

Mayor Tracey Furman

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



**Council Member Conor Crimmins
Council Member Ann Lichter**

Released: April 7, 2023

**Monday, April 10, 2023
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held at Town Hall and on the Zoom Video Conferencing application. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/89778162053?pwd=NTNXRWlwYjJ4c3ozVGtyVFE5bVo0dz09>

Meeting ID: 897 7816 2053

Password: 103241

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 March 13, 2023

THE MAYOR AND TOWN COUNCIL

1. Announcements – June 5, 2023, Town Election

- a. Certificate of Nominations due by 4:00 pm on Monday, May 8, 2023.
- b. A Candidate Forum will be held in person, and via Zoom, on Monday, May 22, 2023, 7:00 pm if Nominations require an Election.

2. Joseph Park (3420 Plyers Mill Road): Public Comment Encouraged

- a. The Council is requesting public comment with regards to the possible sale of Joseph Park.
 - i. If the Council determines to proceed with the sale of the property, a formal Public Hearing will be scheduled for a future Council Agenda.

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

THE TOWN MANAGER AND STAFF

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-01-2023 (Public Hearing)** – An Ordinance of the Mayor and Council of the Town of Kensington to Appropriate and Adopt the Fiscal Year 2023 – 2024 (FY24) 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 will be held open until 4:00 pm on Friday, May 5, 2023.*
2. **Resolution No. R-08-2023** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Brudis & Associates, Inc., for Design Engineering and Project Management Services for the Rehabilitation of Three Town Bridges.
3. **Resolution No. R-09-2023** – A Resolution of the Kensington Town Council Confirming Appointments made by the Mayor to the Development Review Board.

PUBLIC APPEARANCES

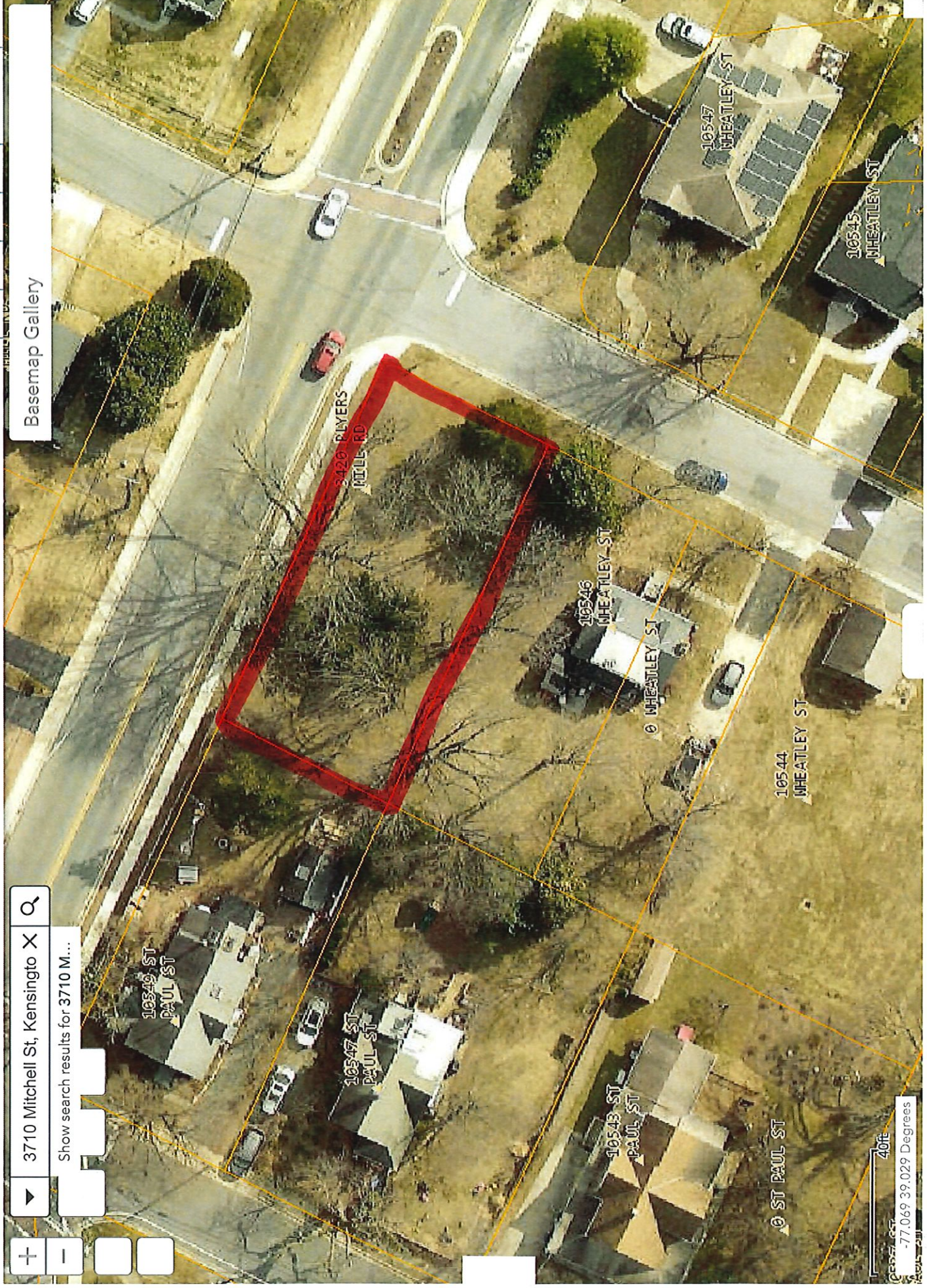
(The public is invited to speak on any subject that is not a topic on tonight's agenda)

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:

Monday, May 8, 2023, 7:00 pm



TOK JOSEPH'S PARK			
SPECIES	SIZE	CONDITION	RECOMMENDED WORK
CEDAR	18"	EXCELLENT	DEADWOOD REMOVAL, INTERIOR PRUNE & ELEVATE
ASH	23"	GOOD (FOR NOW)	TREAT WITH EMERALD ASH BORER PREVENTATIVE
BLACK WALNUT	18"	EXCELLENT	NOTHING NEEDED AT THIS TIME
ASH	50"	FAIR	TREAT WITH EMERALD ASH BORER PREVENTATIVE
YEW (6 STEM)		EXCELLENT	NOTHING NEEDED AT THIS TIME
ASH	24"	FAIR	TREAT WITH EMERALD ASH BORER PREVENTATIVE
YEW	14"	EXCELLENT	NOTHING NEEDED AT THIS TIME
BLACK WALNUT	22"	GOOD	DEADWOOD REMOVAL, INTERIOR PRUNE & ELEVATE

Budget Ordinance No. O-01-2023**Introduced: March 13, 2023****Public Hearing: April 10, 2023****Adopted: _____**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF KENSINGTON TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2023 – 2024 (FY24) 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, 2023, and end on June 30, 2024; 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 2023 – 2024 (FY24) 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.

ANTICIPATED REVENUE						
	General Property Taxes			\$	1,527,388	
	Other Taxes			\$	800,500	
	Licenses & Permits			\$	42,310	
	Intergovernmental Revenues			\$	430,273	
	Fines & Fees			\$	1,000	
	Miscellaneous Revenue			\$	197,500	
	Grants - ARPA			\$	1,148,193	
TOTAL ANTICIPATED REVENUE						\$4,147,164
	Re-Appropriation			\$	972,962	
TOTAL ANTICIPATED FUNDS AVAILABLE						\$5,120,126
PROPOSED EXPENDITURES						
	General Government			\$	1,344,725	
	Public Works			\$	1,085,399	
	Public Safety			\$	315,843	
	Parks & Recreation			\$	203,400	
	Non-Departmental			\$	25,000	
						\$2,974,367
	Capital Improvement Budget			\$	2,145,759	
TOTAL PROPOSED EXPENDITURES						\$5,120,126

SECTION 1:

BE IT ORDAINED AND ORDERED this _____ day of May, 2023, 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, 2023, through June 30, 2024, 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, 2023, 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, 2023, 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, 2023, 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, 2023, 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, 2023, 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, 2023, 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, 2023, 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 13th day of March, 2023.

ADOPTED by the Mayor and Town Council of Kensington, Maryland at the regular public meeting assembled on the _____ day of May, 2023.

EFFECTIVE the 1st day of July, 2023.

**TOWN OF KENSINGTON
BUDGET DETAILS**

		PROPOSED BUDGET 2023-2024	ADOPTED BUDGET 2022-2023	PROJECTED 6/30/2023
REVENUE FUND				
GENERAL PROPERTY TAXES				
	Rates			
Real Property Tax	0.1312	899,966	834,399	861,277
Personal Property Tax - Utilities	5.0000	499,620	452,019	491,758
Personal Property Tax - Business	0.8000	127,802	129,144	129,144
	SUBTOTAL	\$1,527,388	\$1,415,562	\$1,482,179
OTHER TAXES				
Income Taxes		800,000	680,000	1,133,526
Admissions and Amusements Tax		500	500	368
	SUBTOTAL	\$800,500	\$680,500	\$1,133,894
LICENSES & PERMITS				
Town Building and Sign Permits		12,000	12,000	21,852
Parking Permits		4,560	4,560	4,560
Cable Franchise Fees		23,200	25,736	24,444
Traders' Licenses		2,550	4,250	2,500
	SUBTOTAL	\$42,310	\$46,546	\$53,356
INTERGOVERNMENTAL REVENUE				
County Tax Duplication		289,858	257,651	266,908
Highway User Funds		136,189	111,919	108,523
Bank Shares		4,226	4,226	4,226
	SUBTOTAL	\$430,273	\$373,796	\$379,657
FINES AND FEES				
SafeSpeed Camera Program		0	2,500	0
Parking & Municipal Infractions		1,000	1,000	1,273
	SUBTOTAL	\$1,000	\$3,500	\$1,273
OTHER				
Town Hall Rentals		8,000	4,000	12,063
Park Rentals		2,500	2,500	2,030
Municipal Events		9,500	6,500	10,318
Interest		175,000	4,500	203,097
Miscellaneous		2,500	1,000	2,667
	SUBTOTAL	\$197,500	\$18,500	\$230,175
GRANTS - ARPA		\$1,148,193	\$1,147,335	\$1,148,193
TOTAL REVENUE		\$4,147,164	\$3,685,740	\$4,428,727
UNAPPROPRIATED SURPLUS		972,962	858,431	
TOTAL REVENUE INCLUDING UNAPPROPRIATED SURPLUS		\$5,120,126	\$4,544,171	\$4,428,727
EXPENDITURES				
GENERAL GOVERNMENT				
PERSONNEL SERVICES				
Salaries & Wages		558,740	523,543	465,310
Social Security, Medicare, Unemployment Taxes		42,152	39,606	35,197
Workers Compensation Insurance		4,685	4,369	4,569
Health, Life, and Employee Benefits		60,615	54,788	54,140
Retirement - 401 (A) Money Purchase Plan		45,083	42,621	41,872
	SUBTOTAL	\$711,274	\$664,927	\$601,087
OPERATING EXPENSES				
ELECTED OFFICIALS				
Mayor and Council Compensation		24,000	24,000	21,000
Mayor and Council Legislative, Education, Travel		17,850	16,225	13,853
	SUBTOTAL	\$41,850	\$40,225	\$34,853
PROFESSIONAL SERVICES				
Town Attorney		50,000	50,000	25,000
Audit		13,000	13,000	13,000
Other Professional Services		140,525	81,400	67,405
	SUBTOTAL	\$203,525	\$144,400	\$105,405
TOWN GOVERNMENT OPERATIONS				
Town Hall Maintenance		73,400	57,900	82,876
Town Hall Utilities		45,700	43,700	35,487
Town Hall Equipment		6,000	6,000	6,000
Economic Development & Commercial Revitalization		185,650	187,700	152,331

**TOWN OF KENSINGTON
BUDGET DETAILS**

	PROPOSED BUDGET 2023-2024	ADOPTED BUDGET 2022-2023	PROJECTED 6/30/2023
Office Expenses	33,800	32,775	25,285
Office Equipment/Furniture	2,000	2,000	2,000
Insurance	21,000	21,000	15,601
Municipal Dues, Memberships and Fees	11,025	10,885	9,858
Conferences, Training, & Travel	6,500	6,500	801
Miscellaneous	3,000	3,000	3,000
SUBTOTAL	<u>388,075</u>	<u>371,460</u>	<u>333,238</u>
TOTAL GENERAL GOVERNMENT EXPENSES	1,344,725	1,221,012	1,074,583
EXPENDITURES			
PUBLIC WORKS			
PERSONNEL SERVICES			
Salaries & Wages	394,409	371,604	293,685
Social Security, Medicare, Unemployment Taxes	29,220	27,659	22,839
Workers Compensation Insurance	16,863	17,088	8,583
Health, Life, and Employee Benefits	115,011	103,410	76,815
Retirement - 401 (A) Money Purchase Plan	34,996	34,983	28,002
SUBTOTAL	<u>590,499</u>	<u>554,745</u>	<u>429,924</u>
OPERATING EXPENSES			
OPERATING SUPPLIES			
Conferences, Training, and Travel	500	500	500
Drug Testing	1,000	1,000	500
Uniforms, Gloves, Vests, Boots, and Shirts	3,500	3,000	3,000
Small Equipment Purchases	12,500	12,000	12,000
Vehicle Fuel Expenses	12,500	12,500	8,849
Small Equipment Maintenance and Repairs	3,500	3,500	3,500
Vehicle Repairs	20,000	20,000	20,000
Shop Supplies and Tools	4,000	3,000	3,500
Miscellaneous	1,000	1,000	1,000
SUBTOTAL	<u>58,500</u>	<u>56,500</u>	<u>52,849</u>
TRASH, BRUSH, RECYCLING, AND LEAF COLLECTION			
Trash, Brush, and Recycling Collection	185,000	180,000	172,870
Leaf Collection and Other Disposal Fees	27,000	22,000	22,679
SUBTOTAL	<u>212,000</u>	<u>202,000</u>	<u>195,549</u>
INFRASTRUCTURE			
Street Sweeping	12,000	8,000	5,000
Street Maintenance	20,000	20,000	20,000
Snow Removal	8,500	8,500	0
Sidewalk Repair	12,000	12,000	12,000
Storm Drain Maintenance	12,000	12,000	12,000
Landscaping Vegetation Management	25,000	25,000	25,000
Landscaping Street Trees Maintenance and Planting	125,000	90,000	125,000
Garage Maintenance, Miscellaneous & Utilities	9,900	9,000	6,800
SUBTOTAL	<u>224,400</u>	<u>184,500</u>	<u>205,800</u>
TOTAL PUBLIC WORKS EXPENSES	1,085,399	997,745	884,122
PUBLIC SAFETY			
PERSONNEL SERVICES			
Salaries & Wages	192,070	189,308	130,545
Social Security, Medicare, Unemployment Taxes	14,503	14,328	10,204
Workers Compensation Insurance	11,073	10,278	5,361
Health, Life, and Employee Benefits	12,166	10,960	10,502
Retirement - 401 (A) Money Purchase Plan	6,031	5,616	5,491
SUBTOTAL	<u>235,843</u>	<u>230,491</u>	<u>162,104</u>
OPERATING SUPPLIES & SERVICES			
PUBLIC UTILITIES AND PROFESSIONAL SERVICES			
Parking Lot Lighting (Metropolitan)	1,500	1,500	1,500
Public Street Lighting	60,000	58,000	54,055
Traffic Control & Engineering	15,000	15,000	15,000
Miscellaneous	3,500	3,500	3,500
SUBTOTAL	<u>80,000</u>	<u>78,000</u>	<u>74,055</u>
TOTAL PUBLIC SAFETY EXPENSES	315,843	308,491	236,158
PARKS & RECREATION			
FACILITIES AND PUBLIC UTILITIES			

**TOWN OF KENSINGTON
BUDGET DETAILS**

	PROPOSED BUDGET 2023-2024	ADOPTED BUDGET 2022-2023	PROJECTED 6/30/2023
Park Utilities	11,250	6,250	6,449
SUBTOTAL	\$11,250	\$6,250	\$6,449
OPERATING SUPPLIES AND PROFESSIONAL SERVICES			
Small Equipment Maintenance and Repairs	10,000	10,000	10,000
Equipment Purchases	13,500	10,500	10,500
Landscape Architecture Services	3,000	3,000	3,000
Miscellaneous	1,000	1,000	1,000
SUBTOTAL	\$27,500	\$24,500	\$24,500
LANDSCAPING			
Landscaping and Vegetation Management	20,000	20,000	20,000
Parks and Town Hall Landscaping	40,000	35,000	35,000
SUBTOTAL	\$60,000	\$55,000	\$55,000
TOWN MUNICIPAL EVENTS			
Municipal Events - Labor Day Parade and Festival	32,600	31,300	24,871
Municipal Events - Other Municipal Events	72,050	27,750	19,143
SUBTOTAL	\$104,650	\$59,050	\$44,014
TOTAL PARKS RECREATION EXPENSES	\$203,400	\$144,800	\$129,963

NON DEPARTMENTAL

Contingency	25,000	10,000	0
TOTAL NON DEPARTMENTAL EXPENSES	\$25,000	\$10,000	\$0
TOTAL OPERATING BUDGET	\$2,974,367	\$2,682,049	\$2,324,826
CAPITAL IMPROVEMENTS PROGRAM	\$2,145,759	\$1,862,122	\$1,862,122
TOTAL CIP BUDGET APPROPRIATIONS	\$2,145,759	\$1,862,122	\$1,862,122
TOTAL OPERATING & CIP EXPENDITURES	\$5,120,126	\$4,544,171	\$4,186,948

Total Available Funding 7/1/2022	Actual Expenditures (including encumbered as of 2/28/2023)	New Funding FY 2023-2024 (FY24)	Total Available Funding 7/1/2023
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CAPITAL IMPROVEMENT PROJECT EXPENDITURES

Capital Reserve	250,000		50,000	300,000
Property Acquisition	1,003,796	(16,000)	500,000	1,487,796
Town Hall Improvements	225,795	(56,530)	75,000	244,265
Town Parks and Playground Improvements	171,028	(69,239)	75,000	176,789
Street Light Replacement Program	47,705	(10,888)		36,817
Bridge Reconstruction & Renovation Program	300,000	(2,844)	147,566	444,722
Equipment and Vehicle Replacement Program	299,786		-	299,786
Pavement Management Program	899,232	(274,076)	100,000	725,156
Public Works Facility Improvements	150,000		50,000	200,000
Storm Drain Reconstruction & Renovation Program/ARPA	1,284,955		1,148,193	2,433,148
Total	\$ 4,632,297	\$ (429,577)	\$ 2,145,759	\$ 6,348,479

Total Fund Balance 6/30/22	4,633,420
Reserved for Prepaid Expenses 6/30/22	31,852
Non Lapsing Assigned & Committed Fund Balance for CIP 6/30/22	2,770,175
Use of Fund Balance for FY23 Budget including addition to CIP of \$1,862,122	858,431
Unassigned Fund Balance 6/30/22	972,962



TOWN OF KENSINGTON

Fiscal Year 2023-2024 (FY24)
Operating Budget & Capital
Improvement Plan (CIP)



TOWN OF KENSINGTON

OPERATING BUDGET & CAPITAL IMPROVEMENT PLAN (CIP)

Fiscal Year 2023-2024 (FY24), July 1, 2023 – June 30, 2024

Mayor

Tracey Furman

Town Council

Darin Bartram

Nate Engle

Conor Crimmins

Ann Lichter

Administration

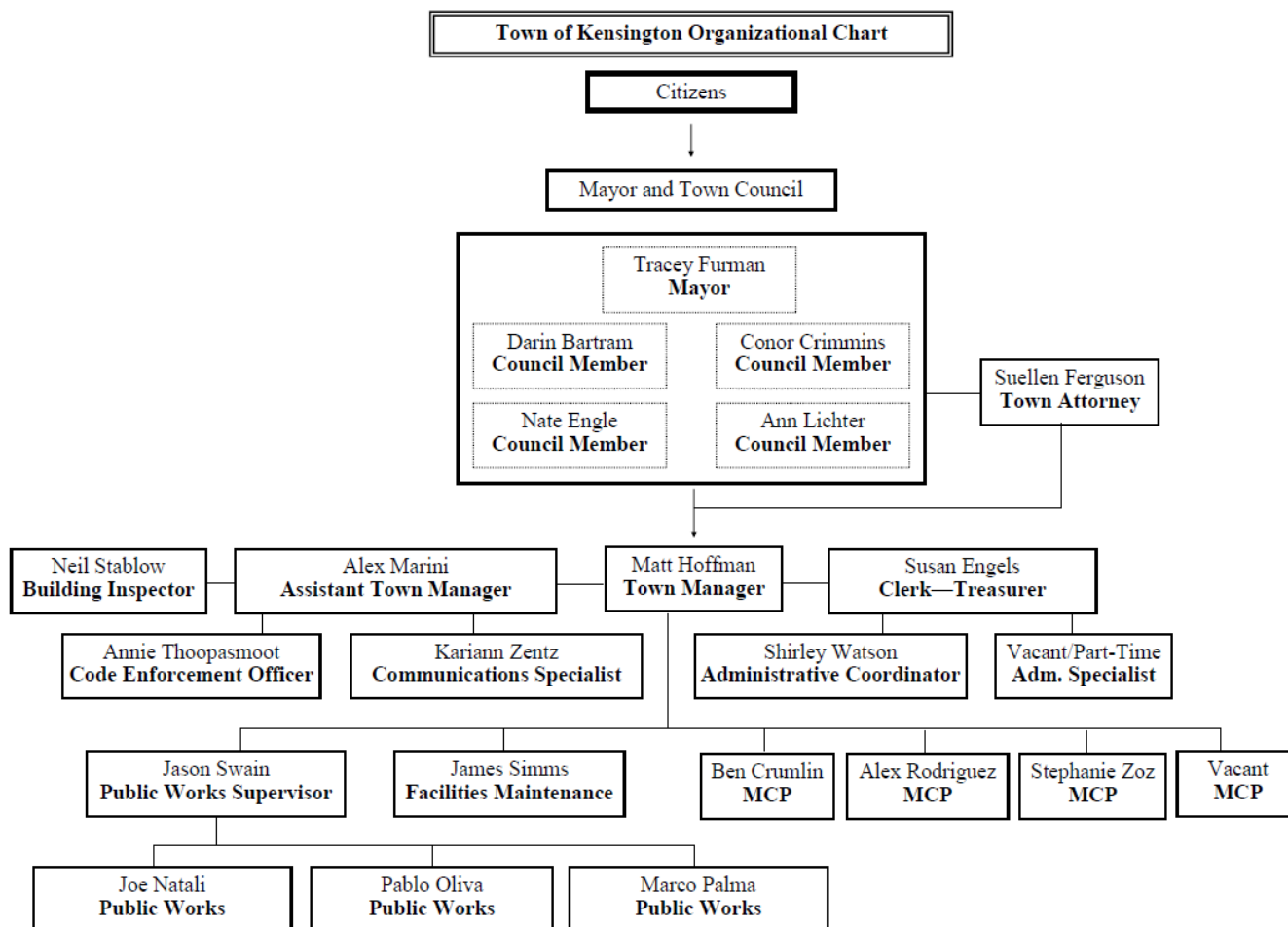
Matthew Hoffman

Town Manager

Susan Engels

Clerk – Treasurer

TOWN OF KENSINGTON ORGANIZATIONAL CHART



BUDGET MESSAGE FISCAL YEAR 2023-2024 (FY24)

April 7, 2023

Mayor and Kensington Town Council:

I am pleased to submit our Fiscal Year 2023-2024 (FY24) Budget for discussion and review at the Public Hearing scheduled for April 10, 2023, at 7:00 pm. Included within the FY24 Budget document is an overview of the Town's General Fund, consisting of anticipated revenues and expenses during the fiscal year, along with details of the Town's Capital Improvement Plan (CIP).

While the last few years have created for uncertainty due to the COVID-19 global pandemic, the Town has maintained fiscal stability and has generally seen an increase in revenues, specifically with respect to personal property and income tax receipts. These additional revenues, along with cautious spending, have allowed the Town to aggressively fund our CIP for future infrastructure projects that will positively impact our community for generations.

The overall priority of the Town within this Budget will remain, as always, on providing excellent direct line services to our community and to continually improve the quality of life for our residents and business community.

THE BUDGET PROCESS

The Town operates under a fiscal year, in accordance with Article VIII, “Finance”, of the Town Charter, which states that the Town’s fiscal year shall begin on the first day of July and shall end on the last day of June each year. The budget process began in February 2023 with the Town’s Administration reviewing the current fiscal year’s (FY23) budget actuals, and the audited financial statement from FY22. Internal discussions by the Town staff to evaluate service needs were held in late February and the Town Manager and Clerk-Treasurer began formulating the expected revenues and expenses.

The Town’s Administrative staff met with Mayor Furman and Council Members Engle and Lichter (Audit Committee Co-Chairs) to review the preliminary FY24 Budget in March. The FY24 Budget Ordinance (Ordinance No. O-01-2023) was introduced at the March 13, 2023, Town Council Meeting and the Public Hearing has been scheduled for Monday, April 10, 2023, 7:00 pm. The Town notified our residents of the Public Hearing within the April Around Town Journal and provided a link to the Budget Ordinance and a detailed copy of the FY24 Budget on our website.

CURRENT FISCAL YEAR (FY23)

Our latest projection for FY23 suggests that revenues will exceed expenses by at least \$240,000 at the end of the fiscal year (June 30, 2023). The projected surplus for FY23 is largely due to the larger than anticipated revenues through income tax collections. The Town’s policy with regards to revenue surplus is to apportion any surplus funds into the CIP. In this scenario, once the surplus has been defined within the audited statements for FY23, the surplus would be apportioned into the FY25 CIP Budget.

The American Rescue Plan Act (ARPA), adopted March 2021, provided state and local jurisdictions with recovery funds to offset revenue losses due to the global health pandemic. The Town was awarded \$2,295,528, which was distributed through two payments, of which, the Town received the second distribution earlier this fiscal year. The Treasury Department has amended and clarified restrictions pertaining to the ARPA funds once again, which loosened many spending restrictions; however, the Town ARPA funds have been allocated, as originally intended, to the

Town's Storm water Management fund within the CIP to address continued storm water and flooding concerns within the community.

BUDGET OVERVIEW

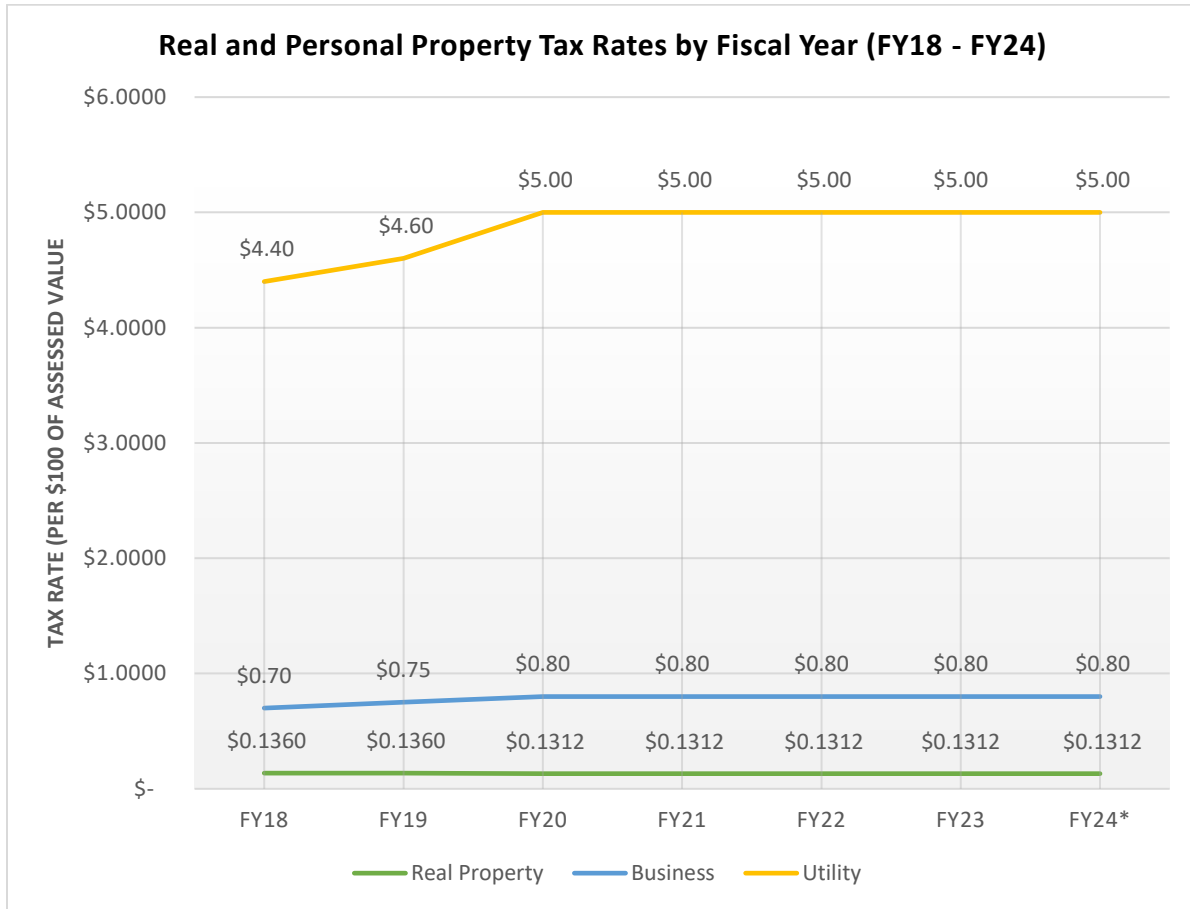
The FY24 Budget was designed to maintain our existing service levels to our residents and business community with the understanding that continued inflation may challenge Town operations with respect to expenditures. However, increased revenues from the Town's income receipts, along with funding commitments from Montgomery County following the tax duplication agreement in 2022, will allow the Town to maintain our current tax rates on Real Property, Personal Property, and the Utilities for the fifth consecutive fiscal year.

FY24 Budget Revenues

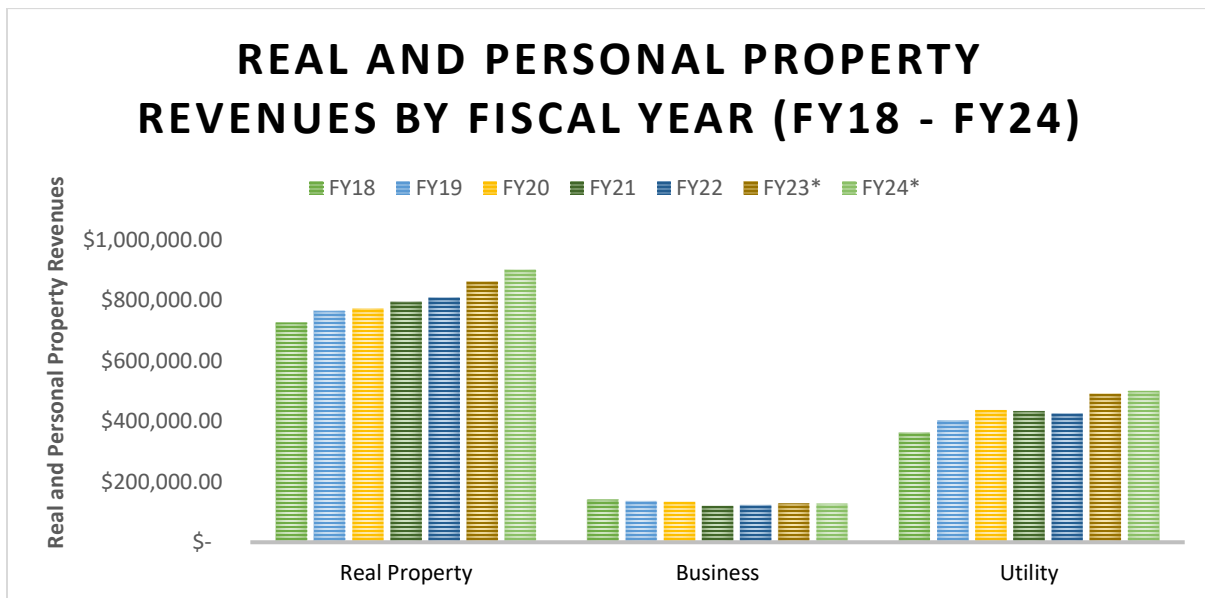
Revenue – Tax Rates

- The **Real Property tax rate will remain at (\$0.1312) per \$100 of assessed value** and is projected to generate an additional \$38,689 over our anticipated projection for FY23. This is directly attributed to increased property values, specifically pertaining to the development and redevelopment of certain residential and commercial properties.
 - The Town was exempted by the Maryland Department of Assessments and Taxation for the fiscal year, as our revenues will be less than \$25,000 more than last year at the current Real Property tax rate (\$0.1312) following assessment by SDAT.
 - The Real Property tax rate will remain at (\$0.1312) for the fifth consecutive fiscal year.
- The **Personal Property tax rate for Businesses will remain at (\$0.80) per \$100 of assessed value** and revenues are expected to remain consistent, or slightly less, than our FY23 projection following State legislation adopted in 2022, which increased the Personal Property exemption from \$2,500 to \$20,000 for business inventories.
 - The Personal Property tax rate for Businesses will remain at (\$0.80) for the fifth consecutive fiscal year.
- The **Personal Property tax rate for Utilities will remain at (\$5.00) per \$100 of assessed value** and revenues are expected to remain consistent with last year with an estimated increase in revenues of \$7,862 over our anticipated projection for FY23.
 - The Personal Property tax rate for Utilities will remain at (\$5.00) for the fourth consecutive fiscal year.

Real and Personal Property Tax Rates by Fiscal Year



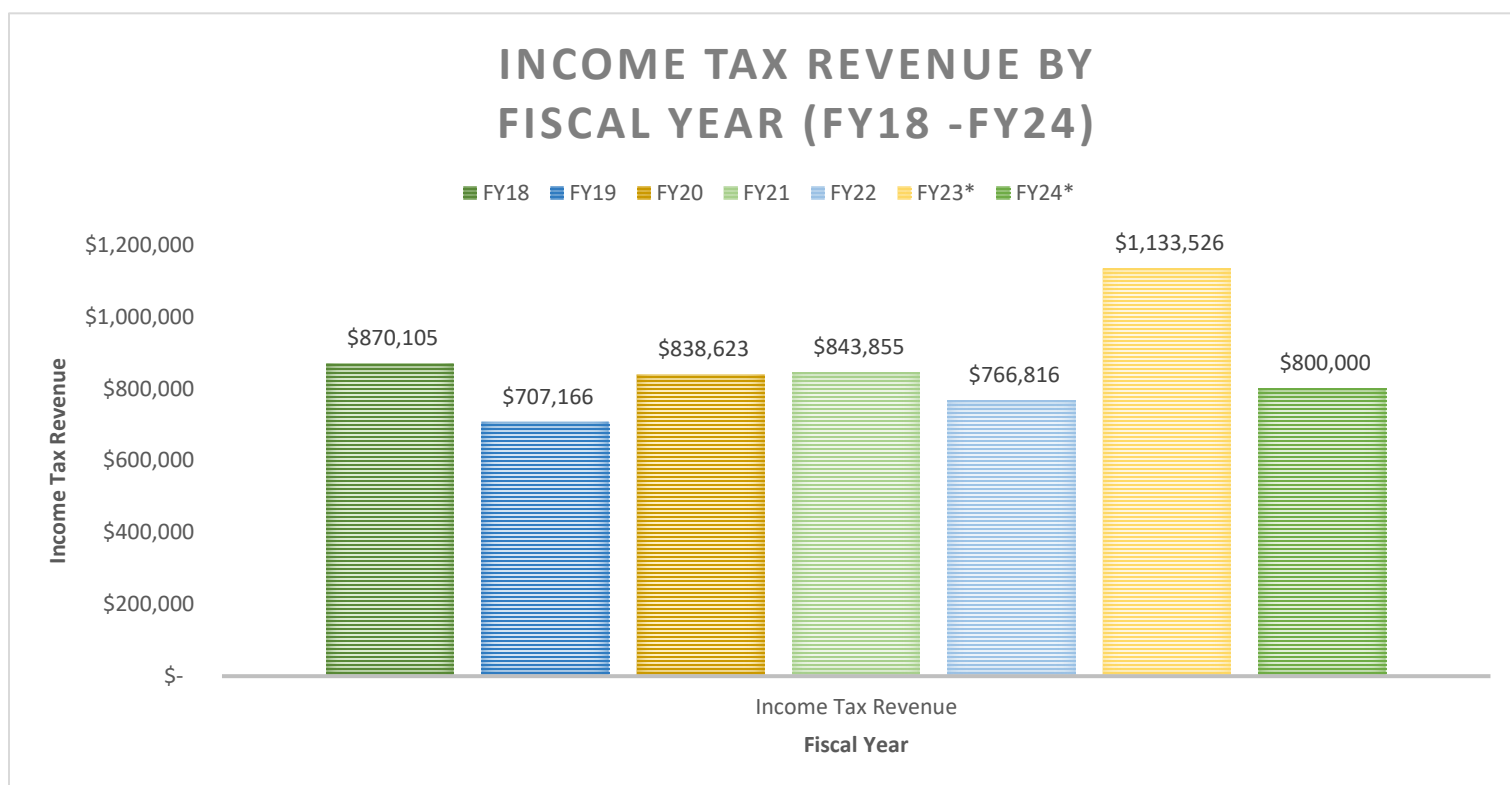
Real and Personal Property Tax Revenues by Fiscal Year



FY23* Projected; FY24* Budgeted

Revenue – Other Taxes

- The Town is anticipating income tax revenues of at least \$1,133,526 for FY23, which would mark the first time in the Town's history that income receipts will exceed \$1 million. Aside from the current fiscal year, income tax revenues have averaged \$805,313 the previous five fiscal years, which encouraged staff to amend our income revenue forecast for FY24 to \$800,000.
 - Income Tax revenue is unpredictable due to many variables. Our Income Tax projections are very conservative and are based on the information we have available at the time of budget preparation.



Income Tax Revenue by Fiscal Year

FY23* Projected; FY24* Budgeted

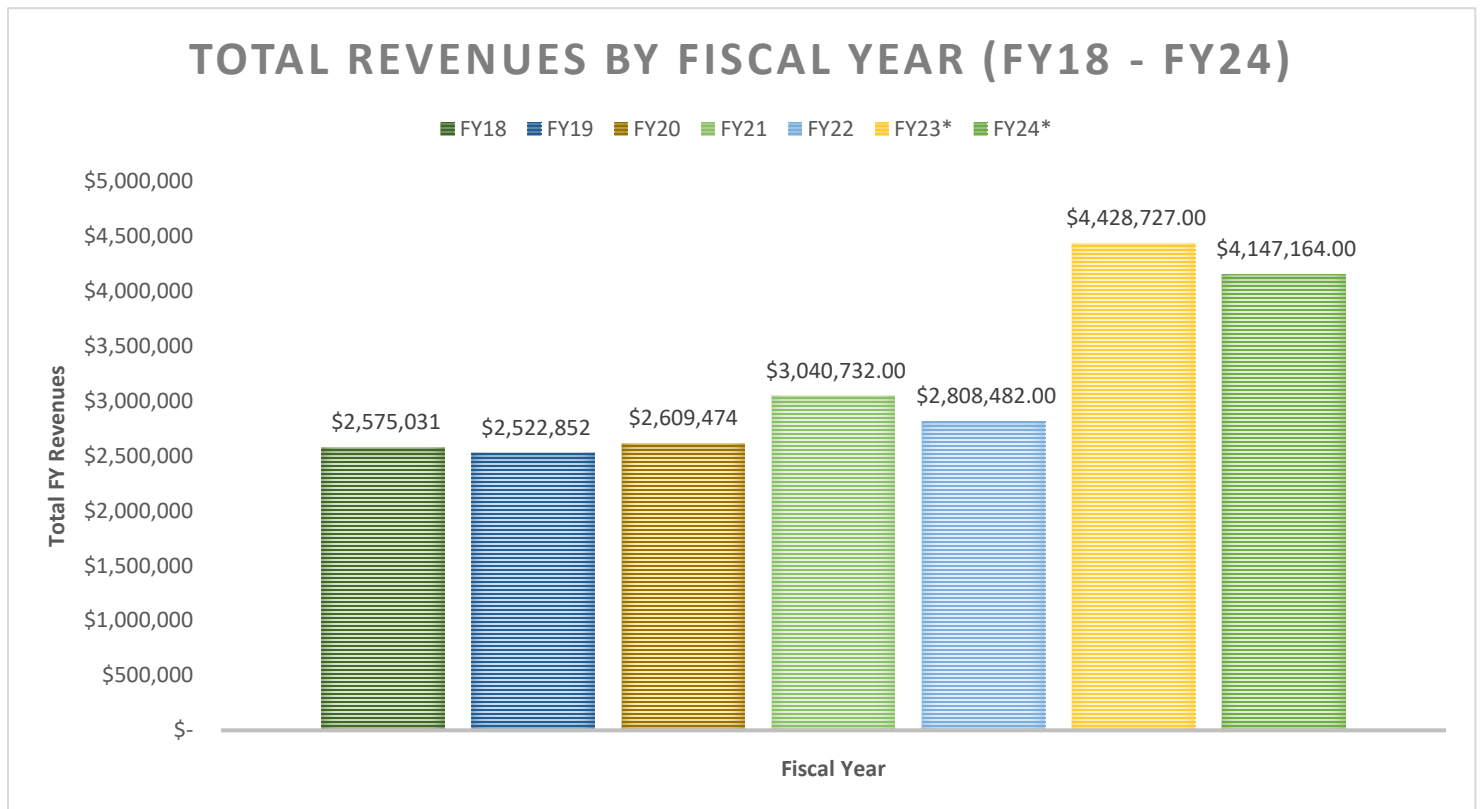
Revenue – Intergovernmental

- The Montgomery County Council adopted Bill 2-22 last year (2022) to formally clarify reimbursements to Montgomery County localities for certain services. Commonly referred to as Tax Duplication, Bill 2-22 will require Montgomery County to reimburse the Town for transportation and park related services. The Town will receive \$289,858 in FY24 and \$322,064 in FY25, which marks the full phase-in date as noted within the bill.

- Highway User Revenues (HUR's) are distributed by the State of Maryland, which is based on the number of registered vehicles within a locality. The funds are allocated to help offset costs for road improvements and we anticipate an increase once again this year following communications from the State.
 - The Town has budgeted \$136,189 in HUR funds.

Revenue - Overall

Overall, the Town's revenues remain strong compared to previous fiscal years. The HUD grant reimbursement in FY21 allowed the Town to offset costs following the parapet and veranda repairs at Town Hall in 2022, and the ARPA grant allocations in FY23 and FY24 will allow the Town to fund major storm water infrastructure improvements, as our general revenues will allow the Town to maintain our direct line services to the community.



*FY23 Projected; FY24 Budgeted
*FY23 and FY24 include ARPA revenues

FY24 Budget Expenditures

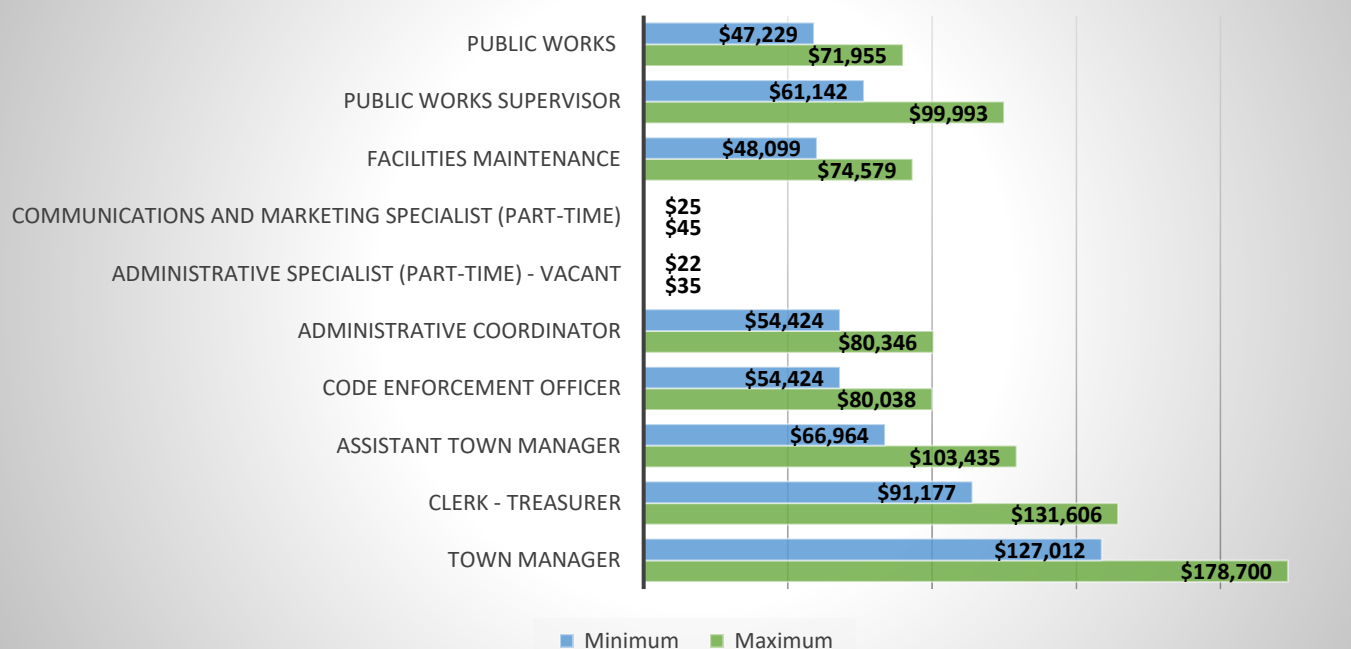
Personnel – General Government; Public Safety; and Public Works

The Town's Budget proposes a four and four-tenths (4.4) percent Cost-of-Living Adjustment (COLA) in accordance with the Consumer Pricing Index (CPI) for the Washington metropolitan

area between January 2022 and January 2023. In addition, we are requesting an additional three (3) percent market correction for certain hourly, full-time, positions within the Town to maintain market competitiveness within the region.

- We are requesting the reclassification of the Assistant to the Town Manager position to Assistant Town Manager for FY24.
- We are requesting funding for additional part-time administrative help, if necessary, for FY24.
- Within FY23, we filled the vacant Public Works position through a part-time employee and plan to make this position full-time for FY24.

FY24 SALARY SCHEDULE - TOWN OF KENSINGTON



Professional Services

We are requesting two major additions within Professional Services for FY24, to include funding for an archivist (\$8,000) to help with Town records, and an additional \$50,000, which would allow the Town to absorb, maintain, and oversee historical documents archived by the Kensington Historical Society (KHS). Within this plan, KHS would continue to operate by providing educational and community programs (Speaker Series and Summer Concerts); however, the Town would take over and oversee historical archiving. We anticipate that future funding to oversee the KHS Archives would be significantly less, as the majority of the costs are associated with upgrading the Archives room and purchasing equipment.

Economic Development and Commercial Revitalization

The FY24 Budget proposes a slight decrease overall from FY23, as funding for the Juneteenth event was moved to Parks and Recreation and reclassified as a Town Event. The FY24 Economic Development and Commercial Revitalization budget would provide increased funding to a number of our sponsored community events (Day of the Book Festival; Kensington Car Show; and Pumkin Rock N' Roll) and would also establish a Public Safety Appreciation Program (\$10,000), in which the Town would possibly host an event to thank the Montgomery County Police and Kensington Volunteer Fire Department for their service to our community.

Parks and Recreation

The FY24 Parks and Recreation Budget is requesting an additional \$58,600 compared to FY23, in which the majority of the requested funds are related to reclassifying Juneteenth (\$12,000) as a Town event, and to provide funding (\$25,000) for a 130th Anniversary celebration of the Town in April 2024. In addition, we are requesting additional funding to offset costs associated with our landscape contractor and costs associated with bringing electricity and security cameras to most of our Town Parks.

Within FY23, electricity was brought to Clum-Kennedy Park, Reinhardt Park, and St. Paul Park in an effort to place security cameras following a number of incidents.

Town Municipal Events

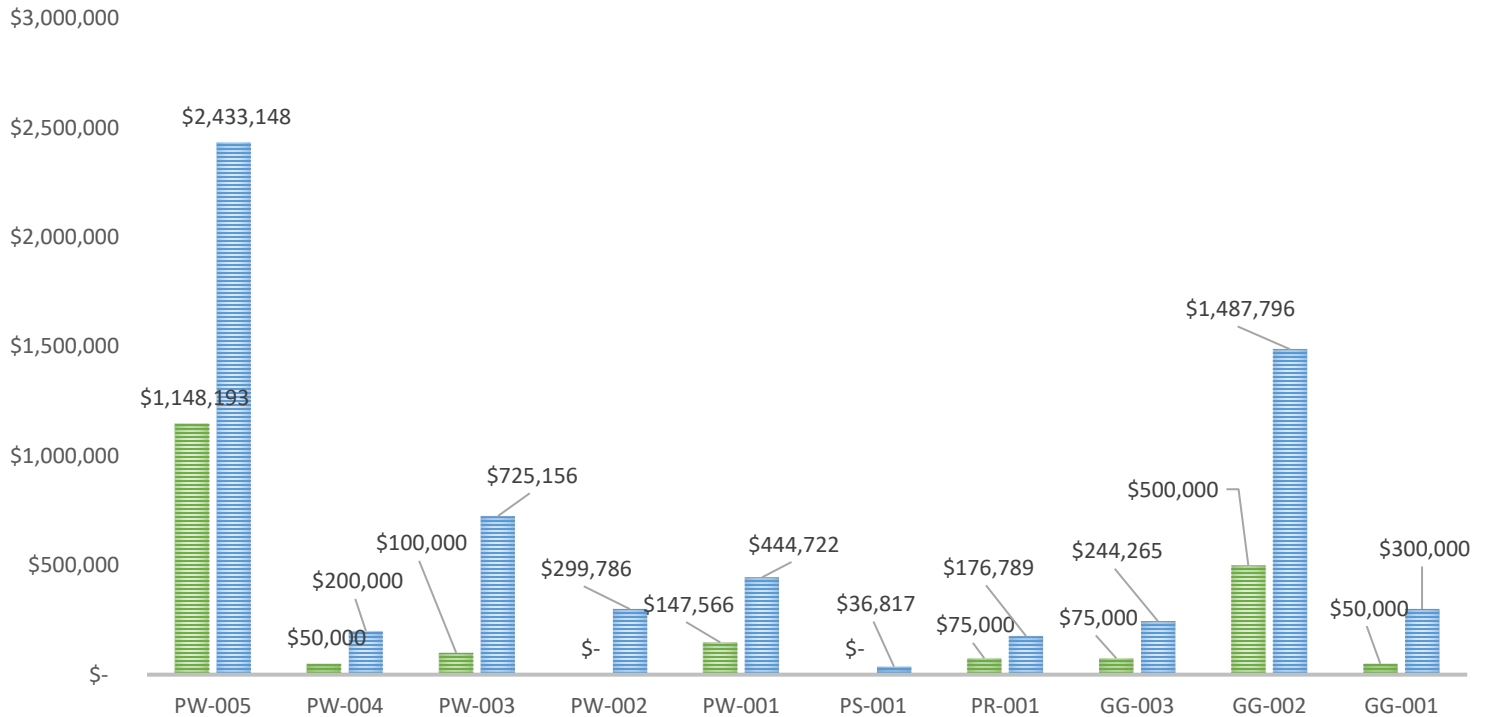
The FY24 Budget proposes funding for the annual Labor Day Parade and Festival, establishing Juneteenth as an official Town event, and expanding the Light Up K-Town event in December.

Capital Improvements Program (CIP)

The Town has a non-lapsing CIP that funds our infrastructure and capital assets. The CIP program is directly funded by any surplus from the previous fiscal year. FY22 yielded a surplus of \$972,962, following the Audit, in which an estimated \$997,566 will be allocated to our CIP for FY24, along with the second ARPA allocation of \$1,148,193. The ARPA disbursements will have been allocated to the CIP to address storm water and flooding concerns within the community.

CAPITAL IMPROVEMENT PROGRAM - TOWN OF KENSINGTON

■ FY24 Proposed Allocation ■ Projected Funding July 1, 2023



CIP Accounts

GG-001 – Capital Reserve – This is a reserve fund for various capital projects and may be used as a transfer account to fund other CIP programs or projects.

GG-002 – Property Acquisition – This is a fund account for the purchase of land specifically related to a new Public Works facility.

GG-003 – Town Hall Improvements – This is a fund account for improvements at Town Hall.

PR-001 – Town Parks and Playground Improvements – This is a fund account for improvements and renovations at Town Parks.

PS-001 – Street Light Program – This is a fund account for the maintenance or upgrade of streetlights within the Town.

PW-001 – Bridge Reconstruction & Renovation Program – This is a fund account for the reconstruction and/or renovation of all bridges under the Town's jurisdiction.

PW-002 – Equipment & Vehicle Replacement Program – This is a fund account for the purchase and/or replacement of Town equipment and vehicles.

PW-003 – Pavement Management Program – This is a fund account for street maintenance and reconstruction.

PW-004 – Public Works Facility Improvements – This is a fund account for improvements or construction of a new Public Works facility.

PW-005 – Storm Drain Reconstruction & Renovation Program (ARPA Funds) – This is a fund account for the maintenance and reconstruction of storm drains within the Town’s jurisdiction.

Proposed FY24 CIP

1. Engineering Design Services and Construction Management Bridge maintenance for the Kensington Parkway, Kent Street, and Frederick Avenue bridges. Estimate: \$145,000
2. Construction and repair for the Kensington Parkway, Kent Street, and Frederick Avenue bridges. Estimate: \$300,000
3. Hydrological storm drains analysis and mapping. Estimate: \$75,000 - \$100,000.
 - a. The storm drain analysis will provide recommendations for improvements to our storm drain network. Improvements will be funded by the ARPA funds.
4. Street repair and resurfacing of certain Town streets, including the annexation area. Estimate: \$250,000.
 - a. This does not include the current allocation of CIP funds for street repair and resurfacing that will overlap multiple fiscal years.
5. Add a sidewalk to connect Kensington Parkway (north) to St. Paul Park: Estimate \$200,000.
6. Replace the existing Ford F-250 with a Ford F-350 w/lift gate and plow package. Estimate: \$35,000.
7. Acquisition of certain property for a future Public Works facility. Estimate: \$900,000 - \$1,500,000.
8. Acquisition of certain property for public parking within the Kensington Business District.

Resolution No. R-08-2023
Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Brudis & Associates, Inc., for Design Engineering and Project Management Services for the Rehabilitation of Three Town Bridges.

WHEREAS, the Town issued a Request for Proposals ("RFP") for engineering design services in drafting a Request for Bids for the construction services for maintenance and rehabilitation of Bridge No. M-K-02X01 carrying Frederick Avenue, Bridge No. M-K-03001 carrying Kensington Parkway, and Bridge No. M-K-04001 carrying Kent Street, all over Silver Creek located in the Town ("Bridges") and for construction management and inspection services for this project; and

WHEREAS, Brudis & Associates, Inc., was the successful bidder in the RFP 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 Brudis & Associates, Inc., for the contract price of \$124,205.00, on the terms and conditions as set out in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Town of Kensington, Maryland, that the Town Manager be and is hereby authorized to enter into a contract in substantially the form attached, with a contract price of \$124,205.00.

Adopted by the Town Council this 10th day of April, 2023.

Effective this 10th day of April, 2023.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective this ____ day of _____, 2023 by and between the TOWN OF KENSINGTON (the “Town”), a municipal corporation of the State of Maryland and Brudis & Associates, Inc. (“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 rehabilitation of Bridge No. M-K-02X01 carrying Frederick Avenue, Bridge No. M-K-03001 carrying Kensington Parkway, and Bridge No. M-K-04001 carrying Kent Street, all crossing over Silver Creek, located in the Town, and to review Proposers' references, evaluate the Proposers' bids, and provide construction project support, management and inspection services (“Project”); and

WHEREAS, the Town desires that Consultant provide such services.

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

1. Appointment. The Town hereby engages Consultant, as an independent 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 review Proposers' references, evaluate the Proposers' bids, and provide construction project support, management and inspection 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. Within ten (10) days of the Notice-to-Proceed, Consultant shall provide a calendar schedule for each task listed herein for approval by the Town Manager. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement, 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 \$124,205.00 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 Agreement and are termed the Contract Documents:

Exhibit A Engineer Proposal dated 3/13/2023
Town Request for Proposals
Required affidavits and certifications
Insurance certificates and additional insured endorsement
Agreed schedule of work
M-K-02X01 2022 Bridge Inspection Report
M-K-03001 2021 Bridge Inspection Report
M-K-03001 2021 Scour Critical Bridge Plan of Action
M-K-04001 2021 Bridge Inspection Report

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 Agreement 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 written notice of any 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 Agreement 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 may 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 Agreement.

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

Brudis & Associates, Inc.
11000 Broken Land Pkwy
Suite 450
Columbia MD 21044

19. 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.

20. 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.

21. 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.

22. 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.

23. Counterparts. The parties may execute this Agreement in counterparts, 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 Agreement shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

24. Ownership and Use of Documents. All documents, materials or data developed as a result of this Agreement 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 Agreement.

25. Changes. The Town may unilaterally increase or decrease ("Change") the work, materials and services to be performed. The Change must be in writing and within the general scope of the Agreement. The Agreement will be modified to reflect any time or money adjustment the Consultant is entitled to receive or to provide to the Town. 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.

26. 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 Agreement 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 Agreement.

27. 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.

28. Performance During Dispute. Unless otherwise directed by the Town, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved

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

IN WITNESS WHEREOF, 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:

BRUDIS & ASSOCIATES, INC.

By: _____
Name:

Title:

Approved as to form and legal sufficiency:

Suellen M. Ferguson,
Attorney for the Town of Kensington

Resolution No. R-09-2023

Adopted:

A Resolution of the Kensington Town Council Confirming Appointments
Made by the Mayor to the Development Review Board.

WHEREAS, Chapter II, “Government and Administration”, Article 1, “Town Offices and Procedures”, Section 2-102, “Standing Committees”, of the Town Code states that the Mayor and Council shall agree upon and specify the duties of each member of the Council, and such duties shall not be changed without the consent of the Mayor and Council; and

WHEREAS, the Mayor and Town Council created the Development Review Board (“DRB”) by Resolution, No. R-05-2013, consisting of five (5) members to be appointed from time-to-time by the Mayor, with approval of the Council, along with two (2) Council Members to be assigned at the Town’s annual Organizational Meeting; and

WHEREAS, the Mayor has proposed re-appointing Mark Hudson (Business) and Leslie Maxam (Resident) for two-year terms on the Development Review Board; and

NOW, THEREFORE, BE IT RESOLVED by the Kensington Town Council that the following appointments by the Mayor are confirmed as follows:

Mark Hudson	Business	3804 Howard Avenue	Two Year Term Expires	4-30-2024
Leslie Maxam	Resident	3913 Warner Street	Two Year Term Expires	4-30-2024
Darin Bartram	Council	3515 Farragut Avenue	Council Assignment	6-30-2023
Conor Crimmins	Council	10547 St. Paul Street	Council Assignment	6-30-2023

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kensington Town Council that the following terms continue as follows:

Mike Henehan	Professional	3951 Baltimore Street	Two Year Term Expires	4-30-2024
Andrew Roud	Professional	3814 Washington Street	Two Year Term Expires	4-30-2024
Michael Gordon	Resident	3420 Wake Drive	Two Year Term Expires	4-30-2024

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 10th day of April, 2023.

EFFECTIVE the 10th day of April, 2023.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor