



**MEETING OF
UNIVERSITY PARK MAYOR AND COMMON COUNCIL
WILL BE HELD
VIA VIDEO AND AUDIO CONFERENCE
7:30 p.m.
June 22, 2026
REGULAR SESSION**

The meeting will take place at Town Hall in the conference room. This meeting will be conducted as a hybrid meeting. Members of the public may only join the meeting virtually. To join the meeting through Zoom, please use the link below.

Join Meeting:

<https://us02web.zoom.us/j/89189649729?pwd=NVRweGplSSStldm5UYStTY0g4TFUvdz09>

To join with audio only, dial: (301) 715-8592

Meeting ID: 891 8964 9729

Passcode: 441152

Public Participation:

Participants who join the video/audio conference will be muted during the meeting except for Mayor, Council, and staff. Participants can turn their video on during the meeting, so we can all see each other, or can turn it off if they would rather. Participants will have the opportunity to speak during Public Comment - agenda item #4. During that time, all participants will be taken off mute. If you would like to comment, please state your name and Mayor Morrissey will call on you to speak. Public comments will be limited to three minutes.

Public comments or questions may also be made by emailing the Town Clerk TC Hegeman at thegeman@upmd.org. All electronic comments must be submitted by 12 p.m. on June 22, 2026. Written comments have been provided to the Mayor and Council and are part of the record.

1. CALL TO ORDER: *Mayor Morrissey*

Present:

Dubayah
Gathercole
Kelby
Mowery
McGaughey
Godfrey
Sweet

Absent:

Dubayah
Gathercole
Kelby
Mowery
McGaughey
Godfrey
Sweet

2. APPROVAL OF THE AGENDA

3. **SWEARING-IN CEREMONY OF THE NEWLY ELECTED COUNCIL MEMBERS WHO WILL TAKE OFFICE AT THE END OF THE COUNCIL MEETING**
4. **APPROVAL OF MINUTES** *June 1, 2026, Council Meeting*
5. **PUBLIC COMMENT** *(limited to 3 minutes per speaker)*
6. **SB & COMPANY, LLC AUDIT OPEN FORUM**
7. **MAYOR, COUNCIL, AND COMMITTEE COMMENTS AND REPORTS**
8. **NEW BUSINESS**
 - A. **CONSIDERATION OF INTRODUCTION OF LEGISLATIVE RESOLUTION 26-O-04 TO AMEND CHAPTER 6, “PEACE AND ORDER”, § 6-201 “VENDING” TO PERMIT VENDING ON SUNDAYS**
 - B. **CONSIDERATION OF APPROVAL OF A CONTRACT WITH FREDERICK WARD AND ASSOCIATES TO DESIGN AND ASSIST IN ZONING APPROVAL, PERMITTING AND CONSTRUCTION OF TOWN HALL**
 - C. **CONSIDERATION OF APPROVAL OF A CONTRACT WITH REDGATE REAL ESTATE ADVISORS, LLC AS PROJECT MANAGER TO ASSIST IN THE DESIGN APPROVAL, PERMITTING, CONTRACT MANAGEMENT AND CONSTRUCTION OF TOWN HALL**
9. **DEPARTMENT REPORTS**
 - A. **TOWN ADMINISTRATOR** ~ *Christina Cornwell*
 - B. **TOWN ATTORNEY** ~ *Suellen Ferguson*
 - C. **TOWN CLERK** ~ *TC Hegeman*
 - D. **TOWN TREASURER**~ *Carrina Bucknor*
 - E. **CHIEF OF POLICE** ~ *Chief Coleman*
 - F. **DIRECTOR OF PUBLIC WORKS** ~ *Mickey Beall*
10. **ADJOURNMENT**

****A Closed Session may be called****

**TOWN OF UNIVERSITY PARK
MAYOR AND COMMON COUNCIL MEETING MINUTES
VIA VIDEO AND AUDIO CONFERENCE
JUNE 1, 2026, 7:30 P.M.**

COUNCIL MEMBERS PRESENT:

Ralph Dubayah	Council member, Ward 1
Mary Gathercole	Council member, Ward 2
Casey Kelby	Council member, Ward 3
Cynthia Mowery	Council member, Ward 4
David McGaughey	Council member, Ward 5
Grant Godfrey	Council member, Ward 6
William Sweet	Council member, Ward 7

STAFF PRESENT:

Christina Cornwell	Town Administrator
Suellen Ferguson	Town Attorney
TC Hegeman	Town Clerk
Carrina Bucknor	Town Treasurer
Chief Coleman	Police Chief
Michael Beall	Public Works Director

1. CALL TO ORDER

Mayor Morrissey called the meeting to order at 7:33 p.m.

2. APPROVAL OF THE AGENDA

Motion: To approve the agenda. *Motion made by CM Sweet, seconded by CM Mowery.*

Motion was carried unanimously.

3. APPROVAL OF MINUTES

Motion: To approve the minutes of the May 18, 2026, Council Meeting. *Motion made by CM Sweet, seconded by CM Gathercole.*

Motion was carried unanimously.

4. PUBLIC COMMENT

A resident requested Mayor and Council consider writing letters to state and local officials and Prince George's County officials urging them to oppose the potential closure of the Beltsville Agricultural Research Center (BARC). He noted that the closure could lead to data center development.

5. MAYOR, COUNCIL, AND COMMITTEE COMMENTS AND REPORTS

a. Police, Traffic & Public Safety Committee — *CM Gathercole*

AMT has not yet delivered the traffic data anticipated for this meeting and has now indicated a delivery date of June 5th. CM Gathercole stated that the data will be shared with Council as soon as it is received. She confirmed with Chief Coleman that the data could be discussed during his police report at the next Council meeting rather than waiting until the July committee meeting.

b. Public Facilities Committee — CM Sweet

The PFS Committee would normally meet on June 18th; however, as that date falls after the end of his term, he will convene a meeting if one is deemed necessary. CM Sweet also noted that he sent the Council his notes from the last PFS meeting, which will be included in the next packet.

Administrator Cornwell

Ms. Cornwell stated that a meeting took place that morning with the Town's architect, Barry Miller, along with Attorney Ferguson, Director Beall and Chief Coleman to review the proposed facility improvement. We asked Mr. Miller to review the costs for the Public Works garage and the rear entrance to the Police Department. Attorney Ferguson said the group discussed how to reduce costs by examining must-haves versus wish-list items. Mr. Miller will return with updated cost estimates and revised plans.

Mayor Morrissey asked if the Town has signed a contract with the project manager? Attorney Ferguson stated that the town has not and believed the committee was going to report that those two contracts go forward.

CM Sweet said the committee recommended proceeding with the contracts for drawings and a project manager regardless of the grant outcome, using available funding, so the project can move forward.

c. Sustainability Committee — CM Dubayah

The Town successfully completed BEE City USA recertification. The Town was also awarded a Milkweed Plant grant of approximately 130 milkweed plugs to be distributed across town; approximately 30 households have already received plants, with the remainder being planted by the University Park Garden, Sustainability, and Tree Committees in various locations around town.

The 6th Annual Meadow Day will be held on Saturday, June 27th from 9:00 a.m. to 12:00 p.m. The event will feature native plant giveaways, Caterpillar Adoption, and exhibitions by local wildlife education groups. Attendees are asked to leave dogs at home. The committee meeting originally scheduled for this week has been rescheduled to June 9th.

6. CONTINUING BUSINESS

a. Adoption of LR 26-O-03 — Amend Chapter 9 “Traffic and Vehicles,” Article 1, “Traffic,” § 9-104 “Parking” to Amend the Fees and Penalties for Parking at an Electric Vehicle Charging Station Parking Space

Motion: To adopt LR 26-O-03 to amend § 9-104 of the Town Code to increase the EV charging permit fees and fines for noncompliance, and to clarify subsidy eligibility. *Motion made by CM Sweet, seconded by CM Kelby.*

Motion was carried unanimously.

7. NEW BUSINESS

a. PEPCO Street Lights

Director Beall and Town Attorney Ferguson reported on the ongoing PEPCO street light inventory and jurisdiction negotiations. Attorney Ferguson provided background on the

origins of the project and Director Beall presented the number of lights and how many the town has historically paid for.

The primary issue before the Council concerns 11 lights along East-West Highway between Route 1 and Adelphi Road. State Highway Administration has refused to accept jurisdiction of these lights because the mast arms are only approximately 3 feet long and do not extend over the roadway, characterizing them as pedestrian lights. PEPCO has indicated that if neither the Town nor State Highway accepts these lights, they will be de-energized. Director Beall and Town Attorney Ferguson advised that the Town has never paid for these lights, had no role in installing them, and that responsibility for lighting a major state highway with a recent fatal accident should remain with State Highway, which has also indicated plans to redesign that section of road.

After discussion, Council directed staff to inform PEPCO and State Highway that the Town will not accept jurisdiction of the 11 lights on East-West Highway.

Motion: The Town will not accept jurisdiction of the 11 streetlights on East-West Highway between Route 1 and Adelphi Road. *Motion made by CM McGaughey, seconded by CM Gathercole.*

Motion was carried unanimously.

b. Approval of Appointment of Housing Officer

Town Attorney Ferguson noted that under the Town's Rental Housing Code, a Housing Officer must be appointed by the Mayor and approved by the Council. To ensure the Town is in full legal compliance.

Motion: To appoint Carey David Holsey as Housing Officer of the Town of University Park, retroactive to the date of hire. *Motion made by CM McGaughey, seconded by CM Sweet.*

Motion was carried unanimously.

c. Electrical Service at the Town Field

Director Beall reported that a utility pole providing electrical service to the town field park area fell on Saturday after being found to have significant termite damage at its base. Staff secured the area, PEPCO disconnected the service drop, and an electrician was called to assess replacement. The pole has been dismantled and will be repurposed as a park bench near the soccer field. Director Beall presented a quote to install a new 20-foot pole with a new meter box, breaker panel, and outlet box at an estimated cost of \$12,200.

Council engaged in extended discussion about alternatives, including portable battery-powered generators and solar-powered trailers, which might provide more flexible service at lower cost. Director Beall said he would investigate portable battery power options. He also suggested that purchasing the digital sign the police department had previously requested could work as a portable battery.

No vote was taken. Director Beall agreed to provide Council with information on portable power options.

8. ADJOURNMENT

Adjourned by consent at 8:54 p.m.



**TOWN OF UNIVERSITY PARK
AGENDA ITEM COVER REPORT**

Agenda Item #8A

Meeting Date: June 22, 2026

Item Title: INTRODUCTION OF ORDINANCE 26-O-04 AMENDING §6-201 VENDING , OF THE TOWN CODE TO PERMIT VENDING ON SUNDAYS

Background/Justification:

- Section 6-201, Vending, of the Town Code, authorizes licensed vendors to sell goods and services within the Town, except alcoholic beverages, on foot or from a vehicle, but not from a stand. Vendors selling from vehicles may not park or stop their vehicles for more than 30 minutes on the same block during a single day. Vendors may sell goods or services only during daylight hours every day except Sunday.
- The prohibition on vending on Sundays which may limit access to the goods and services, as many residents are not home during the week.
- The amendment to the ordinance as introduced allows for a licensed vendor to sell goods or services during daylight hours seven (7) days a week.

Fiscal Impact: None.

Committee Recommendation: N/A

Staff Comments: The staff is in support.

Community Engagement: N/A

Recommended Action:

Motion: To introduce Ordinance 26-O-04 to amend §6-201 B of the Town Code to permit licensed vendors to sell goods and services seven (7) days a week in the Town.

Attachments:

- Ordinance 26-O-04

Authorizing licensed vendors to sell goods and services seven days per week
Sponsored by:

LEGISLATIVE RESOLUTION 26-O-04

Resolution and Ordinance of the Town of University Park, to repeal and re-enact Chapter 6, “Peace and Order”, Section 6-201 “Vending” of the Code of Ordinances of the Town of University Park, Maryland, to authorize vending by licensed vendors seven days per week.

Section 1: Be it resolved and ordained by the Mayor and Common Council of the Town of University Park that Chapter 6 “Peace and Order”, Section 6-201 “Vending”, of the Code of the Town of University Park be enacted as follows:

Section 6-201. Vending

(a) * * * * *

(b) Conduct. Licensed vendors may sell goods, and/or services, except alcoholic beverages, on foot or from a vehicle, but no vendor shall sell goods from a stand. Vendors selling from vehicles shall not park or stop their vehicles for more than 30 minutes on the same block during a single day. Vendors may sell or exchange goods or services only during daylight hours every day [~~except Sunday~~].

(c) * * * * *

Section 2. Be it further resolved that this ordinance shall become effective twenty (20) days after enactment by the Mayor and Common Council of University Park, Maryland.

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section,

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW

[~~Brackets~~] indicate matter deleted from existing law

* * Asterisks* * indicate existing law which are unchanged but not set forth in the ordinance

CAPITALS INDICATE MATTER ADDED BY AMENDMENT TO THE PROPOSED ORDINANCE

~~[Brackets]~~ indicate matter deleted by amendment to the proposed ordinance

subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the Town that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

Section 3: Be it further resolved that a complete and exact copy of this proposed Ordinance shall be posted on the entrance door of the Town Building of University Park, Maryland, for a period of not less than ten (10) days, and a fair summary of this Ordinance shall be published at least once in a newspaper having general circulation in the community.

APPROVED this _____ day of _____, 2026

ATTEST:

MAYOR AND COMMON COUNCIL
TOWN OF UNIVERSITY PARK

T'Alicandra Hegeman, Town Clerk

By: _____
Laurie K. Morrissey, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Suellen M. Ferguson, Town Attorney



**TOWN OF UNIVERSITY PARK
AGENDA ITEM COVER REPORT**

Agenda Item #8B

Meeting Date: June 22, 2026

Item Title: CONSIDERATION OF APPROVAL OF A CONTRACT WITH FREDERICK WARD ASSOCIATES, INC. TO DESIGN AND ASSIST IN ZONING APPROVAL, PERMITTING AND CONSTRUCTION OF TOWN HALL

Background/Justification:

The motivation for constructing a new Town Hall stems from the limitations of the current facility, a 1926 historic home originally built as a private residence. The current building is not suited for modern municipal operations, and lacks functionality, accessibility, sufficient space and efficiency.

The new building will provide a safe and secure environment for staff, elected officials, residents, and visitors. It will also meet full ADA compliance, something the current building cannot achieve, by including accessible entrances, restrooms, meeting areas, and parking, ensuring equal access for all members of the community.

On May 19, 2025, the Mayor and Council approved a resolution authorizing staff to proceed with soliciting bids for management and design services, to explore funding mechanisms to build a new Town Hall and to take the steps necessary to accomplish these tasks. Frederick Ward & Associates (“FWA”) was the low bidder on a request for proposals issued several years ago for the design of Town Hall. The Town entered into a contract in 2023 with FWA to assist with conceptual design and contract estimating to develop a plan for a Town Hall that met the Town’s needs on a modest scale, retaining the current building and adding a new one. FWA has provided a concept plan and a construction estimate. The contract proposed for consideration makes provision for the design, zoning and permit approval and oversight of construction by FWA. The contract price is up to \$595,000.00, consistent with the attached FWA proposal. Based on the amount of work provided by FWA to this point, there is good cause to continue with this company to complete the project through construction.

Fiscal Impact: The contract price will be paid by grant funds received by the Town from the State of Maryland.

Committee Recommendation: The Public Facilities and Services Committee recommends the approval of this contract.

Staff Comments: The staff is in support.

Community Engagement: N/A

Recommended Action:

Motion: To approve a contract with Frederick Ward Associates, Inc. in substantially the form attached not to exceed amount of \$595,000.00 to design and assist in zoning approval, permitting and construction of Town Hall, subject to review by the town attorney.

Attachments: Proposed contract

FWA proposal

Revised March 18, 2026

Town of University Park
 Attn: Suellen Ferguson
 6724 Baltimore Avenue
 University Park, MD 20782

RE: University Park Town Hall, Police Department and Public Works Design Services

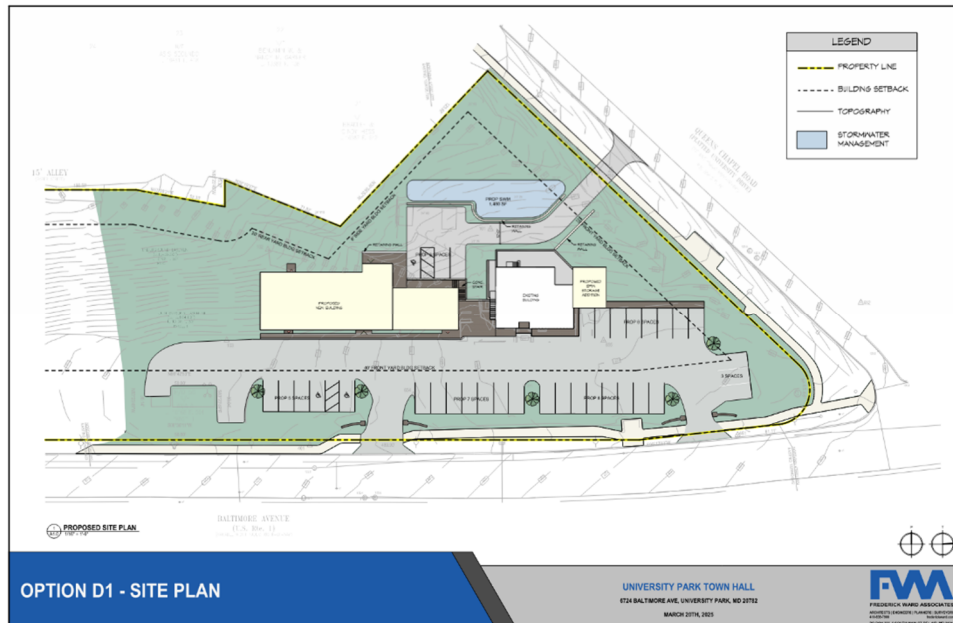
Dear Ms. Ferguson:

On behalf of our entire team, I am pleased to provide you with this proposal to provide design services for a new Town Hall and Police Department Building and a fit-out package for reusing the existing Town Hall and Police Department Building and the addition of a free-standing garage structure. Our team has carefully tailored this work scope to provide you with comprehensive design services to assist you in realizing your building needs, balanced with your budget.

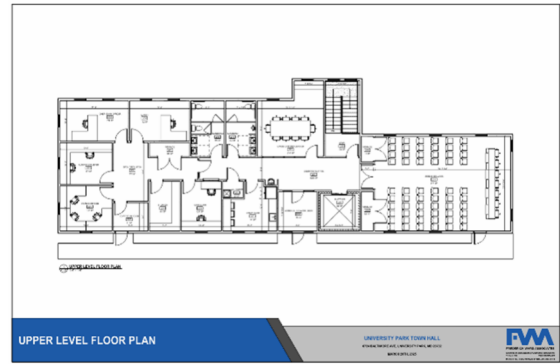
A – EXECUTIVE SUMMARY OF PROJECT REQUIREMENTS

FWA will develop programming/space planning study submitted for the pre-design phase of our contract.

The proposed plan will include a new two-story building, curb cut and drive off Queens Chapel Road with three parking spaces; site retaining walls, a free-standing storage building for Public Works, HVAC upgrades for the existing town hall building.



Proposed New Police Department and Town Hall



Minor Renovations and HVAC upgrades to the existing building.



Based on the pre-design study we have recommended the estimated construction costs to be:

New Building:

- Two story building: \$2,987,642
- Site construction: \$370,000
- FFE: \$503,646

Existing Building Fit-Out with HVAC upgrades

- Building: \$682,605
- FFE: \$102,391

DPW Garage:

- Building: \$130,000

As of the date of this revised proposal, we recommend adding 10% to the above estimates. See attached.

FWA's design team is composed of:

- Architectural: FWA
- Survey: FWA
- Mechanical, Electrical and Plumbing Engineering: Gipe Associates, Inc.
- Structural Engineering: Adtek
- Geotechnical Engineering: ECS
- Cost Estimating: Forella
- Traffic Study: Traffic Concepts, Inc**
- Civil Engineering: Clark/Azar & Associates, Inc. (CAA)*
- Landscape Architecture: Clark/Azar & Associates, Inc. (CAA)*

*Clark/Azar & Associates was not on our Frederick County Contract though they have an Open-End contract with Prince Georges County that the Town can ride.

**Traffic Concepts, Inc. is not on our Frederick County Contract

B – CIVIL PROJECT REQUIREMENTS

NRI/FSD and Tree Conservation Plan

CAA will prepare a Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) and a Tree Conservation Plan Type 2. The NRI/FSD will be complete for the entire property. It is assumed that there are no endangered flora or fauna in the vicinity of the property and no wetland or streams are present on the property. The plan and required variances will be submitted to M-NCPPC for review. Comments will be addressed in an effort to obtain approval. It is assumed that the site will not be subject to Tree Conservation Plan Type 1.

DPIE Permitting

CAA will submit a stormwater development concept to DPIE for review. The SWM Concept plan will be in accordance with DPIE requirements. Comments will be addressed in an effort to obtain approval. Once the stormwater concept is approved, CAA will file final SWM plans and for a grading permit. CAA will prepare the required engineering report, applications, and plans in accordance with DPIE requirements. Comments will be addressed as received from the county in an effort to obtain approval. Bond amounts will be calculated and provided to the owner. Two stormwater easements are included.

Soil Conservation District

CAA will file erosion and sediment control plans to the Prince George's County Soil Conservation District (PGSCD). The plans will be prepared in accordance with the PGSCD requirements. Comments from PGSCD will be addressed in an effort to obtain approval. The approved plans will be provided to DPIE for processing of the grading permit.

Downstream Analysis

CAA will conduct a focused hydrologic and hydraulic analysis of the existing and proposed storm drainage system immediately downstream of the project including the existing SWM pond as required by Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) for approval of the stormwater management concept. The analysis will be conducted from a point where the storm drainage leaves the property to the north. The analysis will be limited to four drainage structures downstream of the subject property as required by the county or to a point of discharge to a natural drainage course. The analysis will determine the capacity of the existing system (both open and closed) to receive the proposed runoff of the proposed improvements. The survey information for the storm drain structures will be supplemented with county GIS information to determine the drainage areas for the analysis. No design to upgrade the existing offsite storm drainage system or receiving channels on adjacent properties or in the right of way is included. It is assumed that the outfall point is stable. It is assumed that an SHA hydraulic analysis will not be required.

Right-of-Way Permit

CAA will prepare a Street Construction Permit for work within the Queens Chapel Road right-of-way. It is assumed that improvements will be limited to a new entrance apron and driveway, restoration and sidewalk replacement. No additional Right-of-Way improvements are included such as road widening, signalization, turn lanes or public utility upgrades. CAA will address comments from DPIE in an effort to obtain approval.

WMATA

There are existing WMATA easements on the property that will require WMATA coordination and review. They may limit the ability to develop certain areas of the site. Design of new bus stops, enclosures, message boards or similar for WMATA are not included. CAA will submit plans to WMATA for their concurrence with the design.

WSSC

It is assumed that the current site's water service and meter is not large enough to accommodate the additional building and the likely addition of a sprinkler system. CAA will prepare the plans and applications necessary for onsite water systems upgrades. The Site Utility Plan will be processed through WSSC in an effort to obtain approval. It is anticipated that no new sewer connection will be required. It is assumed that the property will require a new meter vault and that the owner's surveyor will prepare and process the meter vault easement package.

Site Retaining Wall Design

CAA will contract with a licensed structural engineer to design two site wall sections, with maximum heights of 10 feet and 6 feet, respectively. CAA will provide retaining wall profiles for any site walls. Building structural design will be by others.

Mandatory Referral

CAA will arrange a Pre-Mandatory Referral meeting with M-NCPPC to discuss the new layout. This meeting must be held with M-NCPPC staff prior to submission of the Mandatory Referral package for review. After the meeting, CAA will compile the Mandatory Referral (MR) package depicting the improvements. It is assumed that a traffic study will be required and is included as an option service at the end of this proposal. Once the MR package is complete, CAA will submit it electronically to M-NCPPC. CAA will compile comments received on the MR package and coordinate responses from various design team members. CAA will resubmit the plans in an effort to obtain approval and attend one public hearing for MR approval

Construction Documents

CAA will prepare construction documents for the civil and landscape portions of the project. The final design will be in accordance with Prince George's County regulations and in conformance with all approvals received for the project. The plans will show proposed grading and critical spot elevations necessary for construction as well as site details required for construction. We anticipate the following sheets will be required, at a minimum:

- Existing Conditions Plan
- Site Demolition Plan
- Grading Plan and Detailed Grading Plans
- Layout/Geometric Plan
- Site Details
- Regulatory Signage Plans
- Storm Drain Plan & Profiles
- Stormwater Management Plans and Details
- Utility Plans
- Erosion and Sediment Control Plans and Details
- Tree Protection Plan

- Landscape Plan

CAA will provide technical specifications for the civil portions of the project. It is assumed that front end documents will be provided by others.

C – ARCHITECTURAL

FWA will provide all architectural services in house with our team of licensed architects and architectural designers. We will include selection of interior and exterior finishes which will be submitted for Owner approval. We understand the Town of University Park is considering using a Construction Manager for this work. This proposal shall be reviewed and coordinated with the CM's proposal based on the scope of their work. The work completed in the previously contracted pre-design fee will be the basis of the schematic design. See Section K of the proposal for a breakout of descriptions for each phase.

D – SURVEYS

FWA Survey crew will provide a Boundary and a Topographic Survey, of the whole site and the road in the area of the new connection. The surveys will show the elevation of the existing features at 1-foot contour intervals, with spot elevation plotted as needed for clarity. Visible planimetric features collected will include, but not be limited to the following:

- Edge of pavement for all paved surfaces, drives, sidewalks, buildings and other major structures, fences and walls, utility poles, and manholes within the survey limits.
- Locate trees DBH 6" and greater
- Survey to be in the WSSC vertical datum and state plan horizontal

FWA will hire a utility location company to mark all utilities on site.

FWA will stake the location of proposed borings for the Geotechnical Engineers.

E – MECHANICAL, ELECTRICAL AND PLUMBING

The scope of our work will include mechanical (including heating, ventilation, and air conditioning), electrical (including power, emergency power, interior lighting, site lighting, fire alarm, telecommunications, data, and security), plumbing, energy measurement, on-site renewable, per IgCC, and fire protection systems design, as well as associated Bidding and Contract Administration. The Mechanical and Electrical Systems design are based on a newly constructed, two-story, Town Hall and Police Building which is approximately 6,000 square feet. Once the new building is constructed, the project includes the renovation of the existing adjacent, 3,500 square feet building. The estimate for this project is approximately \$3.3 million. Specifications in book format will be provided. Our services will include the following:

- Field investigations which may be necessary for the mechanical and electrical phases of work. Investigations will be based on visual observations and review of existing building drawings provided by Owner. Extensive field investigations to develop as-built conditions are not included.
- We will attend tele-conference design coordination meetings as required and attend two (2) Owner review meetings during design.
- Preparation of the design plans and specifications for the mechanical and electrical phases of work. Specifications will be prepared utilizing our standard office specifications and format. Our fee also assumes that electronic backgrounds in an AutoCAD format shall be provided for our use in the preparation of the Construction Documents or a BIM model. We reserve the right to utilize AutoCAD through Design Development before switching to BIM.

Fees include the following submissions: Schematic Design, Design Development, Construction Documents, Bid Documents. Permit drawings will be provided when requested.

- Design Development will include development of recommendations approved from the Schematic Design into detailed drawings that convey the system design intent and are sufficient for estimating purposes, approximately 50% CDs. First draft book specifications will be prepared and calculations updated along with the design narrative.
- Construction Documents (CDs) will include final detailing and adjustments to the design necessary for

permitting and competitive bidding. This includes finalizing calculations, final coordination with other trades, and final quality control reviews.

- Bidding Phase services consisting of the following, as it relates to our portion of the work:
 - Preparation of addenda.
 - Responding to RFI's.
 - Consultation.
 - Attendance by one (1) person at the pre-bid meeting.
 - Review of bids for the portion of work we design, if requested.
- Construction Administration including:
 - Review of shop drawings for the portion of work we design. We shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents and does not include review of quantities, dimensions, weights or gauges, fabrication processes, sequence of work, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the responsibility of the Contractor. Review of submittals shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. We shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall we be required to review partial submissions or those for which submissions for correlated items have not been received. We will be entitled to additional compensation for review of submittals which require more than two submissions.
- Consultation during the construction phase concerning the work we design.
- Periodic observation of the construction work as related to the work we design. This will include up to eight (8) site visits during the construction phase inclusive of pre-construction meetings, and site visits for project punch-out/close-out. Site visits will be documented with a field report.
- Related to the work we design, respond to RFI's, issue ASIs, review change orders, review requisitions, and issue RFQs.
- Review of cost estimates prepared by others.
- Commissioning is to be provided by others. Our scope will include attendance at two (2) virtual commissioning related design meetings, attendance at two (2) commissioning related construction phase meetings, response to commissioning agent review comments, and review of additional commissioning related submittals. We do not include witnessing of any testing.
- Preparation of record drawings based on the Contractor's red-line markups. Upon completion of the construction, we shall compile for, and deliver to, the Owner a set of Record Drawings conforming to the construction records of the Contractor as provided to us. This set of documents shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by us into the Record Drawings will be assumed to be reliable, and Gipe Associates will not be responsible for the accuracy of this information, nor for any errors or omissions which may appear in the Record Drawings as a result. We will deliver these drawings in AutoCAD or PDF format on a CD-ROM, DVR, or by other means of file transfer. For BIM projects, Gipe excludes preparation of Record Drawings, and our specifications will require the contractor to provide coordinated drawings in BIM and Record Drawings in BIM. If the Owner desires Gipe to produce the record drawings in BIM, the record drawings will be produced at the hourly rates contained herein.

F – STRUCTURAL ENGINEERING

Provide structural engineering services to design and detail a new two-story Town Hall and Police Department building. The new building sits on a steep site so a portion of the lower level of the new building will be comprised of partial basement and the upper floor will have access to grade on one side. In addition, the existing building will

be renovated for DPW workspaces and a new DPW storage addition will be built adjacent to the existing building. The new building will house the council chambers, several offices, restrooms, and will feature an elevator and stair. It is assumed that this building will not require blast design and blast design has been excluded from this project scope.

ADTEK Engineers, Inc. will provide Structural Engineering Services to include the following:

Design Phase:

Field survey limited to visual inspection of the area in the existing structure in the specific areas of the additions and renovations. Field-verify the existing structure with the existing drawings, if available. The intent of the field survey is to verify information shown on the existing structural drawings needed for the current structural scope, if available, or for a general understanding of the framing.

- The field survey is not intended to determine specific member sizes or spaces and is not intended to generate existing condition drawings for areas where there is no structural scope.
- The field survey will be assisted by the Owner's maintenance staff for access to the area of the survey. If Owner's maintenance staff is not available during the survey, or does not have adequate means for the survey (ladders, lifts, door keys, etc.) and a return visit is necessary, additional fees may be required.
- Note that some areas may be hidden from view. Destructive removal of elements to review hidden structural conditions is excluded.

Provide estimated maximum column and wall loads to the geotechnical engineer. If requested, assist with soil boring and test pit locations that will be most beneficial to the structural design.

Prepare contract drawings for the proposed new construction, additions and renovations as follows:

- Foundation design on spread footings with plans and details.
- Floor, and roof framing plans and details.
- Design and detailing of cold-formed steel (light gauge) canopy soffits, load bearing and non-loading bearing stud walls, and façade design is included in the scope of this agreement.
- Cold-formed steel (light gauge) canopy, soffits, trusses, load bearing and non-load bearing stud walls, and facade design is limited to concept drawings and performance specifications indicating that the design is to be delegated to and provided by the specialty engineer retained by the Contractor.
- Pre-engineered wood truss design is limited to performance specifications. Trusses will be designed by the truss fabricator.
- Coordinate structural drawings with the geotechnical report and other design discipline drawings as made available to ADTEK by the Client.

Attendance at in-person meetings with the project architect and design team is not anticipated. Only web-based meetings are anticipated.

Edit structural MasterSpec sections or, if requested, applicable specifications provided by the project architect.

Stamp and sign the structural drawings for permit. Permit submittal by others.

Respond to permit reviewer's comments and revise the structural drawings, if required. We have budgeted to respond to two rounds of permit reviewer's comments. If there are additional new comments beyond the initial two rounds, additional fees may be required.

Respond to bidder's questions during bidding and negotiation phase, if required.

Construction Administration Phase:

Up to two (2) rounds of shop drawing review of each submittal (based on single shop drawings submittal encompassing all locations).

RFI review and response. Significant redesign or modification to final design are excluded.

Limited miscellaneous construction-administration support, up to 8 hours.

Up to two (2) site visits as needed with field reports. Site visits may be scheduled to coincide with construction progress meetings, if necessary. ADTEK is not expected to attend regularly scheduled construction progress meetings.

Review 3rd party inspection reports.

Post Construction Phase:

Prepare Record Drawings based on Contractor provided field changes and marked-up drawings. ADTEK will rely on the marked-up drawings provided by the Contractor without any verification of the field changes. These documents are not signed and sealed.

G – COST ESTIMATING

Forella will provide estimates of probably cost at the completion of Schematic Design, Design Development and Construction Document submissions.

H – TRAFFIC STUDY

Traffic Concepts will conduct a traffic impact study and a BPIS (bicycle, pedestrian impact study). They will need to work with the County through the scoping agreement process to determine the appropriate study area. Therefore, their fee is an allowance at this time.

I – Subsurface Exploration and Geotechnical Engineering Services

ECS Mid-Atlantic has included 22 drilling borings by their drilling crews and provide laboratory testing of representative soil samples and engineering analyses presented in a site-specific engineering report. With a combination of 10' to 30' depths, the total drilling footage is 530 linear feet. The laboratory test will include 15 natural moisture content tests, 15 gradation analysis, 15 Atterberg limits test and 4 USDA textural classification tests.

J – MEETINGS

It is assumed that design meetings will be held virtually on an as needed basis. For accounting purposes, the following architectural meetings have been accounted for in our pricing.

Schematic Design	4 meetings (2 remote and 2 in person)
Design Development	2 Meetings
Construction Documents	2 Meetings
Construction Administration	12 on-site visits

K - DELIVERABLES AND FEES

NON BUILDING DESIGN FEES

Many of the Civil Engineering, Geotechnical and Survey tasks don't follow the same deliverable structure as the Building Design Services. Therefore the following is a fee breakout of the milestones that don't follow the Building Design.

CIVIL - NRI/FSD & Tree Conservation Plan	\$13,000
CIVIL - DPIE Permitting	\$16,500
CIVIL - Soil Conservation District	\$7,300
CIVIL - Downstream Analysis	\$4,500
CIVIL - Right-of-Way Permit	\$5,000
CIVIL - WMATA	\$2,500
CIVIL - WSSC	\$7,000
CIVIL - Retaining Wall Design	\$12,000
CIVIL - Mandatory Referral	\$6,000
CIVIL - SWM Record Plan Preparation	\$8,000
SURVEY – Boundary Survey	\$8,000
SURVEY – Topography Survey	\$4,000
SURVEY – Boring Stake Out	\$1,500
SURVEY – Utility Location Service	\$2,500
SURVEY – Easement Drawings	\$4,000
TRAFFIC - Traffic Study – this is an allowance	\$14,000
GEOTECH – Borings, Testing and Soils Report	\$26,500
<hr/> SUB-TOTAL	<hr/> \$142,300

BUILDING DESIGN PHASES

SCHEMATIC DESIGN PHASE

Our design team will build off of the approved space plan and programs presented to the Town at the conclusion of our initial contract. FWA will develop schematic drawings of the floor plans, reflected ceiling plans, building elevations, typical building sections, and proposed finishes. We will begin coordinating structural bearing conditions with floor to floor heights and will develop a narrative of the MEP systems. At the conclusion of this phase, we will develop an estimate of probable cost associated with design. It is assumed architecture will attend 4 meetings; 2 to be on site. We will develop up to 4 renderings of the proposed building exterior. Work will be invoiced hourly at the attached hourly rate schedule with the following Not to Exceed Fees:

Architectural	\$32,400
Mechanical, Electrical and Plumbing Engineering	\$12,985
Structural Engineering	\$1,700
Cost Estimating	\$8,957
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SUB-TOTAL	\$56,042
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DESIGN DEVELOPMENT PHASE

The Design Development Phase refines the schematic design into a coordinated and detailed architectural solution that integrates structural, mechanical, electrical, and other systems. During this phase, the project’s spatial layout, form, and material palette are developed in greater depth, incorporating feedback from earlier stages and ensuring alignment with regulatory requirements, budget, and functional goals. Key deliverables include updated floor plans, elevations, sections, outline specifications, and preliminary selections of major materials and systems. This phase serves as the bridge between schematic design and construction documentation, ensuring design intent is fully articulated and technically feasible

Architectural	\$86,400		
Mechanical, Electrical and Plumbing Engineering	\$26,800		
Structural Engineering	\$10,260		
Cost Estimating	\$9,985		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 80%;">SUB-TOTAL</td> <td style="text-align: right; width: 20%;">\$133,445</td> </tr> </table>		SUB-TOTAL	\$133,445
SUB-TOTAL	\$133,445		

CONSTRUCTION DOCUMENT PHASE

The Construction Document (CD) Phase is a critical stage in the architectural design process, where the design developed during earlier phases is translated into detailed technical drawings and specifications. These documents form the legal and instructional basis for construction.

The work includes preparation of comprehensive architectural drawings including plans, elevations, sections, and details that illustrate the building’s geometry, materials, and construction methods; coordination and integration of structural, mechanical, electrical, plumbing, and other consultant drawings to ensure consistency and buildability; specifications: Development of written technical specifications that define the quality and performance standards for materials, finishes, and systems; code compliance: final review to ensure all documents comply with applicable building codes, zoning regulations, and accessibility standards; and internal reviews to check accuracy, completeness, and coordination prior to issuance.

Deliverables:

- Full set of coordinated construction drawings and specifications suitable for bidding, permitting, and construction.
- Final coordination documents for consultant disciplines.
- Basis for cost estimation and construction scheduling.

This phase ensures the project is fully documented, buildable, and ready for the next steps: permitting, bidding, and construction.

Architectural	\$64,800
Mechanical, Electrical and Plumbing Engineering	\$40,230
Structural Engineering	\$11,810
Cost Estimating	\$6,901
Civil Engineering	\$8,000

SUB-TOTAL	\$131,741
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PERMITTING PHASE – This is an estimated fee with the work invoiced hourly.

Our permitting phase includes coordinating the efforts of a third-party reviewer and an expeditor, in an effort to streamline the review process. Third party review and the expeditor are not part of this contract. FWA will respond to the reviewer’s comments, and coordination with the design team.

Architectural	\$10,800
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SUB-TOTAL	\$10,800

BIDDING PHASE

Our design team will respond to questions from the bidders, issue addendums and assist the Owner in the review of the proposals.

Architectural	\$10,800
Mechanical, Electrical and Plumbing Engineering	\$2,500
Structural Engineering	\$1,870
Civil Engineering	\$3,000
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SUB-TOTAL	\$18,170

CONSTRUCTION ADMINISTRATION PHASE – This is an estimated fee with the work invoiced hourly.

During the construction administration phase, our team will review contractor provided shop drawings, respond to Request for Information (RFI) questions, provided additional sketches (as needed), review pay applications and issue

Architectural	\$64,800
Mechanical, Electrical and Plumbing Engineering	\$14,985
Structural Engineering	\$4,590
Civil Engineering	\$5,500
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SUB-TOTAL	\$89,875

POST CONSTRUCTION PHASE

We will incorporate the General Contractor’s redlines and the teams issued sketches to the Third-Party reviewer and the County for final approval of the documents.

Architectural	\$5,000
Mechanical, Electrical and Plumbing Engineering	\$4,000
Structural Engineering	\$1,410
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SUB-TOTAL	10,410

Total Fee: \$592,783

L – EXCLUSIONS

The following items are excluded from our proposal as they are not deemed to be necessary, at this time, to successfully accomplish the goals of this project. If desired, the services listed below can be added to the agreement at any point in time as an additional service. All additional service tasks and compensation shall be

mutually agreed upon in writing prior to execution of service.

- Environmental contamination studies;
- Permit, review fees, impact fees and bonds shall be paid by the Owner when required;
- Application fees;
- Site development will not include impacts to wetlands, stream buffers, or floodplain areas;
- WSSC Record plans;
- SHA permitting;
- Fire Pumps;
- Uninterruptable Power Supply Systems (UPS);
- Flow Tests;
- Soil Thermal Conductivity Testing;
- Commissioning;
- LEED and Green Rating Systems Design;
- Energy Modeling;
- Tax/Utility Rebate Assistance;
- Design or modification of the new or existing building for blast loading;
- Foundation design in problem soil, including, but not limited to a deep foundation and structural slab at grade level;
- Special inspection meetings;
- Floor Vibration analysis;
- Shoring and/or underpinning of structures;
- Detail field documentation of existing conditions
- Renderings beyond what is enumerated above;
- Meetings beyond what is enumerated above;
- Asbestos and other hazardous waste related issues;
- Formal Life Cycle Cost Studies and Value Engineering;
- Easement documentation.

M – ANTICIPATED SCHEDULE

Design

Schematic Design	12 weeks
Owner Review Period	4 weeks
Design Development	12 weeks
Owner Review Period	4 weeks
Construction Documents	20 weeks
<u>Owner Review Period</u>	<u>4 weeks</u>
Total Design Period	56 weeks

Permitting

Building and Civil Permits	52 weeks
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N - REIMBURSABLE COSTS:

All reimbursable costs of the project including, without limitation, blueprints, mylars, color renderings, copies, postage, overnight and day courier deliveries, etc. will be invoiced at 1.1 times the cost incurred. Reimbursables mileage will be invoice using federal mileage rates and will be included on each invoice in an itemized fashion.

O – CLOSING

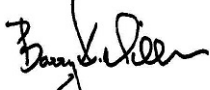
All work will be performed under an AIA contract utilizing the FWA Frederick County On-Call hourly rates.

Thank you for the opportunity to present this proposal. Please feel free to contact me at your convenience to

discuss any portion for this proposal. We look forward to working with you to create a successful project


Respectfully submitted,

FREDERICK WARD ASSOCIATES, INC.



Barry A. Miller, AIA
Director of Architecture

This proposal shall remain valid for a period of 90 days from its initial offer

Estimate Name:	University Park Town Hall	 <p>P.O. Box 727, 5 South Main Street Bel Air, Maryland 21014-0727 410-879-2090 410-893-1243 fax www.frederickward.com</p> <p><small>Costs are derived from a building model assuming basic components. Scope differences and market conditions can cause costs to vary significantly. A 20% contingency fee has been included to assist in off-setting the scope assumptions based on the current level of development.</small></p>
Building Type:	Town Hall, 2 Story with Face Brick & Metal Stud / Rigid Steel	
Location:	COLLEGE PARK, MD	
Story Count:	2	
Story Height (L.F.):	14	
Floor Area (S.F.):	6821	
Labor Type:	Union	
Basement Included:	No	
Data Release:	Year 2025 Quarter 1	
Cost Per Square Foot:	\$474.43	
Building Cost:	\$3,236,112.79	

- Assembly Customization Type:**
- ⊕ Added
 - ⊖ Partially Swapped
 - Fully Swapped

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		12.62%	\$37.41	\$255,151.66
A1010	Standard Foundations			\$7.43	\$50,713.58
A10101051740	⊕ Foundation wall, CIP, 4' wall height, pumped, .123 CY/LF, 6.0 PLF, 10" thick	205		\$3.22	\$21,982.15
A10101103100	Strip footing, concrete, reinforced, load 14.8 KLF, soil bearing capacity 6 KSF, 12" deep x 32" wide	302		\$3.18	\$21,686.02
A10102107700	Spread footings, 3000 PSI concrete, load 200K, soil bearing capacity 6 KSF, 6' - 0" square x 20" deep	5.68		\$1.03	\$7,045.41
A1030	Slab on Grade			\$3.83	\$26,120.92
A10301202240	Slab on grade, 4" thick, non industrial, reinforced	3410.5		\$3.83	\$26,120.92
A2010	Basement Excavation			\$13.93	\$94,999.48
A20101102300	● Excavate and fill, 1000 SF 8' deep, sand, gravel, or common earth, off site storage	5115.75		\$13.93	\$94,999.48
A2020	Basement Walls			\$12.21	\$83,317.68
A20201108260	⊕ Foundation wall, CIP, 14' wall height, pumped, .519 CY/LF, 25.19 PLF, 12" thick	204		\$12.21	\$83,317.68
B	Shell		30.51%	\$90.46	\$617,020.23
B1010	Floor Construction			\$17.04	\$116,205.20
B10102084800	Steel column, W10, 200 KIPS, 16' unsupported height, 49 PLF	204.63		\$2.99	\$20,381.76
B10102563900	Floor, composite metal deck, shear connectors, 5.5" slab, 25'x30' bay, 23.5" total depth, 125 PSF superimposed load, 170 PSF total load	3410.5		\$12.68	\$86,461.46
B10107203650	Fireproofing, gypsum board, fire rated, 2 layer, 1" thick, 10" steel column, 3 hour rating, 17 PLF	204.63		\$1.37	\$9,361.98
B1020	Roof Construction			\$5.12	\$34,947.16
B10201123900	Roof, steel joists, beams, 1.5" 22 ga metal deck, on columns, 25'x30' bay, 25" deep, 40 PSF superimposed load, 60 PSF total load	3410.5		\$5.12	\$34,947.16
B2010	Exterior Walls			\$33.24	\$226,724.07
B20101321200	⊖ Brick wall, rigid insulation, 6" metal studs and batt insulation.	2367.68		\$13.36	\$91,162.55
B20101321200	⊖ Brick wall, rigid insulation, 6" metal studs and batt insulation.	3551.52		\$19.87	\$135,561.52
B2020	Exterior Windows			\$19.00	\$129,612.51
B20201066550	Windows, aluminum, awning, insulated glass, 4'-5" x 5'-3"	110.3		\$13.30	\$90,732.51
B20202204300	● Polycarbonate interior glazing, masked, clear or colored, 3/8" thick	2000		\$5.70	\$38,880.00
B2030	Exterior Doors			\$5.63	\$38,388.84
B20301106950	● Door, aluminum & glass, with transom, narrow stile, double door, hardware, 6'-0" x 10'-0" opening	1.14		\$2.84	\$19,372.83
B20302203450	● Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	4.55		\$2.79	\$19,016.01
B3010	Roof Coverings			\$10.43	\$71,142.45
B30101402000	● Metal roofing, steel, colors, 3" min slope, 24 gauge, 1.7 PSF	3410.5		\$4.59	\$31,274.29
B30103201750	● Insulation, rigid, roof deck, polyisocyanurate, 2#/CF, 3.5" thick	6821		\$4.33	\$29,534.93
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	302		\$1.13	\$7,691.83
B30104300040	Flashing, aluminum, no backing sides, .019"	302		\$0.39	\$2,641.40
C	Interiors		17.56%	\$52.07	\$355,189.83
C1010	Partitions			\$7.98	\$54,445.21
C10101265920	● Metal partition, 5/8" fire rated gypsum board face, 1/4" sound deadening gypsum board, 3-5/8" @ 24", 5/8" fire rated opposite face, no insulation	3410.5		\$3.21	\$21,895.41
C10107101001	1/2" fire rated gypsum board, taped & finished, painted on metal furring	5919.2		\$4.77	\$32,549.80
C1020	Interior Doors			\$4.83	\$32,946.39
C10201022500	Door, single leaf, wood frame, 3'-0" x 7'-0" x 1-3/8", birch, solid core	34.1		\$4.83	\$32,946.39
C1030	Fittings			\$0.32	\$2,175.73
C10301100420	Toilet partitions, cubicles, ceiling hung, plastic laminate	2.27		\$0.32	\$2,175.73
C2010	Stair Construction			\$23.22	\$158,358.40
C20101100760	Stairs, steel, pan tread for conc in-fill, picket rail, 20 risers w/ landing	8		\$23.22	\$158,358.40
C3010	Wall Finishes			\$1.76	\$12,019.42
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	6138.9		\$0.85	\$5,814.15
C30102301940	Ceramic tile, thin set, 4-1/4" x 4-1/4"	682.1		\$0.91	\$6,205.27
C3020	Floor Finishes			\$4.67	\$31,858.78
C30204100080	Carpet tile, nylon, fusion bonded, 18" x 18" or 24" x 24", 35 oz	4774.7		\$3.70	\$25,249.23
C30204101600	● Vinyl, composition tile, maximum	2046.3		\$0.97	\$6,609.55
C3030	Ceiling Finishes			\$9.29	\$63,385.90
C30301105700	⊕ Gypsum board ceilings, 5/8" fire rated gypsum board, painted and textured finish, 1-5/8" metal stud furring, 24" OC support	2000		\$1.39	\$9,500.00
C30302105900	● Acoustic ceilings, 5/8" fiberglass board, 24" x 24" tile, tee grid, suspended support	6821		\$7.90	\$53,885.90

D	Services		24.37%	\$72.27	\$492,939.17
D1010	Elevators and Lifts			\$15.79	\$107,678.58
D10101108900	Hydraulic passenger elevator, 3000 lb, 3 floors, 12' story height, 2 car group, 125 FPM	0.76		\$15.79	\$107,678.58
D2010	Plumbing Fixtures			\$6.68	\$45,555.37
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	5.63		\$3.38	\$23,050.09
D20102102000	Urinal, vitreous china, wall hung	1.25		\$0.36	\$2,464.91
D20103101600	Lavatory w/trim, vanity top, PE on CI, 19" x 16" oval	2.5		\$0.51	\$3,489.99
D20104101720	Kitchen sink w/trim, countertop, PE on CI, 24" x 21", single bowl	0.63		\$0.16	\$1,124.76
D20104404260	Service sink w/trim, PE on CI, corner floor, 28" x 28", w/rim guard	1.88		\$1.54	\$10,475.64
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	1.88		\$0.73	\$4,949.98
D2020	Domestic Water Distribution			\$1.92	\$13,072.13
D20202501780	Gas fired water heater, commercial, 100< F rise, 75.5 MBH input, 63 GPH	1.65		\$1.92	\$13,072.13
D2040	Rain Water Drainage			\$2.58	\$17,606.22
D20402102120	Roof drain, DWV PVC, 5" diam, 10' high	0.57		\$0.18	\$1,195.26
D20402104200	Roof drain, CI, soil, single hub, 4" diam, 10' high	3.3		\$1.23	\$8,373.26
D20402104240	Roof drain, CI, soil, single hub, 4" diam, for each additional foot add	110		\$1.18	\$8,037.70
D3050	Terminal & Package Units			\$10.71	\$73,051.55
D30501503960	Roof top, single zone, air conditioner, offices, 10,000 SF, 31.67 ton	6821		\$10.71	\$73,051.55
D4010	Sprinklers			\$3.53	\$24,098.87
D40104100600	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 5000 SF	2046.3		\$1.60	\$10,914.39
D40104100740	Wet pipe sprinkler systems, steel, light hazard, each additional floor, 10,000 SF	4774.7		\$1.93	\$13,184.48
D4020	Standpipes			\$4.19	\$28,565.68
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.38		\$0.78	\$5,326.46
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	9.85		\$3.41	\$23,239.22
D5010	Electrical Service/Distribution			\$6.60	\$45,029.49
D50101200320	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 400 A	1.25		\$1.57	\$10,695.78
D50102300320	Feeder installation 600 V, including RGS conduit and XHHW wire, 400 A	100		\$2.10	\$14,341.50
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	1.2		\$2.93	\$19,992.21
D5020	Lighting and Branch Wiring			\$17.91	\$122,186.57
D50201100640	Receptacles incl plate, box, conduit, wire, 16.5 per 1000 SF, 2.0 W per SF, with transformer	6548.16		\$6.98	\$47,622.35
D50201300200	Wall switches, 1.0 per 1000 SF	6821		\$0.42	\$2,887.19
D50201350320	Miscellaneous power, 1.2 watts	6821		\$0.49	\$3,367.60
D50201400320	Central air conditioning power, 6 watts	6411.74		\$1.24	\$8,458.30
D50201452080	Motor installation, three phase, 460 V, 15 HP motor size	2		\$1.05	\$7,149.15
D50202100240	Fluorescent fixtures recess mounted in ceiling, 2 watt per SF, 40 FC, 10 fixtures @40 watt per 1000 SF	6821		\$7.73	\$52,701.98
D5030	Communications and Security			\$2.18	\$14,862.89
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.3		\$1.27	\$8,637.72
D50309100462	Fire alarm command center, addressable with voice, excl.wire & conduit	0.38		\$0.91	\$6,225.17
D50309200110	Internet wiring, 8 data/voice outlets per 1000 S.F.	1		\$0.00	\$0.00
D5090	Other Electrical Systems			\$0.18	\$1,231.82
D50902100280	Generator sets, w/battery, charger, muffler and transfer switch, gas/gasoline operated, 3 phase, 4 wire, 277/480 V, 15 kW	1.44		\$0.18	\$1,231.82
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$60,000.00
	Security Hardware	1		\$0.10	\$60,000.00
G	Building Sitework		14.94%	\$44.31	\$302,269.60
G2010	Roadways			\$24.86	\$169,550.00
G20102321050	● Bituminous roadway and parking lot improvements	1000		\$24.86	\$169,550.00
G4020	Site Lighting			\$19.46	\$132,719.60
G40201108260	⊕ Site lighting and retainage walls	10		\$19.46	\$132,719.60
SubTotal			100%	\$305.32	\$2,082,570.49
Contractor Fees (General Conditions,Overhead,Profit)			40.00%	\$122.13	\$833,028.20
Contingency Fee			20.00%	\$61.06	\$416,514.10
Total New PD/TH Building Cost				\$488.51	\$3,332,112.78
Limited Renovation to existing building and garage based on Cost/Square Feet					\$812,605.00
Total Building Cost					\$4,144,717.78
Price Escalation for past year			10%		\$414,471.78
Revised Total Building Cost					\$4,559,189.56

DRAFT TOWN OF UNIVERSITY PARK

CONTRACT

THIS CONTRACT is effective this _____ day of _____, 2026, by and between the Town of University Park, a Maryland municipal corporation (hereinafter referred to as the "Town") and Frederick Ward Associates, Inc. a corporation registered to do business in the State of Maryland, located at 5 South Main Street, Bel Air, MD 21014 (hereinafter referred to as the "Consultant").

WHEREAS, the Town seeks the services of an architect to be part of the development team to construct a new building on the lot currently improved by the Town Hall, to move the Town's public meeting, community space, administrative and police department functions to the new building from the Town Hall upon completion, to perform a limited rehabilitation of the Town Hall and to add a storage building, with the public works function to remain at the Town Hall ("Project"); and

WHEREAS, the Consultant is willing to provide said services as an architect.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

A. **SUMMARY.** The Consultant will perform the following services. The Consultant shall coordinate all work through the Town's Project Manager Redgate Real Estate Advisors, LLC (hereinafter referred to as "Project Manager"). The Town may increase or decrease the amount of work, and may delete categories of work, at its discretion without changing the applicable hourly rates.

1. Planning and Conceptual Design

- a. Prepare conceptual design options for the site plan and building for review, revision, and approval by the Town.
- b. In concert with Consultant's civil engineer, prepare conceptual site plan options for review, revision, and approval by the Town.
- c. Design plans shall be prepared in substantial conformance with zoning requirements.

2. Entitlements

- a. The Project shall require preparation of a Detailed Site Plan for Mandatory Referral review by the Maryland-National Capital Park and Planning Commission (M-NCPPC). The Consultant shall work with the Town, Project Manager and other team members to provide any materials necessary for meetings, presentations, or submissions to the necessary parties.
- b. Attend all public meetings and/or hearings, and coordinate responses to public comment.

3. Design

- a. Schematic Design, including both plans and narrative scopes.
- b. Design Development - Generation of floor plans, building elevations, etc.
- c. Energy and water efficiency goals narrative with energy modeling support.
- d. Preparation of Drawings and Specifications for construction to include all architectural, interior design, landscape design, signage, branding, telephone/data/security/AV, structural, mechanical, plumbing, electrical, structural, engineering and fire protection work necessary to complete the proposed improvements in accordance with all applicable regulations and requirements.

4. Construction Administration

Construction administration, including review of the construction for conformance with Plans and Specifications, review/approval of shop drawings, RFI's, changes in work, submittals, review and approval of monthly requisitions, preparation of field reports in accordance with Town requirements, preparation with the Town of punch lists and other close-out documents, necessary Project completion certifications, and weekly on-site visits for duration of the construction period.

The Scope of Work, and its' limitations, are more particularly set out in the Consultant's Proposal, dated March 18, 2026, which is incorporated herein by reference as Exhibit A. Consultant's concept drawings and space utilization study to date are incorporated herein by reference as Exhibit B. The concept drawings are in progress, and are expected to change.

B. CONSULTANT'S RESPONSIBILITIES

1. The Consultant shall provide the professional services as set forth in this Contract.
2. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant represents that it possesses and will maintain all professional licenses and approvals required by applicable governmental authorities to practice in the jurisdictions in which the Project is located and in which the services are rendered. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
3. The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.
4. The Consultant shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Consultant's professional judgment with respect to this Project.
5. Throughout the course of the Project, the Consultant shall coordinate its activities through the Town's designated Project Manager.

6. Throughout the course of the Project, the Consultant will review all information provided by the Town and the Town's consultants, and if the Consultant discovers any errors or inadequacies, or if the Consultant requires any additional information to perform its services, the Consultant will notify the Town promptly in writing. Consultant acknowledges and confirms that all third-party reports, documents, surveys and any other information whatsoever supplied to Consultant by the Town, at any time, are not and shall not be construed to be a representation or warranty made by the Town as to the condition of the property upon which the Project is to be developed (the "Property") or the feasibility of developing the Project, including without limitation all updates of reports, documents, surveys and other information that may be supplied to Consultant by Town. It is Consultant's sole responsibility to undertake a thorough independent evaluation of all materials, inspections, reports, documents, surveys, and other information relating to the Property and the Project. Consultant by accepting such materials, inspections, reports, documents, surveys and other information acknowledges that Consultant is solely responsible for completing its own due diligence to determine the feasibility of developing the Project on the Property and that the Town has not made any representations or warranties regarding the same.

7. The Consultant is knowledgeable of the design standards, codes, rules and regulations applicable in Prince George's County, Maryland, and using the Standard of Care the Consultant agrees to comply with such design standards, codes, rules and regulations and the following items (collectively, the "Standards"): applicable building codes, Americans with Disabilities Act ("ADA") rules and regulations, ADA accessibility guidelines, health, sanitary, and environmental codes; other information that the Town provides to the Consultant in a timely manner; applicable zoning regulations, surveys, special exceptions, proffers, zoning conditions and easements; and any insurance industry standards, surveys, lease and solicitation for offers provisions. In accordance with the Standard of Care, the Consultant shall produce a design that conforms to the Standards. In addition, the Consultant represents that if there is any conflict between the applicable Standards, the more stringent requirement will control, so long as it satisfies the requirements of applicable law.

8. The Consultant shall provide the Town with an original and up to three copies of all drawings and specifications in both paper and electronic format. The cost of a Town request for more than three copies of drawings and specifications at any design phase will be treated as a reimbursable expense.

C. SCOPE OF CONSULTANT'S BASIC SERVICES

1. The Consultant shall manage the Consultant's services, consult with the Town, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Town through its Project Manager.

2. As soon as practicable after the date of this Contract, the parties will set a schedule of work. Once approved by the Town, time limits established by the schedule will not, except for reasonable cause, be exceeded by the Consultant or Town. The parties may adjust the schedule, if necessary, as the Project proceeds.

D. EXCLUSIONS. The following items are excluded from Consultant's proposal as they are not deemed to be necessary, at this time, to successfully accomplish the goals of this Project. If desired, the services listed below can be added to the Contract at any point in time as an additional service. All additional service tasks and compensation shall be mutually agreed upon in writing prior to execution of service and are billed at the rates provided in Exhibit A.

Environmental contamination studies;

- Permit, review fees, impact fees and bonds shall be paid by the Owner when required;
- Application fees;
- Site development will not include impacts to wetlands, stream buffers, or floodplain areas;
- WSSC Record plans;
- SHA permitting;
- Fire Pumps;
- Uninterruptable Power Supply Systems (UPS);
- Flow Tests;
- Soil Thermal Conductivity Testing;
- Commissioning;
- LEED and Green Rating Systems Design;
- Energy Modeling;
- Tax/Utility Rebate Assistance;
- Design or modification of the new or existing building for blast loading;
- Foundation design in problem soil, including, but not limited to a deep foundation and structural slab at grade level;
- Special inspection meetings;
- Floor Vibration analysis;
- Shoring and/or underpinning of structures;
- Detail field documentation of existing conditions
- Renderings beyond what is enumerated above;
- Meetings beyond what is enumerated above;
- Asbestos and other hazardous waste related issues;
- Formal Life Cycle Cost Studies and Value Engineering;
- Easement documentation.

E. ADDITIONAL SERVICES

Additional services must be approved by the Town in writing and will be billed at the hourly rates bid by the Consultant in Exhibit A.

F. TOWN'S RESPONSIBILITIES

1. Unless otherwise provided for under this Contract, the Town, through its Project Manager, shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Town's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

2. The Town designates the Project Manager to act on the Town's behalf with respect to the Project. The Town or the Town's Project Manager shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Town's Project Manager may act on behalf of the Town, and the Consultant will comply with the Town's Project Manager directions. The Town Manager may change Town's Project Manager at any time in its sole discretion. The Town also designates the Project Manager as the only person who is authorized to act on the Town's behalf. The Town Manager may, however, change the Town's designee or designate additional persons authorized to act on behalf of the Town by providing the Consultant with written notice of such change or addition. The Consultant may rely upon any communications or directions that it receives from Town's Project Manager, or any other person designated in writing by the Town to act on the Town's behalf, but only the Project Manager or such other designated person have authority to order services or make decisions that increase cost or time.

II. CONTRACT TERM/DATES OF WORK

The Consultant shall begin work as soon as possible and in any event within ten days of notice to proceed. Work shall be completed in compliance with a schedule of work to be developed upon contract award and execution with the parties. Time is of the essence to the completion of work under this Contract.

III. CONTRACT PRICE

The price to be paid by the Town to the Consultant for Basic Services under the Contract is:

Not to exceed \$595,000.00, as more particularly described in attached Exhibit A, Proposal dated March 18, 2026, from Frederick Ward Associates, Inc., which is incorporated herein by reference.

Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any other documentation required by the Town. Invoices will be paid after approval by the Town's Treasurer.

Additional services related to this Contract shall be provided by the Consultant on an as-needed basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates bid by the Consultant, as described in Exhibit A.

Except as noted herein, in no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the invoice.

IV. STATUS OF CONTRACTOR

The Consultant shall perform the services described herein as an independent contractor and not as an employee of the Town. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Consultant.

V. INSURANCE AND INDEMNIFICATION

Consultant will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the Town and its officials, officers, and employees ("Indemnified Parties") as additional insureds and shall provide an additional insured endorsement ISO CG 20 10 and CG 20 37 or their equivalents for all policies or their equivalents with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

A. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Consultant, Subconsultants and suppliers, with terms and conditions of the CGL coverage to be provided through the use of ISO Coverage Form CG-00-01-0413 or its equivalent, and shall include at minimum the following:

1. \$2,000,000 Per Occurrence Limit;
2. \$2,000,000 General Aggregate Limit;
3. Policy to be primary and noncontributory as respects the coverage afforded the Town;
4. No exclusion for third party action over claims;

B. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

1. \$1,000,000 Combined Single Limit;
2. Coverage shall provide a Waiver of Subrogation in favor of the Town

C. Workers' Compensation: Consultant shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed.

D. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$2,000,000 each claim aggregate. These provisions apply to all delivery methods (e.g. General Contracting, Construction Management at Risk and Design-Build) except as noted herein.

Other than for professional errors and omissions insurance, a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Consultant shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Consultant; by any Subconsultant; by any person employed by the Consultant or any subcontractor; or by anyone for whose acts the Consultant may be liable.

The Consultant shall maintain insurance, in these amounts, which will insure all activities

undertaken by Consultant on behalf of the Town under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town within ten (10) days following the execution of this contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide thirty (30) days prior written notice of any material reduction, cancellation or non-renewal to the Town.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal and/or State government as provided by law.

VI. INDEMNIFICATION.

The Consultant will be responsible for, and will indemnify and hold the Town and the Indemnified Parties harmless against, any and all injuries, losses, damage, liabilities, third party claims and expenses, including reasonable attorneys' fees and experts' fees, where recoverable by law (together, "Claims" and each, a "Claim"), arising directly or indirectly out of the performance of the Contract, including reasonable attorneys' fees, caused by negligent or willful actions or omissions on the part of the Consultant, its agents, servants, subcontractors and employees. Nothing herein shall be construed to require the Consultant to indemnify an Indemnified Party or Parties for an Indemnified Claim caused by or resulting from that Indemnified Party's negligence. Each party waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract. This paragraph shall survive the completion of the services, final payment, or earlier termination of this Contract.

VII. CONTRACT DOCUMENTS.

This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- Exhibit A Proposal dated March 18, 2026, from Frederick Ward Associates, Inc., as revised
- Required affidavits and certifications
- Schedule of work developed by the parties

The provisions of this Contract shall prevail over conflicting provisions of the Consultant's proposal and the remaining Contract Documents.

VIII. LICENSES, APPLICABLE LAWS

The Consultant will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Consultant shall conform to applicable laws and regulations. The Consultant will assist the Town in obtaining any and all licenses and permits, including zoning approvals and building permits, required for construction of the Project and issuance of a use and occupancy permit, including provision of all necessary drawings and plans.

IX. TERMINATION AND SUSPENSION.

A. For Default. Failure of the Consultant to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within fifteen (15) days after receipt of written notification, the Town may terminate any such contract. This provision shall not limit the Town in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by force majeure events as defined herein beyond its reasonable control and the affected party shall be excused from performance during the occurrence of such events. In the event the Town terminates this Contract for cause and it is later determined that the termination was improper, such termination will be treated for all purposes as a termination for convenience.

In the event Consultant does not receive payment when due, Consultant may terminate or suspend services without breach of contract upon giving Town Seven (7) Days Written Notice. In the event services are terminated or suspended, Consultant has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension are the sole responsibility of Town. Consultant shall be compensated for all undisputed services performed up to the date of termination together with all reimbursable expenses then due. Town has the obligation to return all documents if Town is in default under this Agreement.

Failure of Town to make undisputed payments to Consultant in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Consultant to either suspend or terminate services.

B. For Convenience. The performance of work or delivery of services may be terminated in whole or in part at any time upon seven (7) days written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination and after notice to proceed, together with Reimbursable Expenses then due. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due. The Consultant will also receive payment for Additional Services properly due. Such payments will be the Consultant's sole remedy in the event of termination without cause. Consultant shall not be reimbursed for any claim of lost profits.

X. NOTICES.

All notices shall be sufficient if delivered in person or by recognized overnight delivery service to the parties at the following addresses:

If to the Town: Town Administrator
 Town of University Park
 6724 Baltimore Avenue
 University Park, MD 20782

With a copy to:
Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street
Annapolis, MD 21401

If to the Consultant: Barry A. Miller
Frederick Ward Associates, Inc.
5 South Main Street
Bel Air, MD 21014

XI. ERRORS IN SPECIFICATIONS.

The Consultant shall take no advantage of any error or omission in the specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XII. GOVERNING LAW.

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Contract were made and to be performed entirely within the State of Maryland. The Consultant, by executing this contract, consents to the jurisdiction of the Maryland state courts in Prince George's County with respect to any dispute arising out of this Contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Contract, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

XIII. INTERPRETATION.

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No answer or interpretation provided shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Consultant certifies that it understands the terms and specifications.

XIV. ATTORNEYS' FEES AND COSTS.

The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder, as awarded by a court of competent jurisdiction.

XV. SUCCESSORS AND ASSIGNS.

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

XVI. SEVERABILITY.

If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law to achieve the original intent.

XVII. OTHER PAYMENTS; EXPENSES; TAXES.

The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Contract, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and

XVIII. ESTIMATES OF CONSTRUCTION QUANTITIES AND COST.

Since Consultant has no control over the actual cost of labor, materials, equipment, or over the eventual Contractor's method of determining prices, competitive bidding, or market conditions, estimates of construction costs shall be made on the basis of available records and experience. These estimates represent the reasonable judgment as a design professional familiar with the construction industry. However, Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not materially vary from the estimated cost prepared by Consultant.

XIX. SUBCONTRACTING.

The Consultant may not subcontract any work required under this Contract without the consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide Subconsultant names, addresses, and telephone numbers and a description of the work to be subcontracted and the form of subcontract. The Consultant is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

The Consultant will bind each and every subcontractor to the terms stated herein and will determine that all persons rendering services under this Contract are properly licensed and insured to provide such services in the jurisdiction in which the Project is located. All subcontractors will perform their services in accordance with the Standard of Care. Payments to

Subconsultants will not constitute an acceptance of the adequacy of any services performed by the Consultant or its Subconsultants.

XX. CONFIDENTIALITY.

The Town may disclose Consultant's information to the extent required by the Maryland Public Information Act or other applicable law. Consultant shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the Town. In the event that, pursuant to the Maryland Public Information Act or other process, the Town receives a request for information that has been so marked by Consultant, and the Town agrees that the information may be exempt from disclosure under Maryland law, then the Town will not disclose the information and will notify the Consultant of the request. This Contract is not a confidential document.

The Consultant shall keep confidential all information provided by the Town, or to which the Consultant has access as part of the provision of services under this Contract.

The Consultant agrees that all knowledge and information that the Consultant may acquire from the Town or its officers, staff, agents, or other contractors, or by virtue of the performance of services hereunder, will for all time and for all purposes be regarded by the Consultant as strictly confidential and held by the Consultant in confidence. The parties agree that information shall not be deemed confidential to the extent that any of the confidential information furnished is or becomes part of the public domain without violation of this Contract; is lawfully obtained by the Consultant from a third party; is furnished to others by the Town without similar restrictions to those set forth in this section as to the use or disclosure thereof; is developed by the Consultant completely and independently of any such disclosure by the Town; is ascertainable from a commercially available product; or is disclosed pursuant to the order or requirement of a government body, court, or administrative agency. If the Consultant is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any confidential information, the Consultant will promptly notify the Town of such request or requirement so that the Town may seek an appropriate protective order or waiver in compliance with provisions of this Contract. If, in the absence of a protective order or the receipt of a waiver from the Town, the Consultant is compelled to disclose confidential information or else stand liable for contempt or suffer other censure or penalty, the Consultant may disclose only such of the confidential information to the party compelling disclosure as is required by law.

XXI. COPYRIGHTS/ LICENSES/WORK PRODUCT.

- A. All writings or works of authorship, including drawings, specifications, designs, reports, notes, documents and relevant information provided by the Consultant or its Subconsultants, which result from or relate to the services performed under this Contract, including Project-specific material contained on computer programs (collectively, "Work Product"), shall belong solely and exclusively to the Town, which will possess all ownership rights in and to such Work Product and all related Intellectual Property Rights (hereafter defined), whether the Project is completed or not. As used herein, "Intellectual Property Rights" shall mean, on a worldwide basis, all copyrights, patents, trademarks,

trade dress, service marks, trade secrets and other proprietary and intellectual property rights of whatever nature. All Work Product shall by mutual agreement be deemed to be "works made for hire" under the U.S. copyright laws and all Intellectual Property Rights in and to each Work Product shall vest in the Town on the date such Work Product is created.

- B. Copyright. If, for any reason, any copyrightable Work Product is deemed not to be a "work made for hire" by a court of competent jurisdiction, then the Consultant does hereby irrevocably transfer, grant and assign to the Town, all worldwide right, title and interest, including all copyrights, copyright registrations, and copyright registration and renewal rights, in and to the Work Product.
- C. "Pre-Existing Work" (that is, products, items or materials developed independently of this Contract by the Consultant, its Subconsultants, and/or third parties and provided to the Town in connection with performance by the Consultant under this Contract) shall be considered Work Product subject to shared ownership by the Town under this Section XXI.
- D. The Consultant agrees to execute any such further documents as may be necessary or appropriate to protect or enforce the rights set forth in this Section XXI. The Consultant agrees to include and enforce appropriate provisions in all agreements with employees and Subconsultants to establish the exclusivity of the Town's ownership of Work Product as described in this XXI.
- E. The Consultant represents, to the best of its' knowledge, information and belief, that the Work Product will not infringe the copyright, other Intellectual Property Rights, or any other rights of any third party.
- F. Within three (3) business days after the termination or expiration of this Contract, or promptly after the Town's request, and provided that the Town has paid all undisputed amounts then due to the Consultant, the Consultant shall deliver all of the Work Product, including any and all drafts and other embodiments thereof, to the Town in printed and readily modifiable electronic form (i.e., not in PDF, but in "native" format).
- G. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Town's or Consultant's reserved rights.
- H. The Town agrees to waive all claims against Consultant resulting in any way from unauthorized changes or use of the Work Product or completion of the without Consultant's involvement.

XXII. CLAIMS AND DISPUTES.

A. GENERAL. The Town and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Contract in accordance with the requirements of the method of binding dispute resolution selected in this Contract within the period specified by applicable law.

B. DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or relating to this Contract or the breach or invalidity thereof that cannot be amicably settled between the parties will be settled by litigation. The parties agree that either party shall file suit or action in connection with this Contract in the Circuit Court of Prince George's County or the United States District Court for Maryland, Greenbelt Division.

2. The Consultant will continue to perform its obligations under this Contract so as not to delay the Project pending resolution of any dispute, and the Town will continue to make payment of all amounts due which are not in dispute.

XXIII. HAZARDOUS MATERIALS.

Unless otherwise required in this Contract, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, if the Consultant becomes aware of the presence of any hazardous materials or toxic substances at the Project site, the Consultant shall expeditiously notify the Town in writing.

XXIV. THIRD PARTY CLAIMS.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

XXV. NO WAIVER.

No action, failure to act or failure to require strict compliance with any term of this Contract by the Town or Consultant shall constitute a waiver of a right or duty afforded them under this Contract, nor shall any such action, failure to act or failure to require strict compliance with any term of this Contract constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

XXVI. FORCE MAJEURE.

Each party's performance under this Contract shall be excused to the extent of and for the time such performance is delayed, interrupted or prevented by an event of force majeure. As used within this Contract, the term "force majeure" shall mean, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, pandemic, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Consultant's or Town's reasonable control. The Consultant and Town shall each exercise their

respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption or prevention.

XXVII. COOPERATION AND FURTHER ACTIONS.

The Town and Consultant agree to take whatever steps reasonably necessary to fulfill the responsibilities assigned to them in this Contract, and further agree to cooperate with each other.

XXVIII. SURVIVAL

All matters that relate to the termination or expiration of this Contract, or that in the normal course may not occur or be effectuated until after such termination or expiration, as well as all rights and obligations of the parties that by their nature may be expected to survive the termination or expiration of this Contract (including the Consultant's responsibility to bond off liens and to indemnify the Town), will survive any termination or expiration of this Contract. Such matters, rights, and obligations will be given full force and effect notwithstanding any termination or expiration of this Contract, but such survival will not operate to extend any applicable statute of limitations.

XXIX. INTERPRETATION.

This Contract shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that the Contract or the provision at issue may have been drafted by or on behalf of any party to this Contract.

All references to "days" will be to calendar days unless specified otherwise. A "business day" or "working day" is a day other than a Saturday, Sunday, or a federal or state holiday when official state offices are closed in the jurisdiction in which the Project is located.

The words "include," "includes" or "including" shall mean, respectively, "include without limitation," "includes without limitation" or "including without limitation."

The words "will" and "shall" are used interchangeably in this Contract.

The words "herein," hereunder," and similar words mean and refer to this entire Contract and not merely the provision in which such term is used.

XXX. CORPORATE AUTHORITY.

The Town and Consultant hereby represent to each other that all necessary corporate action has been taken to enter into this Contract and that the person signing this Contract on behalf of the Town and Consultant, respectively, is duly authorized to do so.

XXXI. NO PERSONAL LIABILITY.

In the event of any dispute between the Town and the Consultant for amounts due, the parties agree that they will only assert claim against the Town or the Consultant, as appropriate. Notwithstanding anything to the contrary contained in any other provision of this Contract, the Town and Consultant's directors, officials, officers, partners, members, agents and employees shall not have any personal

liability under this Contract for any obligation at any time, it being understood that the Consultant shall look solely to the Town for the satisfaction of any claim for amounts due under this Contract and that the Town shall look solely to the Consultant.

XXXII. ENTIRE CONTRACT.

This Contract, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Contract shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Contract is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Contract; however, the parties shall amend this Contract to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

XXXIII. EXECUTION OF CONTRACT.

This Contract may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

XXXIV. PERFORMANCE DURING DISPUTE. Unless otherwise directed by the Town, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved, excepting disputes over payment for services that are past due that are otherwise not contested.

XXXV. THIRD PARTY BENEFICIARY. This Agreement is entered into solely for the benefit of the Town and the Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2026.

WITNESS/ATTEST:

TOWN OF UNIVERSITY PARK

T'Alicandra Hegeman, Town Clerk

By: _____
Laurie K. Morrissey, Mayor

WITNESS:

FREDERICK WARD ASSOCIATES, INC.

By: _____
Printed Name: Barry A. Miller

Title: Director of Architecture

Approved as to form and legal sufficiency:

Suellen M. Ferguson
Attorney for the Town of University Park



**TOWN OF UNIVERSITY PARK
AGENDA ITEM COVER REPORT**

Agenda Item #8C

Meeting Date: June 22, 2026

Item Title: CONSIDERATION OF APPROVAL OF A CONTRACT WITH REDGATE REAL ESTATE ADVISORS, LLC AS PROJECT MANAGER TO ASSIST IN THE DESIGN APPROVAL, PERMITTING, CONTRACT MANAGEMENT AND CONSTRUCTION OF TOWN HALL

Background/Justification:

The motivation for constructing a new Town Hall stems from the limitations of the current facility, a 1926 historic home originally built as a private residence. The current building is not suited for modern municipal operations, and lacks functionality, accessibility, sufficient space and efficiency.

The new building will provide a safe and secure environment for staff, elected officials, residents, and visitors. It will also meet full ADA compliance, something the current building cannot achieve, by including accessible entrances, restrooms, meeting areas, and parking, ensuring equal access for all members of the community.

On May 19, 2025, the Mayor and Council approved a resolution authorizing staff to proceed with soliciting bids for management and design services, to explore funding mechanisms to build a new Town Hall and to take the steps necessary to accomplish these tasks. One of the requirements for design, permitting, zoning, contracting and construction for the Town Hall is project management. Redgate Real Estate Advisors, LLC is an experienced project manager with an extensive understanding of the zoning and permitting process in Prince George's County, having been involved in the project management for the design and construction of the College Park City Hall. Redgate has proposed the following terms for project management: For the duration of Project Planning, Team Assembly, and Design Management (12 months), a fixed monthly fee of \$4,000/month from the chosen start date. For the duration of Construction Administration and Project Closeout (24 months), a fixed monthly fee of \$8,500/month. Based on the preliminary schedule, the project is anticipated to have a duration of 36 months with a proposed not-to-exceed fee of \$252,000. The Mayor and Council are requested to find good cause to award this contract on this negotiated basis.

Fiscal Impact: The contract price will be paid by grant funds received by the Town from the State of Maryland.

Committee Recommendation: The Public Facilities and Services Committee recommends the approval of this contract.

Staff Comments: The staff is in support.

Community Engagement: N/A

Recommended Action:

Motion: To approve a contract with Redgate Real Estate Advisors, LLC. in substantially the form attached to act as Project Manager to assist in the design approval, permitting, contract management and construction of Town Hall not to exceed amount of \$252,000.00, subject to review by the Town Attorney.

EXHIBIT A

1. Project Understanding

The Town of University Park is currently located at 6724 Baltimore Ave. in a 1926 converted historic home with limited space. The building is too small, inaccessible to the public, and not suitable for the Town's current and future needs. As the building's issues became impossible to overcome, the Town embarked on a study to determine the best options for the growth of its facilities on its property. The Town engaged Frederick Ward & Associates (FWA) to study the existing building and property. FWA recommended the construction of a new building for town administration and police functions, followed by the renovation of the existing historic building for use by the public works department. Town leaders reached out to Redgate to discuss the opportunity and requested a proposal for project management services to oversee the entire project.

Funding for the project is largely in place, with funds coming from Town surplus, the current year Town budget, a State of Maryland grant, and other sources, including possible grants and bonds.

2. Proposed Scope of Work

As project manager, Redgate will focus on ensuring strict adherence to schedule milestones, management of the project budget, permitting strategy, and identification and communication of potential variances from the proposed scope and budget to the Town team during all phases of the project. Project management services to be provided are expected to include the following:

PROJECT PLANNING

In the planning phase of the project, Redgate focuses on understanding the client's needs and operations, the project requirements, and the client's specific goals. Activities involved in the planning process include:

- › Work closely with the Town to review project goals and understand programming and design efforts that have been completed to date to create a framework for advancing the design phase.
- › Develop a protocol for communication with the project team and various project stakeholders including the establishment of regular meetings.
- › Understand all construction logistical issues including access points, staging, phasing plans, security requirements, storage areas, constraints, etc.
- › Develop, update, control, and manage a master schedule that outlines all major milestone activities to occur over the anticipated schedule including design, procurement, permitting, pricing, construction, and occupancy. Included will be the establishment of deliverable dates and client approval dates to keep the project on schedule.
- › Prepare a baseline master project budget inclusive of design, construction, FF&E, AV, security, signage, telecommunications, etc. Regularly update and manage the master project budget.

PROJECT TEAM ASSEMBLY

Building the right team for the project and properly leveraging each team member's respective expertise is critical to the success of the project. Activities involved in the team assembly process include:

- › For the general contractor (GC), and other vendors/consultants, prepare a list of qualified firms, manage the interview and bid process, perform comparative analyses of bids and proposals, and make recommendations for award of services.
- › In coordination with the architect, determine necessary project team members in addition to the design and construction team that will need to be engaged.

DESIGN MANAGEMENT

Our approach to design review and management is to be a strong and constant presence at regular project meetings from "Day 1" of the project without stifling process or creativity. Activities involved in the design management process include:

- › Manage the construction document preparation and provide periodic reviews of the design documents.
- › Review requirements for furniture, equipment, AV, security, IT, data, and cabling.
- › Provide oversight of IT/AV and security system implementation including ensuring that footprint allocation, power, air conditioning, blocking, conduit, etc. are properly articulated to the MEP engineer and incorporated into the construction plans.
- › Manage and regularly update the project design schedule and budget as necessary to reflect progress.
- › Manage the project consultants to comply with the project schedule and project budget.

CONSTRUCTION ADMINISTRATION

During construction, Redgate will focus on managing the schedule, budget, quality, and logistics of the project. We will apply our experience and expertise to work with the project team to protect the client from risk and ensure that the project is successfully executed. Activities involved in the construction management process include:

- › Regularly update the project schedule and notify the Town if the substantial completion date or key milestones are subject to delay.
- › Regularly update the project budget on at least a monthly basis and submit to the Town for approval if changes are recommended.
- › Implement a project control system and establish procedures with the GC for timely submission, verification, and approval of all submittals, RFI's, shop drawings, proposed change orders, and claims for additional time or cost.
- › Review requests for change orders, evaluate potential cost and schedule impacts, submit recommendations, perform negotiations, and ensure that any changes do not impact the

project requirements and original design intent.

- › Review all requested additional services requested by consultants during construction and make recommendations relative to approval.
- › Provide weekly on-site field inspections to help identify issues and provide possible solutions.
- › Manage, review, and approve all invoices from consultants, and prepare monthly requisitions and cost reports with all consultant invoices and costs spent to date.
- › Review and monitor all construction logistics plans.
- › Participate in all project meetings including weekly construction progress meeting with design team, GC, and other vendors. Also, meet periodically with the Town to review project budgets, forecasts and high-level issues.

PROJECT CLOSEOUT

Activities involved in the project closeout process include:

- › Assist the GC in obtaining a certificate of occupancy for the project.
- › Assist in the preparation of the punch list upon substantial completion and monitor the prosecution of such punch list items.

3. Proposed Project Team

KATIE HEARN | PROJECT EXECUTIVE

Katie will act as Project Executive, providing key guidance through all phases of the project and creating a framework for achieving client goals including the development of team roles and responsibilities, budget, and schedule. Katie will:

- › Manage overall project strategy including contractual relationships, overall project implementation, and risk mitigation.
- › Coordinate overall project activities to ensure successful execution.
- › Assemble project team, develop procurement strategy, and negotiate contracts.
- › Perform risk assessments and value engineering evaluations.

WILL ABBOTT | PROJECT MANAGER

Will will act as Project Manager and will work closely with Katie on the development and management of the schedule, budget, and project deliverables. Will will also have day-to-day responsibility for the successful implementation of the project, which will involve overseeing the

design and construction process; ensuring that plans, specifications, and agreements are adhered to; and instituting clear objectives for communication. Specific responsibilities will include:

- › Lead day-to-day project activities from design through construction, occupancy and project closeout.
- › Coordinate, lead, and document weekly project meetings.
- › Manage project consultants.
- › Create and manage action logs to drive project team and ensure timely decision making.
- › Create and manage master schedule and budget.
- › Perform technical review and quality control of project documentation.
- › Ensure construction quality and coordinate project logistics.
- › Perform construction administration including pay requisition and change order processes.
- › Create and manage project team communication and reporting protocols.

4. Fee Proposal

We propose a 2-phase fee schedule:

For the duration of Project Planning, Team Assembly, and Design Management (12 months), we propose a fixed monthly fee of \$4,000/month commencing upon selection or as otherwise agreed by the parties. For the duration of Construction Administration and Project Closeout (24 months), we propose a fixed monthly fee of \$8,500/month. Based on the preliminary schedule, the project is anticipated to have a duration of 36 months and therefore our proposed not-to-exceed fee is \$252,000.

Should the project schedule duration exceed 36 months, the parties will agree to discuss any additional compensation.

In addition to the base fee, miscellaneous out-of-pocket expenses will be billed at cost. These items may include travel, parking, overnight delivery, etc.

We appreciate the opportunity to submit this proposal. We trust you will find value in our people and services.

DRAFT CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective the ____ day of _____, 2026 (“Effective Date”), by and between TOWN OF UNIVERSITY PARK (“Town”), a municipal corporation of the State of Maryland, whose address is 6724 Baltimore Avenue, University Park, MD 20782, and REDGATE REAL ESTATE ADVISORS, LLC, (“Consultant”) whose address is 7272 Wisconsin Ave., Suite 900, Bethesda, MD 20814 (collectively, the “Parties”).

WHEREAS, the Town intends to construct a new building on the lot currently improved by the Town Hall, to move the Town’s public meeting, community space, administrative and police department functions to the new building from the Town Hall upon completion, to perform a limited rehabilitation of the Town Hall and to add a storage building, with the public works function to remain at the Town Hall (“Project”); and

WHEREAS, the Town seeks a Consultant to act for the Town as an independent contractor to serve as Project Manager for the Project; and

WHEREAS, the Consultant has agreed to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages Consultant, as an independent contractor and not as an agent or employee of the Town, to act as Project Manager for the Project to be located at 6724 Baltimore Avenue, University Park, MD 2078 2and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to this Agreement, the Consultant agrees to perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

Role: The Consultant will act on behalf of the Town in leading and ensuring delivery of the Project in-line with Project goals and requirements.

Project details: The scope of the Project is to construct a new building to house specific functions of the Town. During construction, Town personnel will continue to work from the existing Town Hall building. Upon completion, all Town functions will move to the new building except for the Public Works Department. The existing Town Hall will undergo limited rehabilitation once the new building is complete. A storage facility will be added to the existing Town Hall. A concept of the new building and interior space design prepared by Frederick Ward and Associates is attached and incorporated as Exhibit A.

Tasks:

Consultant will act as the Project Manager for the Project. The Scope of Services is more particularly set out in Consultant's Proposal, attached and incorporated as Exhibit B.

3. Dates of Work. The Consultant agrees to commence work on the Effective Date. The Project is anticipated to have a duration of 36. The work shall be completed in conformance with the Schedule of Work to be developed and approved by the Town, its architect and Consultant. Once that Schedule of Work is approved by all parties, time is of the essence in the completion of the services by any deadlines established in the Schedule of Work.

4. Contract Price. The Town, agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, on a 2-phase fee schedule as follows:

For the duration of Project Planning, Team Assembly, and Design Management (12 months), we propose a fixed monthly fee of \$4,000/month commencing upon selection or as otherwise agreed by the parties. For the duration of Construction Administration and Project Closeout (24 months), we propose a fixed monthly fee of \$8,500/month. Based on the preliminary schedule, the project is anticipated to have a duration of 36 months and therefore our proposed not-to-exceed fee is \$252,000.

Incidental costs including, but not limited to, travel, printing, copying, binding, drawings, diagrams and photographs, are reimbursable to Consultant and shall be itemized for submission to the Town's Finance Director.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the Town in writing. Such services shall be billed to the Town at the following hourly rates:

Should the project schedule duration exceed 36 months, the parties will agree to discuss any additional compensation.

Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any documentation required by the Town. Invoices will be paid within thirty (30) days of submission after approval by the Town's Treasurer.

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

Exhibit A Concept drawings

Exhibit B Bid Proposal Form submitted by Consultant and attachments thereto

Non-Collusion Affidavit

Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

Certificates of Insurance and Additional Insured Endorsements

Schedule of work

In the event of a conflict between this Agreement and any of the Contract Documents, this Agreement will prevail.

6. Other Payments; Expenses; Taxes. The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. Except as set forth in Section 4 above, the parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

7. Insurance. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, with the exception of the workers compensation, Consultant will name the Town of University Park as additional insureds and provide an additional insured endorsement.

A. Comprehensive General Liability Insurance

- (1) Combined single liability limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (2) \$2,000,000 Products/Completed Operations Limit

All insurance shall include completed operations, and contractual liability coverage.

Automobile Liability Coverage

Combined single liability limit of \$1,000,000 per occurrence/aggregate

Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance.

Consultant must maintain insurance, in these amounts, that will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town within ten (10) days following the execution of this Agreement and prior to commencement of any work. The Town shall receive 30 days prior notice of any reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

The Consultant shall also furnish to the Town a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

8. Indemnification. The Consultant shall indemnify and hold harmless the Town its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors. Subject to and without waiving common law and other governmental immunities, and the provisions §5-301 *et seq*, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town shall indemnify and hold harmless the Consultant, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of its performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Town, its agents, servants, employees and subcontractors.

9. Licenses, Permits, Applicable Laws. Consultant is tasked with the overall management of ensuring that any and all licenses and permits pertaining to performance of the work for the Project are obtained. All services provided by Consultant shall conform to all applicable laws and regulations.

10. Standards of Work. All services performed pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. Subcontracting. The Consultant may not subcontract any work required under this Agreement without the consent of the Town. Any subcontracting identified in the selected proposal may be identified here. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

12. Accurate Information. The Consultant certifies that all information provided in its proposal or other requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. Errors in Specifications. The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. No Assignment. This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town and further recognizes that in such event monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town or UMD at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver services in a timely manner, to act in good faith, or to carry out the work in accordance with Contract Documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 72 hours after receipt of notification, or if the default cannot be cured within 72 hours, has not diligently pursued a cure of the default, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies they may have.

18. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determine that such termination is in its best interest. The Town will be liable to Consultant only for services furnished by Consultant prior to the effective date of such termination, which shall be the date of delivery to the Consultant of the notice of termination.

19. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Town of University Park:
Christina Cornwell
Town Administrator
6724 Baltimore Avenue
University Park, MD 20782
ccornwell@upmd.org

Consultant:
Katie Hearn
Redgate Real Estate Advisors, LLC
7272 Wisconsin Avenue
Suite 900
Bethesda, MD 20814
410-456-5614
katie.hearn@redgate-re.com

20. Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach as awarded by a court of competent jurisdiction.

21. Enforcement Provisions. The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way

be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. Set-Off. In the event that Consultant shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Town.

25. Materials.

A. Materials produced under this Agreement shall be considered Official Products of Work, owned by the Town, as beneficiary. With permission from the Town the Consultant may share/use these Products with other existing and future clients.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town, as beneficiary, shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in documents that may be given to the Consultant for review remain the property of the Town and may not be duplicated or distributed or otherwise published without the express consent of the owner. Material provided to the Consultant for review shall be returned to the Town upon completion of the Project.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Town. Any

copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

26. Performance During Dispute. Unless otherwise directed by the Town, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved, excepting disputes over payment for services that are past due that are otherwise not contested.

27. Third Party Beneficiary. This Agreement is entered into solely for the benefit of the Town, COHA and the Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

28. Execution of Agreement. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

TOWN OF UNIVERSITY PARK

T'Alicandra Hegeman, Town Clerk

By: _____
Laurie K. Morrissey, Mayor

WITNESS:

REDGATE REAL ESTATE ADVISORS, LLC

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Suellen M. Ferguson
Town Attorney

Town Administrator's Report

Christina L. Cornwell



May 18, 2026 – June 17, 2026

Meetings Attended

- May 21 – Introductory Meeting with Councilmember Sweet
- May 26 - Introductory Meeting with Councilmember Mowery
- May 26 – Met with Ms. Deborah Markenson to learn more about the Sustainability Grants
- May 27 - Introductory Meeting Ms. Suellen Ferguson
- May 28 - Introductory Meeting with Councilmember Godfrey
- May 28 – Met with the Maryland Department of Natural Resources staff to learn more about grant opportunities
- May 28 - Introductory Meeting with Councilmember Gathercole
- June 2 – Met with Pastor Phil Curran at the Church of Brethren to discuss community engagement
- June 8 – Introductory Meeting with the City of College Park's City Manager, Deputy City Manager, and Assistant Manager
- June 14 -17 – Attended the Maryland Municipal League (MML) Conference

Committees Attended

- May 21 – Public Facilities and Services Committee
- May 27 – Helping Hands University Park Committee
- June 10 – Trees, Parks and Environment Committee
- June 11 – Development Overview Committee

Project Updates

- Town staff and Ms. Suellen Ferguson have explained the Town Hall project to the Town Administrator and we are in the process of formalizing the next steps as approved by the Mayor and Council at the May 18 Town Council Meeting.

6724 Baltimore Avenue University Park, MD ♦ (301) 927-4262 ext. 101
ccornwell@upmd.org ♦ upmd.org

- The Town Treasurer and Town Administrator will receive an email from the Department of U.S. Treasury any time between now and April 2027 to begin the American Rescue Act Plan (ARPA) grant close out process.
- Under the lead of the Administrative/Social Media Assistant, Town staff are coordinating efforts for the July 4th event.
- The Administrative/Social Media Assistant and Town Clerk are coordinating efforts to make improvements to the Town's Website.
- Town staff are coordinating with the Town Treasurer's lead to migrate to a new payroll system as of July 1.
- Attended Prince George's County Hazard Mitigation Webinar to learn next steps for the Town to participate in the update of the 2028 Prince George's County Hazard Mitigation Plan.

Funding Updates

- Department of General Services (DGS) Grant 19-G121 for \$150,000 expiration date was extended to June 1, 2027. The DGS Grant 19-270 for \$50,000 it is on the agenda for June 17 to approve an extension.
- The Town Treasurer and Town Administrator are coordinating with DGS for the intake forms and process for the approved FY26 grant for \$200,000 slated for the Town Hall.
- The Town Treasurer and Town Administrator are working on the closing out process for FY22 grant for \$125,000 that supported the University Park Pedestrian Bridge Replacement and Repair.
- The Town Treasurer and Town Administrator will receive an email from the Department of U.S. Treasury any time between now and April 2027 to begin the American Rescue Act Plan (ARPA) grant close out process.

BUILDING PERMITS APPROVED ADMINISTRATIVELY

WARD	ADDRESS	PROJECT
4	4204 Woodberry Street	Install roof mounted solar panels
4	4312 Woodberry Street	Repair/replace existing driveway
4	4304 Underwood Street	Repair/replace existing driveway and retaining wall
3	6500 44 th Avenue	Add 1 story addition on crawl space with side porch and rear deck
4	6707 Wells Parkway	Install a generator and a concrete block foundation
3	4407 Underwood Street	Install a screened porch, deck and concrete patio
3	4413 Underwood Street	Convert existing detached garage into office space

EV PERMITS

	DECALS	Hang Tags
Resident	7	
UPES		
Non-Resident		

TOWN OF UNIVERSITY PARK

May 2026 Treasurer's Report





Town of University Park

Cash Balances

May 2026 Fiscal Year 2026

Bank Account	Balance
Truist – General Fund	\$68,226
Truist – Debit Card	\$11,410
MLGIP	\$5,804,232
Police Benevolence Fund	-\$472
HHUP TAF Fund	-\$22,620
Employee Holiday Fund	-\$3,360
Petty Cash	\$500
Total Bank Accounts	\$5,857,916

Financial Highlights – May 2026

1. As of May 31, 2026, the Town's combined cash balances totaled \$5,857,916. The Town continues to maintain adequate liquidity to meet current operating requirements and planned capital expenditures.
2. Through eleven months of Fiscal Year 2026, year-to-date operations generated a surplus of \$180,928. Revenue collections have remained stable, supported by real estate taxes, state income tax distributions, interest earnings, and speed camera revenue. Overall spending remains within budget expectations, and the Town remains financially well-positioned as it approaches the end of Fiscal Year 2026.

Town of University Park
Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L
 July 2025 - May 2026

	Actual	YTD Actual	Budget	over Budget	% of Budget
Income					
General Fund Revenues					
I - Taxes					
4000-00 Real Estate Tax Revenue	5,503.47	2,604,191.10	2,603,932.39	258.71	100.01%
4005-00 Business Personal Property Tax	0.00	70,951.08	64,000.00	6,951.08	110.86%
4010-00 Penalties & Interest on Taxes	0.00	0.00	3,600.00	-3,600.00	0.00%
4020-00 State Income Tax	225,385.43	997,122.44	850,000.00	147,122.44	117.31%
Total I - Taxes	\$ 230,888.90	\$ 3,672,264.62	\$ 3,521,532.39	\$ 150,732.23	104.28%
II - State Shared					
4015-00 Highway Users	27,938.35	136,877.18	215,278.85	-78,401.67	63.58%
4025-00 Police Protection	0.00	49,191.00	65,588.00	-16,397.00	75.00%
4030-00 Bank Stock	0.00	0.00	10,257.00	-10,257.00	0.00%
Total II - State Shared	\$ 27,938.35	\$ 186,068.18	\$ 291,123.85	-\$ 105,055.67	63.91%
III - County					
4055-00 Landfill Rebate	232.06	232.06	6,256.00	-6,023.94	3.71%
Total III - County	\$ 232.06	\$ 232.06	\$ 6,256.00	-\$ 6,023.94	3.71%
IV - Licenses & Permits					
4075-00 Cable TV Franchise Payments	3,198.10	22,388.24	31,162.00	-8,773.76	71.84%
4076-00 Cable TV - Capital Equipment	5,028.45	11,562.81	19,506.00	-7,943.19	59.28%
4080-00 Building Permits & Fees	449.84	6,857.82	8,000.00	-1,142.18	85.72%
4090-00 EV Permits	10.00	5,890.00	1,500.00	4,390.00	392.67%
Total IV - Licenses & Permits	\$ 8,686.39	\$ 46,698.87	\$ 60,168.00	-\$ 13,469.13	77.61%
V - Miscellaneous					
4085-00 Accident Reports	30.00	180.00	0.00	180.00	
4095-00 Rental License Fees	6,000.00	13,450.00	15,000.00	-1,550.00	89.67%
4096-00 Legacy Tree Program	0.00	600.00	0.00	600.00	
4100-00 Fines - Police	250.00	3,455.00	3,000.00	455.00	115.17%
4103-00 Veoride Revenue	0.00	0.00	300.00	-300.00	0.00%
4105-00 Vehicle Release	750.00	3,175.00	2,500.00	675.00	127.00%
4120-00 Interest Income	17,684.68	227,996.00	250,000.00	-22,004.00	91.20%
4150-00 Revenue -Miscellaneous	0.00	2,069.56	2,500.00	-430.44	82.78%
4155-00 Revenue - Recycling	0.00	534.10	2,600.00	-2,065.90	20.54%
4160-00 Sale of Asset	0.00	6,532.00	2,500.00	4,032.00	261.28%
4170-00 Speed Camera	27,945.00	501,781.68	700,000.00	-198,218.32	71.68%
4175-00 Redlight	0.00	0.00	30,000.00	-30,000.00	0.00%
4244-00 Sale of Energy Credits	4,341.25	4,341.25	3,000.00	1,341.25	144.71%
4248-00 PEPCO - Solar Array Excess Gen.	0.00	0.00	100.00	-100.00	0.00%
Total V - Miscellaneous	\$ 57,000.93	\$ 764,114.59	\$ 1,011,500.00	-\$ 247,385.41	75.54%
VI - Grant & Bond Revenue					
4243-00 WSSC/WGL - Street Repair Rebate	0.00	1,861.48	0.00	1,861.48	
4247-00 Environmental Stewardship Grant	0.00	10,000.00	10,000.00	0.00	100.00%
4250-00 Sustainable Action Grant – Community Learning Garden	0.00	20,000.00	0.00	20,000.00	
Total VI - Grant & Bond Revenue	\$ 0.00	\$ 31,861.48	\$ 10,000.00	\$ 21,861.48	318.61%
VII - Prior Year's Surplus					
		0.00	5,549,880.00	-5,549,880.00	0.00%
Total General Fund Revenues	\$ 324,746.63	\$ 4,701,239.80	\$ 10,450,460.24	-\$5,749,220.44	44.99%
Total Income	\$ 324,746.63	\$ 4,701,239.80	\$ 10,450,460.24	-\$5,749,220.44	44.99%
Gross Profit	\$ 324,746.63	\$ 4,701,239.80	\$ 10,450,460.24	-\$5,749,220.44	44.99%

Expenses

General Government

I - Personnel - Gen Govt

A Salaries - General Government

	Actual	YTD Actual	Budget	over Budget	% of Budget
6104-01 Mayor' & Council Salary	769.23	31,042.29	35,400.00	-4,357.71	87.69%
6105-01 General Government - Reg	28,176.79	289,982.84	386,725.00	-96,742.16	74.98%
6106-01 General Government - OT	0.00	1,133.12	1,000.00	133.12	113.31%
6108-01 General Government - Sick	2,165.24	8,992.29	0.00	8,992.29	
6109-01 General Government - Vacation	182.00	36,504.16	0.00	36,504.16	

Total A Salaries - General Government **\$ 31,293.26 \$ 367,654.70 \$ 423,125.00 -\$ 55,470.30 86.89%**

B - Payroll Tax & Benefits - GG

6600-01 Life Insurance - Employee - GG	0.00	47.70	0.00	47.70	
6605-01 Health Insurance - GG	1,561.80	20,058.51	18,900.00	1,158.51	106.13%
6610-01 Payroll Taxes - GG	1,362.18	23,344.63	29,600.00	-6,255.37	78.87%
6620-01 Worker's Comp Insurance - GG	71.64	1,253.83	1,260.00	-6.17	99.51%
6625-01 Unemployment Insurance - GG	0.00	1,244.33	950.00	294.33	130.98%
6630-01 State Retirement - GG	0.00	41,246.29	45,800.00	-4,553.71	90.06%
6635-01 Payroll Taxes - Mayor & Council	122.30	6,518.37	7,140.00	-621.63	91.29%

Total B - Payroll Tax & Benefits - GG **\$ 3,117.92 \$ 93,713.66 \$ 103,650.00 -\$ 9,936.34 90.41%**

Total I - Personnel - Gen Govt

\$ 34,411.18 \$ 461,368.36 \$ 526,775.00 -\$ 65,406.64 87.58%

II -Operating - Gen. Government

6000-01 ADA (Interpreters)	0.00	0.00	250.00	-250.00	0.00%
6005-01 Accounting & Auditing	0.00	65,596.18	56,000.00	9,596.18	117.14%
6006-01 Payroll Processing	0.00	0.00	20,000.00	-20,000.00	0.00%
6015-01 Building Maintenance	1,615.00	24,591.60	30,700.00	-6,108.40	80.10%
6020-01 Building Utilities	319.41	3,823.75	11,000.00	-7,176.25	34.76%
6022-01 UPES Utilities	0.00	0.00	900.00	-900.00	0.00%
6023-01 Meadow Day	662.19	662.19	1,000.00	-337.81	66.22%
6026-01 Community Events	0.00	2,585.99	7,500.00	-4,914.01	34.48%
6027-01 Council Retreat / Orientation	0.00	0.00	5,000.00	-5,000.00	0.00%
6029-01 Battery Powered Equip. Program	0.00	1,748.36	10,000.00	-8,251.64	17.48%
6030-01 Recording Secretary	0.00	1,092.00	1,092.00	0.00	100.00%
6050-01 Elections	784.14	784.14	5,000.00	-4,215.86	15.68%
6053-01 Employee Awards and Events	0.00	3,837.43	3,800.00	37.43	100.99%
6055-01 Engineering Serv. (Exc. Street)	0.00	0.00	3,000.00	-3,000.00	0.00%
6064-01 IT Costs	571.91	30,269.96	34,023.00	-3,753.04	88.97%
6065-01 Insurance	-93.00	47,304.00	55,000.00	-7,696.00	86.01%
6070-01 Legal Advertisement	90.00	890.00	1,800.00	-910.00	49.44%
6075-01 Legal Fees	0.00	49,650.50	50,000.00	-349.50	99.30%
6080-01 Council Travel & Training	2,408.00	8,474.70	22,000.00	-13,525.30	38.52%
6083-01 Meeting Costs	0.00	953.63	3,000.00	-2,046.37	31.79%
6085-01 Memberships and Dues	0.00	3,697.15	8,000.00	-4,302.85	46.21%
6090-01 Newsletter	0.00	8,408.45	26,000.00	-17,591.55	32.34%
6095-01 Office Expenses	1,501.70	18,201.28	31,000.00	-12,798.72	58.71%
6097-01 Publications	0.00	0.00	2,000.00	-2,000.00	0.00%
6101-01 Solar Array Maintenance	0.00	1,187.59	19,000.00	-17,812.41	6.25%
6110-01 Small Equipment	0.00	5,836.94	7,000.00	-1,163.06	83.38%
6115-01 Telephone & Maintenance	537.16	7,341.84	14,000.00	-6,658.16	52.44%
6117-01 Town Administrator Expense	0.00	2,312.26	9,000.00	-6,687.74	25.69%
6128-01 Training	0.00	5,490.68	9,500.00	-4,009.32	57.80%
6130-01 Website Maintenance & Design	0.00	0.00	10,000.00	-10,000.00	0.00%

Total II -Operating - Gen. Government **\$ 8,396.51 \$ 294,740.62 \$ 456,565.00 -\$ 161,824.38 64.56%**

III - Grants & Donations

6063-01 Fire Dept Donation	0.00	13,500.00	13,500.00	0.00	100.00%
6066-01 Arts in The Park	0.00	85.20	500.00	-414.80	17.04%
6099-01 UPES PTA Donation	0.00	6,000.00	6,000.00	0.00	100.00%
6152-01 Senior Programs - Helping Hands	203.85	2,839.12	5,000.00	-2,160.88	56.78%
6203-02 UPCA Grant	0.00	0.00	1,000.00	-1,000.00	0.00%
6250-02 PTA - Azalea Classic	0.00	7,000.00	7,000.00	0.00	100.00%
6251-01 Anacostia Watershed	0.00	5,000.00	5,000.00	0.00	100.00%
6252-01 Route 1 Cares	0.00	5,000.00	5,000.00	0.00	100.00%
6253-01 NWHS PTA	0.00	4,000.00	4,000.00	0.00	100.00%

Total III - Grants & Donations **\$ 203.85 \$ 43,424.32 \$ 47,000.00 -\$ 3,575.68 92.39%**

Total General Government **\$ 43,011.54 \$ 799,533.30 \$ 1,030,340.00 -\$ 230,806.70 77.60%**

Police & Public Safety

	Actual	YTD Actual	Budget	over Budget	% of Budget
I - Police & PS - Personnel					
A - Salaries - P & PS					
6344-03 Police - Vacation	6,041.86	29,805.48	0.00	29,805.48	
6345-03 Police - Regular	58,440.44	695,812.07	1,011,702.00	-315,889.93	68.78%
6346-03 Police - OT	3,849.02	46,652.97	37,315.00	9,337.97	125.02%
6349-03 Police - Sick Plan	744.68	39,398.46	0.00	39,398.46	
Total A - Salaries - P & PS	\$ 69,076.00	\$ 811,668.98	\$ 1,049,017.00	-\$ 237,348.02	77.37%
B - Payroll Tax & Benefits - PS					
6600-03 Life Insurance - Employee - PS	0.00	174.90	0.00	174.90	
6605-03 Health Insurance - Police & PS	12,431.08	130,194.86	138,098.00	-7,903.14	94.28%
6610-03 Payroll Taxes - Police & PS	7,645.93	70,092.17	77,400.00	-7,307.83	90.56%
6615-03 401(k) Retirement - Police & PS	0.00	0.00	0.00	0.00	
6620-03 Workers Comp Insurance - PS	5,749.11	59,663.47	89,500.00	-29,836.53	66.66%
6625-03 Unemployment Insurance - PS	0.00	1,309.41	1,000.00	309.41	130.94%
6630-03 State Retirement - PS	0.00	108,969.46	121,500.00	-12,530.54	89.69%
Total B - Payroll Tax & Benefits - PS	\$ 25,826.12	\$ 370,404.27	\$ 427,498.00	-\$ 57,093.73	86.64%
Total I - Police & PS - Personnel	\$ 94,902.12	\$ 1,182,073.25	\$ 1,476,515.00	-\$ 294,441.75	80.06%
I.I - Code Compliance					
6380-03 Code Compliance Salary	2,100.00	13,652.81	37,820.00	-24,167.19	36.10%
6631-03 Code Compliance- Payroll Tax	171.15	763.96	5,230.00	-4,466.04	14.61%
6633-03 Code Compliance Operating Costs	0.00	528.80	8,500.00	-7,971.20	6.22%
6635-03 State Retirement - CE	0.00	4,038.17	4,484.00	-445.83	90.06%
Total I.I - Code Compliance	\$ 2,271.15	\$ 18,983.74	\$ 56,034.00	-\$ 37,050.26	33.88%
II - Police & PS - Operating					
5303-03 CitationRed Light /Speed Camera	0.00	177,324.90	264,000.00	-86,675.10	67.17%
6300-03 Bike Patrol	0.00	0.00	4,000.00	-4,000.00	0.00%
6303-03 Body Worn Cameras/Tasers	0.00	22,499.98	22,500.00	-0.02	100.00%
6305-03 Computer	0.00	6,830.77	8,000.00	-1,169.23	85.38%
6307-03 Crossing Guards / Park Enforce	1,028.87	8,947.43	10,000.00	-1,052.57	89.47%
6312-03 Emergency Alert System - Nixle	0.00	2,060.00	2,200.00	-140.00	93.64%
6315-03 Police Supplies & Manuals	69.71	4,952.11	6,440.00	-1,487.89	76.90%
6320-03 Gasoline	0.00	15,943.98	19,800.00	-3,856.02	80.53%
6322-03 GPS	0.00	1,961.72	3,000.00	-1,038.28	65.39%
6323-03 Home Security Reimb. Program	100.00	300.00	2,000.00	-1,700.00	15.00%
6325-03 Medical Exams	222.00	2,738.59	8,000.00	-5,261.41	34.23%
6327-03 MILES Computer	0.00	0.00	100.00	-100.00	0.00%
6329-03 Mobile Data Terminals	2,379.03	13,572.82	15,000.00	-1,427.18	90.49%
6330-03 Travel, Meetings, Prof. Dues	0.00	6,765.91	8,000.00	-1,234.09	84.57%
6340-03 Radio Maintenance	0.00	300.00	500.00	-200.00	60.00%
6350-03 Small Equipment - Police	0.00	19,008.43	27,000.00	-7,991.57	70.40%
Total 6351-03 Uniforms	\$ 0.00	\$ 10,237.02	\$ 17,300.00	-\$ 7,062.98	59.17%
6353-03 Traffic Calming	0.00	0.00	500.00	-500.00	0.00%
6355-03 Training	2,000.00	11,255.59	12,000.00	-744.41	93.80%
6356-03 Training - Active Shooter	175.00	2,238.59	3,000.00	-761.41	74.62%
6370-03 Vehicle Maintenance	197.20	15,248.29	15,500.00	-251.71	98.38%
Total II - Police & PS - Operating	\$ 6,171.81	\$ 322,186.13	\$ 448,840.00	-\$ 126,653.87	71.78%
III - Police & PS - Cap. Outlay					
6334-03 In-Car Camera - Axon	0.00	0.00	31,500.00	-31,500.00	0.00%
6335-03 Police Car	0.00	73,710.00	75,500.00	-1,790.00	97.63%
6559-03 Lexipol Services	0.00	0.00	5,000.00	-5,000.00	0.00%
Total III - Police & PS - Cap. Outlay	\$ 0.00	\$ 73,710.00	\$ 112,000.00	-\$ 38,290.00	65.81%
Total Police & Public Safety	\$ 103,345.08	\$ 1,596,953.12	\$ 2,093,389.00	-\$ 496,435.88	76.29%

Public Works

	Actual	YTD Actual	Budget	over Budget	% of Budget
I - Personnel - PW					
A - Salaries - PW					
6550-05 Public Works	52,055.91	533,340.69	687,779.00	-154,438.31	77.55%
6551-05 Public Works - OT	1,353.42	70,447.43	58,000.00	12,447.43	121.46%
6553-05 Contract Labor	0.00	7,458.90	7,500.00	-41.10	99.45%
6554-05 Public Works - Sick	1,187.87	20,738.15	0.00	20,738.15	
6555-05 Public Works - Vacation	516.22	46,612.25	0.00	46,612.25	
Total A - Salaries - PW	\$ 55,113.42	\$ 678,597.42	\$ 753,279.00	-\$ 74,681.58	90.09%
B - Payroll Tax & Benefits - PW					
6600-05 Life Insurance - Employee -PW	0.00	159.00	0.00	159.00	
6605-05 Health Insurance	10,571.90	144,690.68	171,810.00	-27,119.32	84.22%
6610-05 Payroll Taxes - PW	2,682.46	51,850.81	54,570.00	-2,719.19	95.02%
6620-05 Workers Comp Insurance - PW	3,134.25	24,619.94	44,072.00	-19,452.06	55.86%
6625-05 Unemployment Insurance - PW	0.00	981.67	750.00	231.67	130.89%
6630-05 State Retirement - PW	0.00	76,999.08	85,500.00	-8,500.92	90.06%
Total B - Payroll Tax & Benefits - PW	\$ 16,388.61	\$ 299,301.18	\$ 356,702.00	-\$ 57,400.82	83.91%
Total I - Personnel - PW	\$ 71,502.03	\$ 977,898.60	\$ 1,109,981.00	-\$ 132,082.40	88.10%
II - Operating - Parks & Rec					
6202-02 Cemetery Upkeep	0.00	0.00	100.00	-100.00	0.00%
6210-02 Tree Maintenance	0.00	23,660.00	25,000.00	-1,340.00	94.64%
6215-02 Tree Replacement	6.33	9,360.17	10,000.00	-639.83	93.60%
6216-02 Consult. Arborist - Tree Ord.	0.00	7,650.00	9,000.00	-1,350.00	85.00%
6217-02 Resident Tree Reimbursement	300.00	1,897.00	4,000.00	-2,103.00	47.43%
6220-02 Upkeep of Park	46.99	13,532.91	14,000.00	-467.09	96.66%
6222-02 Park Utilities	592.41	6,966.78	8,000.00	-1,033.22	87.08%
6227-02 Park Usage Concept Plan	0.00	0.00	25,000.00	-25,000.00	0.00%
6230-02 Playing Field Maintenance	0.00	5,400.00	8,000.00	-2,600.00	67.50%
6235-02 Park Landscape Maintenance	0.00	5,524.44	9,000.00	-3,475.56	61.38%
6236-02 Sustainability Committee	0.00	450.75	2,000.00	-1,549.25	22.54%
6237-02 Environmental Stewardship Grant	0.00	5,674.44	10,000.00	-4,325.56	56.74%
Total 6236-02 Sustainability Committee	\$ 0.00	\$ 6,125.19	\$ 12,000.00	-\$ 5,874.81	51.04%
Total II - Operating - Parks & Rec	\$ 945.73	\$ 80,116.49	\$ 124,100.00	-\$ 43,983.51	64.56%
III - Operating - Streets					
6410-04 Snow Removal	0.00	791.99	5,000.00	-4,208.01	15.84%
6420-04 Street Lights	5,873.16	29,805.03	32,500.00	-2,694.97	91.71%
6425-04 Street & Sidewalk Maintenance	0.00	33,935.87	30,000.00	3,935.87	113.12%
6435-04 Street Trees - Replacement	0.00	9,975.00	10,000.00	-25.00	99.75%
6440-04 Street Tree - Maintenance	0.00	41,059.00	50,000.00	-8,941.00	82.12%
Total III - Operating - Streets	\$ 5,873.16	\$ 115,566.89	\$ 127,500.00	-\$ 11,933.11	90.64%
IV - Operating - Gen./Sanit					
6500-05 Fuel	0.00	20,058.51	22,000.00	-1,941.49	91.18%
6501-05 Composting Program	0.00	25,688.18	26,000.00	-311.82	98.80%
6505-05 Landfill	843.75	40,972.75	70,000.00	-29,027.25	58.53%
6510-05 Landfill - Compost (MD Environ)	0.00	1,747.70	0.00	1,747.70	
6515-05 Medical Exams	0.00	678.00	1,000.00	-322.00	67.80%
6535-05 Recycling Costs	1,261.53	10,953.01	15,000.00	-4,046.99	73.02%
6546-05 Travel & Dues	0.00	2,281.56	5,000.00	-2,718.44	45.63%
6547-05 Training	350.00	6,074.43	7,500.00	-1,425.57	80.99%
6548-05 Trash & Recycle Carts	0.00	9,880.00	6,000.00	3,880.00	164.67%
6560-05 Tools & Supplies	141.45	16,401.52	17,000.00	-598.48	96.48%
6570-05 Uniform Purchases	0.00	5,555.31	6,500.00	-944.69	85.47%
6580-05 Vehicle Maintenance	2,758.10	95,156.17	82,000.00	13,156.17	116.04%
6585-05 Town Maintenance Facility	823.06	17,359.54	18,000.00	-640.46	96.44%
Total IV - Operating - Gen./Sanit	\$ 6,177.89	\$ 252,806.68	\$ 276,000.00	-\$ 23,193.32	91.60%
V - Capital Outlay - PW					
6522-05 Garage Roof & Bldg Ren/Design	6,250.00	238,554.27	250,000.00	-11,445.73	95.42%
6531-05 UPES EV Charging Permit	209.82	209.82	0.00	209.82	
6533-05 Traffic Calming Study	0.00	8,671.15	42,639.85	-33,968.70	20.34%
6534-05 Traffic Mitigation	0.00	6,854.75	30,000.00	-23,145.25	22.85%
6536-05 Clagett-Pineway SWM MOU - Engineering Services	0.00	18,398.47	175,000.00	-156,601.53	10.51%
Total V - Capital Outlay - PW	\$ 6,459.82	\$ 272,688.46	\$ 497,639.85	-\$ 224,951.39	54.80%
Total Public Works	\$ 90,958.63	\$ 1,699,077.12	\$ 2,135,220.85	-\$ 436,143.73	79.57%

	Actual	YTD Actual	Budget	over Budget	% of Budget
Reserves & Debt Service					
I. Unreserved - Designated					
6068-01 Legacy Tree Program	0.00	0.00	8,000.00	-8,000.00	0.00%
6529-05 Pepco Street Light Purchase	0.00	0.00	50,000.00	-50,000.00	0.00%
6600-08 Vehicle Replacement	0.00	0.00	60,000.00	-60,000.00	0.00%
6615-08 Police Officer Overtime	0.00	40,000.00	40,000.00	0.00	100.00%
6617-08 Capital Infrastructure	0.00	0.00	250,000.00	-250,000.00	0.00%
Total I. Unreserved - Designated	\$ 0.00	\$ 40,000.00	\$ 408,000.00	-\$ 368,000.00	9.80%
II. Reserved - Designated					
6630-08 Cemetery	0.00	0.00	4,217.00	-4,217.00	0.00%
6640-08 Cable Capital Equipment	0.00	0.00	264,362.00	-264,362.00	0.00%
6645-08 Park Upgrades	0.00	0.00	50,000.00	-50,000.00	0.00%
6655-08 SWM - Design & Engineering	1,457.25	4,377.20	971,000.00	-966,622.80	0.45%
Total II. Reserved - Designated	\$ 1,457.25	\$ 4,377.20	\$ 1,289,579.00	-\$1,285,201.80	0.34%
III. Debt Service					
6044-01 Debt Service Infrast. Bond	0.00	206,241.84	206,342.00	-100.16	99.95%
6049-01 Principal Paydown - Bonds	0.00	114,992.01	0.00	114,992.01	
6051-01 St. Imp. & Traffic Cont. 2019	0.00	20,992.01	136,240.00	-115,247.99	15.41%
6054-01 Leaf/Utility Truck Lease Pymt.	0.00	32,169.22	32,714.00	-544.78	98.33%
Total III. Debt Service	\$ 0.00	\$ 374,395.08	\$ 375,296.00	-\$ 900.92	99.76%
Total Reserves & Debt Service	\$ 1,457.25	\$ 418,772.28	\$ 2,072,875.00	-\$1,654,102.72	20.20%
Total Expenses	\$ 238,772.50	\$ 4,514,335.80	\$ 7,331,824.85	-\$2,817,489.05	61.57%
Net Operating Income	\$ 85,974.13	\$ 186,904.00	\$ 3,118,635.39	-\$2,931,731.39	5.99%
Other Income					
7000-00 Capital Projects Revenues	0.00	0.00	0.00	0.00	
7022-00 Maryland Bond Bill - Town Hall	0.00	-956.78	450,000.00	-450,956.78	-0.21%
Total 7000-00 Capital Projects Revenues	\$ 0.00	-\$ 956.78	\$ 450,000.00	-\$ 450,956.78	-0.21%
Total Other Income	\$ 0.00	-\$ 956.78	\$ 450,000.00	-\$ 450,956.78	-0.21%
Other Expenses					
7100-00 Capital Projects Expenditures	0.00	0.00	0.00	0.00	
7120-00 Town Hall Design and Const.	0.00	5,019.59	450,000.00	-444,980.41	1.12%
Total 7100-00 Capital Projects Expenditures	\$ 0.00	\$ 5,019.59	\$ 450,000.00	-\$ 444,980.41	1.12%
8000-00 Unreserved Undesignated to Next Year	0.00	0.00	3,118,635.39	-3,118,635.39	0.00%
Total Other Expenses	\$ 0.00	\$ 5,019.59	\$ 3,568,635.39	-\$3,563,615.80	0.14%
Net Other Income	\$ 0.00	-\$ 5,976.37	-\$ 3,118,635.39	\$ 3,112,659.02	0.19%
Net Income	\$ 85,974.13	\$ 180,927.63	\$ 0.00	\$ 180,927.63	

University Park Police Department



FROM: Chief David Coleman

DATE: June 10, 2026

REPORTING PERIOD: May 15 – June 10, 2026

Personnel Overview

Position Title	Number of Positions	Filled	Vacant
Chief	1	1	0
Captain	1	1	0
Sergeant	2	2	0
Police Officer	6	4	2
Crossing Guard (P/T)	2	2	0
Administrative Asst.	1	1	0
Code Compliance (P/T)	1	1	0

Employee Recognitions:

For this month's employee recognition, we want to extend our deepest gratitude and commendation to Sgt. Williams and Ofc. Elias. On Friday May 15th, a chaotic and highly dangerous shooting spree unfolded across multiple locations in Prince George's County, resulting in five separate crime scenes and multiple injuries. Demonstrating immense bravery and a steadfast commitment to public safety, Sgt. Williams and Ofc. Elias immediately rushed toward the danger to assist the Prince George's County Police Department and multiple other jurisdictions as the volatile situation developed. Their willingness to put themselves in harm's way during an active, fast-moving threat exemplifies the very best of the University Park Police Department. Thank you, Sgt. Williams and Ofc. Elias, for your courage, quick action, and dedication to protecting our broader community.

As another school year comes to a close this upcoming week, we want to take a moment to express our immense gratitude to our exceptional crossing guards, TJ and Ned. Day in and day out, regardless of the weather or traffic conditions, TJ and Ned have been a reassuring and vital presence at University Park Elementary School. Their unwavering vigilance and dedication have kept our neighborhood children safe on their daily journeys to and from the classroom. We are

incredibly fortunate to have such committed individuals looking out for our community's youth, and we thank them for a stellar school year. Have a wonderful and well-deserved summer break, TJ and Ned!

Training Completed:

Chief Coleman

- PCAPGC Meeting 05/25/2026
- Maryland Chief's of Police Association Meeting 06/10/2026

Sgt. Miltenberger

- Newly Promoted/Appointed Supervisor, 5/27-28/2026

Sgt. Williams

- Newly Promoted/Appointed Supervisor, 5/27-28/2026

Cpl. Shepherd

- Transitioning from Officer to Supervisor, 5/21/2026

Ofc. Chase

- Street Cops, 6/9/2026

Ofc. Elias

- Social Media Training, 5/20/2026
- Defensive Driving Course, 5/28/2026

Crime Activity Report:

Crimes: May 15 – June 10, 2026				
Date Reported	Time	Location	Crime	Ward
05/30/2026	Morning	6600 Blk Baltimore Ave	Vandalism	3
05/30/2026	Evening	4400 Blk East West Highway	Missing Person	1
06/01/2026	Morning	4400 Blk Underwood St	Vandalism	3
06/10/2026	Morning	4400 Blk East West Hwy	Missing Person	1

Community Alerts/Crime Prevention:

- The department has **steering wheel locks** available for distribution.
- The **Home Security Rebate Program** remains active, offering residents a **\$100 rebate** for installing approved security equipment costing \$150 or more.
- Residents are reminded **not to leave valuables in plain sight** inside vehicles and to always **lock doors and close windows**, even when parked in driveways.
- To prevent package theft, please **remove packages promptly**, have deliveries made when someone is home, or consider using an **Amazon Locker or other secure delivery option**.
- Be aware of **phone and email scams** targeting residents; do not share personal or financial information unless you can verify the source.
- Report any **suspicious activity immediately** to the non-emergency number at 301-352-1200 or call 911 for emergencies.
- Please do not block driveways along **Underwood Street**.

Traffic Enforcement Initiative

- Underwood St Parking Initiative – April 6-present
- Tennyson Traffic Initiative - June 1- present

Project Updates

- N/A

Upcoming Events

- N/A

Items for Consideration or Discussion

- N/A

FY26 Grant Opportunities

- There are no additional grant opportunities at this time.

Code Compliance Activity (May 15 – June 10, 2026)

- Code Compliance Officer Holsey has handled five complaints, approved two building permits, and conducted four rental inspections.

Reporting Period: May 1-May 31, 2026

Personnel

Position Title	Number of Positions	Filled	Vacant
Director	1	1	0
Supervisor	1	1	0
Asst. Supervisor	1	1	0
Mechanic	1	1	0
Driver/Laborer	3	2	0
Laborer	3	4	0

a. Employee Recognitions:

b. Training Completed: CPR-All staff

Activity Report

- Azalea Classic-Staff provided pre-race and day-of logistical support for the race.

Project Updates

- **UMD Gas leak/Sewer Main Project**---UMD students have been conducting gas leak testing at sewer manholes throughout town. One leak has been discovered on College Heights Dr. and Washington Gas has made the repair.
- **PG Co. SWM MOU for Clagett-Pineway and all Easements**—All documents have been provided to the residents. A meeting is being scheduled with the impacted property owners. It appears it will be in early July.
- **WSSC Sewer Main Replacement Project**—Currently, the WSSC contractor is working in the City of Hyattsville. They will return to Town to once school has ended and begin working on Underwood St. over the summer. Construction is anticipated to continue on other Town roads through January 2027.

Upcoming Events

Paper Shredding-June 20

July 4 Parade