

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Nate Engle**



**Council Member Conor Crimmins
Council Member Bridget Hill-Zayat**

Released: September 11, 2020

**Monday, September 14, 2020
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held through the Zoom Video Conferencing application. We recommend downloading the Zoom app prior to the meeting at the following link: www.zoom.us

The Council Meeting will begin at 7:00 pm and access to the meeting will be through the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/87225862844?pwd=VHh6QmVWUWRUSWY4dzlLTWIGOUk1Zz09>

Meeting ID: 872 2586 2844

Password: 960249

Or you may join the meeting by calling: +1 301 715 8592 US (Germantown) and entering the Meeting ID and Password above.

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Council Work Session Minutes of August 7, 2020
Town Council Meeting Minutes of August 10, 2020

FROM THE MAYOR AND TOWN COUNCIL

1. **CRAFT & Connect (10513 Metropolitan Avenue)** – Introduction of a new business, CRAFT & Connect, which will specialize in Local Craft Beer, Wine and Liquor, featuring local brewers, vintners, and distillers.
2. **Montgomery County Pesticide Law** – Discuss the possibility of adopting Montgomery County's Pesticide Law within the Town. Adopting the County's Pesticide Law would

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

require the Town to introduce an ordinance and hold a public hearing at a future Council meeting. *No action will be taken on this subject and is a discussion topic only.*

- a. Mary Travaglini, Montgomery County Department of Environmental Protection will be available to answer questions about the Pesticide Law.

3. Development Review Board –

- a. The Flats at Knowles Station (10509 Summit Avenue) – Presentation by the Developer, Woodside Ventures, on the proposed mixed-use building with first floor commercial use and four (4) floors of residential use above.
 - i. The Development Review Board (DRB) will present a letter in support of The Flats at Knowles Station to the Town Council.
 - b. Thrive Montgomery 2050 – Discuss sending a letter to the Montgomery County Council requesting that the Planning Board delay the review and transmittal of Thrive Montgomery 2050 until 2021.
4. **Pedestrian and Bicycle Access and Safety Working Group** – Update from the Working Group from the September 9, 2020 meeting.
5. **Town Elections Sub-Committee** – Update and discussion of the proposed options and revisions to the Town Charter and Code for future Elections.

FROM THE TOWN MANAGER AND STAFF

October Town Council Meeting – Confirm date for the October Town Council Meeting.

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-08-2020** – A Resolution of the Mayor and Town Council of Kensington to override the bid process to Authorize a contract with John Shorb Landscaping, Inc., for the removal and disposal of an existing pergola, existing concrete, and existing mulch path; installation and construction of a replacement pergola, board walk and brick path, and provision and installation of two benches in Clum-Kennedy Park.
2. **Resolution No. R-09-2020** – A Resolution of the Mayor and Town Council of Kensington Authorizing the Town Manager to enter into a Memorandum of Understanding (MOU) with Montgomery County to install and maintain a mural on the Summit Avenue bridge; and to Authorize the Town Manager to enter into a contract with the Artist for the mural.
3. **Resolution No. R-10-2020** – A Resolution of the Mayor and Town Council of Kensington authorizing the Town Manager to establish a 'No Parking' zone along the east side of Detrick Avenue, between 10411 Detrick Avenue and the egress/ingress apron at 3930 Knowles Avenue; and to change the existing "One (1) Hour Parking" restriction to "Two (2) Hour Parking, 7:30 am – 5:30 pm, M-F" along the east side of the 10400 block of Detrick Avenue.

ADJOURNMENT

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

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

Monday, October TBD, 2020, 7:00 pm

Montgomery County's Pesticide Law



Montgomery County's Pesticide Law

NEW:

The use of most synthetic pesticides are not allowed on private and County lawns, playgrounds, mulched recreation areas, and private childcare facilities.

Other provisions apply, but this is the most significant change for County residents and businesses.

Changes took effect June 2019. Montgomery County is the first major municipality in the U.S. to enact such a law.

Municipalities Currently Exempt:

- Chevy Chase Village
- Town of Chevy Chase
- Garrett Park
- Gaithersburg (considering opting in)
- Kensington
- Laytonsville
- Poolesville
- Rockville (considering opting in)
- Somerset
- Washington Grove

Request from County:

Municipalities that are not currently opted in to 33B of the County Code are being asked to opt in.

- Benefits:
 - Most municipalities are opted in to most County environmental codes—residents often expect this
 - Pesticide code protects the residents of your town
 - Limit confusion among residents
 - Limit confusion among contractors
 - County provides all education and enforcement—no cost or burden on town officials or budgets

What's Not Allowed



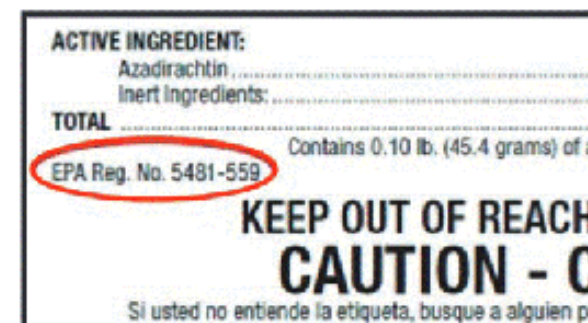
Weed & Feed Products

WEED & FEED

- These products contain both a fertilizer and pesticide and none of them are allowed for use under County law on lawns.



EPA Reg. No. on label Only



- Many of these products contain chemicals that cannot be used on lawns, playgrounds, childcare facilities, or mulched recreation areas, unless they also include one of the "Allowed" logos or statements on this page. [Check with DEP](#) if a product only has an EPA label and you think it might be allowed for use under the law prior to purchase or application.
- [Some exemptions apply.](#)

What Is Allowed



Product that are OMRI-listed For Organic Use



- Certified by the Organic Materials Review Institute, this product can be used on lawns, playgrounds, childcare facilities, and mulched recreation areas in the County.
- Most, but not all OMRI certified products use the logo.
- [See full, up-to-date list of OMRI products](#)



Products listed for organic gardening



- Listed by the USDA for use in organic crop production, these products can be used on lawns, playgrounds, childcare facilities, and mulched recreation areas in the County.
- These products may have an EPA registration number on the label.
- Herbicides with the active ingredient Iron HEDTA will not include this logo, but are allowed for use in Montgomery County.



Certain EPA-exempt products

Exempt from EPA
labeling under
FIFRA 25(b)

- Designated a “minimum risk” pesticide by the EPA, products that do not require an EPA registration number can be used on lawns, playgrounds, childcare facilities, and mulched recreation areas in the County.
- An EPA-exempt or 25(b) statement will typically be on the outside of the container, or on the first two pages of the attached label. None of these products will include an EPA registration number.

Exemptions:

- The law allows for the use of *Registered Pesticides* to:
- control weeds as defined in County Code Chapter 58, Weeds (thistles, Johnsongrass, shattercane, and kudzu)
- control invasive species as adopted under this law (*Lesser celandine, chameleon plant/Houttoynia, wavyleaf basketgrass, Japanese knotweed/Fallopia*)
- control disease vectors
- control biting or stinging insects or stinging plants
- control organisms that threaten the health of trees or shrubs
- control indoor pests, if applied around or near the foundation of a building
- control a pest outbreak that poses an imminent threat to human health or prevent significant economic damage if a registered pesticide is not used

Exemptions:

- MCPS public schools are State property and are already governed by a State-mandated IPM plan, which requires other chemical-free means are attempted before using a pesticide. Advance notification to parents required.
- M-NCCPC parks are State Property and have their own IPM plan. They have committed to pesticide-free playgrounds and lawns in local (not regional) parks. The sports fields they manage on MCPS property are pesticide-free. Advance notification to public required.

Violations:

- Violations can be filed via the County's Customer Service Center:
 - By telephone by dialing 311 (within the County) or 240-777-0311
 - On-line at montgomerycountymd.gov/mc311 (enter the keyword "pesticide" and click on the link entitled "Pesticide Law")

Questions?

mary.travaglini@montgomerycountymd.gov

www.montgomerycountymd.gov/lawns





ELEVATION SOUTH.
1/8" = 1'-0"



ELEVATION WEST.
1/8" = 1'-0"

MATERIAL LEGEND	
Key Value	Keynote Text
1	BRICK DARK
2	BRICK LIGHT
4	HARDIE PANELS
5	COMPOSITE METAL
6	METAL COPING
7	PELLA CURTAIN WALL SYSTEM
8	PELLA STOREFRONT SYSTEM
9	PELLA ALUM/GLASS GARAGE DOOR
10	ALUMINUM RAILING
11	JULITTE BALCONY (OPTIONAL)
12	STONE VENEER

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Rockville, Maryland, 20850
Tel: 301-596-9620
Fax: 301-596-9620
Email: info@dva-arch.com

DVA
ARCHITECTS
www.dva-arch.com

THE FLATS AT KNOWLES STATION
10509 SUMMIT AVENUE, KINSINGTON, MD, 20895
10509 SUMMIT VENTURE, LLC
10509 SUMMIT AVENUE, KINSINGTON, MD 20895
7215 RIDGEWOOD TERRACE, CHEVY CHASE, MD 20815
ELEVATIONS

Professional Certification.
I hereby certify that these documents were prepared by me, and that I am a duly licensed architect under the laws of the State of Maryland License No. _____ Expiration Date: _____

Revisions	

ISSUED: BLANK
08/18/2020
DRAWN: GY
GJ
DVA JOB NO. SCALE
BLANK: 1/8" = 1'-0"
DRAWING

A004

Developer's Certificate
The Undersigned agrees to execute all the features of the Site Plan Approval No. _____ 820210030 including Approval Conditions, Development Program, and Certified Site Plan.
Developer: 10509 SUMMIT VENTURE, LLC
Company: C/O WOODSIDE VENTURES & REALTY SERVICES
Thomas Brault
Contact Person
Address: 7215 RIDGEWOOD TERRACE, CHEVY CHASE, MD 20815
Phone: 703-868-2832
Signature: _____

ELEVATIONS ARE ILLUSTRATIVE

NOT FOR CONSTRUCTION

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Nate Engle**



**Council Member Conor Crimmins
Council Member Bridget Hill-Zayat**

September 9, 2020

Town of Kensington Mayor and Council

Re: Flats at Knowles Station, 10509 Summit Ave.

Dear Mayor and Council,

We wish to submit this letter expressing the support of the Development Review Board for the Flats at Knowles Station development project that the Montgomery Planning Board will review for 10509 Summit Ave. The support we express is specific to the proposal that we reviewed at the August 24, 2020, Development Review Board Meeting and for which the Applicant completed our Questionnaire. Based on this review, we recommend that the Mayor and Town Council convey to the Planning Board its support for this proposed development.

The Town of Kensington Development Review Board has met with representatives of the Flats at Knowles Station on several occasions over the past two years, and its representatives have conducted community meetings to present its proposed development and to hear input from Town residents and the public generally. During these meetings, the Applicant has shown a strong desire and willingness to work within the parameters of the 2012 *Kensington and Vicinity Sector Plan*, as well as applicable Montgomery Planning regulations and Montgomery County zoning text amendments passed subsequent to the Sector Plan.

It is our understanding that the Planning Board and staff will carefully review a “proposal’s building height, bulk, scale, setbacks, relationship to street, massing, façade articulation, and relationship to surrounding properties to ensure compatibility.” (Sector Plan, pp. 21-24) We also anticipate that Planning staff will assess the adequacy of the Applicant’s proposal, including its impact on existing infrastructure such as schools and transportation.

As noted above, the Applicant has demonstrated a willingness to accept public input on how to make the project better and consistent with the Sector Plan’s vision for Kensington. While this project undergoes consideration by the Planning Board and further consideration by the Town of Kensington, we recommend that the Mayor and Council focus on these specific issues:

- That Parks and Planning staff review the Traffic Study performed by the Applicant’s traffic engineers and conclude as to whether their trip generation and impact is accurate
- That Parks and Planning staff review the building crown design element at the roofline of the corner of Summit and Knowles and consider if it should be modified

- That the Applicant work with Planning Staff on a design for the parking garage that provides activated retail at the corner of Summit Ave and Knowles Ave for both the ground (cellar) level and level 1 of the parking structure and to ensure that all parking is obscured from sight from the exterior of the building at the corner of Summit Avenue and Knowles Avenue
- That Planning Staff and the Applicant consider additional ways to enhance the relationship between the existing Knowles Station (10414 Detrick Avenue) and the proposed project
- That Planning Staff review the option for 10414 Detrick Avenue to remove parallel parking spaces within their parking lot in order to create a wider, safer through movement to the parking structure at 10509 Summit Avenue and that 10509 Summit Avenue dedicate any necessary spaces to 10414 Detrick Avenue use to offset the loss of the parallel parking spaces
- That the Applicant review and provide suggested signage and lane stripping that direct movements to/from this building along routes other than Knowles Avenue and to engage both Montgomery County Department of Transportation (MCDOT) and the Maryland State Highway Administration (SHA) on options to improve the intersections of Knowles Avenue at Connecticut Avenue, Detrick Avenue, and Summit Avenue.

