

**Mayor Tracey Furman**

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



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

Released: May 6, 2022

**Monday, May 9, 2022  
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held in person at the Kensington Town Hall and through the Zoom Video Conferencing application.

The Council Meeting will begin at 7:00 pm. For those wishing to access meeting through Zoom, please use the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/87419102614?pwd=QXlpOHF5RndZTkR4K016bnQ5L3c5Zz09>

**Meeting ID: 874 1910 2614**

**Password: 641695**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**APPROVAL OF MINUTES**

Town Council Meeting Minutes of April 11, 2022

**THE MAYOR AND TOWN COUNCIL**

**1. Announcements – June 6, 2022, Town Election:**

- a. Announce Candidates for the June 6, 2022, Town Election.
  - i. Nominations are due by 4:00 pm on Monday, May 9, 2022.
- b. The Candidate Forum will be held in person and via Zoom on Monday, May 23, 2022, 7:00 pm.

**2. St. Paul Park Alcohol Waiver:**

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

- a. Discuss approving an alcohol waiver at St. Paul Park for the Town's Juneteenth celebration on June 18, 2022.
3. **10619 Connecticut Avenue (Crossroads of Kensington):**
  - a. Update on the proposed Crossroads of Kensington project at 10619 Connecticut Avenue.

### **THE TOWN MANAGER AND STAFF**

1. **Tree City USA:** Acknowledge that the Arbor Day Foundation has recognized the Town of Kensington as Tree City for 2021.
2. **Town Hall Veranda and Parapet Project:** Update on the Veranda and Parapet repairs at the Kensington Town Hall.

### **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-02-2022** - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2022 – 2023 (FY23) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.
  - a. *The Public Hearing was held April 11, 2022, and the Public Record was held open until 4:00 pm on Friday, May 6, 2022.*
2. **Resolution No. R-11-2022** – A Resolution of the Kensington Town Council Confirming an Appointment made by the Mayor to the Board of Supervisors of Elections.
3. **Resolution No. R-12-2022** – A Resolution of the Mayor and Town Council of Kensington Authorizing a Contract with Whitman Requardt and Associates, LLP, to provide engineering services to assist in the request for proposal process for the maintenance and repair of three bridges located in the Town and to provide project management services.
4. **Resolution No. R-13-2022** – A Resolution of the Mayor and Town Council of Kensington Approving a Variance for a fence to exceed four (4') feet in height within the front plane of the property on land zoned for single-family use at 3910 Warner Street.
5. **Resolution No. R-14-2022** - A Resolution of the Mayor and Town Council Authorizing the Town Manager to contract for the installation of a speed hump along the 10800 block of St. Paul Street.

### **ADJOURNMENT**

*(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:

***Tuesday, June 7, 2022, 7:00 pm***

**Budget Ordinance No. O-02-2022****Introduced: March 14, 2022****Public Hearing: April 11, 2022****Adopted: \_\_\_\_\_**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF KENSINGTON TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2022 – 2023 (FY23) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.

WHEREAS, §5-205 *et seq.* of the Local Government Article, Annotated Code of Maryland, authorizes the Mayor and Town Council to provide for the control and management of its finances and expend money for any public purpose and for the safety, health, and general welfare of the Town and its occupants; and

WHEREAS, §6-203 of the Tax-Property Article, of the Annotated Code of Maryland (as amended), grants authority to municipal corporations to levy a tax on personal property, land, and improvements thereon, within the municipal corporation; and

WHEREAS, Article VIII, “Finance”, Section 801, “Fiscal Year”, of the Town Charter states that the Fiscal Year of the Town shall begin on July 1, 2022, and end on June 30, 2023; and

WHEREAS, Section 802, “Proposed Budget”, of the Town Charter states that the Town Manager shall submit to the Council prior to the third Monday in April, a Budget of anticipated revenues, proposed operating expenditures, and proposed capital project expenditures, along with a written financial plan for the succeeding fiscal year; and

WHEREAS, Section 803, “Adoption”, of the Town Charter states that prior to adopting the Budget, the Council shall hold a public hearing following due notice and a favorable vote of at least a majority of the total elected membership of the Council shall be necessary for adoption.

