

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Bridget Hill-Zayat**



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

Released: July 3, 2019

**Monday, July 8, 2019
Town Organizational Meeting, 6:30 pm
Mayor and Town Council Meeting, 7:00 pm**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

APPROVAL OF MINUTES

Regular Town Meeting of June 10, 2019 and the Special Town Meeting of June 19, 2019.

FROM THE MAYOR AND TOWN COUNCIL

1. **Montgomery County Department of Liquor Control** – A discussion with a representative from the Department of Liquor Control about the possibility of adopting the County’s alcohol regulations.
2. **Audit Committee** – Acknowledge the re-appointment of Jeff Capron, Leslie Olson, and Kerry Thompson to the Audit Committee by Mayor Furman.
3. **Development Review Board (DRB) Update** - Update from the June 19, 2019 DRB Meeting with regards to the proposed Knowles Station Townhome project at 10509 Summit Avenue. (Bartram and Crimmins)

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. **Ordinance No. O-03-2019 (Public Hearing)** – Public Hearing for an Ordinance of the Mayor and Town Council Amending Chapter VI, Article I, “Signs and Solicitors”, Sections 6-101, “Signs”; 6-102, “Town Sign Permit Required”; 6-103, “Signs in the Public Right-of-Way”; 6-104,

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

“Signs on Private Property – CRT, CRN, and Industrial Zones”; and 6-106, “Enforcement and Penalties”, to identify the types of signs that are authorized and are required to be permitted, expand the prohibition on pole signs, to regulate limited duration signs on private property, to clarify that all illuminated signs are regulated in the same manner, and to make conforming changes.

2. **Resolution No. R-13-2019** – A Resolution of the Mayor and Town Council extending a contract with Maier Warner Public Relations, LLC, to serve as Marketing and Public Relations representatives for the Town.
3. **Resolution No. R-14-2019** – A Resolution of the Mayor and Town Council authorizing the Town Manager to execute a road transfer agreement with Montgomery County to transfer responsibility of certain roads through Annexation Resolution No. AR-01-2018 and the accompanying storm drain facilities.
4. **Resolution No. R-15-2019** – A Resolution of the Mayor and Town Council to approve an Easement Agreement with SHI-III Solera Kensington Owner, LLC, owner of 10540 Metropolitan Avenue, for use and maintenance of land adjacent to the St. Paul Street right-of-way on the part of the Town, and for maintenance of sidewalk in the public right-of-way by SHI-III Solera Kensington Owner, LLC.
5. **Resolution No. R-16-2019** – A Resolution of the Mayor and Town Council to approve a Memorandum of Understanding with Konterra Limited Partnership for the use of the property located at 10450 Metropolitan Avenue as a dog park, in substantially the form attached, subject to review and approval of the Town Attorney, and to authorize the purchase and installation of a fence from Capital Fence for the purpose of enclosing the dog park.

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, August 12, 2019

ORDINANCE No. O-03-2019

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON AMENDING CHAPTER VI, ARTICLE I, “SIGNS AND SOLICITORS”, SECTIONS 6-101, “SIGNS”; 6-102 “TOWN SIGN PERMIT REQUIRED”; 6-103, “SIGNS IN THE PUBLIC RIGHT OF WAY”; 6-104 “SIGNS ON PRIVATE PROPERTY – CRT, CRN AND INDUSTRIAL ZONES” AND 6-106, “ENFORCEMENT AND PENALTIES” TO IDENTIFY THE TYPES OF SIGNS THAT ARE AUTHORIZED AND ARE REQUIRED TO BE PERMITTED, EXPAND THE PROHIBITION ON POLE SIGNS, TO REGULATE LIMITED DURATION SIGN ON PRIVATE PROPERTY, TO CLARIFY THAT ALL ILLUMINATED SIGNS ARE REGULATED IN THE SAME MANNER AND TO MAKE CONFORMING CHANGES.

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the Town of Kensington (hereinafter, the “Town”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to prevent and remove nuisances; and

WHEREAS, pursuant to the Land Use Article, Annotated Code of Maryland the Town is authorized to adopt additional or stricter commercial sign regulations than are otherwise imposed by the State, the Maryland National Capital Park and Planning Commission, or Montgomery County; and

WHEREAS, the Mayor and Council have determined that it is in the public interest and will promote the preservation, improvement and redevelopment of the Town’s commercial areas to adopt certain sign regulations; and

WHEREAS, the Mayor and Council have determined that clarification with respect to A-frame and sandwich signs requirements, permitting requirements, and signs in the right of way, a reduction in the landscape requirement and a revision of the length of time that a limited duration sign may be posted in the right of way are appropriate and in the public interest.

CAPS : Indicate matter added to existing law.
[Brackets] : Indicate matter deleted from law.
Asterisks * * * : Indicate matter remaining unchanged in existing law but not set forth in Ordinance
CAPS : Indicate matter added in amendment.
{Brackets} : Indicate matter deleted in amendment.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the Town of Kensington, Maryland that Chapter 6, “Signs” Article 1 “Signs and Solicitors”, Section 6-101 “Signs” of the Code of the Town of Kensington be, and is hereby, repealed and re-enacted with amendments to read as follows:

Section 6-101. Signs

(a) The Town shall have the power to enforce, and incorporates by reference herein as if fully set forth, the provisions of Chapter 59, Article 59-6, Division 6.7 of the Montgomery County Code, as amended, entitled "Signs", except as otherwise provided herein. This Article is an exception to the general exemption from County law contained in Section 1-202 of this Code.

(b) The purpose of Sections 6-101 through 6-106 of this Article is to regulate the location, size, placement and certain features of signs placed in the public right of way, and in commercial and industrial zoned properties. These regulations do not apply to signs in a residential zone, unless specifically stated. These regulations are intended to protect the public health, safety, comfort and welfare, to enable the public to locate goods, services and facilities without difficulty, danger or confusion, to prevent hazards to life and property, and to preserve and strengthen the character of the town and to protect property values.

(c) The following sections contain additional requirements that supplement portions of Chapter 59, Article 59-6, Division 6.7, of the Montgomery County Code and, in cases of conflict, shall supersede and take precedence over Chapter 59, Article 59-6, Division 6.7, of the Montgomery County Code.

(D) ONLY SIGNS DEFINED AS PERMANENT OR LIMITED DURATION SIGNS ARE AUTHORIZED. TEMPORARY SIGNS ARE PROHIBITED. PERMANENT SIGNS ARE DEFINED AS A SIGN, REQUIRING A PERMIT FROM MONTGOMERY COUNTY, THAT IS CONSTRUCTED IN A MANNER AND OF MATERIALS THAT WILL WITHSTAND LONG-TERM DISPLAY AND IS INTENDED TO BE DISPLAYED FOR AN INDEFINITE PERIOD OF TIME. A LIMITED DURATION SIGN IS DEFINED AS A NON-PERMANENT SIGN THAT IS:

(1) DISPLAYED ON PRIVATE PROPERTY FOR MORE THAN 30 DAYS, BUT NOT INTENDED TO BE DISPLAYED FOR AN INDEFINITE PERIOD; OR

(2) WITHIN THE PUBLIC RIGHT-OF-WAY.

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the Town of Kensington that, Chapter 6, “Signs and Commercial Regulations” Article 1 “Signs and

Solicitors”, Section 6-102 “Town Sign Permit Required” of the Code of the Town of Kensington be, and is hereby, repealed and re-enacted with amendments to read as follows:

Section 6-102. Town Sign Permit Required – CRT, CRN and Industrial Zones

(a) THE PERMITTING REQUIREMENTS OF THIS CHAPTER DO NOT EXEMPT ANY APPLICANT FROM OBTAINING PROPER PERMITS FROM MONTGOMERY COUNTY AS REQUIRED BY COUNTY LAW.

(b) It shall be unlawful to erect, construct, POST, MOUNT, locate, place or alter any permanent sign or part thereof, AND ANY LIMITED DURATION SIGN OR PART THEREOF~~[or any A frame type sign or sandwich type sign]~~, without first obtaining a sign permit from the Town. A permit application, together with a copy of plans and specifications for the work and any required fee, shall be filed with the Town Manager or designee, who shall issue a permit in accordance with the provisions of the Town code. THE PERMIT SHALL INCLUDE DATE OF ISSUANCE. By application for a sign permit, the applicant and owner give consent to the Town Manager or designee to enter onto the property to inspect any activity encompassed in the permit as often and at such times as deemed necessary during the course of the activity to ensure compliance with this chapter and other applicable law. Applicants must provide the Town with any information deemed necessary to process the permit.

~~[(b) The permitting requirements of this Chapter do not exempt any applicant from obtaining proper permits from Montgomery County as required by County law.]~~

(c) Permit fees shall be set by resolution of the Council.

(d) The date of erection of any limited duration sign must be written in indelible ink on the lower right corner of the sign.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the Town of Kensington that, Chapter 6, “Signs and Commercial Regulations” Article 1 “Signs and Solicitors”, Section 6-103 “Signs in the Public Right-of-Way” of the Code of the Town of Kensington be, and is hereby, repealed and re-enacted with amendments to read as follows:

Section 6-103. Signs in the Public Right-of-Way.

(a) Except as otherwise provided herein, it shall be unlawful to display or post any sign in a public right of way under the Town’s jurisdiction.

(b) It ~~[shall be]~~ IS unlawful to attach any otherwise lawful sign to utility poles, trees, fences or other signs in the public right of way.

(c) It shall be lawful to post or mount limited duration signs in the public right of way from 10:00 a.m. on Friday through 5:00 p.m. the following Sunday. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, IT IS PROHIBITED AT ALL TIMES TO POST OR MOUNT ANY SIGN IN THE MEDIAN OF A PUBLIC RIGHT-OF-WAY. Signs authorized by this Section may not be installed or removed in a manner that will cause damage to the right of way. Authorized signs may not block or obstruct any permanent signage, [~~nor may they obstruct~~] OR pedestrian or vehicular traffic or sightlines.

(d) Any otherwise lawful sign required by law or regulation, and signs used by a government agency or utility company erected by, or on the order of, a public officer or utility official in the performance of official duties, such as controlling traffic, identifying streets, warning of danger, or providing information, is exempt from this section.

(e) All signs posted in violation of this section shall be considered a nuisance and are removable without notice by a public or governmental official at any time thereafter, unless said signs have been authorized to remain by the town government.

Section 4. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the Town of Kensington that, Chapter 6, “Signs and Commercial Regulations” Article 1 “Signs and Solicitors”, Section 6-104 “Signs on Private Property” of the Code of the Town of Kensington be, and is hereby, repealed and re-enacted with amendments to read as follows:

Section 6-104. Signs on Private Property – CRT, CRN and Industrial Zones

(a) Comprehensive Signage Plan Required – Before a permit may be issued under this Article for properties within the CRT, CRN and Industrial Zones, for properties occupied by more than one (1) business/tenant, a signage plan must be filed demonstrating that each sign for which a permit is requested is consistent and harmonious in terms of location, design, color, shape, size, style, material, and mounting with all other such signs on the property. Signs for individual businesses/tenants in a multi-tenanted building shall be placed only on the **BUILDING LEVELS ACCESSIBLE ON THE EXTERIOR BY pedestrianS** [~~levels of the building~~]. A signage plan for the entire property shall be submitted by the owner prior to the issuance of the first sign permit for the property and shall be updated to include all existing and proposed signs when any sign is installed, altered or replaced.

(b) Prohibited Signs - The following sign types are prohibited:

(1) Internally illuminated box signs with flat graphics and/or translucent face material are prohibited.

(2) Pole (freestanding) signs, except when [~~(a) located at retail shopping centers and grocery stores with greater than one hundred (100) parking places. Retail shopping centers and grocery stores will be allowed only one pole sign each; or~~]

~~(b)~~ located in the Kensington Historic District, when the Historic Preservation Commission has made a determination that the sign is an integral part of the environmental setting or is important to the historic character of the neighborhood. ANY POLE SIGN LAWFULLY EXISTING IMMEDIATELY PRIOR TO JULY 1, 2019, BUT WHICH DOES NOT CONFORM TO THE REQUIREMENTS AS NOW CONSTITUTED OR AS THEY MAY HEREAFTER BE AMENDED FROM TIME TO TIME, SHALL BE REMOVED OR MODIFIED TO COME INTO COMPLIANCE WITH THIS ARTICLE WITHIN FIVE (5) YEARS FROM JULY 1, 2019. THE TOWN MAY ELECT TO REQUIRE REMOVAL OF SIGNS ERECTED MORE THAN TWENTY YEARS PRIOR TO JULY 1, 2019 AT ANY TIME, UPON PAYMENT OF JUST COMPENSATION BASED ON THE DEPRECIATED VALUE OF THE SIGN.

(3) Internally illuminated signs (except as provided herein);

(4) Portable, **MOVED BY THE WIND** signs or, flashing or scrolling signs.

(5) Illuminated signs in the R-60 Zone.

(6) ~~[A frame type signs or sandwich signs unless they meet the following conditions:~~

~~(a) Can only be utilized during the hours of operation, on the site where the business is located, and must be removed at the close of business each day;~~

~~(b) Cannot exceed six (6) square feet per side, regardless of how connected or viewed;~~

~~(c) Cannot be placed in the public right of way and must provide a clear unobstructed path for use by pedestrians to and from the establishment and must meet the Americans with Disabilities Act Requirements; and~~

~~(d) Must be constructed and anchored in a manner to achieve wind grade certification. Examples of acceptable A frame signs are attached as Figure 1.~~

~~(e) Must be permitted by the Town as a limited duration sign.]~~

VEHICLES THAT ARE PRIMARILY USED AS AN APPARATUS OR SUPPORT FOR ADVERTISING, THAT ARE PARKED OR LOCATED ON PRIVATE PROPERTY IN SUCH A WAY AS TO BE VISIBLE FROM BEYOND THE PROPERTY LIMITS AND SERVE AS AN ADVERTISEMENT OF A BUSINESS LOCATED AT THE PROPERTY.

(c) Ground freestanding signs – Ground freestanding signs measuring less than six (6) feet in height and fifty (50) square feet in area, and including a landscaped area at the base of the sign measuring a minimum of one square foot for each square foot of sign area, are permitted. Only one ground freestanding sign shall be permitted per recorded lot. Once installed, landscaping must be properly maintained IN ACCORDANCE WITH APPROVED PLANS.

(d) Illumination (External) - Exterior sign illumination shall be discrete, uniform, and compatible with the architecture of the structure. The light source shall only illuminate the sign and shall not

glare, reflect, or shine onto public ways, streets, park areas, or residential properties. Sign illumination must use an enclosed lamp design or indirect lighting from a shielded source in a manner that prevents glare from beyond the property line. The light source shall be shielded or controlled in a manner so that it does not generally shine above or beyond the sign. **EXCEPT IN THE CRT AND CRN ZONE**, FOR properties abutting, contiguous or confronting, or within 150 feet of a residential property or use, all signage illumination light sources (including neon) must be turned off when the business is not open for public access or before 10:00 p.m. daily, whichever occurs first.

(e) Illumination (Internal) – Only internal, HALO, or backlit illumination signs composed of individually mounted channel letters, or in box signs with opaque face panels that utilize routed push-through or LED text or overlay translucent text material ARE PERMITTED. Individual letters shall be mounted directly to the building or on raceways or tracks attached to the building are permitted. INTERNAL SIGN ILLUMINATION SHALL BE DISCRETE, UNIFORM, AND COMPATIBLE WITH THE ARCHITECTURE OF THE STRUCTURE. THE LIGHT SOURCE SHALL ONLY ILLUMINATE THE SIGN AND SHALL NOT GLARE, REFLECT, OR SHINE ONTO PUBLIC WAYS, STREETS, PARK AREAS, OR RESIDENTIAL PROPERTIES. SIGN ILLUMINATION MUST USE AN ENCLOSED LAMP DESIGN OR INDIRECT LIGHTING FROM A SHIELDED SOURCE IN A MANNER THAT PREVENTS GLARE FROM BEYOND THE PROPERTY LINE. THE LIGHT SOURCE SHALL BE SHIELDED OR CONTROLLED IN A MANNER SO THAT IT DOES NOT GENERALLY SHINE ABOVE OR BEYOND THE SIGN. EXCEPT IN THE CRT AND CRN ZONE, FOR PROPERTIES ABUTTING, CONTIGUOUS OR CONFRONTING, OR WITHIN 150 FEET OF, A RESIDENTIAL PROPERTY OR USE, ALL SIGNAGE ILLUMINATION LIGHT SOURCES (INCLUDING NEON) MUST BE TURNED OFF WHEN THE BUSINESS IS NOT OPEN FOR PUBLIC ACCESS OR BEFORE 10:00 P.M. DAILY, WHICHEVER OCCURS FIRST.

(F) LIMITED DURATION SIGNS MAY BE PLACED ON PRIVATE PROPERTY FOR NOT MORE THAN **SIXTY (60)** DAYS IN ANY CALENDAR YEAR. ONE SIGN IS ALLOWED PER PERMIT, WITH A MAXIMUM OF **THREE** PERMITS AT ANY ONE TIME. MULTIPLE LIMITED DURATION SIGNS THAT ARE SIMILAR MAY NOT BE USED TO ENLARGE THIS TIME LIMITATION. MULTIPLE SIGNS THAT ARE SIMILAR MAY NOT RECEIVE A PERMIT FOR THE SAME LOCATION. THE MAXIMUM SIGN AREA OF EACH SIGN IS FIFTY (50) SQUARE FEET WITH A MAXIMUM TOTAL SIGN AREA OF ONE HUNDRED (100) SQUARE FEET.

(f) Allowable Signage Calculations – Signage calculations shall include exterior signage of all types including permitted neon signs. Symbols, letters and logos count towards total signage. Properties abutting or confronting residential property shall be limited to one (1) square foot of signage for each lineal foot of building frontage.

(g) Applicability – This section applies only to signs in the CRT, CRN and Industrial zones, except where specifically noted. All new commercial signage, repairs to existing signage, changes to sign text, tenancy changes, property ownership changes, business name changes, or use changes must comply with this Article. Whenever an existing sign is altered, it shall be modified to bring it into conformance with this chapter. Whenever any

existing business/tenant/owner erects a new or additional sign, all signs on the premises pertaining to that business/tenant/owner shall be modified to bring them into conformance with this chapter. Any pole sign lawfully existing immediately prior to September 1, 2009 that did not conform to the requirements of this section on that date shall be removed or modified to come into compliance with this article. Signs installed by the Town of Kensington or signs at fire stations and public libraries and schools, any sign required by law or regulation by a governmental agency or utility company erected by, or on the order of, a public officer or utility official in the performance of official duties, such as signs controlling traffic, identifying streets, warning of danger, or providing information, are exempt from This section, but not from the application of Chapter 59, Article 59-6, Division 6.7 of the Montgomery County Code.

(h) Additional Restrictions for Signs within the Historic Commercial District (Howard Avenue, Armory Avenue, Fawcett Street, St. Paul Street, and Montgomery Avenue) -

The following types of signs are not permitted in the historic commercial district unless a variance is granted by the Council:

(1) Internally illuminated signs.

(2) Neon signs or neon decorations.

(i) Interior Window Coverage - The maximum total area of interior window signs shall not exceed twenty percent (20%) of the glass area for each side of the building.

(j) Permitted pole signs – Permitted pole signs shall include a landscaped area at the base of the sign measuring a minimum of one square foot for each square foot of sign area. Once installed, landscaping must be properly maintained.

(k) Variance Procedure - If a signage permit application is denied by the Town, an applicant may seek a Variance from this section within 15 days of the date of denial. A variance may not be granted for the erection, installation or maintenance of a sign prohibited by Section 6-104(b) OR MONTGOMERY COUNTY CHAPTER 59- 6, DIVISION 6.7. THE TOWN MAY ESTABLISH A DETAILED VARIANCE APPLICATION, CHECKLIST AND CHARGE FEES FOR THE CONSIDERATION OF VARIANCES REQUESTS. A variance may be granted when the Council finds that:

(1) strict application of the Town regulations would result in peculiar and unusual practical difficulties to, or exceptional or undue hardship upon, the owner of the property or owner of such sign;

(2) the variance is the minimum reasonably necessary to overcome any exceptional conditions; and

(3) the variance can be granted without substantial impairment of the intent, purpose, and integrity of this Article. A variance decision must be based on consideration of:

(a) one or more of the following elements: size, shape, color, design elements, location or cost of the sign;

(b) the compatibility of the proposed sign with the surrounding property, the proximity of other signs, and the characteristics of the area; and

(c) confirmation that the property and all other signs on the property are in conformance with the Article.

(d) recommendation of the HPC if located in the Historic District and if requested by the Council or offered by the HPC.

(4) Contiguous, confronting and abutting owners must receive notice of the variance application prior to consideration by the Council.

(1) Conditions and Revocation - The Council may impose conditions and terms on a sign variance, and may revoke any previously granted sign variance when it determines:

(1) the applicant supplied inaccurate information to the Council, or

(2) the terms of the variance set by the Council have not been met or have been violated. [~~The Council may establish a detailed variance application, checklist and charge fees for the consideration of variances requests. This provision shall not permit the Council to grant a variance allowing any sign prohibited under Montgomery County Chapter 59-6, Division 6.7.~~]

Section 5. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the Town of Kensington that, Chapter 6, “Signs and Commercial Regulations” Article 1 “Signs and Solicitors”, Section 6-106 “Enforcement and penalties” of the Code of the Town of Kensington be, and is hereby, repealed and re-enacted with amendments to read as follows:

Section 6-106. Enforcement and Penalties.

(a) A violation of Section 6-103 shall be a Class F municipal infraction punishable pursuant to Section 10-303 of this Code. Written notice of violation shall be mailed by certified mail to the property owner and tenant occupant (if applicable). Any costs incurred in the removal of prohibited signs by the Town or its designee shall be assessed to the owner of the sign and may be collected as an ordinary debt or in the manner of taxes and shall be a lien on any property belonging to the owner within the Town. For violation assessment and cost reimbursement purposes, the owner shall be considered the individual(s) benefiting from the sign to be determined by phone number, name or address indicated on the sign. In the event the tenant occupant has vacated, the property owner shall be the responsible party.

(b) A violation of Section 6-102 and 6-104 shall be a Class E municipal infraction punishable pursuant to Section 10-303 of this Code.

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the Town of Kensington that upon formal introduction of this proposed Ordinance, the Town Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the Town Clerk. The proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council, shall be:

- a. Posted at the town hall by the next business day;
- b. Posted on the official town website;
- c. Sent to those persons listed on the official town email list /mail subscription service; and
- d. Published once prior to the public hearing in the town newsletter or sent by substitute regular mail to newsletter circulation addresses.

The public hearing shall be held at least fifteen (15) days after introduction and may be held separately or in connection with a regular or special council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. This Ordinance shall become effective on _____ provided that the ordinance or a fair summary thereof is:

- a. Posted at the town hall by the next business day for at least two (2) weeks;
- b. Posted on the official town website;
- c. Sent to those persons listed on the official town email list /mail subscription service; and
- d. Published once in the town newsletter.

INTRODUCED by the Mayor and Council of the Town of Kensington, Maryland at a public meeting assembled on the ____ day of _____ 2019.

ADOPTED by the Mayor and Council of the Town of Kensington, Maryland at a public meeting assembled on the ____ day of _____ 2019.

EFFECTIVE the ____ day of _____, 2019.

ATTEST:

TOWN OF KENSINGTON

By: _____

Susan Engels, Clerk-Treasurer

By: _____

Tracey Furman, Mayor

APPROVED AS TO FORM:

Suellen M. Ferguson, Town Attorney

RESOLUTION NO. R-13-2019

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 2019-2020 without a formal bid process at an annual fee of \$41,200 for services, for specific items, in accordance with the provisions of a contract in substantially the form attached and included as 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 2019/2020 Explore Kensington Campaign" and attached hereto, at a not to exceed contract price of \$41,200, be and it is hereby approved for one year from July 1, 2019 through June 30, 2020. 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 8th day of July 2019.

Tracey C. Furman, Mayor

This to certify that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 8th day of July 2019.

Susan Engels, Clerk-Treasurer

APPENDIX "A"
Fiscal Year 2019-20

Proposal for Town of Kensington
Explore Kensington Campaign

June 14, 2019

OBJECTIVE

- Continue to reinforce key attributes of Kensington as a charming town with amenities and attractions for dining, shopping and entertainment
- Continue to educate the broader public about Kensington
- Raise awareness to seek to maximize the Town's economic potential by attracting new business, development and redevelopment opportunities

RECOMMENDED STRATEGIES

Media Relations

- Develop story ideas that highlight Kensington
- Research opportunities where Kensington could be a part of broader stories
- Prepare and distribute press releases, as needed
- Maintain media kit (background, fact sheet, photos, testimonials, etc.)
- Monitor media hits

Digital Strategies

- **Website**
 - Maintain website with businesses, news, farmers' market vendors, events, etc.
 - Utilize social media to drive traffic to site
 - Enhance the search optimization to the site
- **Social Media**
 - Maintain the Explore Kensington Facebook page
 - Maintain regular postings to site; 4-5 times each week
 - Continue to work with Town merchants to promote their business
 - Continue to identify opportunities to entice people to 'Like' this page
 - Engage business community for content
 - Research community happenings for additional content
 - Regular visits for content collection
- **Eblast**
 - Continue to build a relevant email list
 - Regular interaction with business community for information
 - Send out a regular eblasts promoting events and promotions; Two times per month



- Utilize eblasts to drive traffic to website and Facebook

TEAM

Maier & Warner PR & Marketing is a group of seasoned professionals that has successfully developed and executed effective corporate marketing and public relations programs. The agency has excellent relationships with media and has produced award-winning brochures, websites and advertisements.

FEE AND BUDGET

Media relations, management fee, content management for social media, meetings, copywriting, research, design fees (eblast, website, evite), event planning and public relations	\$37,595
Website hosting/maintenance, programming	\$3,500
Facebook promotion	\$1,200
TOTAL	\$41,200

CONCLUSION

Thank you for the opportunity to provide you with this proposal. We are pleased to be considered for your marketing needs. With our skills, resources and experience, we are confident we can help you achieve your goals.

CONTRACT FOR SERVICES

THIS CONTRACT, is effective the 1st day of July, 2019, 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"**, 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, Contractor shall:

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

2. **COMPENSATION:** The Contractor shall be paid the total sum of **\$41,200** for the basic services under this contract, as described in Attachment "A" payable in equal monthly installments over a twelve month period. Further, Contractor shall be paid for specific items, as referenced in Attachment A, when the service is rendered. The not to exceed total contract price is **\$41,200**. 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, 2019 through June 30, 2020**

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 employee or agent of the Town, nor shall any of the Contractor's employees or employees, 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**

**TO CONTRACTOR:
Maier Warner Public Relations
90 Church Street
Rockville, Maryland 20850**

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.

WITNESS:

MAIER & WARNER PUBLIC RELATIONS, LLC

By: _____

By: _____

Title: _____

WITNESS:

TOWN OF KENSINGTON

By: _____

By: _____
Sanford W. Daily, Town Manager

RESOLUTION No. R-14-2019

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON, MARYLAND, AUTHORIZING THE TOWN MANAGER TO EXECUTE A ROAD TRANSFER AGREEMENT WITH MONTGOMERY COUNTY TO TRANSFER CONTROL, MAINTENANCE AND JURISDICTION AND ACCOMPANYING STORM DRAINAGE FACILITIES TO THE TOWN

Whereas, the Town recently annexed the following described area into the Town:

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 1a 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.

Whereas, the parties desire to transfer the control, maintenance and jurisdiction over the roads within the area and accompanying drainage facilities from the County to the Town; and

Whereas, The Town has caused an imaging survey to be conducted as to the condition of the drainage facilities with the annexed area, which determined them to be in good condition.

Now Therefore Be It Resolved that the Town Manager is hereby authorized -to execute a Road Transfer Agreement with Montgomery County to transfer control, maintenance and jurisdiction and accompanying storm drainage facilities to the Town of Kensington. Said document is attached hereto as Exhibit A.

Adopted by the Mayor and Town Council, at a regular public meeting, this **8th** day of **July**, **2019**.

Tracey C. Furman, Mayor

This is to Certify that the foregoing Resolution was adopted by the Mayor and Town Council in public meeting assembled on the 8th day of July, 2019.

Susan C. Engels, Clerk-Treasurer

ROAD TRANSFER AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019, by and between Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the “County”) and the Town of Kensington, Maryland , a body corporate and politic and a political subdivision of the State of Maryland (the “Town”) (the County and the Town together, the “Parties”).

WHEREAS, the County maintains the following roads that are located within the Town: Perry Avenue, St. Paul Street, Madison Street and Decatur Avenue.

WHEREAS, pursuant to § 4-401 *et. seq* of the Local Government Article and Amended Resolution No. AR-01-2018, which became effective December 15, 2018, the Town annexed land that includes portions of Perry Avenue and of St. Paul Street and the entirety of Madison Street and Decatur Avenue (“the Roads”).

WHEREAS, pursuant to § 4-405 of the Local Government Article and Resolution No. AR-02-2018, the Town enacted an Annexation Plan.

WHEREAS, the Annexation Plan allows the Town to negotiate for the transfer of responsibility for the Roads to the Town.

WHEREAS, because the Roads are located within the Town limits, the Town can efficiently maintain the Roads.

WHEREAS, the Notice of Annexation document (Exhibit A), now attached, includes a map of the Roads being transferred to the Town.

WHEREAS, the Parties desire to transfer the control, maintenance, and jurisdiction over the Roads, and accompanying drainage facilities, from the County to the Town subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of \$1.00 payable by each Party to the other, and of the mutual promises made by the Parties in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The County hereby transfers to the Town, and the Town accepts from the County control and jurisdiction over and maintenance responsibility for the Roads, which are more particularly described as:
 - a. Decatur Avenue from University Boulevard (MD193) to its terminus at St. Paul Street, a total distance of 0.14 miles, as shown on Montgomery County Record Plat Book B at Folio 14 and dedicated to public use per Liber JA No. 23 at Folio 104.
 - b. Madison Street from University Boulevard (MD193) to its terminus at Decatur Avenue, a total distance of 0.05 miles as shown on Montgomery County Record Plat Book B at Folio 14 and dedicated to public use per Liber JA No. 23 at Folio 104.
 - c. Perry Avenue from University Boulevard (MD193) to its terminus at St. Paul Street, a total distance of 0.20 miles as shown on Montgomery County Record Plat Book B at Folio 14 and dedicated to public use per Liber JA No. 23 at Folio 104.

- d. St. Paul Street from University Boulevard (MD193) to Farragut Avenue, a total distance of 0.22 miles as show on Montgomery County Record Plat Book B at Folio 14 and dedicated to public use per Liber JA No. 23 at Folio 104.
2. The effective date of transfer shall be the date that this Agreement is fully executed by the Parties (the “Transfer Date”).
3. The mileage set forth in Section 1 will be included in the Town inventory as of December 1st in the year following the Transfer Date.
4. The basis for the state allocation of funds will include the additional miles stated in Section 1 in the allocation to the Town beginning July 1st of the year following the Transfer Date.
5. The Roads are being transferred as-is with regard to both the condition of the existing rights-of-ways and the condition of the Roads and all appurtenances thereto.
6. The Town hereby accepts control and jurisdiction over and maintenance responsibility for the Roads and accompanying drainage facilities as of the Transfer Date.
7. The Town agrees to indemnify and save harmless the County from all suits, actions, claims, judgments and damages arising out of the negligent acts, errors or omissions of the Town or any of its employees, agents or representatives in the maintenance and repair of the Roads that occur after the Transfer Date. This indemnification is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act.
8. The County will furnish to the Town copies of existing right-of-way plats and existing plans for paving, storm drainage and grade establishment related to the Roads.

9. The foregoing recitals are incorporated herein.

(signature page follows)

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers on the day and year first written above.

MONTGOMERY COUNTY, MARYLAND

By: _____
Fariba Kassiri,
Deputy Chief Administrative Officer

Recommend for Approval

Approved as to Form and Legality
Office of the County Attorney

Director, Department of
Transportation

Associate County Attorney

TOWN OF KENSINGTON, MARYLAND

By: _____
Sanford W. Daily, Town Manager

Approved as to Form and Legality

Town Attorney