

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Sean McMullen**



**Council Member Conor Crimmins
Council Member Duane Rollins**

Version: June 15, 2018

**Monday, June 18, 2018
Town Council Meeting – 7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

APPROVAL OF MINUTES

Regular Meeting of May 14, 2018

FROM THE MAYOR AND TOWN COUNCIL

1. **Mayoral Proclamation** – Joe Ralston
2. **Mayoral Proclamation** – Council Member Sean McMullen
3. **Greenscape Committee Update** (Council Members Crimmins and Rollins)

FROM THE TOWN MANAGER AND STAFF

PUBLIC APPEARANCES

(The public is invited to speak on any subject that is not a topic on tonight's agenda)

ORDINANCES, RESOLUTIONS, AND REGULATIONS

(Ordinances, resolutions, and regulations to be introduced or adopted following appropriate procedures required by the Town Code; or resolutions that may require discussion by the Mayor and Council prior to approval)

1. **Resolution No. R-11-2018** – Authorizing the Town Manager to Extend an Existing Contract with NZI Construction, Inc., for the Resurfacing of certain Town Streets.
2. **Resolution No. R-12-2018** – Authorizing the Town Manager to Extend an Existing Contract with Maier Warner Public Relations, LLC, to serve as the Marketing and Public Relations Representatives for the Town.
3. **(Introduction) Annexation Resolution No. AR-01-2018** – Authorizing the Annexation to the Town of Kensington of approximately 12.585 acres of land located adjacent to the present corporate limits of the Town located north of the center line of Perry Avenue to University Boulevard and certain interior and adjacent rights-of way therein.

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895
Phone 301.949.2424 Fax 301.949.4925
www.tok.md.gov**

4. **(Introduction) Annexation Resolution No. AR-02-2018** – To Adopt and Annexation Plan for the Annexation of approximately 12.585 acres of land bounded by Perry Avenue, St. Paul Street, and University Boulevard West and certain interior and adjacent rights-of-way.

ADJOURN

(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Monday, July 9, 2018 and Monday, August 13, 2018

RESOLUTION No. R-11-2018

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON, MARYLAND, AUTHORIZING THE TOWN MANAGER TO EXTEND AN EXISTING CONTRACT WITH NZI CONSTRUCTION CORPORATION FOR RESURFACING ADDITIONAL TOWN STREETS

Whereas, the Town has an existing contract dated July 10, 2014 for performing various street reconstruction services for the Town with NZI, Construction Corporation ("Contractor") which ends on June 30, 2018; and

Whereas, the unit pricing for the extended contract will be based on the Kensington 2018 Street Resurfacing quote, which is attached as Exhibit A to this Resolution; and

Whereas, the contract price for the work to be performed under the extended contract will not exceed an additional \$340,000; and

Whereas, the Town Manager has determined that extending the existing contract through June 30, 2019 at a not to exceed price of \$340,000 is in the best interest of town and the Contractor has otherwise agreed to extend the contract on the same terms and conditions of the current contract.

Now Therefore Be it Resolved that the Town Manager is hereby authorized to extend the existing street resurfacing contract with NZI Construction, Corporation, under the same terms and conditions at the unit prices included in the Kensington 2018 Street Resurfacing quote attached as Exhibit A in an amount not to exceed an additional \$340,000.

Adopted by the Mayor and Town Council, at a regular public meeting, this **18th** day of **June, 2018**.

Tracey C. Furman, Mayor

This is to Certify that the foregoing Resolution was adopted by the Mayor & Town Council in public meeting assembled on the **18th** day of **June, 2018**.

Susan C. Engels, Clerk-Treasurer

Kensington 2018 Street Resurfacing

						Curb & Gutter		Sidewalk		Aprons		Topsoil Seed and Mulch	HC Ramp	Sawcut	Brick Sidewalk	Inlet Repair
						Qty	Price (\$/lf)	Qty	Price (\$/lf)	Qty	Price (\$/lf)	Price \$/sy	\$/sf	\$/lf	\$/Sf	(ls)
						(lf)	\$ 21.00	(sf)	\$ 5.00	sy	\$ 45.00	\$ 4.00	\$ 12.00	\$ 2.00	\$ 20.00	\$ 3,500.00
L	W	A	(ft)	(ft)	(sf)											
Prospect Street	Conn. Ave	Summit Ave	1,375.00	24	33,000.00	-	\$ -	-	\$ -	-	\$ -	\$ -	-	\$ -		
Washington Street	Conn. Ave	Prospect St	1,250.00	24	30,000.00	-		-	\$ -							
Kensington Pkwy	Fredrick Ave N	Fredrick Ave S	1,920.00	33	63,360.00	3,840.00	\$ 80,640.00	-	\$ -	98.00	\$ 4,410.00	\$ 3,413.33	4,320.00	\$ 7,680.00	\$ -	\$ -
Hadley Place	200' N Washington	Calvert Pl	200.00	22	4,400.00	-		-	\$ -							
Carroll Place	Hse # 10206	# 10318 Fawcett	850.00	24	20,400.00	-		-	\$ -							
Noyes Lib. Carroll	Baltimore St	Montgomery Ave	508.00	24	12,192.00	-		-	\$ -							
						3,840.00	80,640.00	-	-	98.00	4,410.00	3,413.33	4,320.00	7,680.00	-	-

						Mill		Paving		Base Repair		Fabric	MOT	Util Adj		Speed Humps	
						Qty	Price (\$/sy-in)	Qty	Price (\$/tn)	Qty	Price (\$/lf)	Price \$/sy	Price	Qty	Price (\$/lf)	Qty	Price (\$/lf)
						(sy)	\$ 2.50	(tns)	\$ 90.45	(sy)	\$ 45.00	\$ 3.50	\$	(ea)	\$ 200.00	(lf)	\$ 65.00
L	W	A	(ft)	(ft)	(sf)												
Prospect Street	Conn. Ave	Summit Ave	1,375.00	24	33,000.00	7,333.33	\$ 18,333.33	427.78	\$ 38,692.70	550.00	\$ 24,750.00	\$ 12,833.33	\$ -	4.00	\$ 800.00	96.00	\$ 6,240.00
Washington Street	Conn. Ave	Prospect St	1,250.00	24	30,000.00	6,666.67	\$ 16,666.68	388.89	\$ 35,175.10	-	\$ -	\$ 11,666.67	\$ -	4.00	\$ 800.00	96.00	\$ 6,240.00
Kensington Pkwy	Fredrick Ave N	Fredrick Ave S	1,920.00	33	63,360.00	14,080.00	\$ 35,200.00	821.33	\$ 74,289.30	1,056.00	\$ 47,520.00	\$ 24,640.00	\$ 2,500.00	4.00	\$ 800.00		\$ -
Hadley Place	200' N Washington	Calvert Pl	200.00	22	4,400.00	977.78	\$ 2,444.45	57.04	\$ 5,159.27	73.33	\$ 3,299.85	\$ 1,711.11		4.00	\$ 800.00		\$ -
Carroll Place	Hse # 10206	# 10318 Fawcett	850.00	24	20,400.00	4,533.33	\$ 11,333.33	264.44	\$ 23,918.60	340.00	\$ 15,300.00	\$ 7,933.33		4.00	\$ 800.00		\$ -
Noyes Lib. Carroll	Baltimore St	Montgomery Ave	508.00	24	12,192.00	2,709.33	\$ 6,773.33	158.04	\$ 14,294.72	203.20	\$ 9,144.00	\$ 4,741.33		4.00	\$ 800.00		\$ -
						36,300.44	90,751.10	2,117.52	191,529.68	2,222.53	100,013.85	63,525.78	2,500.00	24.00	4,800.00	192.00	12,480.00

Total Amount Per Street

Total Amount	
Prospect Street	\$ 101,649.36
Washington St	\$ 70,548.44
Kenington Pkwy	\$ 285,412.63
Hadley Place	\$ 13,414.68
Carroll Place	\$ 59,285.26
Noyes Lib. Carroll	\$ 35,753.38
	\$ 566,063.75

RESOLUTION No. R-12-2018

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON
EXTENDING A CONTRACT WITH MAIER WARNER PUBLIC RELATIONS, LLC TO SERVE AS
MARKETING AND PUBLIC RELATIONS REPRESENTATIVES FOR THE TOWN**

WHEREAS, pursuant to Article 4 of the Town Code all purchases exceeding \$10,000 shall be approved by the Town Council, and all contracts exceeding \$30,000 shall be put out to bid; and

WHEREAS, the Town has previously contracted with Maier Warner Public Relations, LLC ("Maier Warner"), after a solicitation of proposals to perform marketing and public relation services; and

WHEREAS, the Council has determined pursuant to Section 2-404 of the Town Code that it is in the public interest to continue the services with Maier Warner through Fiscal Year 2018-2019 without a formal bid process at an annual fee of \$41,200 for services, and an additional \$18,270 for specific items, in accordance with the provisions of a contract in substantially the form attached and Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Kensington that an agreement with Maier Warner, in substantially the form attached, together with Attachment A entitled "Proposal for Town of Kensington 2018/2019 Explore Kensington Campaign" and attached hereto, at a not to exceed contract price of \$59,470, be and it is hereby approved for one year from July 1, 2018 through June 30, 2019. The Town Manager is authorized to sign the approved contract.

THIS RESOLUTION WAS ADOPTED by the Town Council of Kensington, in public meeting assembled, on this 18th day of June, 2018.

Tracey C. Furman, Mayor

This to certify that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 18th day of June, 2018.

Susan Engels, Clerk-Treasurer

CONTRACT FOR SERVICES

THIS CONTRACT, is effective the 1st day of July, 2018, by and between the **TOWN OF KENSINGTON**, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "**Town**," and **Maier & Warner Public Relations, LLC**, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Town desires to obtain professional public relations services to spur the revitalization of the Town, especially its business and development opportunities, while promoting appreciation and use of its historic structures, to raise awareness of the current opportunities in Kensington for shopping, dining, arts, special events and business development; to promote Kensington to spur future development as a destination for shoppers, diners, special events, business retailers and developers; and develop a strategy/plan to continue achieved goals of above; and

WHEREAS, the Town wishes to retain the services of a Contractor as an independent contractor to perform said services in accordance with the terms and conditions set forth herein:

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

1. SCOPE OF SERVICE

The Contractor agrees to supply services described and be bound by the terms and conditions set forth in Proposal for Town of Kensington attached hereto and made a part hereof and identified as **Attachment "A"** (the "Scope of Work"), provided, however, that in the event any terms of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession. Contractor shall not present material, written or otherwise, to any third parties unless has previously approved by the Town of Kensington, of the content of such materials.

As part of the Scope of Service, the Contractor shall:

- a. provide detailed monthly invoices reflecting work performed under the Contract,
- b. provide quarterly reports to the Mayor and Council describing the Contractor's activities and suggestions, and
- c. attend Revitalization Committee meetings??.

2. COMPENSATION

The Contractor shall be paid the total sum of \$39,400.00 for the basic services under this contract as described in Attachment A, payable in equal monthly installments over a twelve month period. Additional services described in Attachment A may be requested by the Town for a total cost of \$13,600.00. Payment shall be made within thirty (30) days of receipt of an invoice. Any work to be performed by Contractor or its subcontractors that is not within the scope of work of this contract and would be separately billed must be approved in advance by the Town.

3. TIME FOR PERFORMANCE

The work shall be performed in an ongoing, as appropriate basis, as determined by the agreement of the parties.

4. CONTRACT TERM

The term of the contract is July 1, 2017 through June 30, 2018. This Contract may be extended by the Town on the same terms and conditions for up to three (3) additional one (1)-year extensions.

5. TIME OF ESSENCE

The Contractor acknowledges that time is of the essence in providing the services under this Contract.

6. INVOICES

Requisitions for payment shall include a complete description of the services rendered by the Contractor, providing the dates services were rendered, and a description of services rendered.

7. INDEPENDENT CONTRACTOR: The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Town, nor shall any of the Contractor's employees or agents be subagents of the Town.

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment.

9. REVIEW BY TOWN

The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Town, including but not limited to expense records.

10. DOCUMENTS, ETC.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property of the Town. Contractor acknowledges and agrees that any materials, written or otherwise, produced or created by or on behalf of Contractor in connection with this Agreement, including those in electronic form, shall be considered "work for hire" and shall become and remain the property of the Town of Kensington upon payment of Contractor's fee under this Agreement for such materials.

11. CONFIDENTIALITY

In connection with the provision of services described herein, the Town of Kensington may provide to Maier & Warner, and its employees and advisors, certain Confidential Information (as defined below) relating the Town of Kensington's business operations. In consideration of this Agreement, Contractor, for itself and on behalf of its employees and agents, hereby covenants and agrees as follows:

a. "Confidential Information" as used in this Agreement will mean any and all information disclosed by the Town to Contractor whether or not it is marked or otherwise identified orally or in writing by the Town as confidential or proprietary.

b. Confidential Information and other materials furnished to Contractor by the Town will remain the property of the Town. Contractor will promptly return all documents and other tangible material or medium containing or representing such Confidential Information upon the expiration of the term of this Agreement.

12. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Town, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Town in such amount as may be considered necessary by the Town until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Town.

Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town agrees to indemnify and hold harmless Contractor from and against all losses, claims, damages, expenses or liabilities which it may incur based on information, representation, reports or data furnished to Contractor by the Town, to the extent that such material is furnished, prepared, approved and/or used by Contractor at the direction of or as approved by the Town.

13. TERMINATION FOR CONVENIENCE

The Town may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the Town as provided in this section, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

14. TERMINATION FOR CAUSE

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by the Contractor, and the Town may withhold any payments for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

15. COMPLIANCE WITH LAWS

The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Town, and all of its representatives, agents, and employees against any claim or liability from or based on the violation of any such law, ordinance, or regulation, whether by the Contractor, the Contractor's employees, agents, or permitted subcontractors, and their employees and agents. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation, the Contractor will so advise the Town and the Town will decide which law, ordinance, and/or regulation shall be followed. The Contractor will be responsible for obtaining and maintaining any and all required registrations and licenses pertaining to performance of services under this Contract.

16. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town. Any request for consent to subcontract any portion of the work shall include:

- 1) a description of the items to be subcontracted;
- 2) all subcontractor names, addresses and telephone numbers; and
- 3) the qualifications of the subcontractor.

If the Town consents to subcontracting, the Contractor shall be fully responsible to the Town for the negligent act, error, or omission, intentional wrongful act, intentional misconduct, or failure to perform of the subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent and intentional acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Town and any subcontractor. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors, and omissions of subcontractors and their employees and the Town shall be named as an insured party.

17. SUCCESSORS AND ASSIGNS

This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Town which may be withheld in the Town's sole and absolute discretion.

18. CONFLICTS OF INTEREST

The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest thereof, shall be employed during the terms of this contract.

19. CAPACITY TO PERFORM

The Contractor, by executing this Contract, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

20. INSURANCE

The Contractor shall carry adequate worker's compensation coverage for all employees performing work under this Contract. The Contractor shall carry and maintain general liability and automobile liability coverage of at least \$500,000 per occurrence and \$500,000 in the aggregate for bodily injury, and \$250,000 per occurrence and \$250,000 in the aggregate for property damage, and shall provide to the Town certificates of insurance evidencing the same. The Contractor shall also provide proof of professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall provide to the Town certificates of insurance evidencing the same.

21. ACCURATE INFORMATION, ACCOUNTING, RECORDS AND AUDIT

The Contractor certifies that all information that will be provided to the Town is true and correct and can be relied upon by the Town in awarding, modifying, accepting services, making payments, or taking any other action with respect to this Contract. Any false or misleading information is a ground for the Town to terminate this Contract and to pursue any other appropriate remedy. The Contractor certifies that its accounting system conforms with generally accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

Contractor recognizes that the Town, as a Maryland municipal corporation, is required to respond to Maryland Public Information Act requests. Contractor agrees to cooperate with the Town in providing Town documents and content in possession of the Contractor.

22. TERMS AND CONDITIONS

The terms and conditions of this document govern in event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or oral statements by the Contractor unless the same are accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

23. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Town Manager or other official designated by the Town. No interpretation shall be considered binding unless provided in writing by the Town Manager or other authorized official of the Town. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of this Contract.

24. AUTHORITY OF THE TOWN MANAGER IN DISPUTES

Any dispute concerning a question of fact arising under this Contract shall be decided by the Town Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract.

25. ERRORS

The Contractor shall take no advantage of any error or omission in the specifications. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.

26. NO LIMITATION OF LIABILITY

The mention of any specific duty or liability of the Contractor in any part of this Contract shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

27. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of law provisions. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

28. MODIFICATION

This Contract may be modified only by written instrument signed by both parties hereto.

29. NOTICES

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last address known. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid to the following:

TO TOWN:
Town of Kensington
3710 Mitchell Street
Kensington, Maryland 20895
Phone 301-949-2424

TO CONTRACTOR:
Maier Warner Public Relations
90 Church Street
Rockville, Maryland 20850
Phone 301-424-0600

30. ENTIRE CONTRACT

This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Town and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein.

31. SEVERABILITY

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

32. NO WAIVER OF RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

33. ENFORCEMENT

If, at any time, the Contractor is in default of any of its obligations under this Contract, the Town shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract under seal as of the date first written above.

MAIER & WARNER PUBLIC RELATIONS, LLC.

By: _____

Kristine Warner, Partner

TOWN OF KENSINGTON

By: _____

Sanford W. Daily, Town Manager

		Revised	Thursday, June 14, 2018		
Fee and Budget For Fiscal Year 2018-19			Proposed Costs Details	Proposed Costs Totals	
Media relations, management fee, content management for social media, meetings, copywriting, research, design fees (ebblast, website, evite), event planning and public relations			\$36,500		
Website hosting, programming for Explore Kensington			\$3,500		
Facebook promotion			\$1,200		
TOTAL Retainer		>>>>>>>>>>>>>>>>>>>>		\$41,200	
Additional Marketing Items		Description		Estimated Costs	
Direct mail 10,169 Pieces Each Mailing [10737 Pieces]	Design, both Fall & Spring	\$1,200.00			
	Printing 24000	\$2,400.00			
	List service	\$4,700.00			
	Postage for Both	\$4,500.00			
	Sub Total	>>>>>>	\$12,800	\$12,800	
Kensington Bumper Stickers 2018 Magnets	Initial Design-Edits to include 1894-2019 and Tag line.	\$425.00			
FOR: Either Or the Other	Printing 1150	\$1,150.00			
	Printing 2000	\$1,800.00			
	Sub Total	>>>>>>	\$2,225	\$2,225	
Set up I pad With MailChimp		\$300.00	\$300	\$300	
Updates to Shopping Guide	Edits Events and text per update 3 edits per year	\$450.00	\$450	\$450	
Dining Guide Update:	Update Restaurants,	\$150.00			
	Collect and update photos	\$150.00			
	Print 1000	\$475.00			
	Sub Total	>>>>>>	\$775	\$775	
Store Reporter	Placement in 6 Issues:	\$1,150.00	\$1,150	\$1,150	
Montgomery County Show	Placement in 6 Issues:	\$570.00	\$570	\$570	
Retainer, Webpage & Facebook			\$41,200		
Estimated Cost for Scope of Work Projects		\$18,270.00	\$18,270	\$18,270	
Estimated Total Cost				\$59,470	
Resolution Amount					

ANNEXATION RESOLUTION NO. AR-01-2018

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL AUTHORIZING THE ANNEXATION TO THE TOWN OF KENSINGTON OF APPROXIMATELY 12.585 ACRES OF LAND LOCATED ADJACENT TO THE PRESENT CORPORATE LIMITS OF THE TOWN LOCATED NORTH OF THE CENTER LINE OF PERRY AVENUE TO UNIVERSITY BOULEVARD AND CERTAIN INTERIOR AND ADJACENT RIGHTS-OF-WAY THEREIN

ANNEXATION X-01-2018

WHEREAS, the Mayor and Town Council of Kensington have received a petition requesting the enlargement of the corporate boundaries of the Town of Kensington to include the land area set forth in the metes and bounds description attached hereto and incorporated herein by reference as Exhibit A and shown on a Plat attached hereto and incorporated herein by reference as Exhibit B (hereinafter referenced as the “Annexation Area”); and

WHEREAS, the following addresses and or parcels all of which, together with the interior or adjacent St. Paul Street, Perry Street, Decatur Avenue and Madison Street public right-of-ways, are included in the Annexation Area: 3500, 3505, 3506, 3507, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3600, 3601, 3602, 3604, 3606, 3608, 3610, and outlot on Decatur Avenue; 10815, 10817, 10819, and 10821 Madison Street; 3507, 3509, 3511, 3513, 3515, 3601, 3603, 3605, 3607, 3609, 3611, and 3613 Perry Street; 10724, 10726, 10728, 10810, 10812, St. Paul Street; and 3404, 3406, 3408, 3500, 3610, and 3700 University Boulevard, West; and

WHEREAS, the Town has verified that the petition satisfies the requirements of §4-401 *et seq.*, of the Local Government Article, Annotated Code of Maryland; and

WHEREAS, all public hearings, notifications and approvals as required by law have occurred; and

WHEREAS, the Annexation Area:

- (1) is contiguous and adjoining to the existing boundaries of the municipality; and
- (2) does not create an unincorporated area that is bounded on all sides by:
 - (i) real property presently in the boundaries of the municipality;
 - (ii) real property proposed to be in the boundaries of the municipality as a result of the proposed annexation; or
 - (iii) any combination of real property described in item (i) or (ii) of this item.
- (3) does not include land that is in another municipality.

WHEREAS, the Annexation Area contains one large lot zoned CRN-1.0, C1.0, R-0.5, and H-45 and 4 lots zoned CRN-1.0, C1.0, R-.75, and H-45, with the remainder of the lots zoned R-60, and the lots in the Annexation Area will continue with the existing zoning and uses under the Montgomery County Zoning Ordinance and the Kensington Sector Plan; and

WHEREAS, the Mayor and Town Council therefore have introduced this resolution to annex the Annexation Area referenced and described in Exhibits A and Exhibit B of the subject property on the 18 day of June, 2018; and

WHEREAS, the Mayor and Town Council will conduct a public hearing to be held on the **13th day of August, 2018**, on the subject annexation and will hold the record open for additional time period to accept written testimony until the **7th day of September 2018**; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Kensington, that this Annexation Resolution be and hereby is adopted.

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Kensington, that the corporate boundaries of the Town of Kensington be, and they hereby are, enlarged and extended by including therein the Annexation Area referred to and described in Exhibits A and Exhibit B. attached hereto and incorporated herein by reference

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Kensington that this Resolution shall become effective forty-five (45) days following its adoption, unless a petition for referendum thereon shall be filed as permitted by law.

BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Kensington that after the effective date of the amendment to the boundaries of the Town provided for by this Resolution, the property annexed into the Town by this Resolution, and all owners of such property and all persons residing within the areas annexed, shall be subject to the Charter, laws, ordinances and resolutions of the Town of Kensington.

BE IT FURTHER RESOLVED, by the Mayor and Town Council of the Town of Kensington that promptly after this Resolution shall become effective, the Town Manager shall send copies of said Resolution to the following:

Number of Copies	Agency
1	Department of Legislative Reference
1	Clerk of the Circuit for Montgomery County
1	Supervisor of Assessments for Montgomery County
1	Maryland-National Capital Park and Planning Commission

ADOPTED by the Town Council this ____ day of _____, 2018.

Tracey C. Furman, Mayor and President of
the Council

THIS IS TO CERTIFY, that the foregoing Resolution was adopted by the Town Council, in public meeting assembled on the ____th day of _____, 2018.

Susan C. Engels, Clerk-Treasurer

Annexation Plan for Annexation of 12.585 Acres of Land Bounded by Perry Avenue, St Paul Street, University Boulevard West

Municipal Growth Element

The Town of Kensington ("the Town") is geographically located in the area covered by the Maryland-Washington Regional District Act, §20-101, Land Use Article, Annotated Code of Maryland, as amended. The Town has no zoning and planning authority, which is exercised by the Maryland-National Capital Park and Planning Commission and Montgomery County. As a result, there is no municipal growth element in the Town's plans.

Introduction

Registered voters and owners in an unincorporated area of Montgomery County bounded by Perry Avenue, St. Paul Street, and University Boulevard West ("Area") have petitioned the Town to annex the Area.

Zoning

The Town and the Area to be annexed are covered by the Kensington Sector Plan, adopted in 2012. The Area contains one large lot zoned CRN-1.0, C-1.0, R-0.5, H-45 ft, and 4 lots zoned CRN-1.0, C-1.0, R-0.75, and H-45, with the remainder of the lots zoned R-60. The Area lots will continue with the existing zoning and uses under the Montgomery County Zoning Ordinance and Kensington Sector Plan.

Water and Sewer Services and Stormwater Management

The Area is currently and will continue to be served by the Washington Suburban Sanitary Commission. No extension of public water and sewer services is needed to serve the Area. Within the current Town limits, the Town of Kensington is responsible for the maintenance of the storm water management system in existing town streets. Maintenance of, and storm water management for, County roads is the responsibility of Montgomery County. Once the Area is annexed, the Town may negotiate with the County for transfer of these responsibilities to the Town.

Utilities

In the Area electric service is provided by PEPCO and gas service is provided by Washington Gas.

Community and Emergency Services

The Area is currently served and will continue to be served by the Montgomery County Police Department and the County's Fire Rescue Service and Kensington Volunteer Fire Department located at 10602 Connecticut Avenue. The Area is served and will continue to be served by Kensington-Parkwood Elementary School, North Bethesda Middle School, and Walter Johnson High School.

Transportation, Street Maintenance and Street Lighting

The Area is bounded by the north half of Perry Avenue, St. Paul Street and University Boulevard, which is a State maintained road classified as a major collector road. Half of Perry Avenue is within the corporate limits of the Town and the north half is in Montgomery County. No new public road improvements are required or planned to serve the subject Area. Maintenance of the streets, and payment for street lighting on County roads is the responsibility of Montgomery County. Once the Area is annexed, the Town may negotiate with the County for transfer of these responsibilities to the Town.

Refuse and Recycling Collection

It is anticipated that the Town will assume the responsibilities for residential refuse and recycling collection services in the Area, which currently has 41 dwelling units, upon a mutually agreed time frame with Montgomery County.

RESOLUTION AR-02-2018
OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON
TO ADOPT AN ANNEXATION PLAN FOR THE ANNEXATION OF
APPROXIMATELY 12.585 ACRES OF LAND BOUNDED BY PERRY AVENUE, ST
PAUL STREET, AND UNIVERSITY BOULEVARD WEST AND CERTAIN
INTERIOR AND ADJACENT RIGHTS-OF-WAY

WHEREAS, the Town of Kensington adopted Annexation Resolution A-01-2018 on September 10, 2018, annexing approximately 12.585 acres of land bounded by Perry Avenue, St. Paul Street and University Boulevard West, together with certain interior and adjacent rights of way, more fully described in the metes and bounds description attached to the Annexation Resolution as Exhibit A, and the Annexation Plat dated November, 2017, attached thereto as Exhibit B, within said Town boundaries; and

WHEREAS, §4-415 of the Local Government Article, Annotated Code of Maryland requires that an Annexation Plan be prepared for any such annexation; and

WHEREAS, the attached Annexation Plan was prepared as part of the annexation process, and was made available for public review at the public hearing on the Annexation Resolution on August 13, 2018; and

WHEREAS, a copy of the attached Annexation Plan was provided to the County Council for Montgomery County, the Maryland State Department of Planning, and all regional and State planning agencies having jurisdiction at least 30 days prior to the holding of the said public hearing.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Kensington that the attached Annexation Plan be and it is hereby adopted.

CAPS
[Brackets]
Asterisks * * *

: Indicate matter added to existing law.
: Indicate matter deleted from law.
: Indicate matter remaining unchanged in existing law but not set forth in Resolution

ADOPTED by the Council of the Town of Kensington at a regular meeting on the _____ day of _____, 2018.

EFFECTIVE the _____ day of _____, 2018.

WITNESS:

THE TOWN OF KENSINGTON

Susan Engels, Town Clerk
This will certify that the foregoing
Resolution was adopted by the Town
Council in public meeting assembled
on the _____ day of _____, 2018.

Tracey Furman, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Suellen M. Ferguson, Town Attorney

EXHIBT A

DESCRIPTION OF AN AREA PROPOSED FOR ANNEXATION INTO THE TOWN OF MARYLAND

Beginning for the same at a point on the intersection of a easterly projection of the centerline of Perry Avenue and the easterly right of way of St. Paul Street also being the easterly end of line 1 a as shown on a plat prepared by Oyster, Imus, Petzold and Associates entitled Town of Kensington Corporate Boundary dated January 10, 2010, thence with said line in a westerly direction

S 87° 19' 20" W for 1085.78 feet; thence with the southerly right of way line of University Boulevard – MD Route 193

1718.70 feet along the arc of a curve to the Right having a radius of 2242.00 feet and a chord bearing and distance or N 61° 50' 28" E for 1676.92 feet; thence along the easterly right of way line of St. Paul Street

S 78° 08' 18" E for 10.52 feet; thence

S 53° 45' 54" W for 42.90 feet; thence

S32° 54' 23" W for 617.44 feet; thence crossing McComas Avenue and with an extension of the aforementioned easterly of way line of St. Paul Street

S 00° 46' 46" E for 63.50 feet; thence still with the easterly right of way line of St. Paul Street

136.77 feet along the arc of a curve to the Left having a radius of 336.76 feet and a chord bearing and distance of S "14° 55' 02" W for 135.83 feet to the point of beginning containing 12.585 acres of land.

EXHIBIT B



TOWN OF KENSINGTON
 AREA OF PROPOSED ANNEXATION
 ELECTION DISTRICT 13
 MONTGOMERY COUNTY, MARYLAND
 SCALE 1"= 100' NOVEMBER 2017

THOMAS A. MADDOX
 PROFESSIONAL LAND SURVEYOR
 8933 SHADY GROVE COURT
 GAITHERSBURG, MARYLAND 20877
 301-330-0812

NOTE:
 1. THE COMPUTED AREA WITHIN THE PROPOSED ANNEX
 BOUNDARY IS 12.585 ACRES OF LAND.