NOW THEREFORE, the Mayor and Town Council of Kensington does hereby adopt the following Budget Ordinance:

AN ORDINANCE TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2022 – 2023 (FY23) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.

FY23 Budget - Town of Kensington					
<b>ANTICIPATED REVENUE</b>					
	General Property Taxes		\$	1,415,563	
	Other Taxes		\$	680,500	
	Licenses & Permits		\$	46,546	
	Intergovernmental Revenues		\$	373,796	
	Fines & Fees		\$	3,500	
	Miscellaneous Revenue		\$	18,500	
	Grants - County & State		\$	1,147,335	
<b>TOTAL ANTICIPATED REVENUE</b>					<b>\$ 3,685,740</b>
	Re-Appropriation		\$	858,431	
<b>TOTAL ANTICIPATED FUNDS AVAILABLE</b>					<b>\$ 4,544,171</b>
<b>PROPOSED EXPENDITURES</b>					
	General Government		\$	1,221,013	
	Public Works		\$	997,745	
	Public Safety		\$	308,491	
	Parks & Recreation		\$	144,800	
	Non-Departmental		\$	10,000	
					<b>\$ 2,682,049</b>
	Capital Improvement Budget		\$	1,862,122	
<b>TOTAL PROPOSED EXPENDITURES</b>					<b>\$ 4,544,171</b>

**SECTION 1:**

BE IT ORDAINED AND ORDERED this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council, acting under and by virtue of the authority granted to it by §5-205 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, that the budget for Fiscal Year July 1, 2022 through June 30, 2023, attached hereto and incorporated herein by reference, be and the same hereby is appropriated and adopted.

**SECTION 2:**

AND BE IT FURTHER ORDAINED AND ORDERED, this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council, acting under the virtue of the authority granted to it by §6-203 of the Tax-Property Article, of the Annotated Code of Maryland (as amended), and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of One thousand, three hundred twelve ten-thousandths

cents (**\$0.1312**) per One Hundred Dollars of full value assessment on all taxable real property located within the corporate limits of the Town of Kensington.

### **SECTION 3:**

AND BE IT FURTHER ORDAINED AND ORDERED, this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council, acting under the virtue of the authority granted to it by §6-203 of the Tax-Property Article, of the Annotated Code of Maryland (as amended), and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of eighty cents (**\$0.80**) per One Hundred Dollars of full value assessment on all taxable personal property located within the corporate limits of the Town of Kensington.

### **SECTION 4:**

AND BE IT FURTHER ORDAINED AND ORDERED, this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council, acting under the virtue of the authority granted to it by §8-101 of the Tax-Property Article of the Annotated Code of Maryland (as amended), and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of five dollars (**\$5.00**) per One Hundred Dollars of full value assessment on all taxable personal property set forth by §8-101 of the Tax-Property Article, of the Annotated Code of Maryland (as amended):

1. Operating personal property of a railroad;
2. Operating personal property of a public utility that is machinery or equipment used to generate electricity or steam for sale;
3. All other operating personal property of a public utility; and
4. Machinery and equipment, other than operating personal property of a public utility, that is used to generate electricity or steam for sale or hot or chilled water for sale that is used to heat or cool a building.

### **SECTION 5:**

AND BE IT FURTHER ORDAINED AND ORDERED, this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council, hereby adopts the imposition of a full-year, one-half year, three-quarter year, and one-quarter year tax levies, authorized pursuant to §10-102, 10-103, 10-104, and 10-105 of the Tax-Property Article of the Annotated Code of Maryland (as amended), and authorizes and empowers Montgomery County, Maryland, to collect and remit the same to the Town of Kensington, consistent with the imposition and collection of such levies on real property by Montgomery County.

AND BE IT FURTHER ORDAINED AND ORDERED, this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council that the transfer of funds by Resolution within the Operating and Capital Improvements Budget may occur.

AND BE IT FURTHER ORDAINED AND ORDERED, this \_\_\_\_\_ day of May, 2022, by the Kensington Town Council, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Article VI, “Powers of the Council”, Section 601, “General Powers” of the Town Charter that:

(1) If any part of provision of this ordinance is declared by a court of competent jurisdiction to be invalid, the part of provision held to be invalid shall not affect the validity of the ordinance as a whole or any remaining part thereof; and

(2) This ordinance shall take effect on the 1st day of July, 2022, provided the following:

(a) Posted at Town Hall by the next business day following introduction; and

(b) Posted on the official Town website; and

(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.

**INTRODUCED** by the Mayor and Town Council of Kensington, Maryland at the regular public meeting assembled on the 14th day of March, 2022.

**ADOPTED** by the Mayor and Town Council of Kensington, Maryland at the regular public meeting assembled on the \_\_\_\_\_ day of May, 2022.

**EFFECTIVE** the 1st day of July, 2022.

**TOWN OF KENSINGTON**

**BUDGET DETAILS**

PROPOSED BUDGET 2022-2023	ADOPTED BUDGET 2021-2022	ACTUALS 2/28/2022	PROJECTED 6/30/2022
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**REVENUE FUND**

GENERAL PROPERTY TAXES	Rates				
Real Property Tax	0.1312	834,399	808,372	800,545	808,372
Personal Property Tax - Utilities	5.0000	452,019	426,134	116,862	486,862
Personal Property Tax - Business	0.8000	129,144	123,818	101,065	123,818
SUBTOTAL		\$1,415,562	\$1,358,323	\$1,018,473	\$1,419,052
OTHER TAXES					
Income Taxes		680,000	680,000	318,678	742,877
Admissions and Amusements Tax		500	250	2,033	2,033
SUBTOTAL		\$680,500	\$680,250	\$320,711	\$744,910
LICENSES & PERMITS					
Town Building and Sign Permits		12,000	12,000	20,869	22,000
Parking Permits		4,560	4,950	4,881	5,000
Cable Franchise Fees		25,736	25,593	13,546	27,091
Traders' Licenses		4,250	5,600	742	5,600
SUBTOTAL		\$46,546	\$48,143	\$40,038	\$59,691
INTERGOVERNMENTAL REVENUE					
County Tax Duplication		257,651	156,809	179,696	185,566
Highway User Funds		111,919	95,613	49,963	107,808
Bank Shares		4,226	4,226	4,226	4,226
SUBTOTAL		\$373,796	\$256,648	\$233,886	\$297,600
FINES AND FEES					
SafeSpeed Camera Program		2,500	1,000	647	647
Parking & Municipal Infractions		1,000	1,000	2,175	2,500
SUBTOTAL		\$3,500	\$2,000	\$2,822	\$3,147
OTHER					
Town Hall Rentals		4,000	15,000	5,805	5,805
Park Rentals		2,500	2,500	2,030	2,030
Municipal Events		6,500	13,500	6,654	6,654
Interest		4,500	10,000	3,444	4,500
Miscellaneous		1,000	4,500	877	877
SUBTOTAL		\$18,500	\$45,500	\$18,810	\$19,866
GRANTS - ARPA		\$1,147,335	\$0	\$0	\$0
TOTAL REVENUE		\$3,685,740	\$2,390,864	\$1,634,739	\$2,544,266
UNAPPROPRIATED SURPLUS		858,431	1,060,906		
TOTAL REVENUE INCLUDING UNAPPROPRIATED SURPLUS		\$4,544,171	\$3,451,770	\$1,634,739	\$2,544,266

**EXPENDITURES**

**GENERAL GOVERNMENT**

**PERSONNEL SERVICES**

Salaries & Wages	523,543	501,993	291,000	440,422
Social Security, Medicare, Unemployment Taxes	39,606	38,533	22,709	34,140
Workers Compensation Insurance	4,369	4,936	2,518	4,936
Health, Life, and Employee Benefits	54,788	63,059	33,084	49,120
Retirement - 401 (A) Money Purchase Plan	42,621	40,902	25,264	38,590
SUBTOTAL	\$664,927	\$649,423	\$374,576	\$567,208

**OPERATING EXPENSES**

**ELECTED OFFICIALS**

Mayor and Council Compensation	24,000	24,000	15,750	21,000
Mayor and Council Legislative, Education, Travel	16,225	15,200	3,449	6,734
SUBTOTAL	\$40,225	\$39,200	\$19,199	\$27,734

**PROFESSIONAL SERVICES**

Town Attorney	50,000	50,000	5,662	21,064
Audit	13,000	13,000	13,000	13,000
Other Professional Services	81,400	84,750	42,643	63,649
SUBTOTAL	\$144,400	\$147,750	\$61,304	\$97,713

**TOWN GOVERNMENT OPERATIONS**

Town Hall Maintenance	57,900	47,200	28,580	50,214
Town Hall Utilities	43,700	41,000	20,642	32,332
Town Hall Equipment	6,000	6,000	618	4,118
Economic Development & Commercial Revitalization	187,700	148,500	36,711	98,911
Office Expenses	32,775	34,850	15,419	27,171
Office Equipment/Furniture	2,000	2,000	287	1,000
Insurance	21,000	21,000	15,505	15,505
Municipal Dues, Memberships and Fees	10,885	10,285	9,355	9,355
Conferences, Training, & Travel	6,500	6,500	438	767

## TOWN OF KENSINGTON

## BUDGET DETAILS

	PROPOSED BUDGET 2022-2023	ADOPTED BUDGET 2021-2022	ACTUALS 2/28/2022	PROJECTED 6/30/2022
Miscellaneous	3,000	3,000	100	1,000
SUBTOTAL	\$371,460	\$320,335	\$127,655	\$240,373
<b>TOTAL GENERAL GOVERNMENT EXPENSES</b>	<b>\$1,221,012</b>	<b>\$1,156,708</b>	<b>\$582,734</b>	<b>\$933,028</b>
EXPENDITURES				
PUBLIC WORKS				
PERSONNEL SERVICES				
Salaries & Wages	371,604	346,470	183,625	273,489
Social Security, Medicare, Unemployment Taxes	27,659	26,201	14,795	21,670
Workers Compensation Insurance	17,088	17,042	7,616	8,704
Health, Life, and Employee Benefits	103,410	94,961	46,889	70,291
Retirement - 401 (A) Money Purchase Plan	34,983	32,454	17,541	26,527
SUBTOTAL	\$554,745	\$517,128	\$270,467	\$400,681
OPERATING EXPENSES				
OPERATING SUPPLIES				
Conferences, Training, and Travel	500	500	25	25
Drug Testing	1,000	1,000	0	250
Uniforms, Gloves, Vests, Boots, and Shirts	3,000	3,000	681	3,000
Small Equipment Purchases	12,000	12,000	629	12,000
Vehicle Fuel Expenses	12,500	8,000	4,320	7,405
Small Equipment Maintenance and Repairs	3,500	3,500	554	3,500
Vehicle Repairs	20,000	20,000	8,281	20,000
Shop Supplies and Tools	3,000	3,000	1,239	3,000
Miscellaneous	1,000	1,000	331	500
SUBTOTAL	\$56,500	\$52,000	\$16,059	\$49,680
TRASH, BRUSH, RECYCLING, AND LEAF COLLECTION				
Trash, Brush, and Recycling Collection	180,000	165,785	109,675	165,541
Leaf Collection and Other Disposal Fees	22,000	18,000	14,747	16,580
SUBTOTAL	\$202,000	\$183,785	\$124,422	\$182,121
INFRASTRUCTURE				
Street Sweeping	8,000	8,000	0	5,500
Street Maintenance	20,000	20,000	6,482	20,000
Snow Removal	8,500	8,500	3,829	3,829
Sidewalk Repair	12,000	12,000	6,306	12,000
Storm Drain Maintenance	12,000	6,000	1,970	6,000
Landscaping Vegetation Management	25,000	25,000	12,287	25,000
Landscaping Street Trees Maintenance and Planting	90,000	75,000	74,850	90,000
Garage Maintenance, Miscellaneous & Utilities	9,000	8,700	1,599	3,727
SUBTOTAL	\$184,500	\$163,200	\$107,323	\$166,056
<b>TOTAL PUBLIC WORKS EXPENSES</b>	<b>\$997,745</b>	<b>\$916,113</b>	<b>\$518,271</b>	<b>\$798,539</b>
PUBLIC SAFETY				
PERSONNEL SERVICES				
Salaries & Wages	189,308	180,715	83,392	130,336
Social Security, Medicare, Unemployment Taxes	14,328	13,764	6,813	10,404
Workers Compensation Insurance	10,278	11,307	9,821	11,224
Health, Life, and Employee Benefits	10,960	10,273	6,538	9,714
Retirement - 401 (A) Money Purchase Plan	5,616	5,298	3,399	5,177
SUBTOTAL	\$230,491	\$221,357	\$109,962	\$166,854
OPERATING SUPPLIES & SERVICES				
PUBLIC UTILITIES AND PROFESSIONAL SERVICES				
Parking Lot Lighting (Metropolitan)	1,500	2,000	504	1,000
Public Street Lighting	58,000	56,000	31,477	49,701
Traffic Control & Engineering	15,000	12,000	5,345	12,000
Miscellaneous	3,500	3,500	400	3,500
SUBTOTAL	\$78,000	\$73,500	\$37,726	\$66,201
<b>TOTAL PUBLIC SAFETY EXPENSES</b>	<b>\$308,491</b>	<b>\$294,857</b>	<b>\$147,688</b>	<b>\$233,055</b>
PARKS & RECREATION				
FACILITIES AND PUBLIC UTILITIES				
Park Utilities	6,250	3,100	1,997	3,236
SUBTOTAL	\$6,250	\$3,100	\$1,997	\$3,236
OPERATING SUPPLIES AND PROFESSIONAL SERVICES				
Small Equipment Maintenance and Repairs	10,000	10,000	5,613	10,000
Equipment Purchases	10,500	8,000	0	8,000
Landscape Architecture Services	3,000	3,000	0	3,000
Miscellaneous	1,000	1,000	0	1,000
SUBTOTAL	\$24,500	\$22,000	\$5,613	\$22,000
LANDSCAPING				



## TOWN OF KENSINGTON

## BUDGET DETAILS

	PROPOSED BUDGET 2022-2023	ADOPTED BUDGET 2021-2022	ACTUALS 2/28/2022	PROJECTED 6/30/2022
Landscaping and Vegetation Management	20,000	15,000	9,674	15,000
Parks and Town Hall Landscaping	35,000	25,000	21,856	25,000
SUBTOTAL	\$55,000	\$40,000	\$31,530	\$40,000
TOWN MUNICIPAL EVENTS				
Municipal Events - Labor Day Parade and Festival	31,300	29,500	12,383	12,383
Municipal Events - Other Municipal Events	27,750	21,000	16,383	22,782
SUBTOTAL	\$59,050	\$50,500	\$28,766	\$35,165
TOTAL PARKS RECREATION EXPENSES	\$144,800	\$115,600	\$67,907	\$100,401

## NON DEPARTMENTAL

Contingency	10,000	10,000	0	0
TOTAL NON DEPARTMENTAL EXPENSES	\$10,000	\$10,000	\$0	\$0
TOTAL OPERATING BUDGET	\$2,682,049	\$2,493,277	\$1,316,599	\$2,065,023
CAPITAL IMPROVEMENTS PROGRAM	\$1,862,122	\$958,492	\$105,175	\$958,492
TOTAL CIP BUDGET APPROPRIATIONS	\$1,862,122	\$958,492	\$105,175	\$958,492
TOTAL OPERATING & CIP EXPENDITURES	\$4,544,171	\$3,451,770	\$1,421,774	\$3,023,515

**Resolution No. R-11-2022**

Adopted:

**A Resolution of the Kensington Town Council Confirming an Appointment Made by the Mayor to the Board of Supervisors of Elections.**

**WHEREAS**, Article VII, “Registration, Nominations and Elections”, Section 702, “Board of Supervisors of Elections”, of the Town Charter, requires that there shall be a Board of Supervisors of Elections, consisting of three (3) members who shall be appointed by the Mayor with the approval of the Council on or before the first Monday in April; and

**WHEREAS**, the term of members of the Board of Supervisors of Elections shall begin on the first Monday in April in the year in which they are appointed and shall run for one (1) year; and

**WHEREAS**, members of the Board of Supervisors of Elections shall be qualified voters of the Town and shall not hold or be candidates for any elective office during their terms of office; and

**WHEREAS**, the Board shall appoint one of its members as Chairperson; and

**WHEREAS**, Vacancies on the board shall be filled by the Mayor with the approval of the Council for the remainder of the unexpired term.

**NOW, THEREFORE, BE IT RESOLVED** by the Kensington Town Council that the following appointment by the Mayor is confirmed as follows:

Robin Watson	10415 Fawcett Street	One Year Term Expires	3-31-2023
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**ADOPTED** by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 11th day of May, 2022.

**EFFECTIVE** the 11th day of May, 2022.

**ATTEST: TOWN OF KENSINGTON, MARYLAND**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor

## **Resolution No. R-12-2022**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON AUTHORIZING A CONTRACT WITH WHITMAN REQUARDT AND ASSOCIATES, LLP FOR CONSULTING ENGINEER AND PROJECT MANAGEMENT SERVICES FOR REPAIR OF THREE BRIDGES.

**Whereas**, the Town has issued on RFP for construction services for maintenance and repair of three bridges; and

**Whereas**, the Town is in need of engineering and project management services with respect to the construction work to maintain and repair the three bridges; and

**Whereas**, Whitman Requardt and Associates, LLP, was the successful bidder on a competitively bid contract for engineering and project management services awarded by Montgomery County; and

**Whereas**, Whitman Requardt and Associates, LLP has agreed to provide engineering and project management services to the Town at the same pricing as that was contained in the bid submitted to Montgomery County, a copy of which is attached as Exhibit A to the Agreement; and

**Whereas**, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-402, "Bidding Requirements", of the Town Code, all purchases exceeding \$10,000 shall be approved by the Town Council; and

**Whereas**, pursuant to Chapter II, Section 2-403 of the Town Code, whenever a Local Government whose purchasing policies are comparable to those of the Town of Kensington, has conducted a bid and awarded a contract, the Town may purchase the bid item at the bid price from the successful bidder without a formal bid process; and

**Whereas**, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to enter into a contract with Whitman Requardt and Associates, LLP at the pricing detailed on Exhibit A, on the terms and conditions set out in the attached Agreement.

**Now Therefore Be It Resolved** by the Mayor and Council of Town of Kensington that the Town Manager be and is hereby authorized to enter into a contract in substantially the form attached at the pricing detailed on Exhibit A.

**Adopted** by an extra-majority of the Town Council this 9th day of May, 2022.

**Effective** this 9<sup>th</sup> day of May, 2022.

**ATTEST:**

**TOWN OF KENSINGTON**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor

**THIS IS TO CERTIFY** that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 9th day of May, 2022.

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

## **CONSULTANT AGREEMENT**

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective this \_\_\_\_ day of April, 2022, by and between the TOWN OF KENSINGTON (the “Town”), a municipal corporation of the State of Maryland and WHITMAN REQUARDT AND ASSOCIATES, LLP, 801 South Caroline Street, Baltimore, MD 21231 (“Consultant”).

**WHEREAS**, Consultant desires to act for the Town as an independent licensed engineering contractor to provide engineering services to assist in the request for proposal process for the maintenance and repair of three bridges located in the Town (“Project”) and to provide project management services; and

**WHEREAS**, the Town desires that Consultant provide such services.

**WHEREAS**, as the result of a full competitive bid process under RFP #1098917, a Contract for Engineering Services was issued by Montgomery County, Maryland (“County”) for various engineering services, designated by category; and

**WHEREAS**, Montgomery County’s purchasing policies are comparable to those of the Town and the bid process for the RFP was consistent with that adopted by the Town; and

**WHEREAS**, the Consultant has agreed to extend the pricing structure for civil engineering of the County contract for engineering services to the Town; and

**WHEREAS**, the engineering services available under the County Contract are responsive to the needs of the Town.

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

1. **Appointment.** The Town hereby engages Consultant, as an independent licensed engineering consultant and not as an agent or employee of the Town, to provide civil engineering services for the Project. Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

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

Civil engineering services for the Project to assist in the request for proposal process for the Project and to provide project management services. The services are more particularly described in attached Exhibit A, Consultant's proposal, which is incorporated herein by reference.

The Parties recognize that a state of emergency has existed in Maryland due to the COVID-19 pandemic and the Project may be impacted. In the event of delays to the critical path of the agreed Project Schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the Project Schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional office facilities and cleaning have been included in the Contract Price.

3. **Dates of Work.** The Consultant agrees to commence work within ten days of notice to proceed. The Project is expected to be completed on or before \_\_\_\_\_.

It is understood by the parties hereto that time is of the essence in the completion of the services under this contract, provided that the Consultant's services must in any event be governed by the

exercise of sound professional practices and the Consultant shall not be liable for delays beyond its reasonable control.

**4. Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's performance in accordance with applicable professional standards, a sum not to exceed \$40,000.00 for the performance of all work under the Agreement. The Contract Price includes expenses such as travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates established in Exhibit A. Invoices for payment may be submitted on a monthly basis and, for additional services, must be accompanied by hourly billing and any other documentation required by the Town. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

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

Exhibit A Engineer Proposal  
Three Bridge Inspection reports from Montgomery County Department of Transportation  
Required affidavits and certifications

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

pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of its obligations under this Agreement.

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

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement comprehensive general liability insurance, automobile liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy except for workers compensation and professional errors and omissions, Consultant will name the Town of Kensington its officers, officials, agents, servants, and employees as additional insureds.

A. **Comprehensive General Liability Insurance**

- (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.



All insurance shall include completed operations and contractual liability coverage.

B. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each claim/aggregate.

C. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

D. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement throughout the term of the 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 Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the Town. The Town shall receive 30 days prior notice of any written reduction or elimination of the insurance coverage required herein.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable. Required insurance shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage herein shall have an AM Best rating of A-VII or better.

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

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

**8. Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, officials, and employees, from third-party claims, damages, costs, liabilities, and expenses recoverable by law, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

**9. Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations, subject to professional standards.

**10. Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. 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 Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted; provided, however, the Consultant shall not be liable

for deficiencies in information furnished by the Town or others for whom the Consultant was not legally liable.

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

**12. Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct to the best of its knowledge and belief. Any intentionally false or misleading information is grounds for the Town to terminate this contract.

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

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

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

**16. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct, or commence and reasonably continue to correct, such default within 24 hours in an emergency situation, and otherwise within 72 hours, after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

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

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

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

Walter P. Miller  
Partner  
Whitman Requardt and Associates, LLP  
801 South Caroline Street  
Baltimore MD 21231

**19. Intentionally omitted.**

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

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

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

**22. 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.

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

**24. Counterparts.** The parties may execute this Contract in counterparts, with electronic signatures, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

**25. Ownership and Use of Documents.** All documents, materials or data developed as a result of this contract are the Town's property. The Town has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this Agreement. The Town may use this information for its own purposes, including reporting to state and federal agencies. Any modification or reuse of such documents,

materials, or data, without the written consent of the Consultant, shall be at the user's sole risk and without liability to the Consultant. The Consultant warrants that, to the best of its knowledge, information, and belief, it has title to or right of use of all documents, materials or data used or developed in connection with this contract.

**26. Changes.** The Town may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Consultant is entitled to receive. Consultant must bring to the Project Manager, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Town issued the change in work, or the claim is waived. The Consultant must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

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

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

**28. Patents, Copyrights and Royalties.** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, copyright or license, , or other property or privacy right the Consultant must secure, before using or employing such materials, the authorizations and approvals related to its use in writing from the owner or licensee of such letters of patent, copyright or license , or other property or privacy right, and file the same with the Town. The Consultant will indemnify and hold harmless the Town related to Consultant's infringing or otherwise improper or unauthorized use to the extent that the Consultant performs, commits, specifies or directs an infringement on a patent, copyright, license or trade secret or other private property right; provided, however, the Consultant shall not be liable for infringements specified or directed by the Town or others for whom the Consultant is not legally liable. In the event that an injunction shall be obtained against the Town's use of items by reason of infringement of any patent, copyright, license or trade secret or other property or privacy right, the Consultant will, at its expense, procure for the Town the right to continue using the items, replace or modify the same so that it becomes non-infringing.

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

WITNESS:

TOWN OF KENSINGTON

\_\_\_\_\_  
Susan Engels, Clerk-Treasurer

By: \_\_\_\_\_  
Matthew J. Hoffman, Town Manager

WITNESS:

WHITMAN REQUARDT AND ASSOCIATES, LLP

\_\_\_\_\_ By: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Suellen M. Ferguson,  
Attorney for the Town of Kensington





**Resolution No. R-13-2022**

Adopted:

A Resolution of the Mayor and Town Council of Kensington Approving a Variance for a fence to exceed four (4') feet in height within the front plane of the property on land zoned for single-family use at 3910 Warner Street.

**WHEREAS**, an application for a fence has been filed by Ruth Hoffman, ("Applicant"), for certain real property located at 3910 Warner Street, ("the Property"); and

**WHEREAS**, the Variance would allow for the placement of a six (6') foot fence to be located along the property line and within the front plane of the Property and adjacent to 10317 Detrick Avenue; and

**WHEREAS**, Section 5-109, "Fences, Walls, and Retaining Walls", of the Town Code limits fences within the front plane of a property to a maximum height of four (4') feet; and

**WHEREAS**, the Town Council may grant a petition for a Variance after a hearing 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;
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.

**WHEREAS**, the Mayor and Council conducted a Public Hearing on the Variance request at the April 11, 2022, Council meeting, after due notice to the public and to the adjacent neighbors, and received testimony on the requested Variance. The Council closed the record following the Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Town of Kensington, based on the testimony presented at the Public Hearing on April 11, 2022, and evidence submitted, adopts the following findings of fact and conclusions of law:

**Findings of Fact:**

1. Ruth Hoffman ("Applicant") is the owner of 3910 Warner Street in Kensington, Maryland, which is zoned single-family residential ("Property").
2. The original dwelling dates to 1940.

3. The Applicant is replacing the current fence with a similar stockade and height; however, the Applicant has requested to install a six (6') foot fence along the southwest property line with 10317 Detrick Avenue.
4. The Town's Code requires that the maximum height of a fence shall not exceed four (4') feet within the front plane of the property, unless the residential property abuts a commercial or mixed-use property.

**Conclusions of Law:**

1. Strict application of Town regulations would result in undue hardship due to the topography along the southwest corner of the property.
2. The proposed Variance is the minimum necessary to overcome the unique condition of the Property to allow for the Applicant to provide privacy between the Property and 10317 Detrick Avenue.
3. The Variance can be granted without impairment of the intent, purpose, and integrity of this article.

**BE IT FURTHER RESOLVED THAT** the Variance request to install a six (6') foot fence along the southwest corner of the Property located at 3910 Warner Street be and it is hereby granted.

**ADOPTED** by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 9th day of May, 2022.

**EFFECTIVE** the 9th day of May, 2022.

**ATTEST: TOWN OF KENSINGTON, MARYLAND**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor

**Resolution No. R-14-2022**

Adopted:

A Resolution of the Mayor and Town Council Authorizing the Town Manager to contract for the installation of a speed hump along the 10800 block of St. Paul Street.

**WHEREAS**, Article VI, “Powers of the Council”, Section 602, “Specific Powers”, Subsection (40), “Streets”, of the Town Charter states that the Council shall have the power to construct, maintain and improve the streets and to control the public ways of the Town; and

**WHEREAS**, Chapter IV, “Traffic and Vehicles”, Article 3, “Traffic Control”, Section 4-304, “Speed Bumps”, of the Town Code states that the Town is empowered to install speed bumps at various locations throughout the Town; and

**WHEREAS**, The Council Adopted Guidelines and Procedures for installing speed humps December 10, 2018 to require a petition from affected residents of a certain block(s) unless deemed otherwise by the Council; and

**WHEREAS**, The Town requested that a Traffic Analysis be performed by the Traffic Engineer to determine vehicle speeds and volume along the 10800 block of St. Paul Street; and

**WHEREAS**, The Traffic Analysis data confirmed that the 85<sup>th</sup> percentile speed along this block was 26.5 MPH, which has a current posted speed limit of 25 MPH; prompting the Town’s Traffic Engineer to recommend the installation of a speed hump.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Manager is hereby authorized to contract for the installation of a speed hump along the 10800 block of St. Paul Street.

**ADOPTED** by the Town Council of Kensington, Maryland at the regular public meeting assembled on the \_\_\_\_ day of May, 2022.

**EFFECTIVE** the \_\_\_\_ day of May, 2022.

**ATTEST: TOWN OF KENSINGTON, MARYLAND**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor