

Mayor Tracey Furman

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



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

Released: June 10, 2024
Revised: June 12, 2024

**Wednesday, June 12, 2024
Town Council Meeting – Closed Session, 5:30 pm**

CALL TO ORDER

THE MAYOR AND TOWN COUNCIL

1. Closed Session:

- a. Motion to call for a Closed Session pursuant to State Government Article §3-305(b)(1)(ii)(7), "Closed Session", to consult with counsel to obtain legal advice.
 - 10401 Connecticut Avenue (BCTGM)
 - 10415 Montgomery Avenue (M&T Bank Drive-Thru)
 - 10524 and 10526 St. Paul Street (Pepco Vacant Lots)
 - a. *No Action will be taken on items to be discussed during the Closed Session with the Town Attorney.*

ADJOURNMENT

**Wednesday, June 12, 2024
Town Council Meeting – Public Session, 7:00 pm**

The Town Council Meeting will be held in person and via the Zoom Video Conferencing application.

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

<https://us02web.zoom.us/j/85744749899?pwd=m1zKid02AVJETYu5bFvQ2wtZa1xOhs.1>

Meeting ID: 857 4474 9899

Password: 991658

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

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

CALL TO ORDER

PLEDGE OF ALLEGIENCE

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Council Meeting Minutes of May 10, 2024
Special Town Council Meeting Minutes of May 23, 2024

THE MAYOR AND TOWN COUNCIL

1. Certification of the June 3, 2024, Town Election:

- Announce the Certification of the June 3, 2024, Town Election, as Declared by the Board of Supervisors of Elections.

2. 10335 Kensington Parkway (Sign Variance – Continued):

- The Council will consider providing a Variance to allow a monument (freestanding) sign in excess of six feet (6'), in accordance with Section 6-104 (c) of the Town Code.

3. 3401 Ferndale Street (Fence Variance Hearing):

- The Council will consider providing a Variance to allow a six-foot (6') fence to be placed within the front plane of the property, in accordance with Section 5-109, "Fences, Walls and Retaining Walls", of the Town Code.

4. 3505 Kent Street (Driveway Variance):

- The Council will consider providing a Variance to allow a driveway width of 13 feet, 10 inches (13'10"), in accordance with Section 5-107, "Driveways and Parking Surfaces – Single Family Residential Zones", of the Town Code.

5. St. Paul Park Alcohol Waiver – Juneteenth Celebration:

- The Council will Motion to provide a waiver to allow alcohol at St. Paul Park for the Town's 3rd Annual Juneteenth Celebration on Saturday, June 15, 2024.

THE TOWN MANAGER AND STAFF

1. Town Public Parking Concerns:

- a. The Council will be organizing a task force at our Organizational Meeting (7/10) to address and review public parking concerns throughout the Town.

ORDINANCES, RESOLUTIONS, AND REGULATIONS

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

1. **Resolution No. R-12-2024** - A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to Award a contract for Survey Services to evaluate the existing storm drain inlets, pipe inverts, and underground utilities in

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

coordination with the St. Paul Street and Farragut Avenue Storm Drain projects; and to Award this contract to the lowest received proposal in an amount not to exceed \$30,000.

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:

July 10, 2024, 7:00 pm

Mayor Tracey Furman

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



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

June 3, 2024

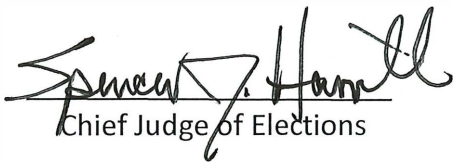
Re: June 3, 2024, Town Election
Election Results

Dear Mayor and Town Council:

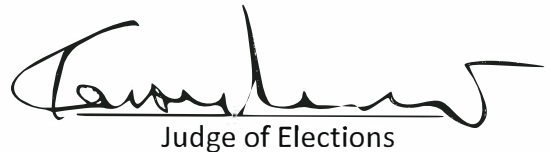
In March 2022, the Town passed a Charter Resolution that amended Section 710 of Article VII to state, "if the number of qualified candidates is not more than the number of seats to be filled, then no election will be held, and the qualified candidates shall be declared elected for the term by the Board of Supervisors of Elections at the next public meeting of the Mayor and Council."

In accordance with Article VII, "Registration, Nominations, and Elections", Section 710, "Conduct of Elections", of the Town Charter, it has been determined by the Board of Supervisors of Elections that the Town may forgo a formal election, as Tracey Furman for Mayor, Nate Engle and Ann Lichter for Council Member, were the only candidates to file for the June 3, 2024, Town Election.

Now, therefore, Tracey Furman for Mayor, Nate Engle and Ann Lichter for Council Member shall be declared elected by the Board of Supervisors of Elections at the June 12, 2024, Town Meeting.


Chief Judge of Elections


Judge of Elections


Judge of Elections


Attest: Susan Engels
Clerk - Treasurer

Dear Kensington City Council,

I am Glen Kessler, the Founder and Director of Compass Art Center, the new tenant at 10335 Kensington Parkway. I am seeking a variance to permit me to continue to use the existing monument sign at 10335 Kensington Parkway. I am aware that this monument sign has had signs in it for many years, and I intend to use the existing monument "as is" with only our new organizations' approved images in the place of the old ones.

I hope you may appreciate that as a new business, my start-up expenses are quite astounding. I have done everything I can to create a beautiful space for our community to enjoy and it has come at considerable personal cost. I had not earmarked money to pay for a new monument, only for the plastic signs that would go in it. It would be very difficult for me to afford even the removal of the current monument, much less the creation of an entirely new one. And I think we can all agree that the temporary banner hanging on the monument is not a pretty option either. I hope the council can approve my request for this variance so I can quickly and tastefully begin advertising what we offer inside our walls, and become an asset to the Kensington community for years to come.

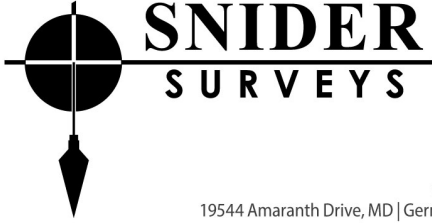
Thank you for your consideration,

Glen Kessler

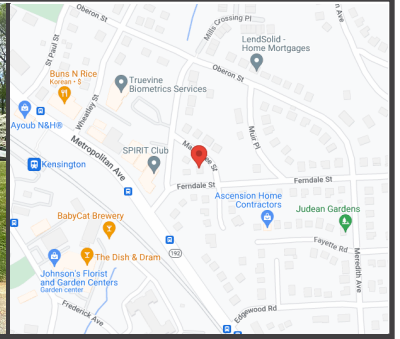
www.GlenKessler.com

www.TheCompassAtelier.com





office: 301-948-5100
19544 Amaranth Drive, MD | Germantown, MD 20874

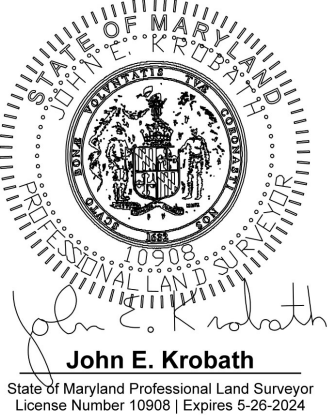
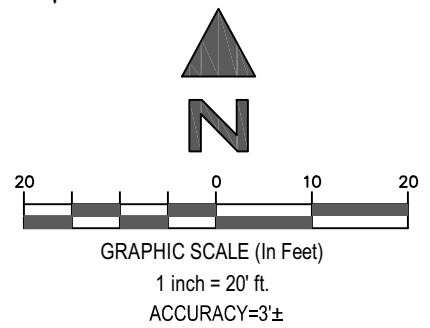
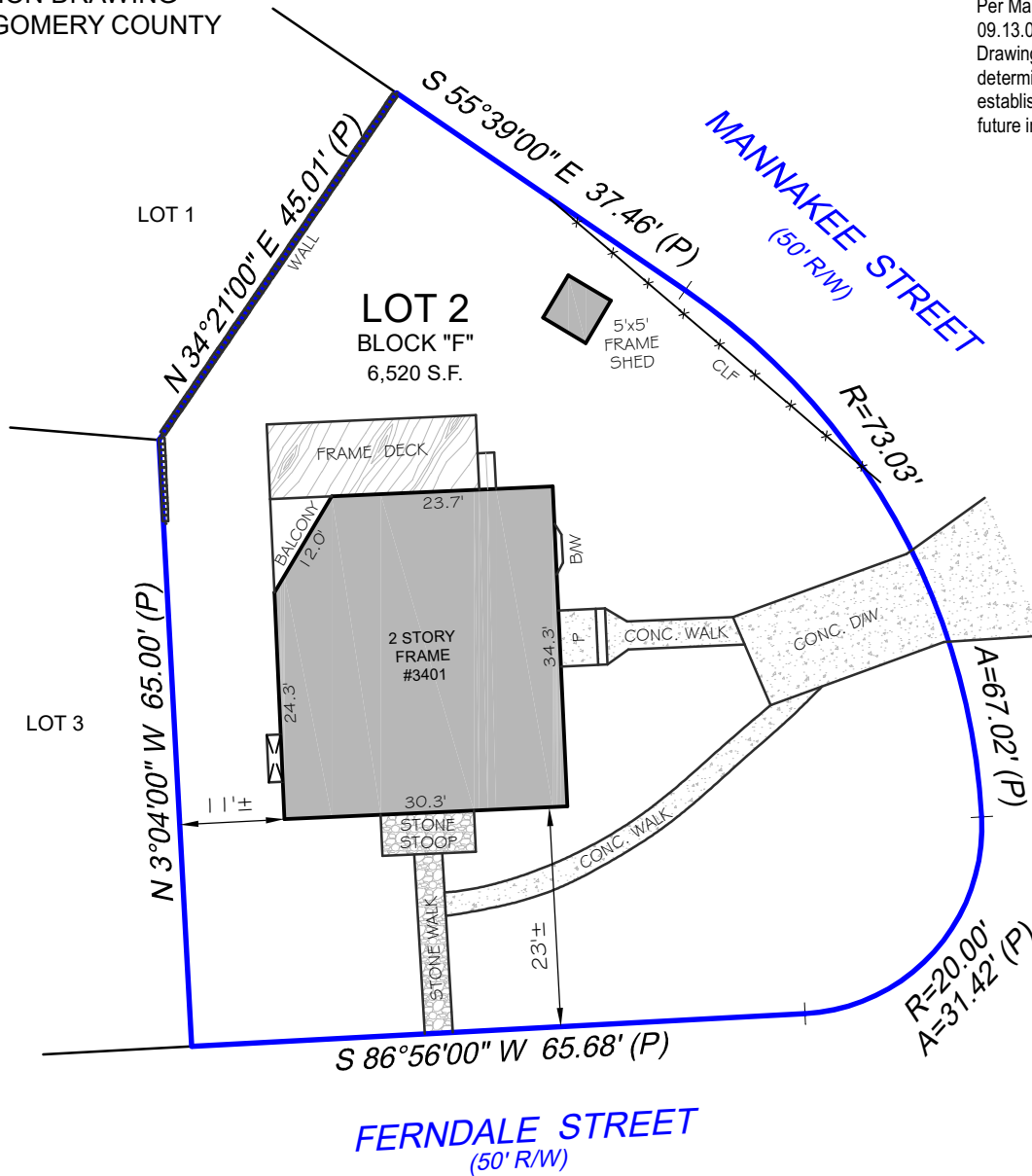


PROPERTY ADDRESS: 3401 FERNDALE STREET, KENSINGTON, MARYLAND 20895

SURVEY NUMBER: 2404.4084

2404.4084
LOCATION DRAWING
MONTGOMERY COUNTY

PLEASE NOTE
Per Maryland State Code, Sec. 09.13.06.06, this House Location Drawing is not to be relied upon to determine property boundaries or the establishment or location of existing or future improvements.



SURVEYORS CERTIFICATION:
THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH C.O.M.A.R. SECTION 09.13.06.06 AS NOW ADOPTED BY THE MARYLAND BOARD FOR PROFESSIONAL LAND SURVEYORS AND IS OF BENEFIT TO A CONSUMER ONLY INsofar AS IT IS REQUIRED BY A LENDER OR A TITLE COMPANY IN CONNECTION WITH CONTEMPLATED TRANSFER, FINANCING OR REFINANCING THE PROPERTY DEPICTED HEREON.

POINTS OF INTEREST:
NONE VISIBLE



SNIDER & ASSOCIATES
LB:21937
office: 301-948-5100
19544 Amaranth Drive, MD | Germantown, MD 20874
a division of Exacta Land Surveyors, LLC



DATE SIGNED: 04/25/24
FIELD WORK DATE: 4/25/2024
REVISION DATE(S): (REV.0 4/25/2024)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

JOB SPECIFIC SURVEYOR NOTES:

THE DIMENSIONS AND DIRECTIONS SHOWN HEREON HAVE BEEN REFERENCED TO A PLAT AS RECORDED IN PLAT BOOK 22 AT PAGE 1405 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND

FOR LOCATION SURVEYS THE ACCURACY EQUALS THREE FEET PLUS OR MINUS

LEGAL DESCRIPTION:

LOT 2, BLOCK "F", HOMEWOOD AS PER PLAT RECORDED IN PLAT BOOK 22 AS PLAT 1405 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

GENERAL SURVEYOR NOTES:

- This plat is of benefit to the consumer insofar as it is required by a lender or title insurance company or its agent in connection with contemplated transfer, financing or refinancing.
- This House Location Drawing, it is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
- This House Location Drawing, it does not provide for the accurate identification of the property boundary lines, but this identification might not be required for the transfer of title or securing financing or refinancing.
- Unless otherwise noted, no title report was reviewed by the surveyor. Easements, restrictions, and/ or right-of-way may exist that are not shown.
- Underground facilities not shown, may exist.
- This House Location Drawing does not address wetlands, contaminated waste or toxic soil conditions, nor have any reports, studies or information regarding such been provided to this surveyor.
- The information contained on this survey has been performed exclusively, and is the sole responsibility, of Snider & Associates. Additional logos or references to third party firms are for informational purposes only.
- Structures are measured at ground level +/-.
- Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
- Building measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.
- This House Location Drawing, it is for informational purposes only. Per Maryland State code it may NOT be relied upon to determine boundaries and may NOT be used for building permits or construction.
- Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 2 feet.
- Fences, as shown, were located by approximate methods.

SURVEYOR'S LEGEND

<p>LINETYPES</p> <p>— Boundary Line</p> <p>--- Center Line</p> <p>--- Chain Link or Wire Fence</p> <p>--- Easement</p> <p>--- Edge of Water</p> <p>— Iron Fence</p> <p>— OHL - Overhead Lines</p> <p>— Structure</p> <p>--- Survey Tie Line</p> <p>— Vinyl Fence</p> <p>— Wall or Party Wall</p> <p>— Wood Fence</p>		<p>SYMBOLS</p> <p>⊕ Benchmark</p> <p>⊕ Center Line</p> <p>Δ Central Angle or Delta</p> <p>↗ Common Ownership</p> <p>▲ Control Point</p> <p>▩ Catch Basin</p>	
<p>SURFACTYPES</p> <p>Asphalt</p> <p>Brick or Tile</p> <p>Concrete</p> <p>Covered Area</p> <p>Water</p> <p>Wood</p>		<p>ABBREVIATIONS</p> <p>(C) - Calculated</p> <p>(D) - Deed</p> <p>(F) - Field</p> <p>(M) - Measured</p> <p>(P) - Plat</p> <p>(R) - Record</p> <p>(S) - Survey</p> <p>A/C - Air Conditioning</p> <p>AE - Access Easement</p> <p>ANE - Anchor Easement</p> <p>(T) ASBL - Accessory Setback</p> <p>B/W - Bay/Box Window</p> <p>BC - Block Corner</p> <p>BFP - Backflow Preventer</p> <p>BLDG - Building</p> <p>BLK - Block</p> <p>BM - Benchmark</p> <p>BR - Bearing Reference</p> <p>BRL - Building Restriction Line</p> <p>BSMT - Basement</p> <p>C - Curve</p>	
<p>LINE TYPES</p> <p>— Center Line</p> <p>— Covered Porch</p> <p>— Concrete Slab</p> <p>CATV - Cable TV Riser</p> <p>CB - Concrete Block</p> <p>CH - Chord Bearing</p> <p>CHIM - Chimney</p> <p>CLF - Chain Link Fence</p> <p>CME - Canal Maintenance Easement</p> <p>CO - Clean Out</p> <p>CONC - Concrete</p> <p>COR - Corner</p> <p>CS/W - Concrete Sidewalk</p> <p>CUE - Control Utility Easement</p> <p>CVG - Concrete Valley Gutter</p> <p>D/W - Driveway</p> <p>DE - Drainage Easement</p> <p>DF - Drain Field</p> <p>DH - Drill Hole</p> <p>DUE - Drainage & Utility Easement</p> <p>ELEV - Elevation</p> <p>EM - Electric Meter</p> <p>ENCL - Enclosure</p> <p>ENT - Entrance</p> <p>EOP - Edge of Pavement</p> <p>EOW - Edge of Water</p> <p>ESMT - Easement</p> <p>EUB - Electric Utility Box</p> <p>F/DH - Found Drill Hole</p> <p>FCM - Found Concrete Monument</p> <p>FF - Finished Floor</p>		<p>FIP - Found Iron Pipe</p> <p>FIPC - Found Iron Pipe & Cap</p> <p>FIR - Found Iron Rod</p> <p>FIRC - Found Iron Rod & Cap</p> <p>FN - Found Nail</p> <p>FN&D - Found Nail & Disc</p> <p>FRSPK - Found Rail Road Spike</p> <p>GAR - Garage</p> <p>GM - Gas Meter</p> <p>ID - Identification</p> <p>IE/EE - Ingress/Egress Easement</p> <p>ILL - Illegible</p> <p>INST - Instrument</p> <p>INT - Intersection</p> <p>IRRE - Irrigation Easement</p> <p>L - Length</p> <p>LAE - Limited Access Easement</p> <p>LBE - Limited Buffer Easement</p> <p>LE - Landscape Easement</p> <p>LME - Lake/Landscape Maintenance Easement</p> <p>LS# - License No. (Surveyor)</p> <p>MB - Map Book</p> <p>ME - Maintenance Easement</p> <p>MES - Mitered End Section</p> <p>MF - Metal Fence</p> <p>MH - Manhole</p> <p>NR - Non-Radial</p> <p>NTS - Not to Scale</p> <p>NAVD88 - North American Vertical Datum 1988</p>	
<p>NGVD29 - National Geodetic Vertical Datum 1929</p> <p>OG - On Ground</p> <p>ORB - Official Records Book</p> <p>ORV - Official Record Volume</p> <p>O/A - Overall</p> <p>O/S - Offset</p> <p>OFF - Outside Subject Property</p> <p>OH - Overhang</p> <p>OHL - Overhead Utility Lines</p> <p>ON - Inside Subject Property</p> <p>P/E - Pool Equipment</p> <p>PB - Plat Book</p> <p>PC - Point of Curvature</p> <p>PCC - Point of Compound Curvature</p> <p>PCP - Permanent Control Point</p> <p>PI - Point of Intersection</p> <p>POB - Point of Beginning</p> <p>POC - Point of Commencement</p> <p>PRC - Point of Reverse Curvature</p> <p>PRM - Permanent Reference Monument</p> <p>PSM - Professional Surveyor & Mapper</p> <p>PT - Point of Tangency</p> <p>PUE - Public Utility Easement</p> <p>R - Radius or Radial</p> <p>R/W - Right of Way</p> <p>RES - Residential</p> <p>RGE - Range</p> <p>ROE - Roof Overhang Easement</p> <p>RP - Radius Point</p>		<p>S/W - Sidewalk</p> <p>SBL - Setback Line</p> <p>SCL - Survey Closure Line</p> <p>SCR - Screen</p> <p>SEC - Section</p> <p>SEP - Septic Tank</p> <p>SEW - Sewer</p> <p>SIRC - Set Iron Rod & Cap</p> <p>SMWE - Storm Water Management Easement</p> <p>SN&D - Set Nail and Disc</p> <p>SQFT - Square Feet</p> <p>STL - Survey Tie Line</p> <p>PB - Plat Book</p> <p>SV - Sewer Valve</p> <p>SWE - Sidewalk Easement</p> <p>TBM - Temporary Bench Mark</p> <p>TEL - Telephone Facilities</p> <p>TOB - Top of Bank</p> <p>TUE - Technological Utility Easement</p> <p>TWP - Township</p> <p>TX - Transformer</p> <p>TYP - Typical</p> <p>UE - Utility Easement</p> <p>UG - Underground</p> <p>UP - Utility Pole</p> <p>UR - Utility Riser</p> <p>VF - Vinyl Fence</p> <p>W/C - Witness Corner</p> <p>W/F - Water Filter</p> <p>WF - Wood Fence</p> <p>WM - Water Meter/Valve Box</p> <p>WV - Water valve</p>	

CERTIFIED TO:
ZAKARY BOYER;

FLOOD ZONE INFORMATION:

DATE SIGNED: 04/25/24

BUYER: ZAKARY BOYER

LENDER:

TITLE COMPANY:

COMMITMENT DATE: NOT REVIEWED

CLIENT FILE NO:

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES



SNIDER & ASSOCIATES
LB:21937
office: 301-948-5100
19544 Amaranth Drive, MD | Germantown, MD 20874
a division of Exacta Land Surveyors, LLC



Exacta Land Surveyors, LLC
1220 E Churchville Road | Suite 100
Bel Air, MD 21014LB# 21535

Contact Us
444.692.6523
Toll Free: 866.735.1916
www.exactamd.com

STATE OF MARYLAND REQUIRED APPROVAL FORM

Prior to closing, please sign & email this page to orders@exactamd.com for comar compliance

Exacta Land Surveyors, LLC. has been requested to prepare a location drawing. A location drawing shows the property inspected and the locations of buildings or other visible improvements affecting the property. **A location drawing is not a boundary survey and cannot be relied upon by anyone to show where the property's boundaries lie.**

The only purpose of a location drawing is to provide some assurance that improvements are located on the property. This assurance is for the use of a lender or an insurer only. If a boundary survey, which could be relied upon for various purposes (for example setting the property markers, erecting a fence, building a garage, or making other improvements on the property) is desired, a surveyor should be contacted independently.

The cost of a boundary survey will be greater than the cost of a location drawing. For further information, contact: Exacta Land Surveyors, LLC at 1220 E Churchville Road, Suite 100, Bel Air, MD 20613, (443) 692-6523 or www.exactamd.com.

I/we have read and understand that, in the absence of any problem revealed by or during the preparation of this drawing, it will be all that is required by the lending institutions and title companies for settlement

I/we request a boundary survey that will include a location drawing, and will identify property boundary lines and mark property boundary corners. I/we have read and understand that this may not be required for settlement purposes.

Customer(s) Signature: _____

Date: _____

Phone Number: _____

This form is in connection with the purchase or refinancing of the property located at:

Property Address: 3401 FERNDAL STREET, KENSINGTON, MARYLAND 20895

Client Name: SELF PAY - SNIDER

Job Number: 2404.4084

Legal Description:

LOT 2, BLOCK "F", HOMEWOOD AS PER PLAT RECORDED IN PLAT BOOK 22 AS PLAT 1405 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

POTOMAC FENCES, INC.

301-468-1228

12411 WASHINGTON AVE. ROCKVILLE MD 20852

FAX 301-984-1120 | FIND US ON FACEBOOK!

OFFICE@POTOMACFENCE.COM | WWW.POTOMACFENCE.COM

BONDED-INSURED-LICENSED

CONTRACTOR

MD#9989

DC#420216000091

SERVING YOUR COMMUNITY SINCE 1975 – 3 GENERATIONS FAMILY OWNED & OPERATED

— CONTRACT —

WE PROPOSE, SUBJECT TO ACCEPTANCE, TO SELL AND TO INSTALL ON YOUR PROPERTY THE FENCING MATERIALS ENUMERATED BELOW, AND WE HEREWITH SUBMIT CONTRACT FOR MATERIALS AND LABOR AT THE REQUEST ORDER OF:

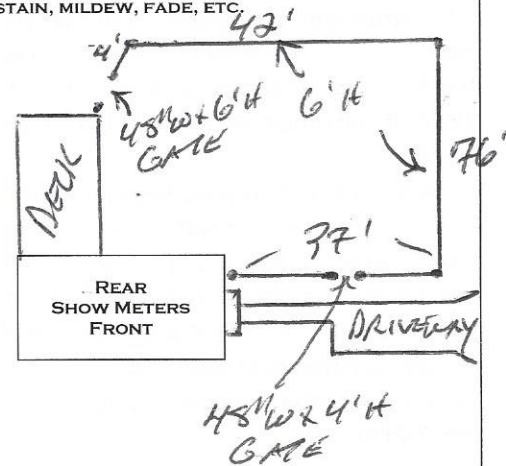
OWNER NAME: ZAKARY BOYER	JOB ADDRESS: SAME
ADDRESS: 3401 FERNDALE ST.	
CITY/STATE/ZIP: KENSINGTON, MD 20895	PHONE: 636-232-3813
EMAIL: Boyer@BirechcreekDev.COM	DATE: 04-16-24

APPROXIMATE START DATE: 3-4 WEEKS APPROXIMATE COMPLETION 1-5 DAYS UTILITIES YES NO

WORK SCHEDULE VARIES DUE TO WEATHER AND MATERIAL AVAILABILITY. JOBS ARE SCHEDULED IN THE ORDER THEY ARE RECEIVED. YOU WILL RECEIVE A CALL APPROXIMATELY A WEEK BEFORE WE ARE READY TO INSTALL FOR SCHEDULING.

WOOD IS A NATURAL PRODUCT THAT MAY CRACK, SPLIT, WARP, TWIST, STAIN, MILDEW, FADE, ETC.

POTOMAC FENCES TO FURNISH AND INSTALL APPROX. 126 FT. OF 6' FT. HIGH 1x4 WESTERN RED CEDAR (WRC) FLAT BOARD FENCE WITH 1x4 WRC CAP AND TOP AND BOTTOM FENCE BOARDS. 2x4 PT FRAMING BOUNDS ONE - 48" W x 6' H 1x4 WRC FLAT BOARD GATE W/ FLAT TOP. TO INSTALL APPROX 37' FT. OF 1x4 WRC FLAT BOARD FENCE 4' FT HIGH W/ CAP & TOP & BOTTOM FENCE BOARDS. ONE - 48" W x 4' H 1x4 WRC FLAT BOARD GATE W/ FLAT TOP. POST AND RAIL W/ 5" D BRUSH CAPS & NY PACKED IN CONCRETE



***THE PURCHASER IS RESPONSIBLE FOR IDENTIFYING ALL PROPERTY LINES**

TO ACCEPT CONTRACT, SIGN 2 COPIES, KEEP 1 COPY, MAIL, OR EMAIL 1 COPY WITH DEPOSIT IF SO INDICATED OR FAX TO 301-984-1120. PRICES VALID 30 DAYS – CALL FOR AN UPDATED PRICE AFTER 30 DAYS.

<p>\$ 5,960.</p> <p>TOTAL SALE</p> <p>\$ 1,986.</p> <p>DEPOSIT</p> <p>\$ 3,974.</p> <p>*BALANCE: DUE AT COMPLETION AND WILL BE COLLECTED BY THE FOREMAN. ALL MATERIAL REMAINS THE PROPERTY OF POTOMAC FENCES INC. UNTIL THE BALANCE IS FULLY PAID.</p>	<p>PERMIT: MONT. CO.</p> <p>*FOR PERMITS IN MARYLAND, CUSTOMER MUST SUPPLY INDIVIDUAL PROPERTY PLAT.</p> <p>*CUSTOMER IS RESPONSIBLE FOR OBTAINING PERMIT (IF APPLICABLE) UNLESS OTHERWISE SPECIFIED HERE</p>	<p>FILL IN YOUR CREDIT CARD INFORMATION. YOU MAY CHOOSE TO PAY WITH CREDIT CARD OR BY CHECK.</p> <p>CARD # _____</p> <p>NAME ON CARD _____</p> <p>EXP. DATE _____</p> <p><input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AM/EX <input type="checkbox"/> DISCOVER</p> <p>*UNLESS OTHERWISE NOTED BELOW, THE CREDIT CARD USED TO MAKE THE DEPOSIT WILL BE USED TO PAY THE BALANCE UPON COMPLETION.</p>
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ACCEPTANCE OF CONTRACT: THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

CUSTOMER SIGN _____ (L.S.) DATE ACCEPTED _____

10% DISCOUNT WAS APPLIED TO PRICE ABOVE.

BY SIGNING THIS PROPOSAL, THE BUYER AGREES TO THE TERMS, COVENANT, AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS NOT BINDING UPON POTOMAC FENCES, INC. UNTIL ACCEPTED BY HOME OFFICE. IN MARYLAND, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OR SEVENTH BUSINESS DAY IF THE BUYER IS AT LEAST 65 YEARS OLD, AFTER THE DATE OF THIS TRANSACTION. IN WASHINGTON D.C., YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY. SEE BACK FOR FULL DETAILS.

BY ESTIMATOR Joseph [Signature] LICENSE # 116864

TERMS, COVENANTS, AND CONDITIONS OF FENCING CONTRACTS

TERMS:

This contract, when accepted by Potomac Fences Inc. at its main office, becomes a contract between two parties. The purchaser agrees to pay the sum as agreed upon completion of the work unless otherwise indicated. All materials remain the property of Potomac Fences, Inc. until contract is paid in full. The company reserves the right to repossess all materials used in this installation without recourse by purchaser if payment is not paid as agreed. In the event this contract is placed with an attorney for collection, buyer agrees to pay all attorney fees and court costs. A 2% finance charge per month will be added on outstanding balances. Annual percentage rate is 24%. Once the "Buyers right to cancel" period has passed the area in which the work is to be done, deposits are no longer refundable, and are used for planning, engineering, administrative, and procurement costs. This contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise shall be binding, unless in writing, signed by both parties. This contract shall not become effective until it has been accepted and approved by the home office of said contractor. Home Improvement contractors and subcontractors must be licensed by MD H.I.C. Inquiries about a contractor should be transmitted to the commission at 659-6309.

BUYERS RIGHT TO CANCEL DC:

If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this contract. The notice must be mailed to Potomac Fences Inc. at 12411 Washington Ave Rockville MD 20852. If you cancel the seller may not keep any part of your cash down payment.

EXTRAS:

In consideration of the price herein quoted, the purchaser agrees that the fence lines will be clear of all obstructions and the lines will be properly marked by him with stakes or otherwise. The price does not contemplate the encountering of rock, swampy conditions, or boulders larger than the hole to be dug. If these conditions are encountered and if it is necessary to drill for the setting of the posts or to furnish extra deep foundations for the posts or to perform any extra labor such as clearing the lines, etc., a charge for such extra material or labor will be made. Potomac Fences Inc. is not responsible for any underground obstructions such as underground pipe, cables, septic tanks, fields, sprinkler systems, pool plumbing, HVAC lines, invisible pet fence, walkway lighting, etc. These underground obstructions must be indicated and marked by the homeowner prior to installation so care can be used.

MEASUREMENTS:

The company does not stand responsible for land surveys. It is the duty and responsibility of the buyer or purchaser to clearly state and define the area to be fenced so the workmen can follow line and corner markings. Our estimators are not surveyors. They can approximate the amount of fencing from the house location plans, but we must place the fence as nearly as possible to the line in accordance with the customer's instructions. We do not assume any responsibility of determining property lines. If you do not know the exact boundaries and corners of your property, we advise you to have your property staked out by a responsible surveyor. The purchaser understands that the fence can only be put on the property owned by the purchaser.

DELAYS:

Unless otherwise specified on the front of the contract by the salesperson, all work is to be completed without interruption. If it is necessary to make more than one trip to complete the work on account of changes or delays on the part of the purchaser an additional minimum labor charge will be made to cover the additional expense involved.

PERMITS:

Property owner will obtain any necessary subdivision-civic association or municipality building permits or approvals unless otherwise agreed upon above and appropriate charge made. If the purchaser's property contains an easement where the construction of the fence will be, the purchaser is responsible for obtaining any additional approvals required by the county. For properties in Maryland where a fence permit is necessary, the homeowner is required to supply an individual property plat as required by the county for permitting purposes.

GENERAL AGREEMENTS:

Purchaser agrees that the company, Potomac Fences, Inc., and employees shall be excluded from any, and all suits, prosecutions, and claims for alleged injury to persons or property from the location, handling wear or use of said merchandise and installation debris. Potomac Fences, Inc. will not be liable for any delays due to strike, labor trouble, weather conditions, material delivery, or acts of God.

WARNING:

Purchaser agrees to keep children and pets away from the work area and to inspect and clean the area of debris, wire scraps, nails, etc., before permitting people and pets to use the area, especially before using rotary lawnmowers, which could propel a nail or scrap into a lethal missile.

WARRANTY AND PRODUCT INFORMATION

MATERIALS:

1-year warranty on all cedar materials against warping, twisting, or rot.

LABOR:

1 year post alignment and gate adjustments except for damage from misuse or damage due to high winds.

No warranty, exchanges, or free service on pressure treated pine materials in the occurrence that they bend, twist, or warp out of shape. We use only the best material that is available.

Mayor & Council Members,

Please accept this letter as our Driveway and Parking Surface Variance Application for the driveway at 3505 Kent Street. My sincere apologies for not submitting this application earlier.

Project Description: Replacing the brick pavers and widening the driveway in places. The drawing attached on page 3 shows the original brick pavers in blue which were replaced. The new area with brick pavers is represented in Orange. The concrete apron connecting the driveway to Kent St. is unchanged.

Variance Requested: The proposed (and mostly built 😞) driveway exceeds the eleven-foot maximum width allowed in the Housing and Building Regulations Article 1. Section 5-107 (b). We are requesting a variance so that we might be allowed to keep the driveway as drawn on page 3.

Basis for Request:

1. Jeremy's Father who is 73 has many health issues. Most recently he had a partial foot amputation, twice, in 2024. He has been using a variety of assistance devices that require additional space to maneuver. He visits his grandkids here often. A copy of his recent Disability Certification is attached on page 4.
2. Our lot is very steep front to back, so the driveway was and is very steep. My mother who is sixty-nine years old watches our two young children (2 & 5 years old) two days a week and it was very difficult for her to get the boys in and out of the car on the narrow and steep driveway. She is in decent shape for 69 but it is difficult for anyone. At times Kent St. can be a busy street making it concerning to be getting kids in and out of the car when parked on the street.

Mitigating Factors:

1. The replacement/new driveway brick pavers are pervious at their joints, no mortar is being used just sand which lets water through. Additionally, we paid extra to have them laid in a herringbone pattern so that there aren't joints that go directly up and down the hill. This gives water more time to fall between the joints instead of washing across the top quickly.

2. A significant portion of the new section is covered by the existing roof of the house. The eave is four feet at the front of the house. See the cross-hatched area in the drawing on page 3. The covered sections prevent added runoff.
3. The AC unit is mounted to the driveway side of the house, see it drawn on page 3. With the AC Unit and the 6x6 posts at the top of the hill, the rear-covered section is not able to be used for parking at all. I heard the previous owner had a very small car (smart car) that could fit. The proposed driveway will give us two or three reasonable places to park instead of just one. This will result in fewer cars on the street, it is often quite tight where we are (cars pass single file).
4. I have already spoken with our two immediate neighbors and both have told me they have no issue with the proposed driveway and will be happy to provide the town notice of that sentiment.

I'm happy to provide anything further you might require. Thank you very much for taking the time to consider our request.

Katie & Jeremy Schappert

3505 KENT ST DRIVEWAY

511 5000



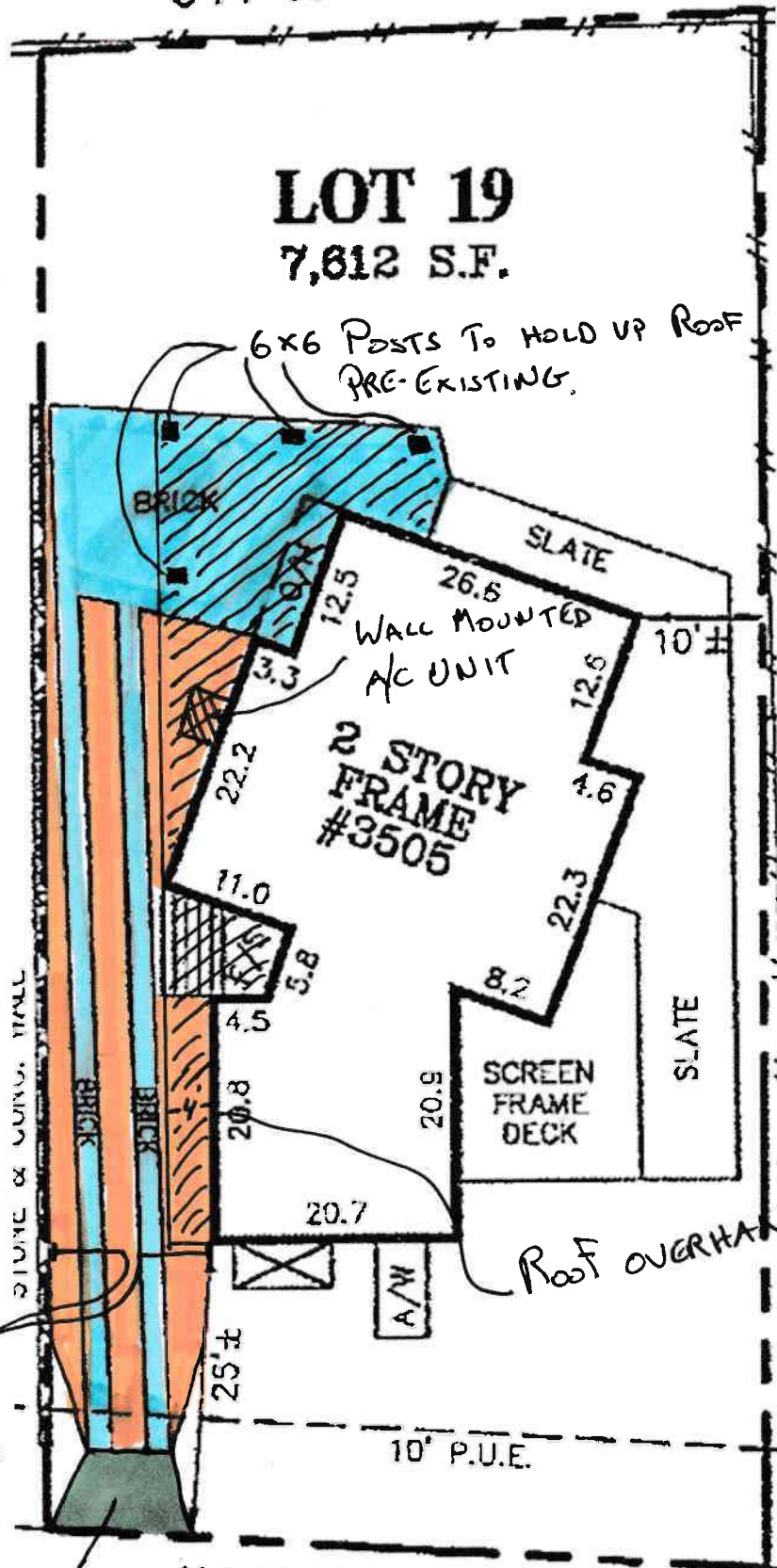
EXISTING BRICK
= PAVERS BEING
REPLACED



NEW BRICK
= PAVER SECTION



COVERED BY
THE EXISTING
ROOF



DRIVEWAY = 13' 10"
WALL TOP = 8"
TOTAL = 14' 6"

CONCRETE ARROW UNCHANGED







Posts and
A/C block
parking

**Resolution No. R-12-2024
Adopted:**

A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to Award a contract for Survey Services to evaluate the existing storm drain inlets, pipe inverts, and underground utilities in coordination with the St. Paul Street and Farragut Avenue Storm Drain projects; and to Award this contract to the lowest received proposal in an amount not to exceed \$30,000.

WHEREAS, pursuant to Chapter II, “Government and Administration”, Article 4, “Purchasing and Contracts”, Section 2-405, “Professional Services Contracts”, the Council may decide by an extra-majority vote (defined as one more than a majority of those present and voting) to authorize the Town Manager to enter into negotiated procurement for professional services rather than advertise; and

WHEREAS, the Town has been working with Brudis & Associates to provide Engineering Support Services for two Storm Drain projects (St. Paul Street and Farragut Avenue). An additional survey within the project limits (EXHIBIT A) is required to confirm the existing storm drain inlets, pipe inverts, and underground utilities; and

WHEREAS, the Town has received one proposal for the survey and is expecting to receive at least two additional proposals for the aforementioned work; and

WHEREAS, once the additional proposals have been received, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to accept the lowest responsive, responsible proposal in an amount not to exceed \$30,000, subject to final review of the proposed contract by the Town Attorney.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Kensington, Maryland, that the Town Manager be and is hereby authorized to accept the lowest responsive, responsible proposal received for survey work and to enter into a Contract Agreement with a contract price not to exceed \$30,000.00, subject to final review by the Town Attorney.

Adopted by the Town Council this 12th day of June, 2024.

Effective this 12th day of June, 2024.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