This is the third significant project in this area of the Town of Kensington, which is at the center of one of the most-congested intersections in the County. Just recently, the Town received a letter from Ms. Erica Rigby (Acting District 3 Engineer, MD SHA) dated September 1, 2020, in which MD SHA indicated it is undertaking a “holistic review of the MD 547 (Knowles Ave) corridor from Beach Drive to MD 185 (Connecticut Avenue)”, and we urge the Mayor and Town Council to review the findings to be offered by MD SHA by early October 2020 for areas where improvements along this corridor may be made to enhance pedestrian and bicycle safety while also reviewing opportunities to improve the movement of vehicular traffic through this corridor.

Finally, we urge the Mayor and Town Council to continue to seek strong support from the County Council and the Montgomery Planning Board to develop and build the Summit Avenue Extension, a project that is a vital part of the Sector Plan, and which offers the most significant relief to a long-standing, failing traffic pattern.

Sincerely,



Conor D. Crimmins
Development Review Board, Chair
Town of Kensington

CC: Kensington Mayor and Town Council



THRIVE

MONTGOMERY 2050

Let's Plan Our Future. Together.

Montgomery Planning

6/11/2020

Thrive Montgomery 2050

Planning Board Presentation-Draft Vision, Goals, Policies and Actions

Today's presentation

- Introduction-Context-Rationale
- Framework and Vision
- How Goals and Policies were developed
- Community Outreach
- Implementation Chapter - in progress
- Next steps
- Public Comments
- Facilitated discussion of key themes of the Plan

Introduction-Context-Rationale

Thrive Montgomery 2050 isn't about reinvention. It's about adapting to new realities and shifting the way we think about how the county should grow.

Economic Disruption

Regional + National Competition
Higher Living Cost– High Debt–
Location Preferences

Social Change

Public Health– Social Isolation–
Household Formation– Lifestyle
Changes– Focus on Equity

Demographic Shifts

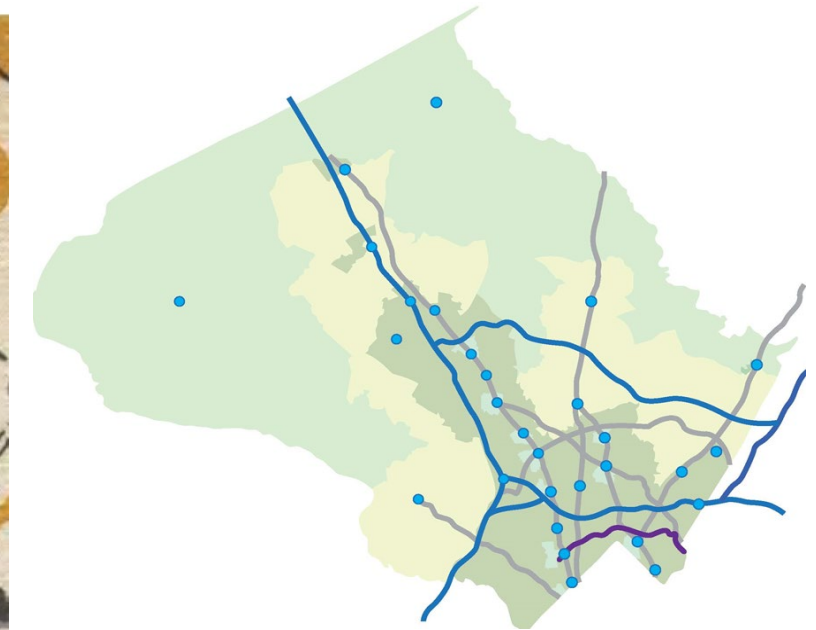
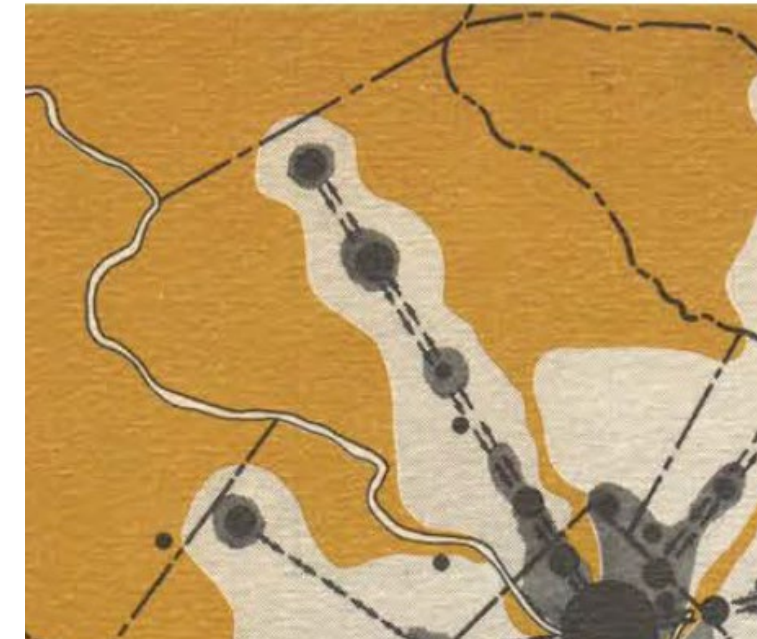
Increasing Diversity– Smaller Family
Size– Decreasing Birth Rates– Aging
Population

Technological Innovations

Artificial Intelligence–
Autonomous Vehicles– Ride
Sharing– Social Media– Online
Retail

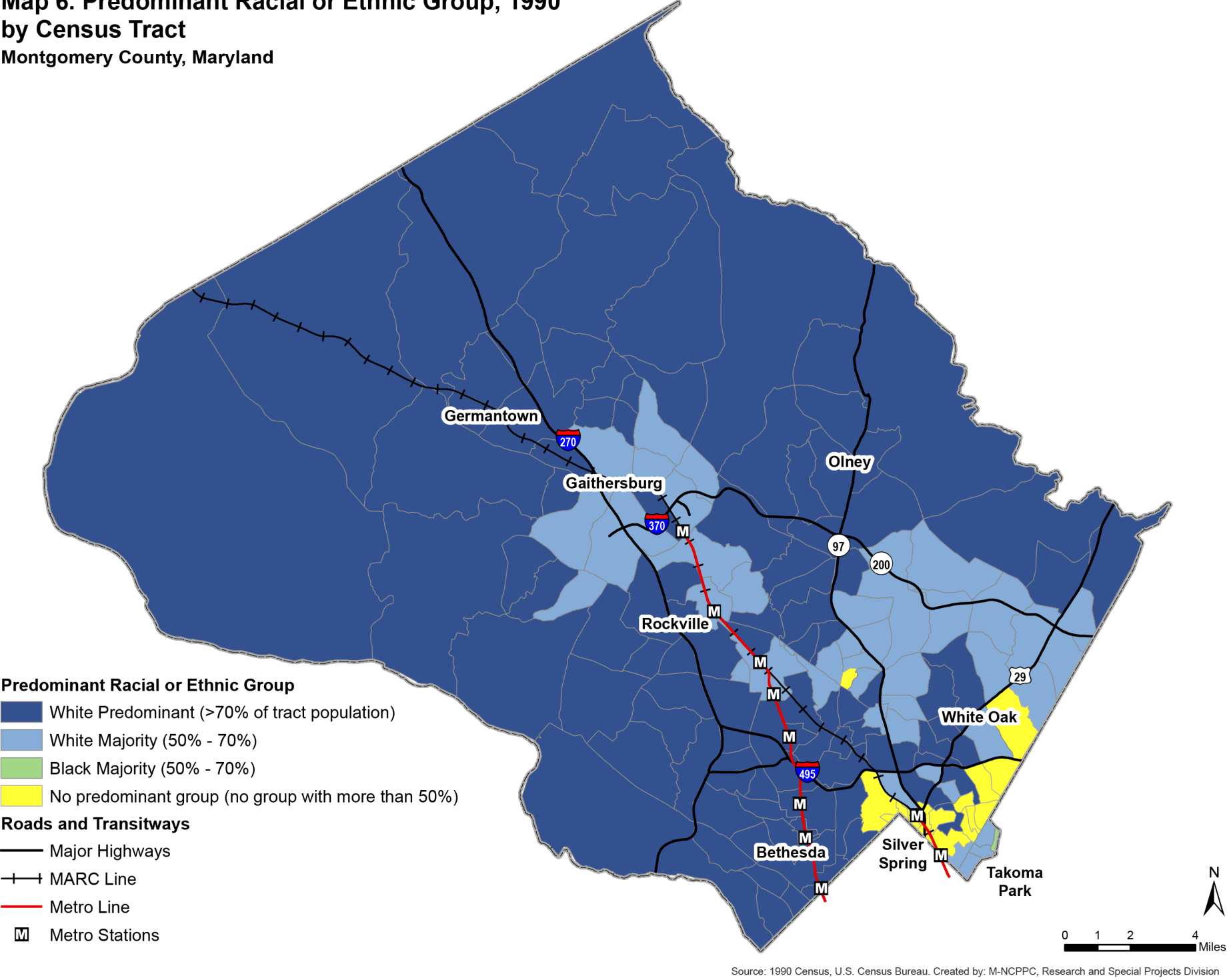
Climate Change

Sea Level Rise– Extreme
Temperatures– Extreme
Weather Events– Habitat and
Natural Resource Impacts
Infrastructure Cost– Energy

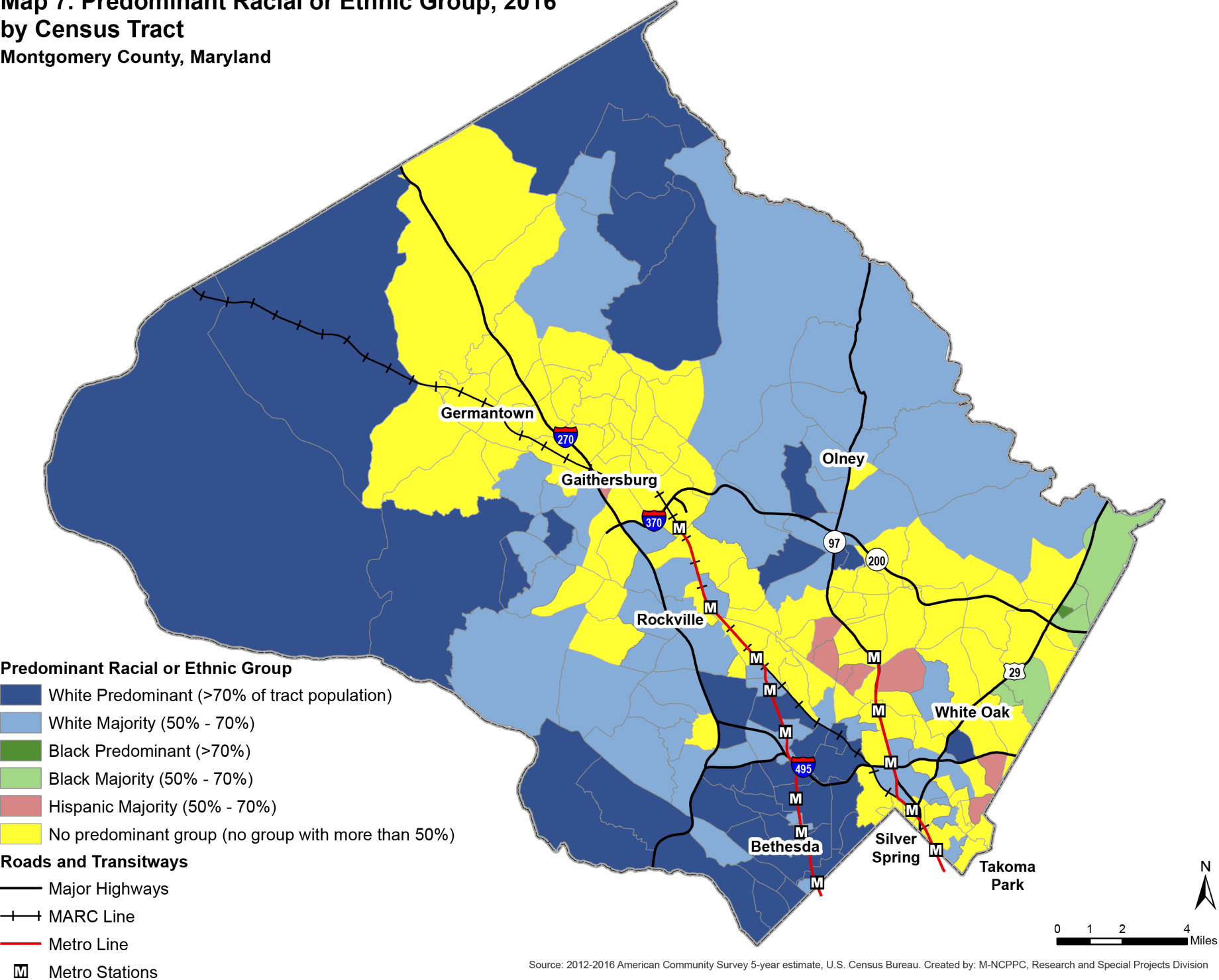


Change in County Demographics

**Map 6. Predominant Racial or Ethnic Group, 1990
by Census Tract**
Montgomery County, Maryland

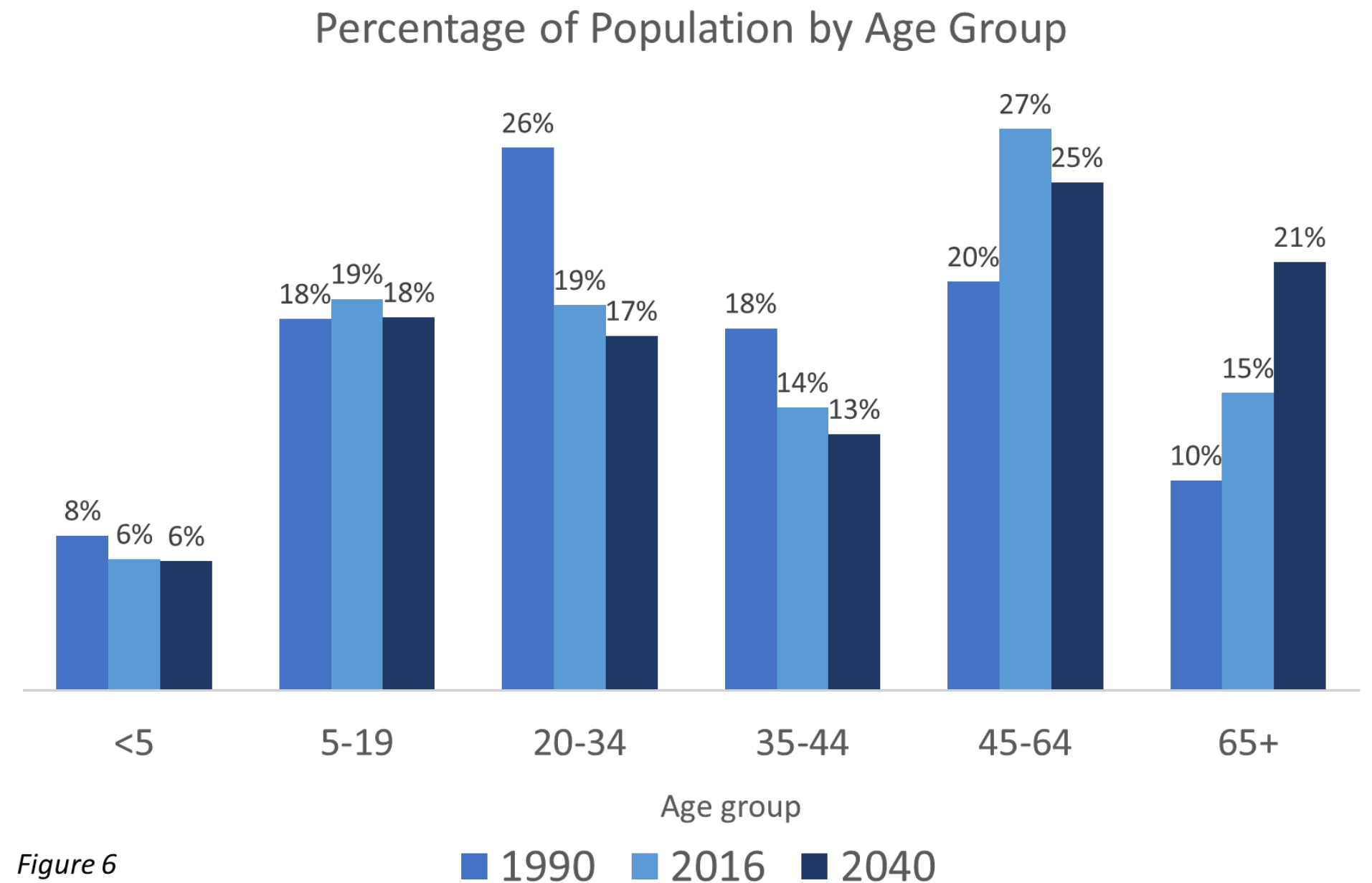


**Map 7. Predominant Racial or Ethnic Group, 2016
by Census Tract**
Montgomery County, Maryland



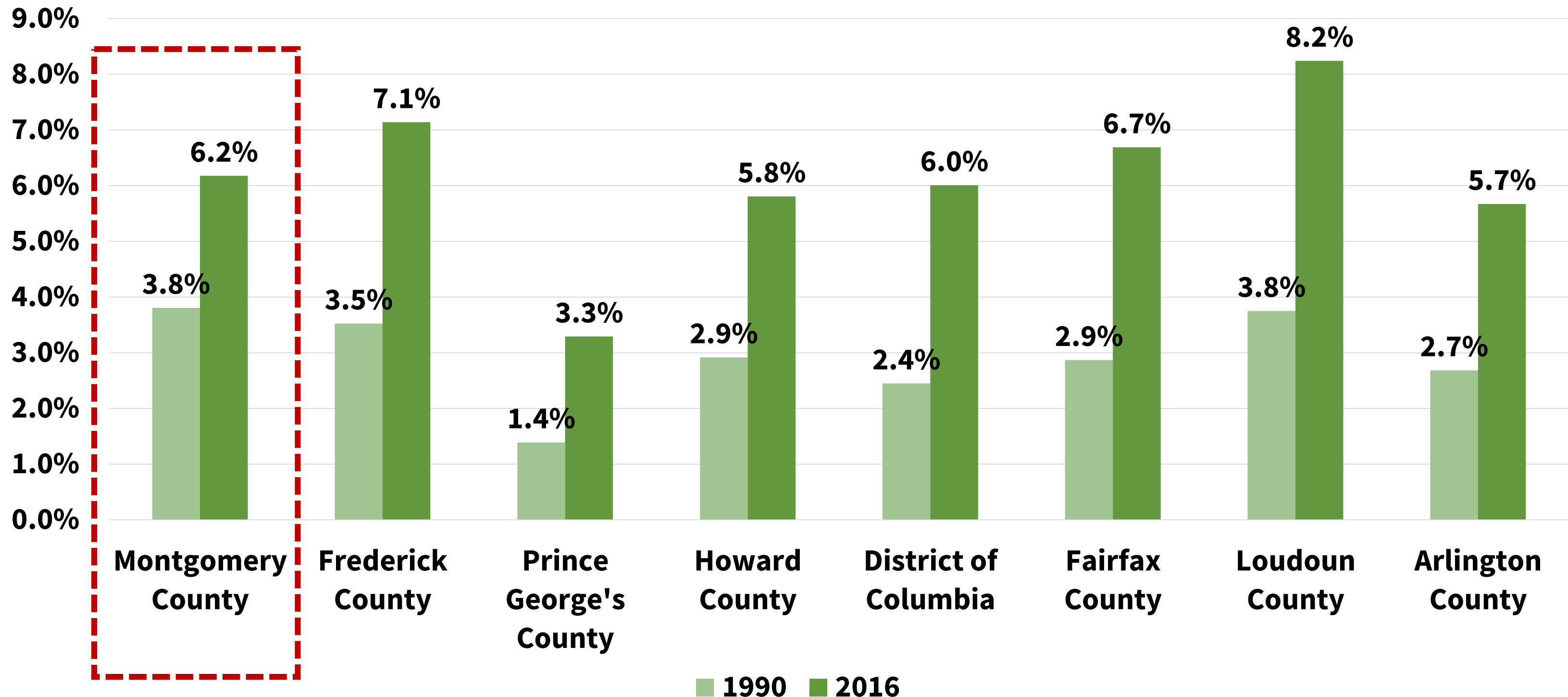


Increasingly Older Population



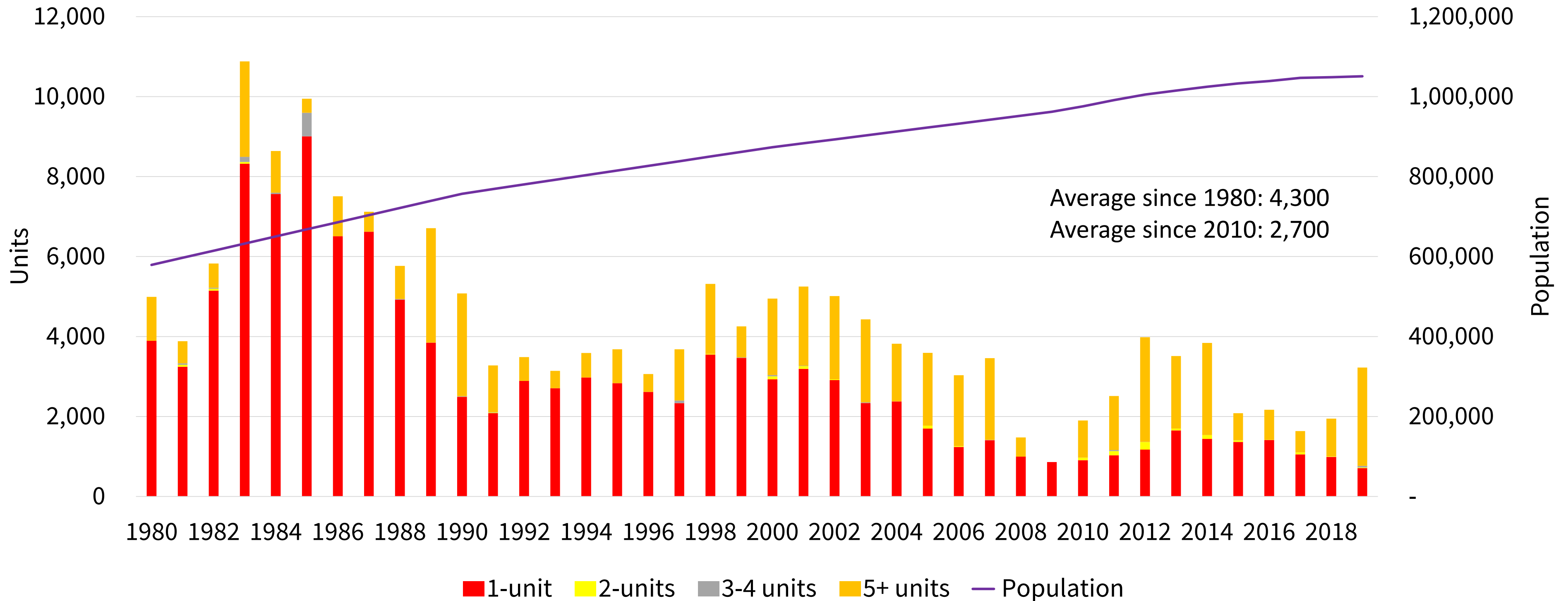
More people are working at home

Percentage of resident workers who work at home



Housing Growth Not Meeting Needs of Growing Population

Montgomery County Building Permits



Source: 1960-2010 US Census, 2016 American Community Survey, 1-year estimate, Census Bureau Building Permits

County is mostly built out

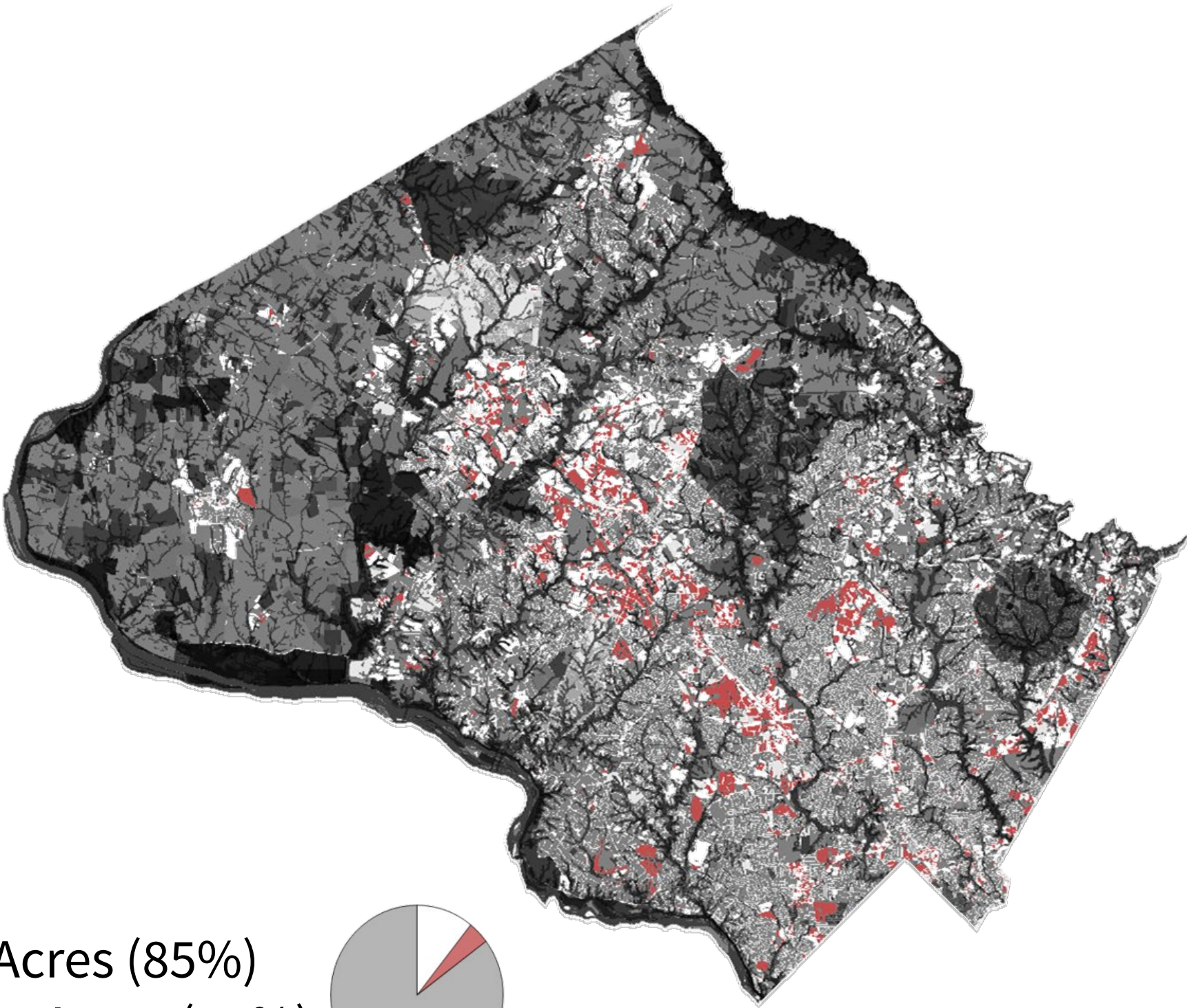
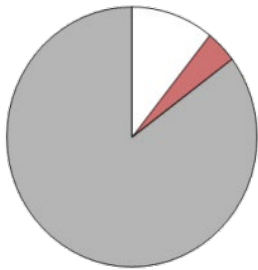
Environmental constraints

Hydrological
Streams
Wetland Buffers
Erodible soils
Parks & Biodiversity areas
Agricultural Reserves
Special Protection Areas
Forest Conservation Easements

Qualifiers

- Multiple owners
- Improvement Value >2 Land Value
- Office Buildings less than 50 years old
- Retail Buildings less than 15 years old

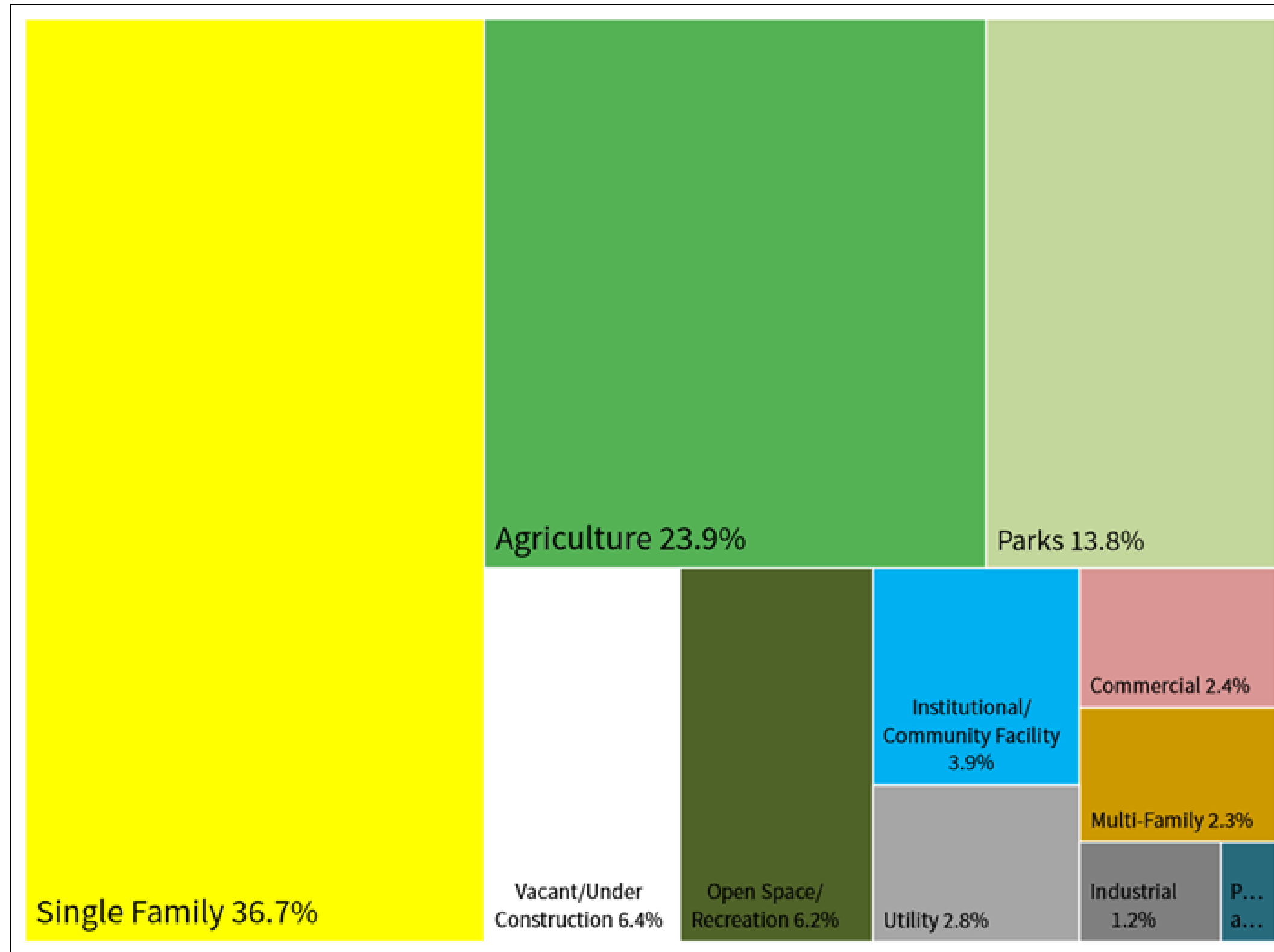
Constrained area = 276,515 Acres (85%)
Unconstrained area = 47,804 Acres (15%)



Man-made constraints

Utility Sites
WSSC
Transmission Lines
Transportation Infrastructure
Metro
Rail
State Roads
Federal Highways
Government Ownership
Rustic Roads & Public
Education
Historic Preservation
TDR Exhausted
Rockville Quarry
Regulated Affordable Housing,
Private Institutional
HOA Common Ownership
Single Family Dwellings

Current Land Use





Key Themes

- Urbanism – corridors are the future
- 15-minute living
- Active lifestyles = health
- Social – connections of people and places
- Housing is a right and a value
- Major roads transformed into boulevards
- Stop planning for cars
- De-pave the county
- Varieties of commercial uses
- Regional solutions to problems
- Diversity is our strength
- Embrace importance of place

Framework and Vision

In 2050, Montgomery County is a web of **complete communities** connected by **vibrant corridors**.

- **Complete communities:** Individual and unique neighborhood activity centers with a variety of housing types and price points located close to workplaces, needed goods and services, public amenities and open spaces.
- **Vibrant corridors:** comfortable, safe corridors of multimodal transportation and services; and corridors of connecting green parks, stream valleys and trails.





46 Goals

Long-range & broad **impact**
we want to accomplish



150+ Policies

Guidance for future planning
& development



210+ Actions

Specific, tangible
implementation activity

How Thrive Montgomery 2050 Goals, Policies & Actions developed

Engagement

- Community members & stakeholder organizations between June 2019 & spring 2020
- Montgomery County & State of Maryland partner agencies
 - *Technical Advisory Group*
 - *One-on-one meetings*

Analysis

- Data & background research
- Collaborative Montgomery Planning & Parks staff working groups
- Technical studies:
 - *Housing Needs Assessment*
 - *Transportation scenarios analysis*
 - *Residential Capacity Analysis*
 - *Trends Report & other studies*



THRIVE
MONTGOMERY 2050
Let's Plan Our Future. Together.

Montgomery Planning

Thrive Montgomery 2050

Spring 2020 Distance Engagement Performance



Ask Me Anything Virtual Town Halls



Real-time chat function with questions and answers. Phone line call in accessibility. Español live translation for first three events with English translation for last event with Vice Chair Fani-Gonzalez.

Spring 2020 Digital Advertising Performance

(as of 6.8.20)

- **10,917 Total Clicks**
- **748,803 Total impressions**

Impressions are the number of times your content is displayed, no matter if it was clicked or not.

Virtual Community Chats



The community is invited to learn more about policy recommendations through a virtual deeper dive on Thrive Montgomery 2050 topics hosted by the working groups.



Housing Day – June 24



- Social Media Campaign focused on housing issues and ideas.
- Twitter Town Hall with Lisa Govoni takeover of @montgomeryplans.
- Pints with a Planner with Casey Anderson and Lisa Govoni on Housing Attainability.



The
HOMEOWNERSHIP
RATE HAS
FALLEN

The homeownership rate has fallen across incomes since 2010. While the net number of homeowners with higher incomes still grew, there was a net loss in lower-income homeowners between 2010 and 2018.



Coming soon: Implementation Chapter



- Discuss tools for implementing General Plan
 - Additional land use, facility, infrastructure plans & studies
 - Capital improvements process
 - Zoning & other regulatory tools
- Set priorities for the short, medium, and long-term
- Identify coordinating agency roles and responsibilities
- Approach to developing metrics

Created by Scott Lewis
from Noun Project

Given the scale & duration of the General Plan, Implementation Chapter will not include a cost/benefit or fiscal impact analysis

Next Steps



Public Comments

A Plan to Thrive (start of the facilitated discussion)

Compact form of development/urbanism

Policy 1.1.1: Allow and encourage a variety of uses within communities, with sufficient density to make these uses viable, so that people can experience 15-minute living. Every resident should have the opportunity to live, work, play, exercise, shop, learn and make use of public amenities and services within a 15-minute walk or bike ride.

Policy 4.7.3: Plan and implement a grid of streets and alleys to reduce roadway speeds, provide frequent safe crossings and eliminate driveways along rail and BRT corridors.

Action 6.1.1.a: Develop compact development strategies suitable for different parts of the county to reduce building footprints as much as possible and create walkable, bikeable neighborhoods. Use smart growth principles and best practices to increase the supply of open spaces for active recreation.

Pike & Rose before redevelopment



Pike & Rose after redevelopment



Size: 8.78 Acres

77% Runoff Reduction

Runoff Rates:

Pre-construction runoff: 78,722.36 cu/ft

Treatment Provided: 60,555.66 cu/ft

Post-construction runoff :18,166.70 cu/ft

Storm Water Management Treatments:

- Green roof
- Bioretention
- Silva cells

Corridors are the place for new growth

Action 5.2.1.a: Provide appropriate financial incentives, such as tax abatements, Payment in Lieu of Taxes (PILOTs) and Tax Increment Financing (TIFs)³² to increase housing production in targeted locations near high-capacity transit.

Goal 7.2: Transform land uses surrounding rail and BRT corridors to accommodate future population growth and varied lifestyle preferences in attractive, walkable and mixed-use communities

Rockville Pike in Montgomery County



14th St. in DC



We must stop planning for cars

Policy 4.1.1: Change the primary function of streets from moving automobiles to moving people and creating great places that are accessible and safe for all roadway users, environmentally sustainable and economically competitive. All rules and regulations regarding how we approve growth should support this approach.

Action 4.2.2.a: Limit the number of through-lanes in downtowns and town centers to a maximum of four general purpose lanes and repurpose space for transit lanes, wider sidewalks, bikeways, trees and stormwater management.

Action 4.3.1.b: Eliminate parking requirements for new development projects in downtowns, town centers and rail and BRT corridors to encourage travel by walking, bicycling and transit.



Eradicate GHG emissions

Policy 4.5.1: Incentivize the use of modes other than single-occupant vehicles by providing high-quality transit, walking and bicycling networks

Policy 4.5.2: Use pricing mechanisms to deter the use of single-occupant vehicles and encourage more walking, bicycling and transit use.

Policy 6.2.1: Use compact, dense, urban development to help reduce, mitigate and adapt to climate change. Use building and site design and other development features to address the effects of extreme temperatures, increased and more frequent flooding and extreme weather events.



Attainable housing for all income levels

Policy 5.1.5: Reduce development costs by pursuing and encouraging new and innovative housing construction types to help reduce construction costs, including modular prefabricated housing, and mass timber.

Policy 5.1.6: Support the production of innovative and creative housing options including single-room occupancy units (SROs), duplexes, triplexes, quadruplexes, multiplexes, shared housing, co-housing, accessory dwelling units (ADUs), and cooperative housing to help meet housing needs and diversify housing options.



Evolution of SF-neighborhoods near transit

Action 1.1.3.a: Further the [Missing Middle Housing Study](#) by identifying options and implementation strategies to increase the variety and density of housing types in areas zoned for single-family detached and semi-detached housing, particularly in areas located within a 15-minute walk or bike ride of rail and Bus Rapid Transit (BRT). Metrorail, Purple Line, MARC.

Action 5.1.1.a: Expand housing options in detached residential areas near high-capacity transit by modifying the zoning code to allow duplexes, triplexes, and quadruplexes, residential types by-right and with smaller lot areas.



A Diverse County

Policy 2.2.1: Build relationships and foster trust with community leaders, recognizing their knowledge of community dynamics. Develop protocols in consultation with community leaders for regularly engaging community members, even when master plans or projects are not underway in their neighborhoods. Help to build civic capacity to ensure true neighborhood representation.

Action 2.2.1.a: Launch an educational program, such as the Citizen's Planning Institute, that includes basic courses for residents and all stakeholders to increase understanding, accessibility and participation in planning, regulatory and zoning processes.

Action 2.3.1.b: Evaluate the equitable distribution of public services and new development across the county and make recommendations for retrofitting or investing in underserved communities. Emphasize decentralized, neighborhood-based facilities for services.

Policy 3.3.2: Reinforce county policies and investments that improve long-term and equitable employment outcomes in coordination with public schools, workforce development, Montgomery College and other agencies.



Champion the importance of place

Policy 6.1.2: Plan in three dimensions. Creatively integrate and use different building levels, from below ground to rooftops, to provide sustainability benefits in densely developed areas within the limited space available. Examples include use of underground spaces for stormwater, utilities, and tree beds; use of terraces, building step-backs, and rooftops for gathering spaces and vegetation; and use of building faces and rooftops for solar energy generation.

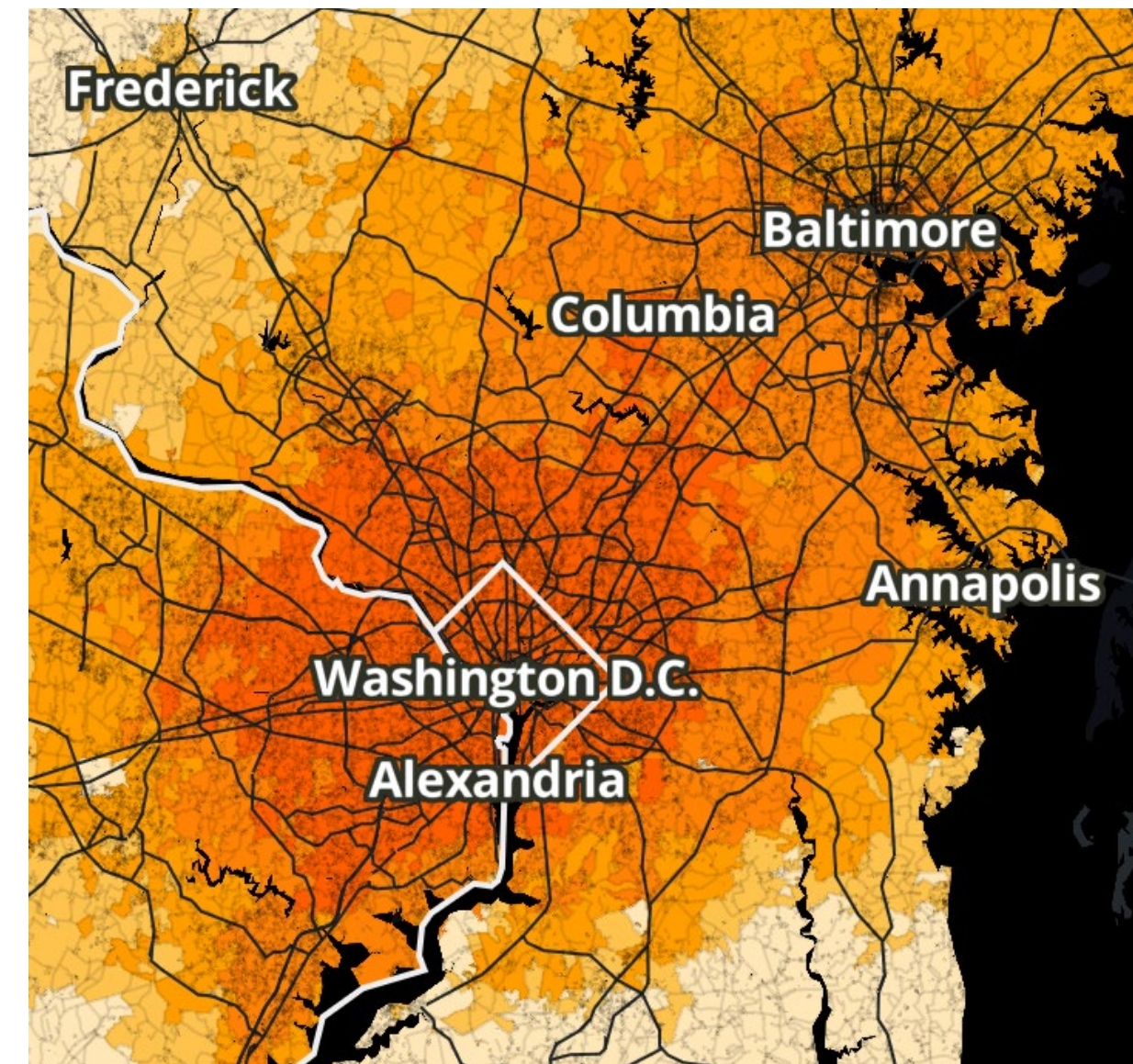
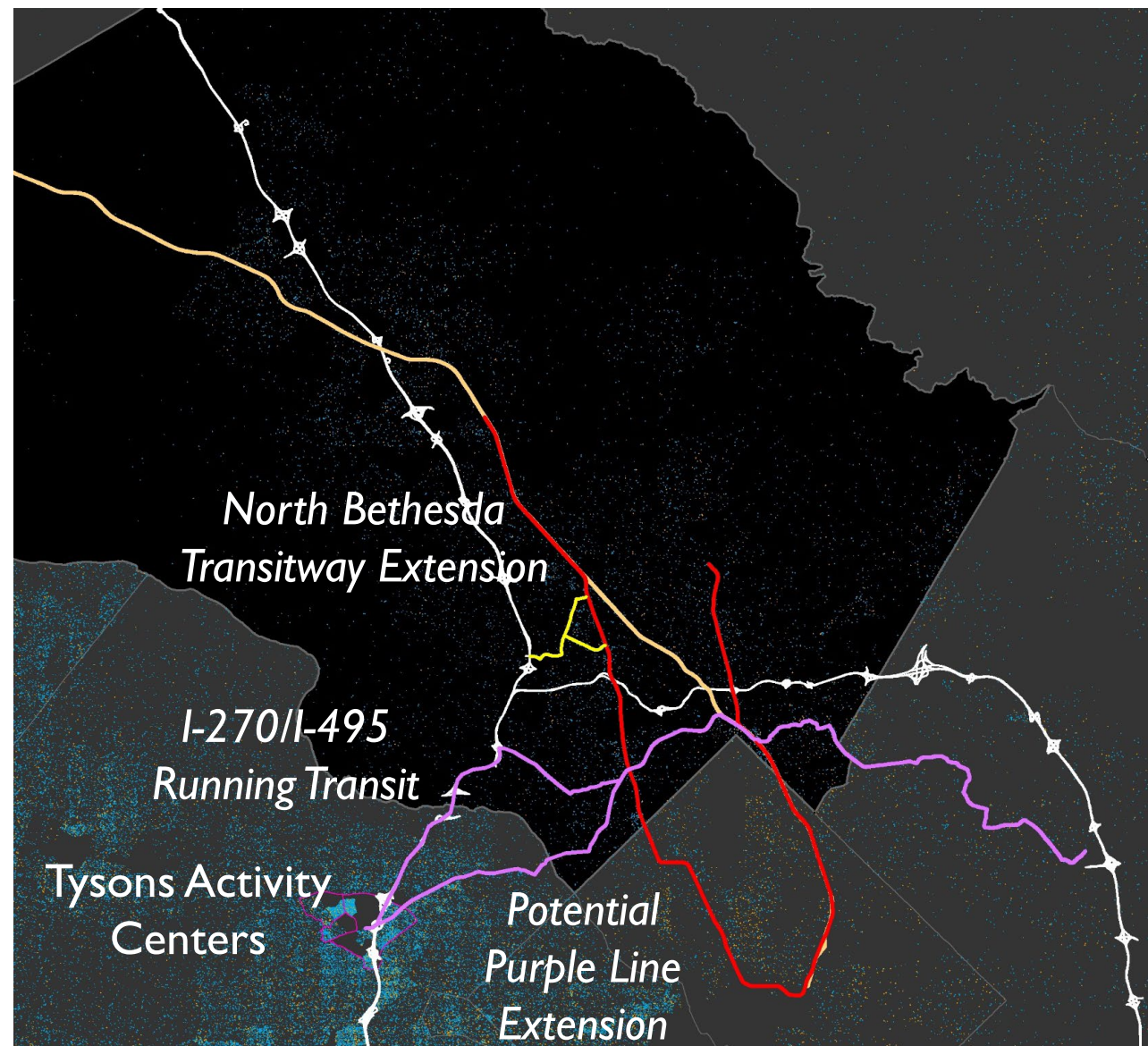
Policy 8.2.1: Ensure high-quality design for all public and private architecture, infrastructure and open space projects through the use of design guidelines, design advisory panels, design competitions and other tools. Make design excellence a priority, even when cost saving measures are considered.



Regional Solutions and Strategies

Action 3.7.1.c: Add rail and/or BRT connections to key regional business hubs outside of Montgomery County including Tysons and Arlington in Virginia, and Frederick, Columbia and Downtown Baltimore in Maryland.

Action 4.8.1.b: Assemble a regional coalition of jurisdictions and other stakeholders to guide transportation technological change related to connected and autonomous vehicles in a way that preserves our values and that addresses the needs of disadvantaged populations.



Questions?

Montgomery County Planning Department's ***Thrive Montgomery 2050*** Plan is a bold and ambitious plan for how the County plans for Montgomery County to grow over the next 30 years.

The Town of Kensington applauds the County for many of the Goals, Policies, and Actions of the THRIVE plan and the vision for the County's growth over the next three decades. However, that is not to say the Town fully supports the Plan as presented today. In review of the THRIVE Montgomery Presentation PowerPoint, the Town identified several areas for improvement or updates that would help make this Presentation more informative and beneficial to audiences in addition to several areas of concern that need additional information before the Town of Kensington can know if it would be supportive of the Plan.

Areas of Concern:

COMPACT FORM OF DEVELOPMENT/ URBANISM

- Kensington is a bedroom community for DC. Most people do not work within 15 minutes of their home, even without traffic. How does the THRIVE plan meet the needs of our residents? (Reference to Policy 1.1.1; Page 20)
- Furthermore, how does the THRIVE plan apply to small incorporated towns, with limited open space, and few public transportation options besides buses and an infrequent commuter train?
- How will the County achieve a vision of creating a grid of streets and alleys to reduce speed, provide frequent safe crossings and eliminate driveways along rail and BRT corridors for roads controlled by either the State or local municipalities? (Policy 4.7.3; Page 20)
- What smart growth principles and best practices does the County envision will allow it to implement Action 6.1.1.a to develop compact development strategies to reduce building footprints in order to create walkable, bikeable neighborhoods? Do these development strategies and smart growth principles exist today or are they being created? How will these strategies be implemented and how will they operate alongside existing Master Plans or Sector Plans? What happens if these strategies or principles comes in conflict with previously approved Master/Sector Plans?

CORRIDORS ARE THE PLACE FOR NEW GROWTH

- What is the County's definition of "high-capacity transit"? (Action 5.2.1.a; Page 21)
- Are communities with MARC stations included in the vision for transforming land uses surrounding rail? (Goal 7.2; Page 21)

WE MUST STOP PLANNING FOR CARS

- Kensington has several senior focused housing (65+ and/or assisted living). How will THRIVE make Kensington accessible to our older, less mobile residents?
- Kensington currently has several failing intersections along Connecticut Avenue, a six lane major through-lanes within our town center. How does this Plan improve communities without exacerbating already failing intersections and traffic levels? (Action 4.2.2.a; Page 22)
- Does eliminating parking requirements in town centers limit the 'reach' of any commercial businesses in those town centers by not providing parking and infrastructure

to accommodate visitors from areas not easily accessible via transit? (Action 4.3.1.b; Page 22)

ERADICATE GHG EMISSIONS

- What is the County's definition of "high-quality transit, walking and bicycle networks"? (Policy 4.5.1; Page 23)

ATTAINABLE HOUSING FOR ALL INCOME LEVELS

- How will future housing policies supporting new, innovative housing types interact with Historic Districts and the Historic Preservation Commission (HPC) process? Will new housing types be permitted to be constructed within or adjacent to County Historic Districts? (Policy 5.1.6; Page 24)(Action 1.1.3.a; Page 25)
- Will modifying zoning to permit new, innovative housing types diminish Historic Districts in any way? (Action 5.1.1.a; Page 25)
- Will modifying zoning to permit smaller lot areas or ADU densities in R-60 communities risk overwhelming current infrastructure or neighborhood esthetics by adding density that municipal roads and neighborhoods were not designed to accommodate? (Action 5.1.1.a; Page 25)

A DIVERSE COMMUNITY

- The slide notes, "Develop protocols in consultation with community leaders for regularly engaging community members, even when master plans or projects are not underway in their neighborhoods." (Policy 2.2.1; Page 26)
 - What is the suggested protocol for incorporated towns?
 - How has this Plan been developed to date with consultation with community leaders to shape the Goals, Policies, and Actions?
- At this point in the presentation, it appears to this reader that the audience is not a small incorporated town like Kensington and geared more towards Rockville and other unincorporated areas. Montgomery County has 19 incorporated Municipalities of which 2 are larger cities (Rockville and Gaithersburg) and other large population, unincorporated areas -- how does this Plan address municipalities concerns?

CHAMPION THE IMPORTANCE OF PLACE

- Is LEED certification being considered within the THRIVE program? Should the County consider requiring a minimum LEED standard on all new construction?
- How does the County encourage or require developers to include higher cost environmentally focused elements such as solar power generation in lieu of easier, less expensive green strategies? Without an incentive or requirement to include or design these elements won't developers choose the path of lowest cost toward achieving any goal or policy? (Policy 6.2.1; Page 27)
- Should the County consider requirements for solar power generation for buildings over a specific FAR, density, etc?

REGIONAL SOLUTIONS AND STRATEGIES

- Kensington is a MARC community. For decades regional leaders have discussed connecting MARC and VRE in a way that permits through trains at Union Station to Northern Virginia. Interconnecting MARC from Maryland to VRE in Virginia would create

a high-capacity transit network between Montgomery County and important employment corridors in northern Virginia to include the Pentagon and Crystal City/National Landing.

- Kensington is a MARC community. Expanding MARC service from one-way, commuter system to a two-way, transit system would expand the reach and vitality of MARC.
- MARC stations need additional bike lockers, bike rail cars, and other infrastructure to make multimodal transit easy and practical.

NEXT STEPS

- How will the County engage with communities, municipal leaders, and other stakeholders during the Working Draft Plan to achieve the goals of Policy 2.2.1 (Page 26)

Areas for Improvement in the THRIVE Montgomery 2050 PowerPoint Presentation:

- First and foremost, nowhere in the PowerPoint presentation is a copy or **link to the full THRIVE Montgomery 2050 Plan** made available. Any reader presented with this PowerPoint should also be provided the location to download or read the full THRIVE Montgomery 2050 Plan
- **Slide 3** identifies *Climate Change: Infrastructure Cost-Energy* as a shifting reality/context for consideration and yet the Presentation never identifies/discusses LEED or other requirements toward construction
- **Slide 5** depicts a chart of Percent of Population by Age Group over time. This chart does not show actual population data values along side the percent values which is not helpful as the percent value alone is devoid of the impact of the increasing county population over time. This chart should be reworked to show the percent of population and the actual population sizes to help show the impact of the percentage in relational to the changing county population
- **Slide 6** depicts a chart of the percentage of residents working from home. This chart is overly simple and devoid of additional information to help the reader understand the impact of the change. This chart should also include the actual population data for both 1990 and 2016 to show the real impact of this change. Additionally, this chart does not discuss the impact of the percent change from 1990 to 2016. Montgomery County's change from 3.8% (1990) to 6.2% (2016) is a 63.2% change from 1990 to 2016 whereas the lowest percent change in the other jurisdictions depicted is 100% (Howard County) to the highest 150% (DC). The actual population differences among all these localities is vast with Arlington County at approximately 236,000 and Montgomery County over 1,050,000.
- **Slide 7** depicts a chart of the number of specific unit sizes of housing against the increasing population from 1980 to 2019. It is unclear to the Town of Kensington as to whether this is new construction units only.
 - *Does this account for single family detached houses that are enlarged through renovation/additions? How does the County account for 2-bedroom or 3-bedroom homes that are enlarged to 4+ bedrooms?*
 - *Does this chart include the impact of Accessory Dwelling Units (ADUs) and the projections of new ADUs as a result of the County Council passing Zoning Text Amendment (ZTA) 2019-01?*

- **Slide 8** depicts a map of the County showing 'constrained' and 'unconstrained' areas as well as a pie chart. There is no explanation for how the map and the pie chart and the table of constrained vs unconstrained acres relate to one another. Additionally, the pie chart depicts three colors none of which are identified as to what they represent. This combination of map, pie chart, and table are overly confusing as the reader is left wondering how the different pieces of information interrelate.
- **Slide 9** depicts an infographic of land use by percentage. This infographic would be more helpful if it also reported the percentage as acres so that the reader can understand the relationship of acres on Slide 9 to the use of acres on Slide 8. Additionally, there is one box (lower right corner) that is unreadable. There should be a callout to identify what this land use is and its percentage and acres.

Charter provisions relevant to elections

Sec. 409. Code amendment provision. (15-day notice requirement is hard-wired into our charter, but allows unanimous vote to override.)

Sec. 411. Referendum. Do we want to clarify that voting pertaining to referendums and special election can also be done via the amended procedures (e.g., mail-in)?

Section 701. Qualifications of Voters. Voters must be (a) US citizens, (b) at least 18, and (c) resident for at least 30 days. There have been proposals to expand this to non-citizen residents and to 16- and 17-year-olds. Do we also want to consider clarifying resident vs. property owner?

Section 702. Board of Supervisors of Elections. Do we want to consider an option of adding a 4th? If other changes are approved that will result in longer processing times, as was the case in 2020?

Section 703. Removal. [No proposed changes.]

Section 704. Duties. [No proposed changes.]

Section 705. Notice of Elections. Requires notice in a newspaper of general circulation. Do we want to change this to add alternative of town newsletter?

Section 706. Appeal of the Actions of the Board of Supervisors of Elections. [No proposed changes.]

Section 707. Registration. The current language does not allow for the striking that was done for the 30 people under the age of 18, as was the case in the 2020 election. May consider amending it to allow more flexibility for reasons of striking the list.

Section 708. Nominations. [No proposed changes.]

Section 709. Election of the Mayor and the Council Members On the first Monday in June in every even numbered year, the voters of the Town shall elect the Mayor and two (2) persons as Council Members. On the first Monday in June in every odd numbered year, the registered voters of the Town shall elect two (2) persons as Council Members. The Mayor and the Council Members shall serve for terms of two (2) years. Do we want to add a provision permitting us to extend the election? Also, do we want to add a provision that if it is uncontested, the voting process will not be conducted and the nominees be considered elected by default (or something to this effect)?

Section 710. Conduct of Elections It is the duty of the Board of Supervisors of Elections to provide for each special and general election a suitable place or places for voting and suitable ballot boxes and ballots and/or voting machines. The ballots and/or voting machines shall show

the name of each candidate nominated for elective office in accordance with the provisions of this Charter, arranged in alphabetical order by office with no party designation of any kind. The Board of Supervisors of Elections shall keep the polls open from 6:00 p.m. to 9:00 p.m. on election days or for longer hours if the Council requires it. The Board of Supervisors of Elections shall provide for absentee ballots. This required us to (1) provide a suitable place or places for voting, and suitable ballot boxes and ballots and/or voting machines, and (2) have polls open from 6pm-9pm or longer. This was one of the bases our attorney cited in advising us that we could not conduct a mail-only election. How might we amend this to be less prescriptive/give more flexibility? Can we say that mail-in option should be considered a valid option for conducting the election? For example, we might suggest clarifying language that qualifies mail-in election as a suitable substitute for a physical place of voting. Or, that if an in-person option is included, that it require the polls to be open from at least 6-9pm. Alternatively, if a mail-in option is pursued, then cut off dates for qualified votes and counting the votes could be indicated in the charter (or decided upon by the Board of Election Supervisors). Regardless, I see this as the key Section to be amended.

Section 711. Special Elections. [No proposed changes.]

Section 712. Vote Count. Within twenty-four (24) hours after the closing of the polls, the Board of Supervisors of Elections shall determine the vote cast for each candidate or question and shall certify the results of the election to the Mayor of the Town who shall order the results recorded in the minutes of the Council. The candidate for Mayor with the highest number of votes in the general election shall be declared elected as Mayor. The two (2) candidates for Council Members with the highest number of votes in the municipal election shall be declared elected as Council Members. Mail-in voting typically allows some days after polls close to receive ballots, which was not possible where tabulating votes must occur within 24 hours. Do we want to consider

Section 713. Preservation of Ballots All ballots used in any Town election shall be preserved for at least six (6) months from the date of the election. [No proposed changes.]

Section 714. Vacancies In the case of a vacancy for any reason in the position of Council Member which occurs ninety (90) days or more prior to the expiration of the term, a special election shall be called within sixty (60) days to fill such vacancy for the unexpired term. In the case of any such vacancy, which occurs less than ninety (90) days prior to the expiration of the term, the vacancy for the unexpired term shall be filled at the next general election, provided that such term shall not expire on the second Monday after such election. In the event that the next general election is in an odd numbered year, the term of the Mayor elected at such time shall be one year.

In the case of a vacancy in the office of Mayor for any reason, which occurs ninety (90) days or more prior to the expiration of the term, a special election shall be called within sixty (60) days to fill such vacancy for the unexpired term. In the case of any such vacancy which occurs less than ninety (90) days prior to the expiration of the term, the vacancy for the

unexpired term shall be filled at the next general election, provided that such term shall not expire on the second Monday after such election. [No proposed changes.]

Section 715. Regulation and Control by Council The Council shall have the power to provide by ordinance in every respect not covered by the provisions of this Charter for the conduct of registration, nomination, and Town elections and for the prevention of fraud in connection therewith, and for a recount of ballots in case of doubt or fraud. [This is a potential area to amend to allow the Council to override, perhaps by unanimous vote, any charter provision when an emergency warrants.]

Section 716. Penalties. [No proposed changes.]

Section 717. Recall of Elected Officials. [No proposed changes.]

Sec. 1307. Charter amendment provisions.. (15-day notice requirement was hard-wired into our charter, so even where the Governor waived the application of notice provisions under state law, ours remained effective. One proposed change is to remove this, and be guided by whatever state law requires.)

Overall consideration. As we consider each proposed amendment to the Charter, we should evaluate whether it should be undertaken by the Council directly, or following an informal (non-binding) referendum. Along these lines, we should also consider how we give the Board of Elections Supervisors more flexibility operationally, vs. what needs to be codified.

Code provisions relevant to elections

Section 1-105. Adding New Subject Matter to the Code [To keep in mind if/when making changes to the code]

Section 1-106. Amending and Repealing Sections of this Code [To keep in mind if/when making changes to the code]

Section 1-107. Repeal of Prior Ordinances [To keep in mind if/when making changes to the code]

Section 1-108. Adoption [To keep in mind if/when making changes to the code]

Section 2-201. General Voter Registration

(b) Pursuant to Section 701 of the Town Charter, qualified citizens who are at least

17 years old and will be 18 years old or older...[Do we want to allow 16 and 17 year-olds to vote? Non-citizen residents?]

(c) ...any Town resident registered with the Montgomery County Board of Supervisors of Elections shall be deemed registered for Town elections, provided that the application for such registration is received by the Montgomery County Board of Supervisors of Elections no later than 9:00 p.m. on the fifth Monday prior to an election. [Should we consider changing or providing more flexibility on the registration deadline?]

(f): The Board of Supervisors of Elections shall review the books of registration prior to the second Monday in May preceding the next Town election for removal of any person who has died, who has moved out of Town, who has not voted in at least one Town election within the five preceding calendar years, or who is otherwise legally disqualified. The Board of Supervisors of Elections shall report, in writing to the Town Council the names of all persons whose registrations are withdrawn and the reasons therefor. All questions arising in connection with the registration or withdrawal of registration of any person shall be determined and decided as provided in Section 707 of the Town Charter [Do we want to clarify resident vs. homeowner? If so, we could give more detail or flexibility here]

(h) Even though a person may be on the registration rolls of the Town such person may not vote unless he or she is a qualified voter. The Board of Supervisors of Elections may require any person who comes to the polls to vote at any election to furnish proof that such a person is a resident of the Town under the provisions of Section 701 of the Town Charter.¹ [May want to consider better defining “qualified voter” and how the Board proves who is qualified if we have a mail-in election]

Section 2-202 Distribution of Absentee Ballots [This is a key section and I’ve kept it here in its entirety. We might consider changing parts to be less prescriptive here for the Board to have more flexibility, or this is where we could amend the charter to hard-wire a mail in ballot option for all elections moving forward.]

(a) Any qualified and registered voter may apply in writing or in person to the Clerk- Treasurer or Board of Supervisors of Elections for an absentee ballot if he or she can not be present at any upcoming Town election.

(b) If an applicant appears to be eligible to vote as an absentee voter, the Clerk-Treasurer shall, as soon as practicable, deliver to him or her at the place so designated by the applicant, an absentee ballot and envelopes therefor, as hereinafter described in Subsection (f) below. If it appears that the applicant is not eligible to vote as an absentee voter, the Clerk-Treasurer shall, as soon as practicable, so notify the applicant.

(c) The Clerk-Treasurer shall deliver with each ballot and envelope instructions clearly explaining the manner in which the recipient may vote as an absentee voter under the provisions of this Article.

(d) The Clerk-Treasurer shall keep a record of applications for absentee ballots as they are received, showing the date received, the names and residences of the applicants, and places where such ballots were delivered, and, if any such applicants were rejected, the reasons for such rejections. Such applications and records shall be available for public examination for a period of six months after the election. The individual record of each voter to whom an absentee ballot was delivered shall be marked to indicate the fact that an absentee ballot was delivered to the applicant and the date of such delivery. Only those voters to whom absentee ballots have been delivered shall be permitted to use such ballots. No voter to whom an absentee ballot has been delivered shall be allowed to vote in person at the polls at the election, except as provided in Section 2-203 (c) of this Article.

(e) No more than one absentee ballot shall be delivered to any one applicant unless the Clerk-Treasurer has reasonable grounds to believe that the absentee ballot previously delivered has been lost, destroyed or spoiled.

(f) The form of ballots and envelopes for absentee voters shall be as follows:

(1) The ballots shall contain the words “absentee ballot” in large letters in a clear space at the top of each ballot and the signature of the Clerk-Treasurer.

(2) The following shall be delivered to the absentee voter:

- (i) An envelope marked “Ballot Envelope” of sufficient size to contain the absentee ballot
- (ii) (Another envelope, hereinafter referred to as the “Outer Envelope”, of sufficient size to contain the Ballot Envelope; and
- (iii) Oath of absentee voter as follows:

“I, _____, do hereby swear (or affirm) under penalty of perjury that I am legally qualified to vote in the Town of Kensington’s election to be held on _____; that I will be unable to vote in person on the day of such election because _____ as stated in my application for the enclosed ballot; that the enclosed ballot was marked secretly, folded and enclosed and sealed in the enclosed Ballot Envelope and in this envelope; and that I am now disqualified from voting in person in the Town election.”

(Signature of absentee voter)

Section 2-203. Procedures of Absentee Voting [This is a key section and I’ve kept it here in its entirety. We might consider changing parts to be less prescriptive here for the Board to have more flexibility, or this is where we could amend the charter to hard-wire a mail in ballot option for all elections moving forward.]

(a) The procedure for absentee voting is as follows: The absentee voter shall

mark the absentee ballot, insert it in the Ballot Envelope and then seal this envelope. The voter shall then insert this envelope, together with a completed and signed oath into the outer envelope, and then seal this envelope. The voter shall then deliver the foregoing to the Clerk-Treasurer or the Board of Supervisors of Elections on or before the close of the polls on Election Day.

(b) No absentee ballots actually received by the Clerk-Treasurer or the Board of Supervisors of Elections after the close of the polls shall be valid.

(c) Any person to whom an absentee ballot has been delivered who has not returned said ballot as provided in Subsection (a) above and who finds that he or she is able to vote in person at the polls on Election Day, may vote in such election if he or she delivers their unmarked absentee ballot, together with both the Ballot Envelope and the Outer Envelope, to the Board of Supervisors of Elections prior to the close of the polls. The Board of Supervisors of Elections shall clearly mark each of such materials "void" and shall enter in the appropriate register the fact that such materials have been returned but not used.

Section 2-204. Canvassing of Absentee Ballots [This is a key section and I've kept it here in its entirety. We might consider changing parts to be less prescriptive here for the Board to have more flexibility, or this is where we could amend the charter to hard-wire a mail in ballot option for all elections moving forward.]

The procedure for the canvassing of ballots shall be as follows:

(a) The Clerk-Treasurer shall deliver all sealed Outer Envelopes received to the

Board of Supervisors of Elections. No sealed Outer Envelopes shall be opened at any time prior to the canvassing of the absentee ballots. 13

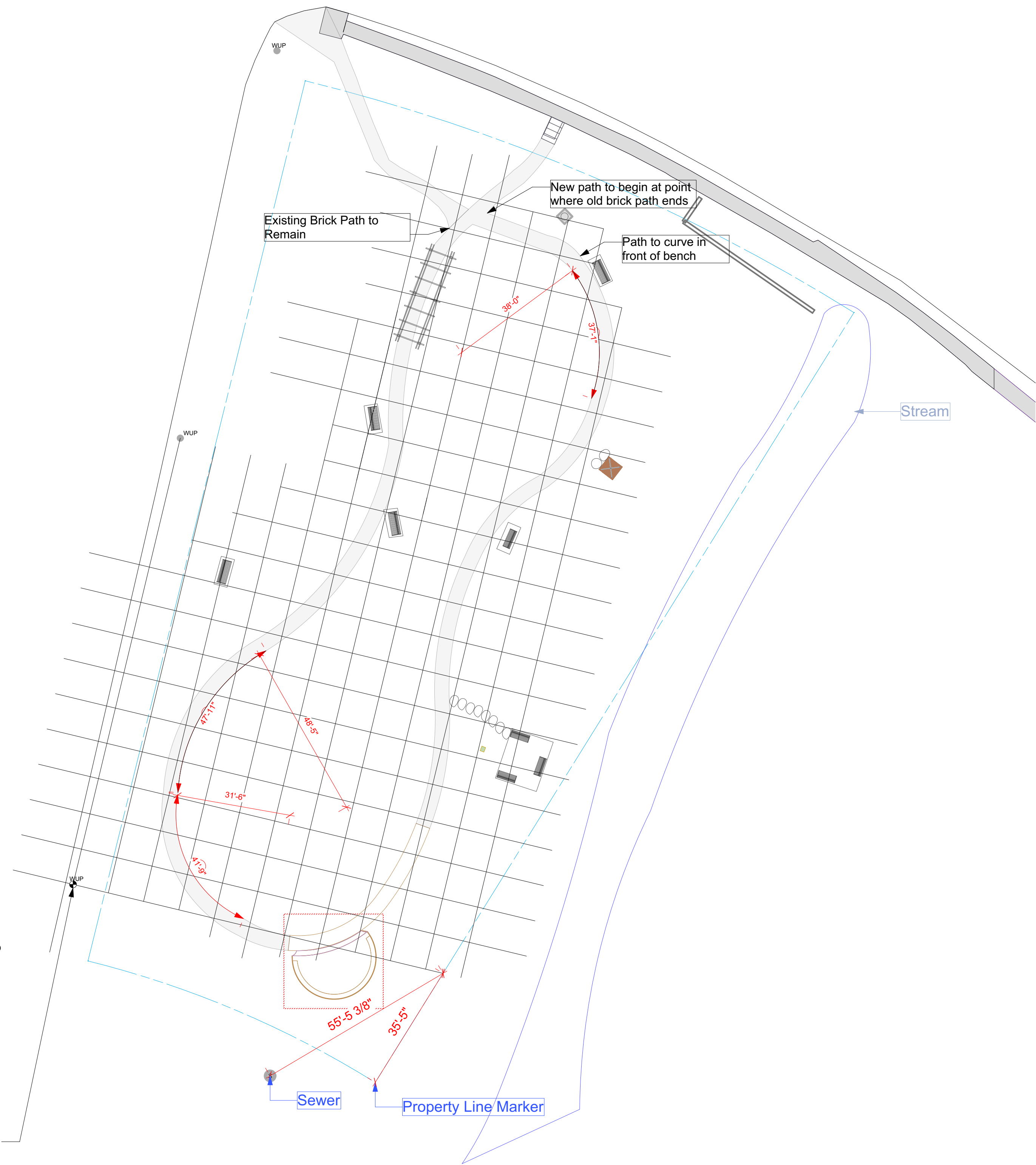
(b) When an Outer Envelope is opened, the Board of Supervisors of Elections shall conclusively determine whether or not the person who has submitted the absentee ballot is a qualified, registered voter in the Town to whom an absentee ballot was delivered under this Article, has properly completed the oath specified in Section 2-202 (f) (2) (iii) above, and has not voted in person at the election. The Board of Supervisors of Elections shall then enter in the appropriate register the fact that the voter whose name appears on the oath has voted by absentee ballot. They shall thereafter separately open the Ballot Envelopes in such a manner that they are unable to match the name of the absentee voters with the particular absentee ballots that have been submitted. The Board of Supervisors of Elections shall then proceed to count and certify the absentee ballots.

(c) The Ballot Envelopes found to be invalid by the Board of Supervisors of Elections shall not be opened. The Board of Supervisors of Elections shall keep a record of all absentee ballots which have been rejected and the reason for each such rejection. Such record, and envelopes and oaths described in Section 2-202 of this Article shall be available for public inspection at the Town office for a period of six months after the election.

(d) Whenever the Board of Supervisors of Elections shall determine from proof or investigation that any person who has marked and delivered to the Clerk-Treasurer or Board of Supervisors of Elections an absentee ballot has died before Election Day, said Board of Supervisors of Elections shall not count the ballot of the deceased voter. If at or prior to the time of such counting and canvassing the Board of Supervisors of Elections shall not have determined that the absentee resident who marked a ballot had died before Election Day, said ballot shall be counted. The fact that said absentee resident may later be shown to have been actually dead on Election Day shall not invalidate said ballot or said election.

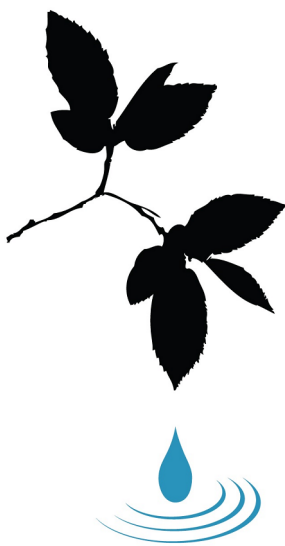
(e) For the purpose hereof the term "deliver" shall mean delivery by mail or by any other means.

The layout plan for the new Clum Kennedy Park path uses the grid method with the grid size set at 10'. The path through the park is a gently curving 4' wide path. It meanders past several of the existing benches. In areas where the seating is set back from the paved path, stepping stones are to be placed between the path and pad. Several radii of inside curves have been noted. They are provided as an aid to path layout, but may be adjusted as needed to ensure smooth curves. The path is to be marked before construction begins and approved by the designated representatives of the Town of Kensington. The finish of the path is to be non-slippery.

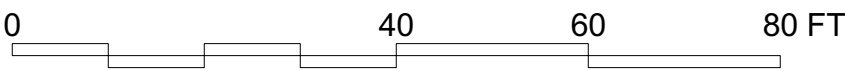


POB
A line from the southernmost utility pole to the next utility pole to the north is to be the first in a series of parallel lines set at 10' intervals in the direction of the stream to the east.

A perpendicular line is to be drawn from the southernmost utility pole to a point that is 35'5" to the northeast of the southeast property line marker and 55' 5" from the center of the sewer. Parallel lines set at 10' intervals in the direction of Frederick Avenue complete the grid to be used to lay out the new paved path as shown.



**Clum Kennedy Park
Layout Plan**
Rasma Plato
Bent Branch Landscape Design
August 29, 2020



TOWN OF KENSINGTON
Contractor Agreement

THIS CONTRACTOR AGREEMENT ("Agreement") is effective this _____ day of _____, 2020, by and between the TOWN OF KENSINGTON (hereinafter referred to as the "Town"), a municipal corporation of the State of Maryland, whose address is 3710 Mitchell Street, Kensington, MD 20895 and John Shorb Landscaping, Inc., (hereinafter referred to as "Contractor"), a Maryland corporation, whose address is 10518 Warfield Street, Kensington, MD 20895.

WHEREAS, the Town wishes to provide for the removal and disposal of an existing pergola, existing concrete, and existing mulch path; installation and construction of a replacement pergola, board walk and brick path, and provision and installation of two benches in Clumm Kennedy Park, located in the Town of Kensington ("Project"); and

WHEREAS, the Contractor wishes to provide said services; and

WHEREAS, a portion of the funding for the Project is provided by Program Open Space.

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

I. SCOPE OF WORK

The Scope of Work for the Project includes removal and disposal of an existing pergola, a 17 foot section of concrete at the entrance to the park, and a mulch path; installation and construction of a replacement pergola and two benches, and an elevated wood board walk approximately 24 feet in length, with Americans with Disabilities ("ADA") compliant access ramps; and construction of an ADA compliant brick path, to be underlaid with 4 inches of CR6 gravel and 1-2 inches of sand after excavation to 8 inches, in Clumm Kennedy Park, as more particularly set out in the attached proposal from Shorb Landscaping dated May 3, 2020, which is incorporated herein as Attachment 1, and attached Clumm Kennedy Park revision plan, which is incorporated herein as Attachment 2.

The Project specifications include a one-year warranty on all plant material included in the project as well as maintenance of the plantings from the date of acceptance through the warranty period. This warranty does NOT cover sod, seasonal flowers, transplanted material, nor plant material which has been damage beyond Contractor's control, such as drought, insects, disease, vandalism, extreme weather conditions (ice storms, wind storms, fire, etc.). This guarantee only applies to the plant material included in the Project for which the cost has been paid in full.

The Parties agree that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the construction of the Project is or may be impacted. In the event of

delays to the critical path of the construction schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the construction schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional sanitary conveniences and cleaning, as well as any expected delays in delivery of supplies or equipment, have been included in the Contract Price. To the fullest extent possible, the Town intends to resolve these issues in this Agreement, and not as change orders.

The Contractor will be responsible for all work listed above, and shown on Attachments 1 and 2, which constitute the Contract Documents, and all work that is incidental thereto. The Contractor will identify all utilities in the field to avoid damage.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents. The Contractor will assist the Town by providing any records required to comply with Program Open Space provisions.

The work required of the Contractor will be performed in coordination with the Town's Project Manager and/or his designee.

II. DATES OF WORK

Work under the Contract shall commence on or before ten (10) days from notice to proceed. All work shall be performed pursuant to a schedule approved by the parties and shall be completed on or before 30 days from notice to proceed and in any event on or before September 30, 2020. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

III. CONTRACT PRICE

The Town agrees to pay to the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, the sum of \$46,839.67. Said Contract Price shall include all incidental costs, including, but not limited to, travel, printing, copying, drawings, diagrams and photographs. Invoices for payment under this Contract may be submitted on a monthly basis and must be accompanied by a statement of work completed and percent completed by phase and/or any other documentation required by the Town.

Funding for this Project is provided in part by a reimbursement from Program Open Space. A deposit of 1/3 of the total Contract Price is required for Contractor to commence work.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract and they are fully a part of the Contract as if attached hereto:

Attachment 1 Bid Proposal Form
Attachment 2
Affidavits
Certificate(s) of Insurance and Endorsements
Construction Schedule

In the event any term of the foregoing documents conflicts with the terms of this Agreement, this Agreement shall prevail.

V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town.

VII. INSURANCE AND INDEMNIFICATION

The Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of the contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Town as an additional insured, with the exception of the workers compensation, and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:

Combined single limit liability insurance with a limit of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses with a minimum of 100% of construction costs, insuring against the perils of fire and lightning, and providing extended coverage for vandalism and malicious mischief, subject only to the minimum standard deductibles allowed by law. The Town will not be liable for any damages during construction.

ii. Automobile Liability Coverage: Automobile insurance with a combined

limit of \$1,000,000 for each occurrence/ aggregate.

iii. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of

\$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

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

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

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

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

The Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by negligent or intentional actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

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

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under the Contract except as otherwise provided in the Contract Documents. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this Agreement shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended. Further, the Contractor shall, in a manner acceptable to the Town, return to original condition any property disturbed or damaged during the work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to reject the bid and to terminate this Agreement.

XI. PERIODIC AND FINAL INSPECTION

The Town will make periodic inspections of the work through the Project Manager or other Town representative. A final inspection of the work shall be made by a representative of the Town and the Contractor at the end of the work and cure period to ensure that all requirements have been met.

XII. RETAINAGE

The Town will pay the Contract Price, less five percent (5%) retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The five percent (5%) retainage shall be paid to the Contractor within six (6) months following substantial completion and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the Contractor from any liability in excess of the retainage.

XIII. PERFORMANCE, LABOR and MATERIALS BOND

Not applicable.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this Agreement, to the satisfaction of the Town.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with Contract Documents shall constitute a breach of contract. In such event, the Town may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the Town may terminate any such contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

XVI. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVII. NOTICES

All notices to the parties may be delivered by electronic transmission, personal delivery, or by certified mail via the United States Postal Service to the following addresses:

For the Town:

Matthew Hoffman, Town Manager
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

For the Contractor:

John Shorb
John Shorb Landscaping, Inc.
10518 Warfield Street
Kensington, MD 20895.

XVIII. COSTS

In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the non-prevailing party as determined by a court with jurisdiction shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

XIX. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the

specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XX. GOVERNING LAW

This Agreement is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules. The Contractor, by executing this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XXI. SEVERABILITY

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

XXII. INTERPRETATION

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

XXIII. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages thereunder.

XXIV. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Agreement without the Town's express written consent, which may be withheld in the Town's sole discretion.

XXV. NON-DISCRIMINATION

The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

XXVI. ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire agreement between the Town and the Contractor. No modification or addition to this

Agreement shall have any effect unless made in writing and signed by both parties hereto.

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

ATTEST:

TOWN OF KENSINGTON

Susan Engels, Town Clerk-Treasurer

By: _____
Tracey C. Furman, Mayor

WITNESS:

JOHN SHORB LANDSCAPING, INC.:

By: _____

Printed Name: John W. Shorb

Title: President

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Suellen M. Ferguson, Town Attorney

Non-Collusion Affidavit

John W. Shorb, being duly sworn on oath, deposes and says:

That he/she is the


President

(Owner, Partner, Title if on behalf of a Corporation)

of John Shorb Landscaping, Inc.,
(Name of Business, Corporation or Partnership)

the party submitting the subject Proposal; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by a duly authorized Officer.

 (SEAL)

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the President (Title) and duly authorized representative of John Shorb Landscaping, Inc. (Name of Business Entity) whose address is 10518 Warfield St. Kensington MD and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the

best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

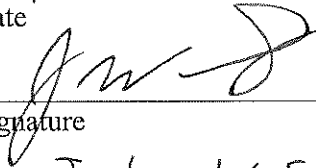
none

I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of Kensington, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of Kensington may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

8/21/2020
Date


Signature

John W. Shorb
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PSA Financial 11311 McCormick Road, Ste 500 Hunt Valley MD 21031-8622	CONTACT NAME: Jenny Wing PHONE (A/C, No, Ext): (410) 821-7766 FAX (A/C, No): (410) 828-0242 E-MAIL: jwing@psafinancial.com ADDRESS:
INSURED John Shorb Landscaping Inc.; Shorb Properties II LLC 10518 Warfield Street Kensington MD 20895	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance Compan INSURER B: Accident Fund General Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20-21 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2226776	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2226776	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			S2226776	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6191188-01	06/30/2020	06/30/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Kensington 3710 Mitchell Street Kensington MD 20895	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeffrey D. W. Arnold
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Resolution No. R-10-2020
Adopted:

SUBJECT: A Resolution of the Mayor and Town Council of Kensington authorizing the Town Manager to establish a 'No Parking' zone along the east side of Detrick Avenue, between 10411 Detrick Avenue and the egress/ingress apron at 3930 Knowles Avenue; and to change the existing "One (1) Hour Parking" restriction to "Two (2) Hour Parking, 7:30 am – 5:30 pm, M-F" along the east side of the 10400 block of Detrick Avenue.

Whereas, Chapter IV, "Traffic and Vehicles", Section 4-103, "Traffic and Parking Control Devices" of the Town Code states:

The Council may, by resolution, have erected "stop," "no parking," "speed limit," "one way," "yield," "no U-turn," "no-thru traffic," "no right turn," and "do not enter" signs and other traffic control and parking restriction devices to control, regulate, warn, or guide traffic or limit parking on streets, other public ways, or other areas in the Town of Kensington; and

Whereas, the Traffic Committee has recommended certain traffic control changes to the Mayor and Town Council, to include:

Establish a 'No Parking' zone along the east side of Detrick Avenue, between 10411 Detrick Avenue and the egress/ingress apron at 3930 Knowles Avenue; and to change the existing "One (1) Hour Parking" restriction to "Two (2) Hour Parking, 7:30 am – 5:30 pm, M-F" along the east side of the 10400 block of Detrick Avenue.

Now, Therefore, Be It Resolved that the Town Manager is hereby authorized to implement the aforementioned traffic controls.

Adopted by the Town Council this 14th day of September, 2020.

Effective this 14th day of September, 2020.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor