

Mayor Tracey Furman

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



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

Released: October 8, 2024
Revised: October 10, 2024

**Thursday, October 10, 2024
Town Council Meeting, 7:00 pm**

The Town Council Meeting will begin at 7:00 pm and be held at Town Hall and via the Zoom Video Conferencing application. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/89377050577?pwd=6LUuwKnNTvtbfVysnUdpWIK92dB4Oq.1>

Meeting ID: 893 7705 0577

Password: 883921

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 Meeting Minutes of September 10, 2024

THE MAYOR AND TOWN COUNCIL

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

1. Acknowledge:

- a. The Town will be hosting an event with Montgomery Planning on Tuesday, October 15, 2024, 7:00 – 9:00 pm, in an effort to provide further information to the community about the proposed Attainable Housing Strategies (AHS) initiative.
- b. The Mayor and Council will meet in Closed Session for a Special Town Council Meeting on Monday, October 21, 2024, pursuant to State Government Article §3-305(b)(7), "Closed Session", to consult with the Town Attorney with regards

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

to ongoing negotiations with 10509 Summit Ventures, LLC, and the Flats at Knowles Station development project.

2. Joseph Park (3420 Plyers Mill Road):

- a. Discuss establishing a schedule for public comment with regards to the proposed sale of Joseph Park at 3420 Plyers Mill Road.

3. Parking Task Force:

- a. Update from Council Member Lichter and Council Member Crimmins on the Parking Task Force; and discuss hiring a Transportation Consultant to conduct a Parking Study.

4. Town Hall – Office Renovations:

- a. Present the proposed site plan for the office renovations at Town Hall.

THE TOWN MANAGER AND STAFF

1. Connecticut Avenue (MD 185) ADA Sidewalk Improvement Project:

- a. Update on the proposed ADA Sidewalk Improvements along Connecticut Avenue by the State Highway Administration (SHA).

2. Howard Avenue Sidewalk Installation:

- a. Discuss installing a sidewalk along the north side of Howard Avenue, between Connecticut Avenue and Armory Avenue.

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-16-2024** – A Resolution of the Mayor and Town Council of Kensington Approving a Variance to allow the installation of a six-foot (6') fence within the front plane of the property located at 3417 Plyers Mill Road, in accordance with Section 5-109, "Fences, Walls and Retaining Walls", of the Town Code.
2. **Resolution No. R-17-2024** – A Resolution of the Mayor and Town Council of Kensington to Adopt the Montgomery County Hazard Mitigation Plan for 2024.
3. **Resolution No. R-18-2024** – A Resolution of the Mayor and Town Council of Kensington to Approve the First Amendment to the Purchase Agreement with 9323B AND 9327 FRASER AVENUE, LLC, to acquire 10528 St. Paul Street, Kensington, MD, to make provision for the continuation of a lease through January 31, 2025, with the current tenant MXD SERVICES, LLC; to accept the Assignment of the Lease between 9323B AND 9327 FRASER AVENUE, LLC, Landlord; and MXD SERVICES, LLC, Tenant, for the period November 1, 2024, through January 31, 2025, and to approve the form of a Second Amendment to Lease between 9323B AND 9327 FRASER AVENUE, LLC, Landlord, and MXD SERVICES, LLC, Tenant, extending the lease through January 31, 2025.
4. **Resolution No. R-19-2024** – A Resolution of the Mayor and Town Council of Kensington Authorizing a Contract with Ecology Services Refuse & Recycling, LLC, for the term of one-year, beginning January 1, 2025, and for three additional one-year options, to provide Trash, Recycling, Yard Waste, and Bulk Trash Services.

5. **Resolution No. R-20-2024** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract Agreement with Playground Specialists, Inc., for the Purchase and Installation of ADA Playground Equipment and Surfacing at St. Paul Park; in which funding for the project was Awarded through a Community Parks and Playground grant with the State of Maryland.
 - a. *Will require approval by an extra-majority vote of the Town Council (waiving advertising procedure).*
6. **Resolution No. R-21-2024** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract Agreement with Rose Brand East, for the fabrication and installation of new curtains for the windows and stage within the Drill Hall at the Kensington Town Hall.
 - a. *Will require approval by an extra-majority vote of the Town Council (waiving advertising procedure).*

PUBLIC APPEARANCES

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

ADJOURNMENT

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:
Wednesday, November 13, 2024, 7:00 pm



The Town of Kensington
3710 Mitchell Street
Kensington, MD 20895



The Town will be hosting an event with Montgomery Planning on Tuesday, October 15, 2024, 7:00 – 9:00 pm, in an effort to provide further information to the community about the proposed Attainable Housing Strategies (AHS) initiative. Information related to the AHS initiative may be found at the link or QR code below left.



*MontgomeryPlanning.
org/planning/housing/
attainable-housing-
strategies-initiative*



*YouTube.com/@
Montgomery
Municipal
Cable/videos*

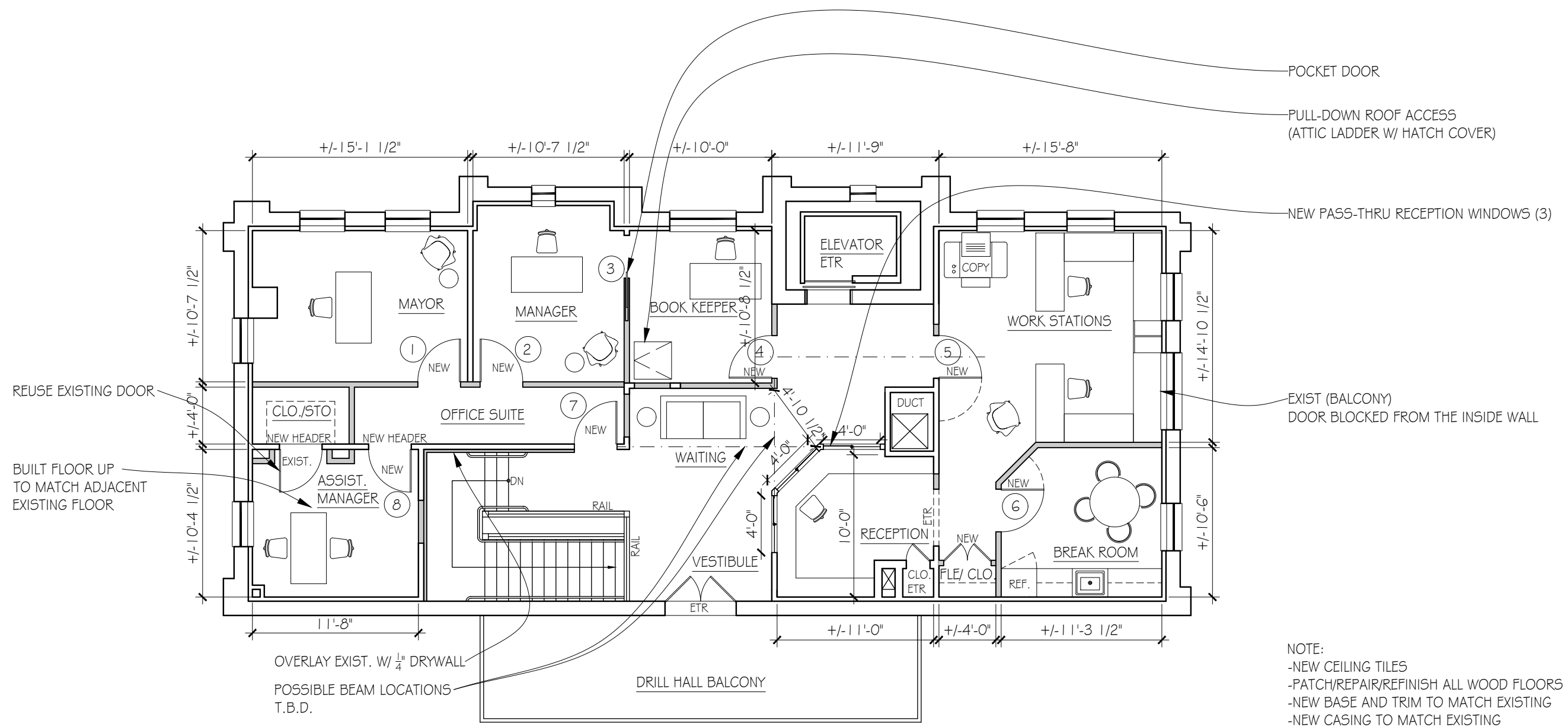
The event will be held at Town Hall (3710 Mitchell Street) and will include an overview of the AHS initiative by Lisa Govoni, Housing Planner with Montgomery Planning, along with our Mid-County Planning Chief, Carrie Sanders.

We encourage all residents to attend, to allow them an opportunity to ask questions about the proposed housing strategy from Planning staff.

If you cannot attend in person, the event will also be streamed live on Montgomery Municipal Cable's YouTube Channel, (link and QR code above right). You may submit questions in advance to alex.marini@tok.md.gov by 4pm on October 15.

Attainable Housing Strategies Initiative

SMALL SCALE	MEDIUM SCALE	LARGE SCALE
<p>Within single-family zoned neighborhoods with pattern book conformance.</p>	<p>New optional method of development allowed along growth corridors.</p>	<p>Through the master plan process or the creation of a new zone.</p>
<p>Examples: House-scale duplexes, triplexes, fourplexes</p>	<p>Examples: Stacked flats, townhouses, small apartment buildings</p>	<p>Examples: Live/work units, stacked flats, apartments, townhouses</p>
<p>Size: 2-2.5 stories</p>	<p>Size: 3-4 stories</p>	<p>Size: 4 stories and above</p>
		

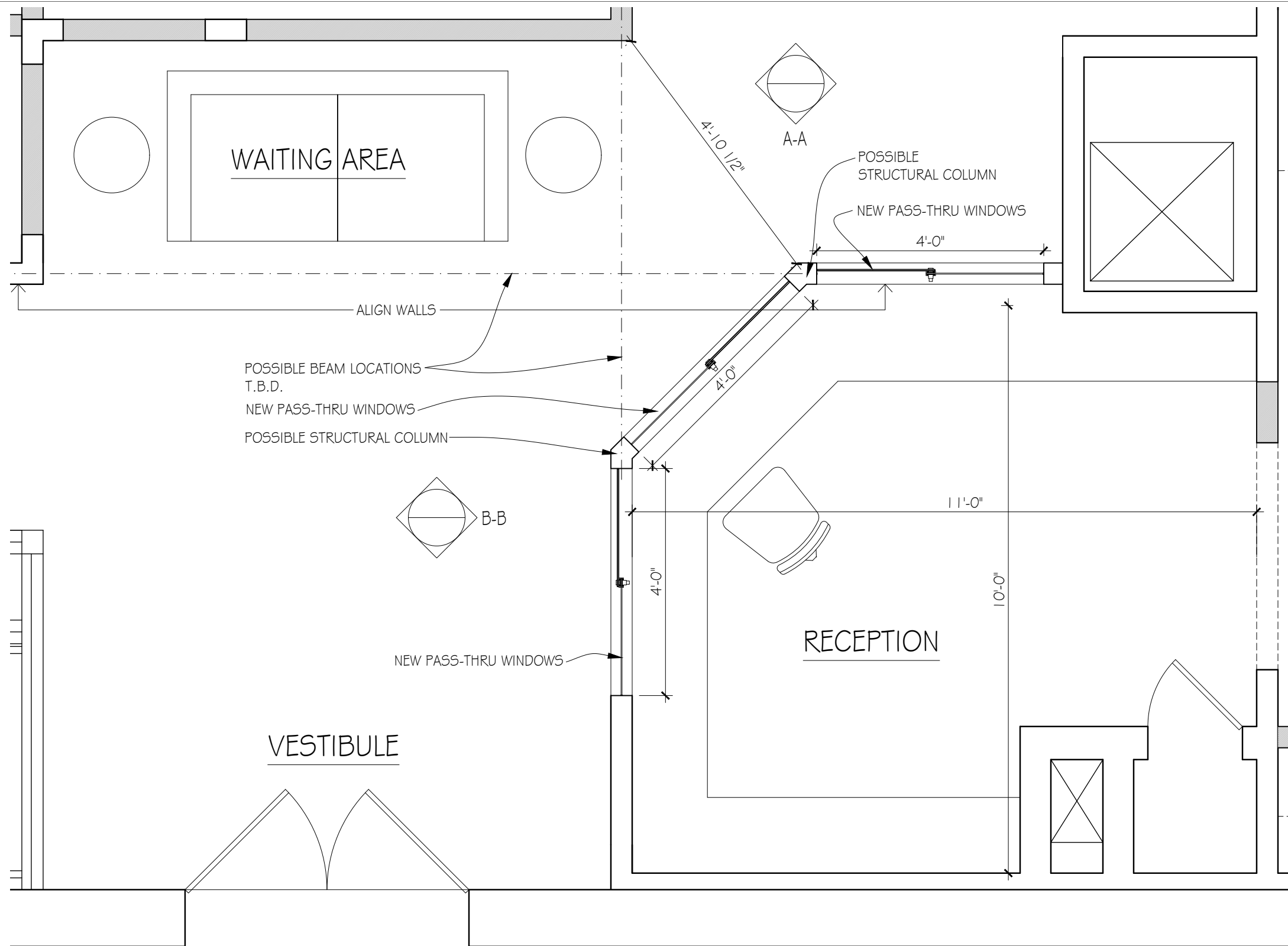


MEZZANINE OFFICE PROPOSED FLOOR PLAN

PROJECT: 24.035
 SCALE: 1/8" = 1'-0"
 DATE: 09/30/24
 DRAWN BY: AA

KENSINGTON TOWN HALL
 3710 MITCHELL ST.
 KENSINGTON, MD 20895

upton
 ARCHITECTURE
 4524 Saul Road
 Kensington, MD 20895
 301-646-3606
 mgu@uptonarchitecture.com

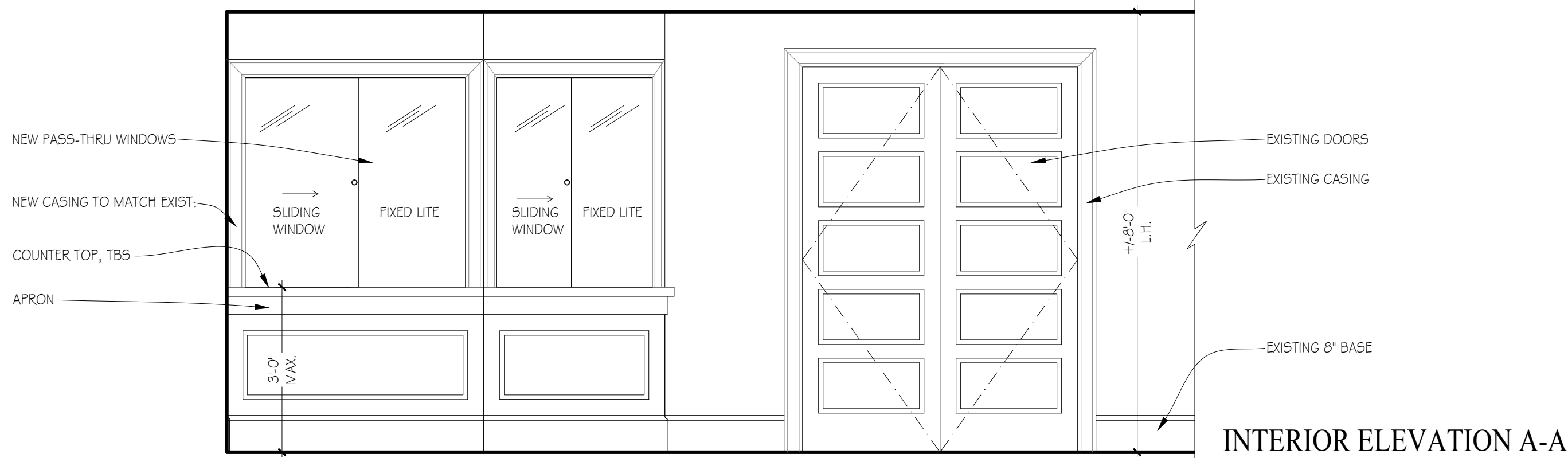


ENLARGED RECEPTION AREA

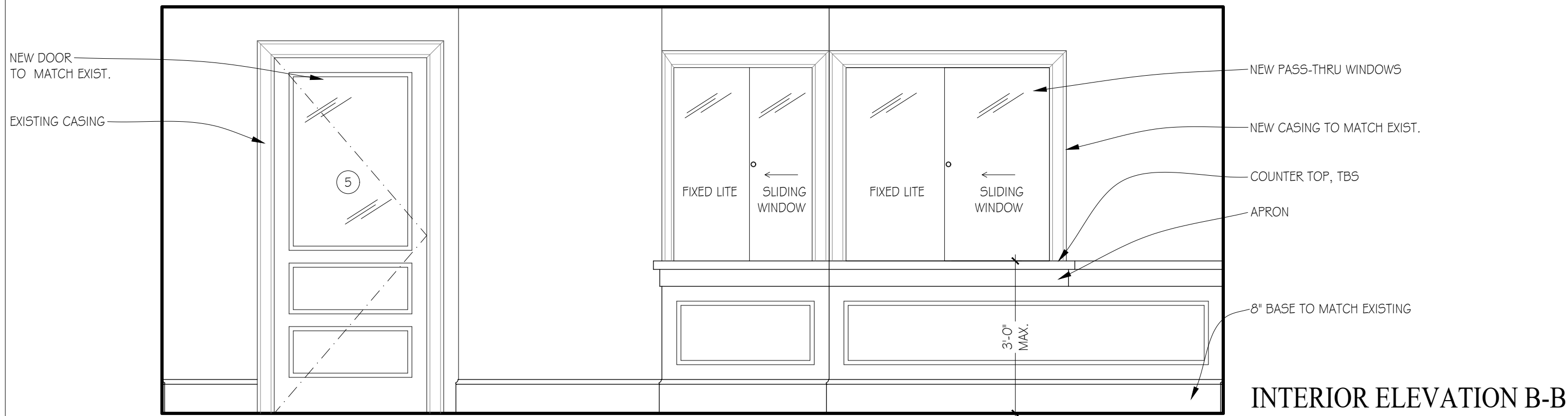
KENSINGTON TOWN HALL
 3710 MITCHELL ST.
 KENSINGTON, MD 20895

PROJECT: 24.035
 SCALE: 1/2" = 1'-0"
 DATE: 09/30/24
 DRAWN BY: AA

upton
 ARCHITECTURE
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 Kensington, MD 20895
 301-646-3606
 mgu@uptonarchitecture.com



INTERIOR ELEVATION A-A

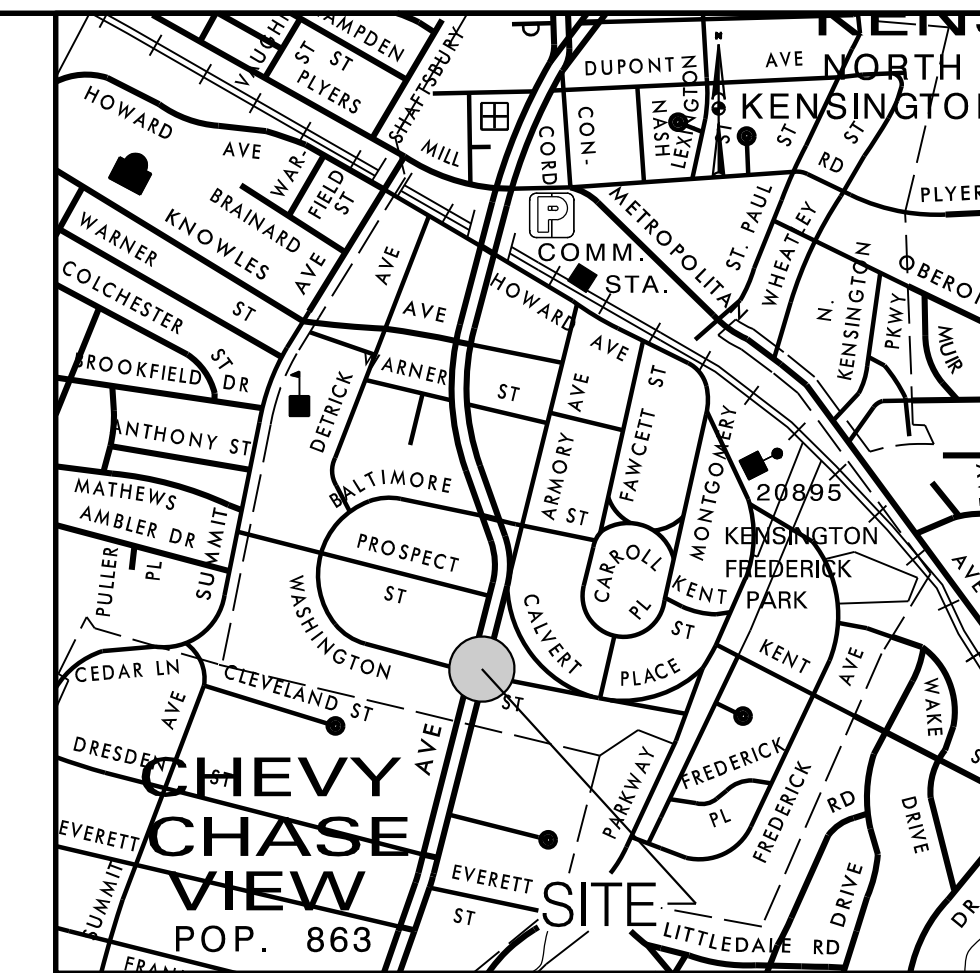


INTERIOR ELEVATION B-B

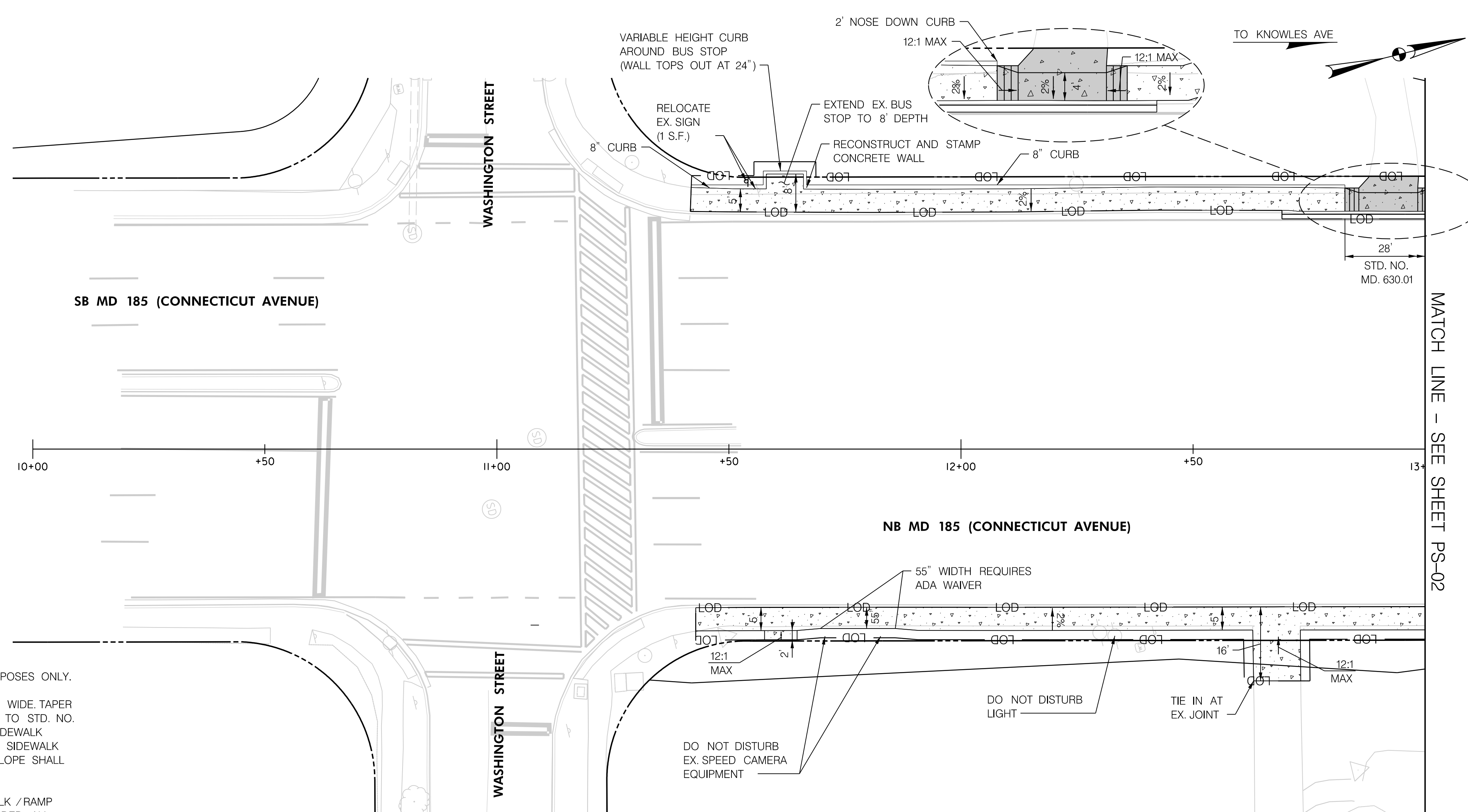
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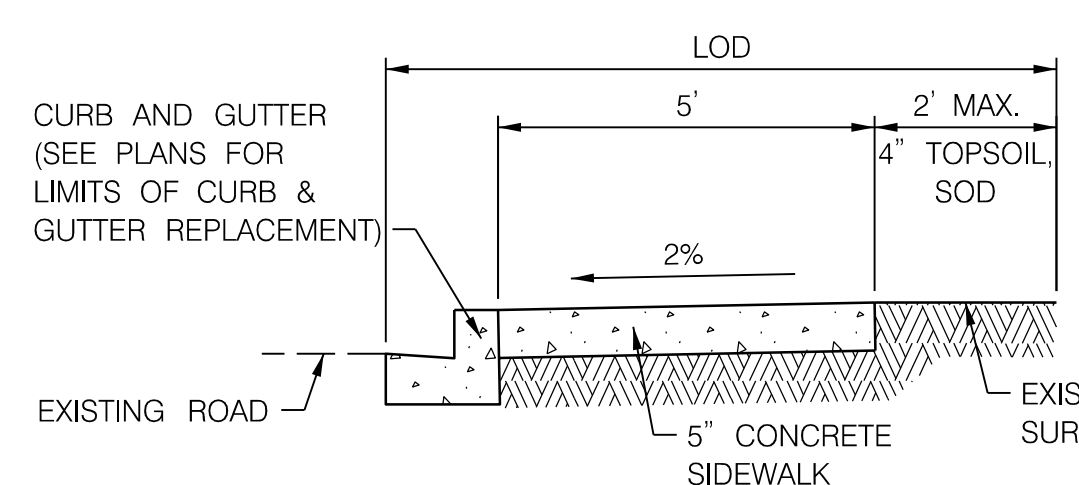
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SCALE: 1" = 2000'



MATCH LINE - SEE SHEET PS-02

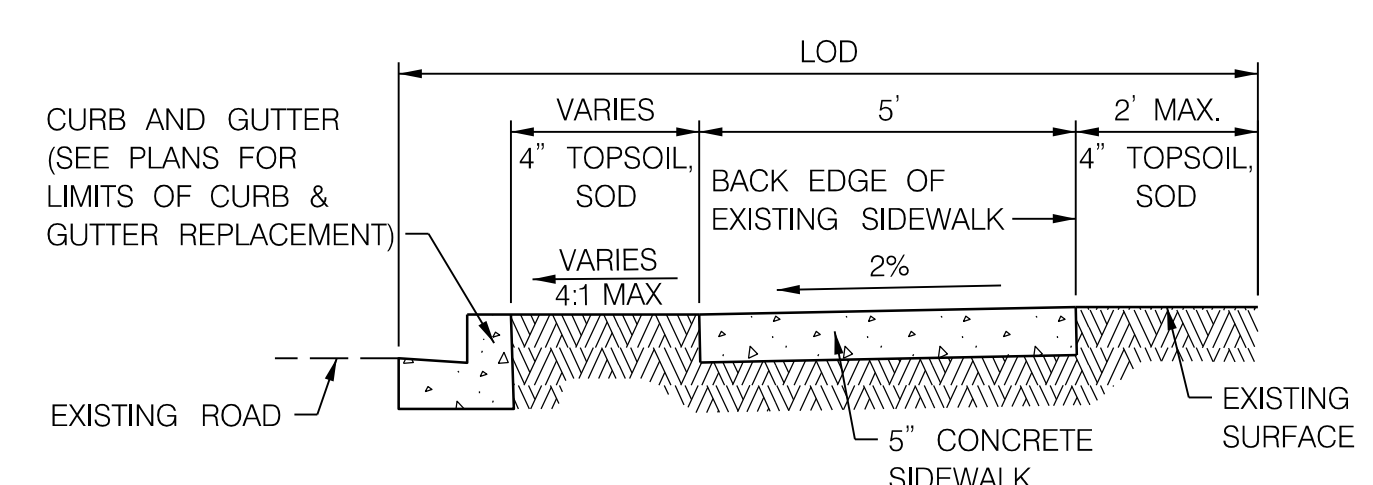
- MAINTENANCE OF TRAFFIC NOTES:
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MOT STANDARDS MD 104.00-01 THRU 106.03. ALL LANE CLOSURES SHALL OCCUR BETWEEN THE HOURS OF 9AM AND 3PM.
 - NO WORK IS TO BEGIN UNTIL ALL ADVANCE WARNING SIGNS, DRUMS AND ARROW PANELS ARE IN PLACE AND OPERATIONAL.
 - ADVANCED NOTIFICATION OF SIDEWALK CLOSURES SHALL BE PROVIDED. A BARRIER THAT IS DETECTABLE BY A PERSON WITH A VISUAL DISABILITY SHALL BE PLACED ACROSS THE FULL WIDTH OF THE CLOSED SIDEWALK.
 - WHERE PEDESTRIANS ARE DIRECTED TO CROSS TO THE OPPOSITE SIDE OF THE ROADWAY, APPROPRIATE ADVANCED SIGNING SHOULD BE PLACED AT THE INTERSECTIONS RATHER THAN MID-BLOCK CROSSINGS.
 - TRAFFIC CONTROL DEVICES AND OTHER CONSTRUCTION MATERIALS AND FEATURES SHALL NOT INTRUDE INTO THE USABLE WIDTH OF THE SIDEWALK, TEMPORARY PATHWAY OR OTHER PEDESTRIAN FACILITY.

- GENERAL NOTES:
- BASELINE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 - ALL SIDEWALK AND RAMPS SHALL BE 60" WIDE TAPER SIDEWALK TO EXISTING IN ACCORDANCE TO STD. NO. MD 655.02 UNLESS NOTED OTHERWISE. SIDEWALK CROSS SLOPE SHALL BE 2%. WHERE THE SIDEWALK TRANSITIONS TO EXISTING THE CROSS SLOPE SHALL TRANSITION TO EXISTING OVER 5'.
 - ALL DISTURBED AREAS BETWEEN SIDEWALK / RAMP AND CURB OR PAVEMENT SHALL BE SODDED. ALL DISTURBED AREAS CONTIGUOUS WITH THE SIDEWALK / RAMP SHALL BE SODDED WITH A 2" STRIP OF SOD ALONG THE EDGE OF THE SIDEWALK / RAMP. SOD SHALL RECEIVE ADDITIONAL WATERING.
 - ALL DISTURBED AREAS BEYOND 2' FROM THE EDGE OF SIDEWALK / RAMP SHALL RECEIVE 4" TOPSOIL AND SOD.
 - REFER TO ES-01 FOR EROSION AND SEDIMENT CONTROL REQUIREMENTS.
 - SEDIMENT AND EROSION CONTROL REGULATIONS WILL BE STRICTLY ENFORCED DURING CONSTRUCTION.
 - ALL DRIVEWAY ENTRANCES THAT HAVE CURB RETURNS MUST CARRY A MINIMUM 36" WIDE PEDESTRIAN PATHWAY WITH A MAXIMUM 2% CROSS-SLOPE ACROSS THE ENTIRE ENTRANCE, REGARDLESS OF WHAT MATERIAL IS USED TO CONSTRUCT THE ENTRANCE.



LIMIT OF DISTURBANCE FOR SIDEWALK CONSTRUCTION WITHOUT BUFFER

- NOTES:
- DIRECTION OF 2% CROSS SLOPE WILL BE CONSISTENT WITH EXISTING DRAINAGE CONDITIONS.
 - THE LIMIT OF DISTURBANCE WILL BE FROM THE BACK OF CURB TO 2' BEYOND THE EDGE OF SIDEWALK.
 - A CURB SHALL BE ADDED TO THE BACK OF THE SIDEWALK WHERE NEEDED TO PROTECT EXISTING LANDSCAPING AND WHERE THE SLOPE BEHIND THE SIDEWALK IS GREATER THAN 10 PERCENT.
 - EXISTING MULCH BEDS SHALL RETURN TO MULCH BEDS IF DISTURBED.



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 - EXISTING MULCH BEDS SHALL RETURN TO MULCH BEDS IF DISTURBED.

- LEGEND
- CONCRETE SIDEWALK
 - CONCRETE, BRICK & GRAVEL REMOVAL (PAID FOR AS CLASS 2 EXCAVATION)
 - 8 INCH PORTLAND CEMENT CONCRETE DRIVEWAY
 - DETECTABLE WARNING SURFACE
 - NEW CURB
 - APPROX. RIGHT OF WAY & PARCEL LINE
 - LOD - LIMIT OF DISTURBANCE

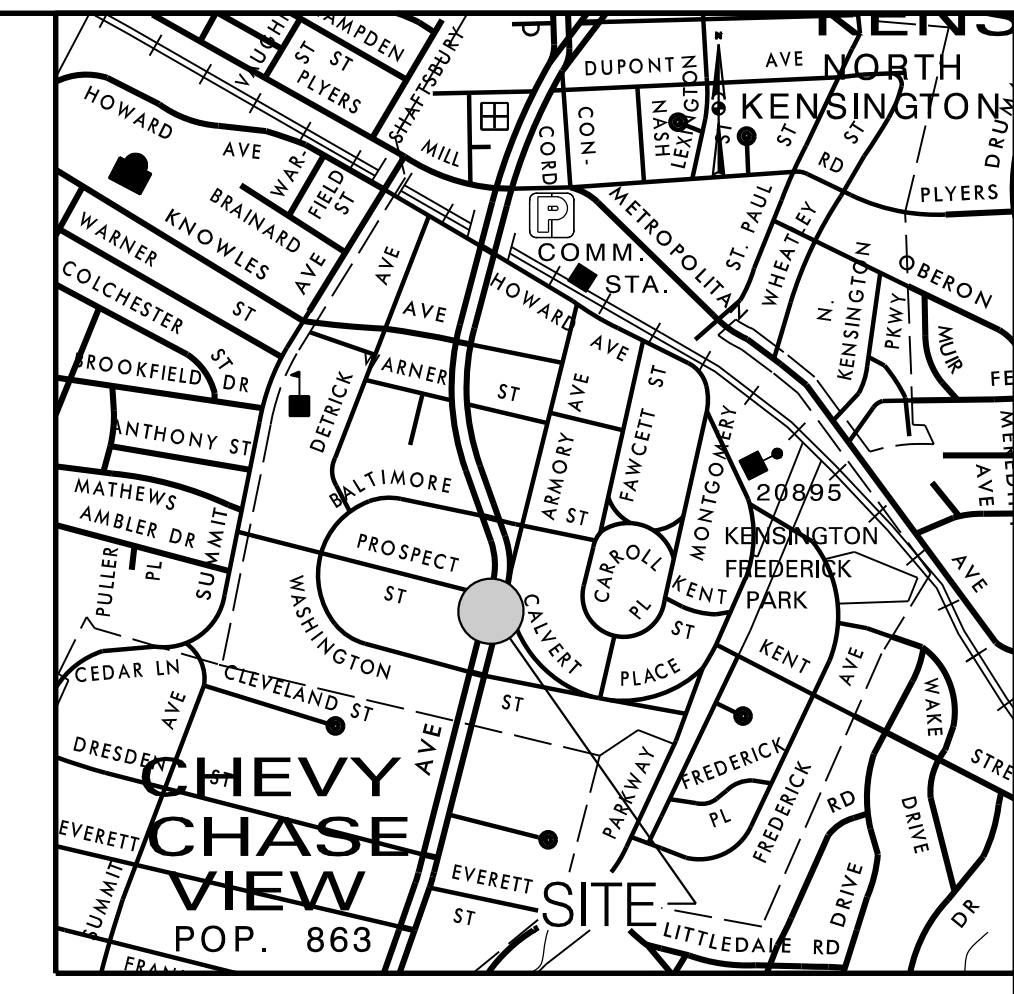
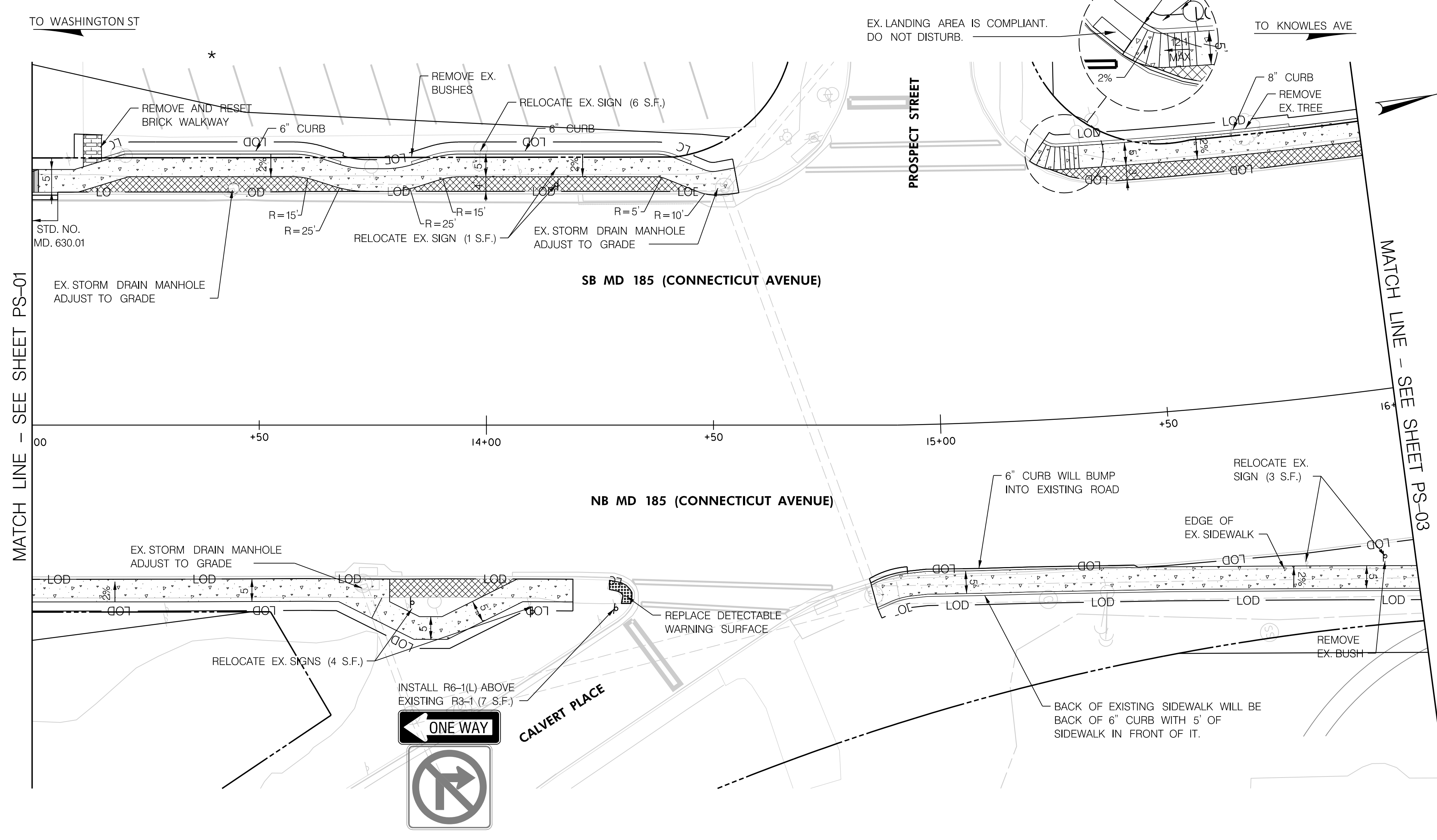
INNOVATIVE CONTRACTING DIVISION
 MD 185 (CONNECTICUT AVENUE)
 SIDEWALK IMPROVEMENTS FROM
 WASHINGTON ST TO KNOWLES AVE

MOT
 MARYLAND DEPARTMENT
 OF TRANSPORTATION
 STATE HIGHWAY
 ADMINISTRATION

CONSTRUCTION PLAN			
SCALE 1" = 30'	DATE DECEMBER 2023	CONTRACT NO. XXS355333	
DESIGNED BY WCM	COUNTY MONTGOMERY		
DRAWN BY WCM	LOGMILE		
CHECKED BY REH	HORIZONTAL SCALE		
MDE/PRD SEE TITLE SHEET	VERTICAL SCALE		
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BY: wminor



- LEGEND**
- CONCRETE SIDEWALK
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MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

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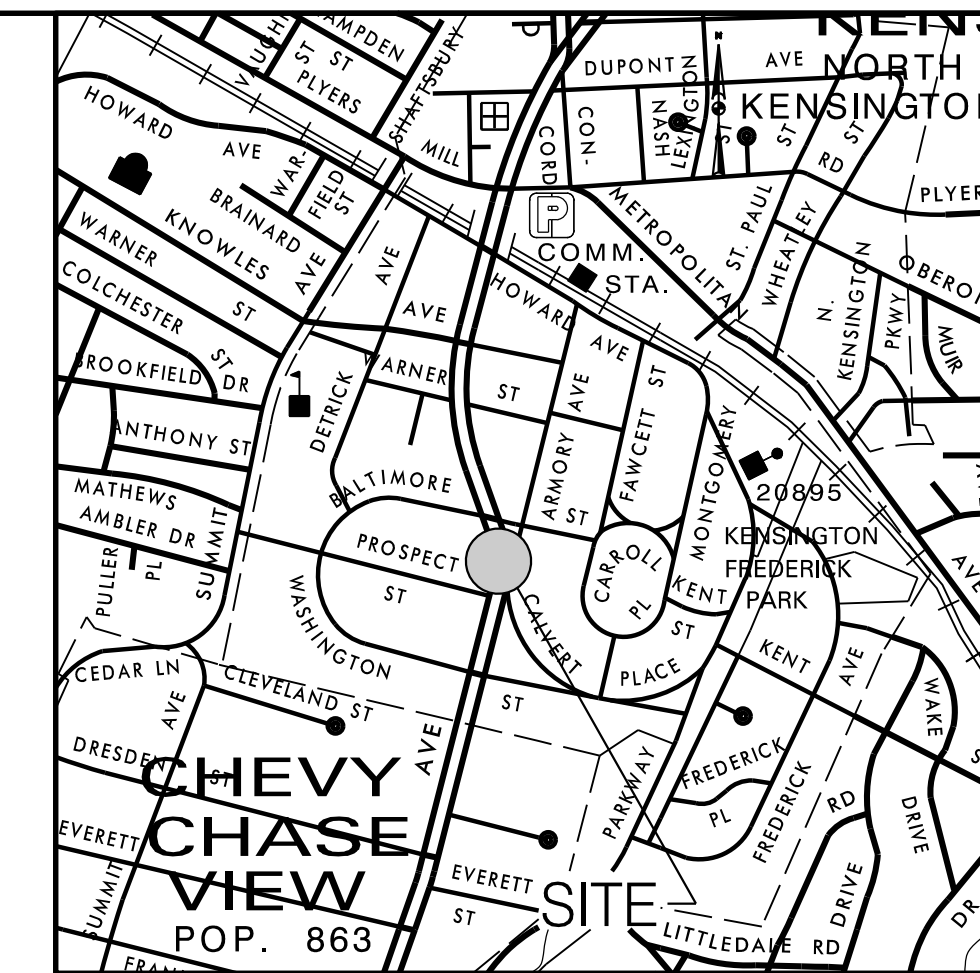
CONSTRUCTION PLAN

SCALE 1" = 30' DATE DECEMBER 2023 CONTRACT NO. XXS355333

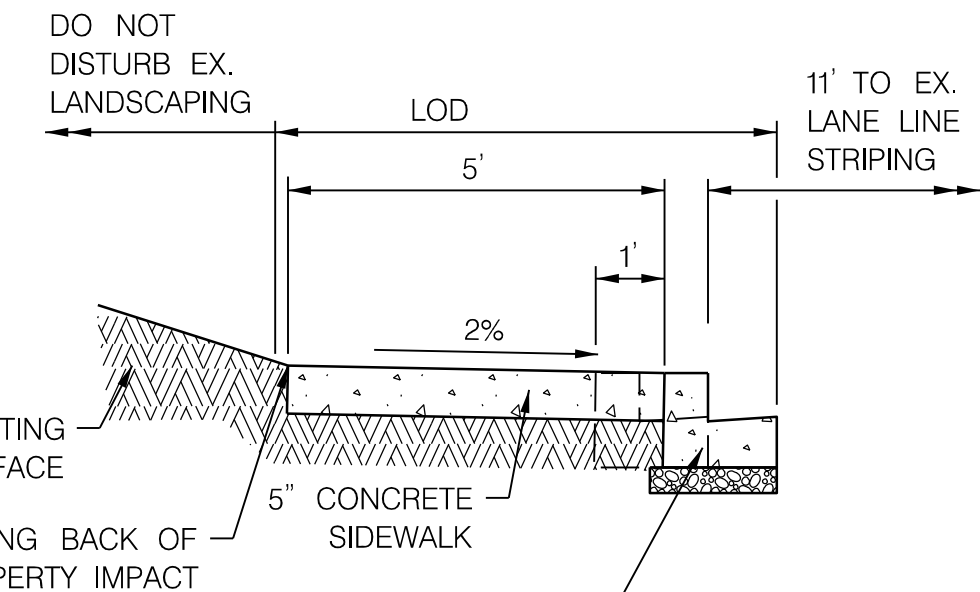
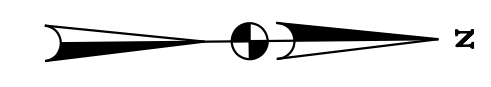
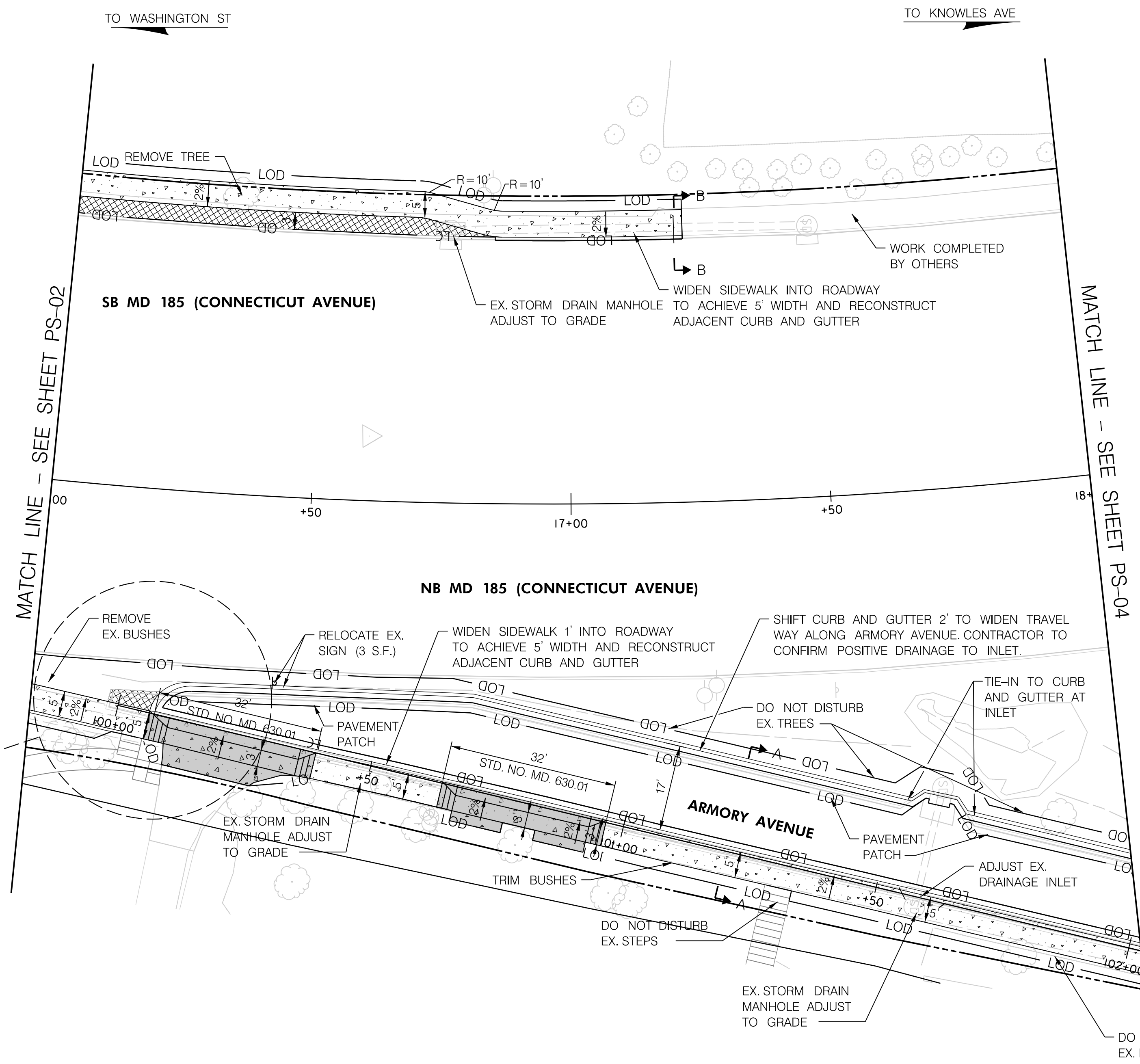
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DRAWN BY	WCM	LOGMILE	
CHECKED BY	REH	HORIZONTAL SCALE	
MDE/PRD	SEE TITLE SHEET	VERTICAL SCALE	

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WRA
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801 South Caroline Street, Baltimore, Maryland 21231



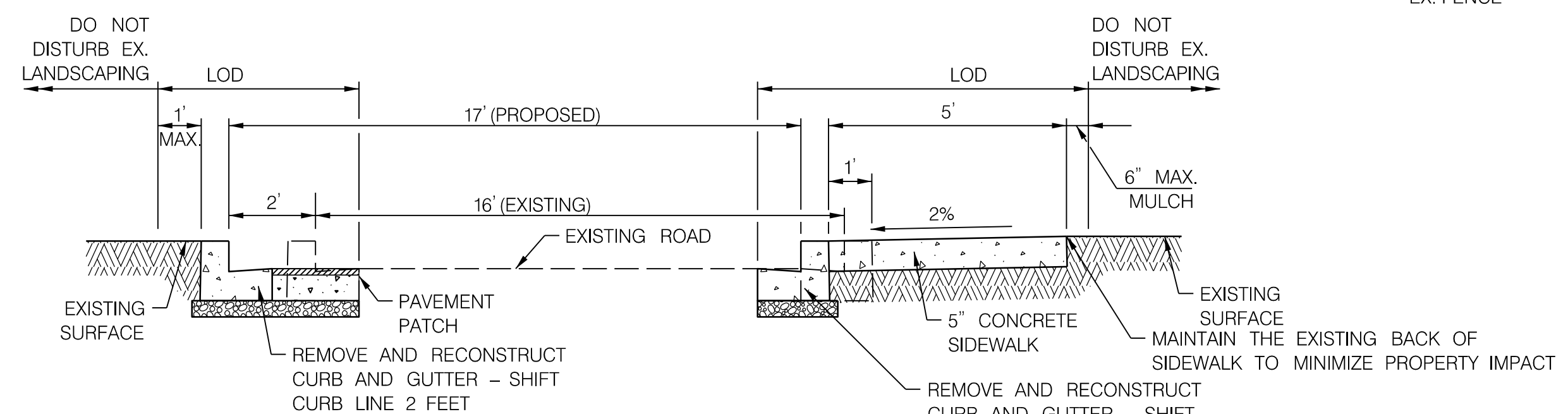
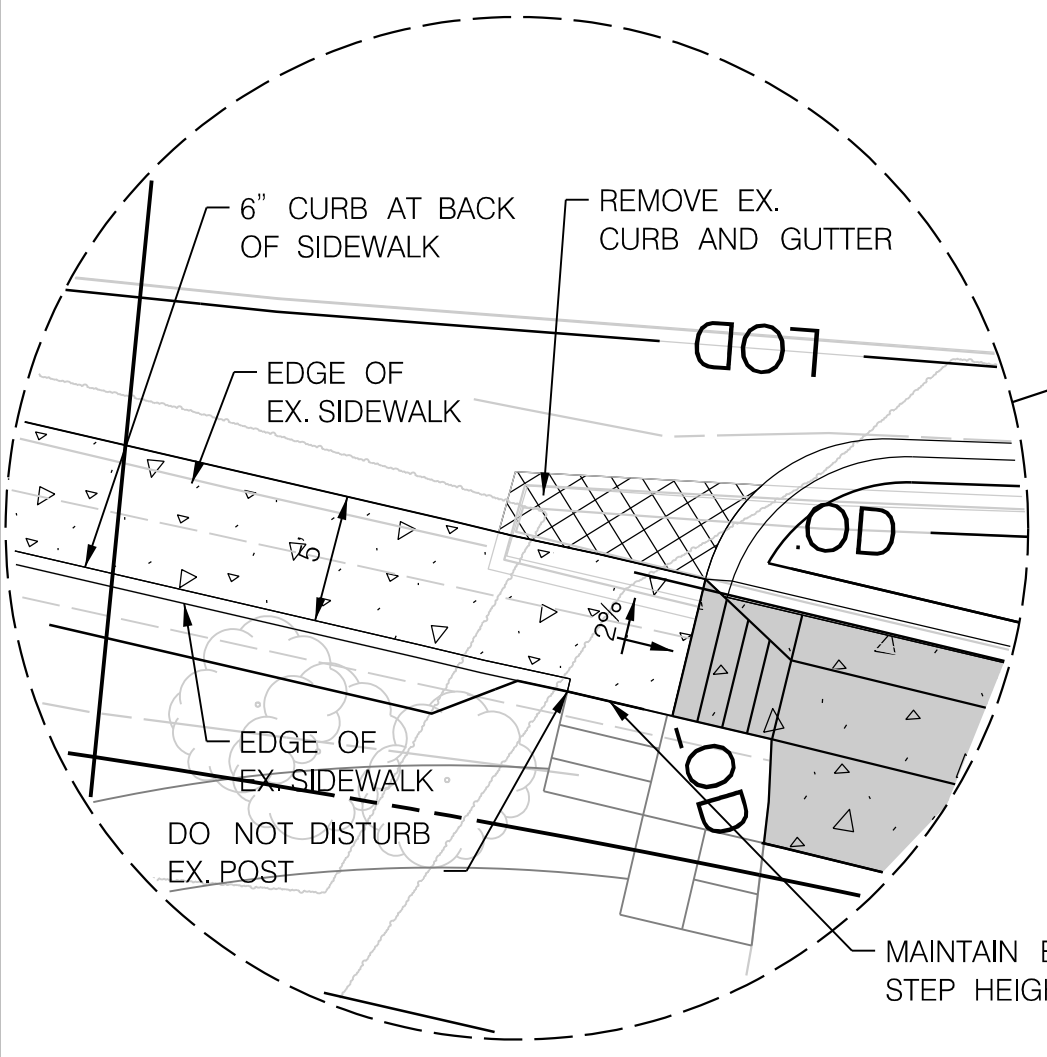
LOCATION MAP
SCALE: 1" = 2000'



SECTION B-B: SB MD 185 (CONNECTICUT AVE.)
NOT TO SCALE

LEGEND

- CONCRETE SIDEWALK
- CONCRETE, BRICK & GRAVEL REMOVAL (PAID FOR AS CLASS 2 EXCAVATION)
- 8 INCH PORTLAND CEMENT CONCRETE DRIVEWAY
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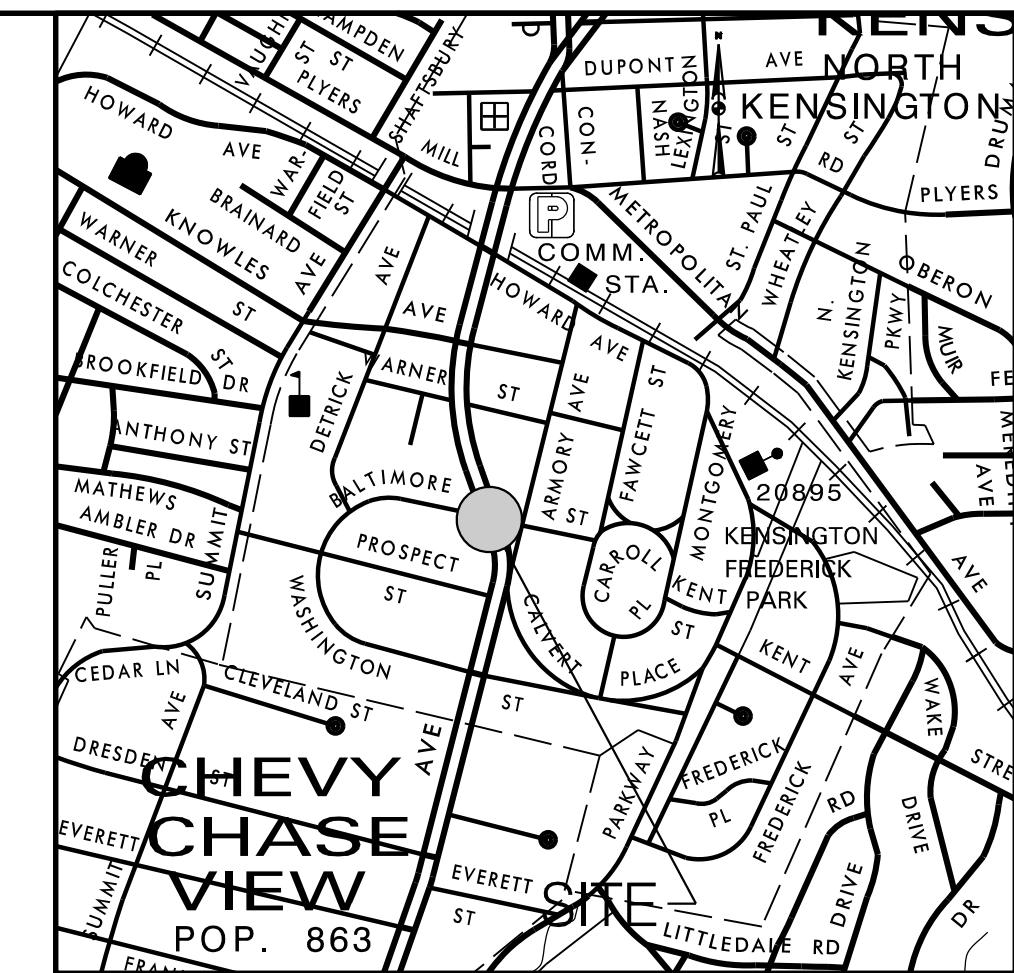
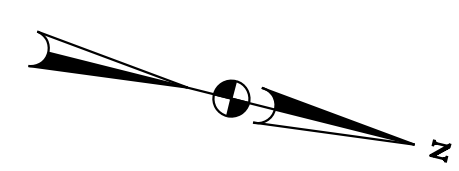


SECTION A-A: ARMORY AVENUE
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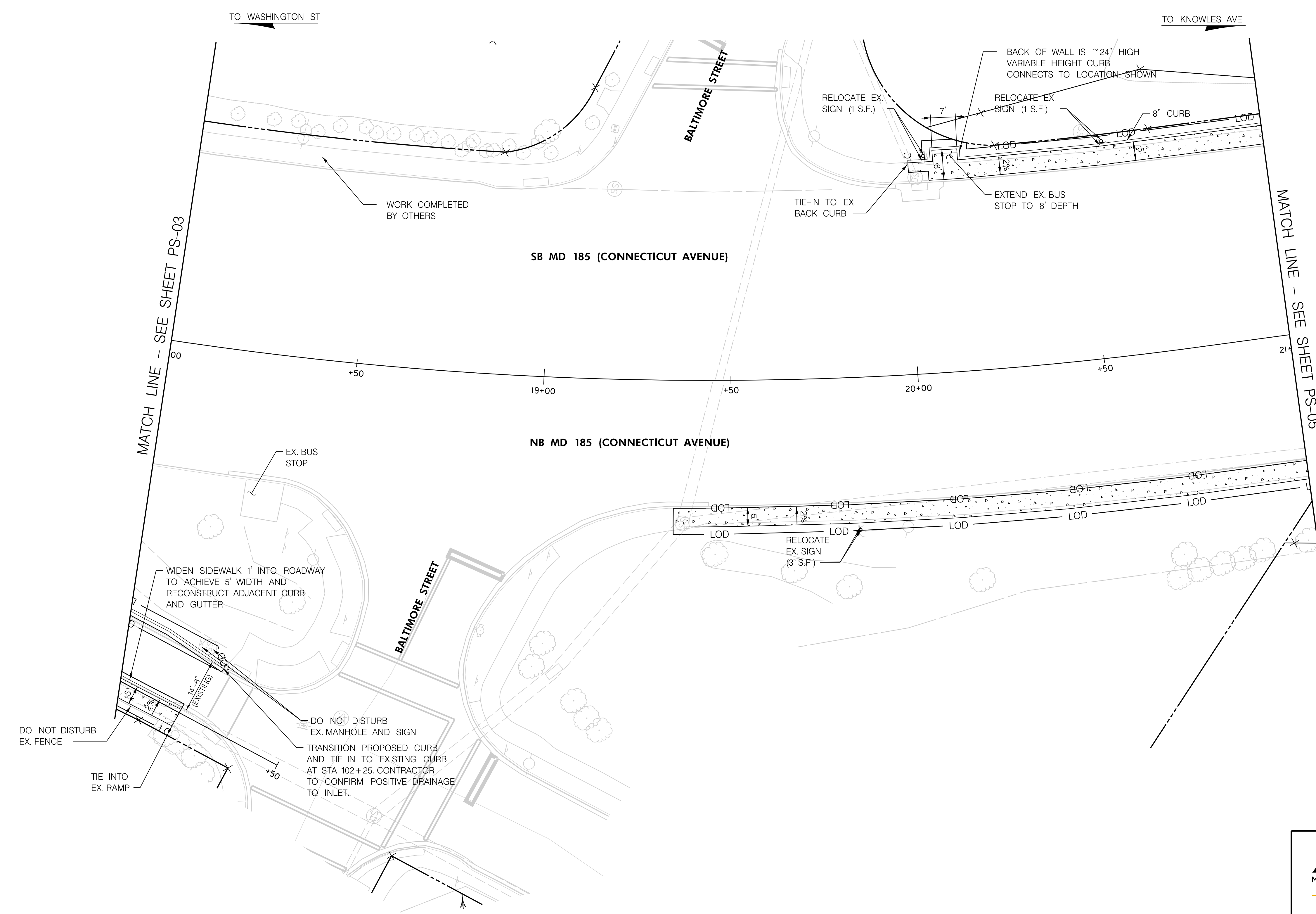
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801 South Caroline Street, Baltimore, Maryland 21231

INNOVATIVE CONTRACTING DIVISION
MD 185 (CONNECTICUT AVENUE)
SIDEWALK IMPROVEMENTS FROM
WASHINGTON ST TO KNOWLES AVE

CONSTRUCTION PLAN			
SCALE 1" = 30'	DATE DECEMBER 2023	CONTRACT NO. XX5355333	
DESIGNED BY WCM	COUNTY MONTGOMERY		
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MDE/PRD SEE TITLE SHEET	VERTICAL SCALE		
DRAWING NO. PS - 03 OF 07	SHEET NO. ## OF ##		



LOCATION MAP
SCALE: 1" = 2000'



LEGEND

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MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

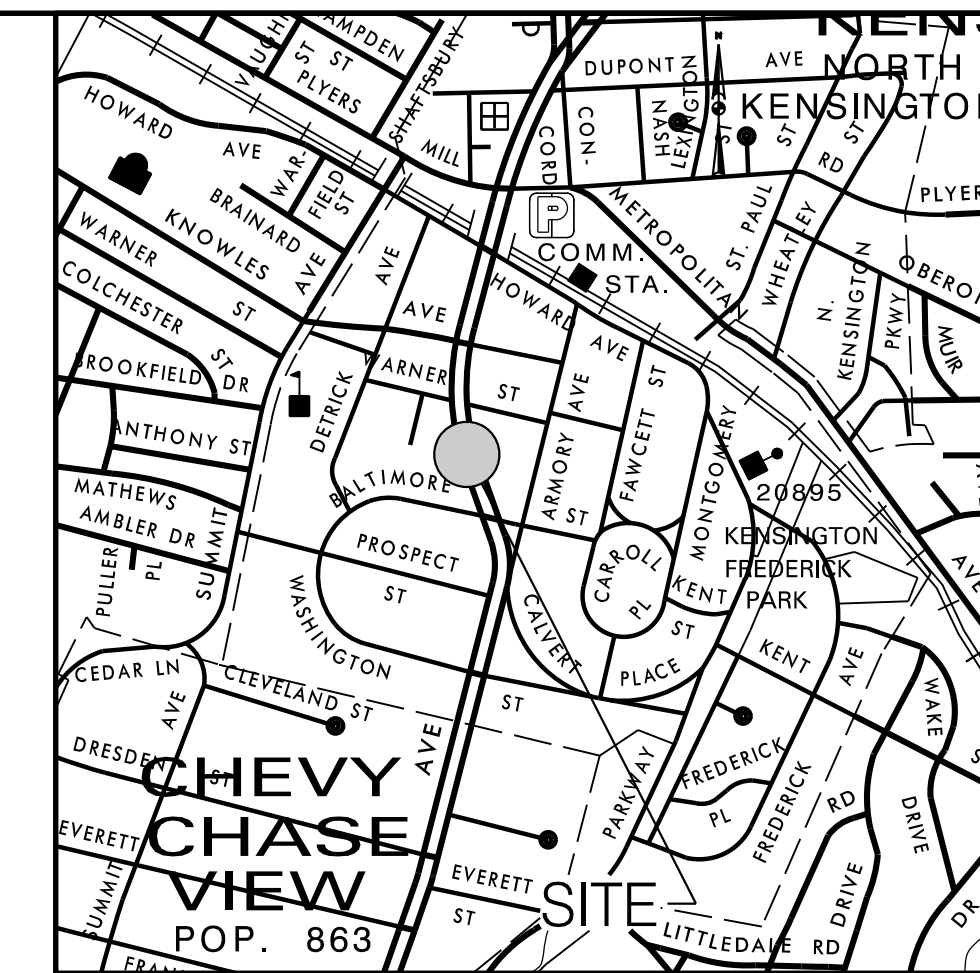
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SIDEWALK IMPROVEMENTS FROM
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CONSTRUCTION PLAN

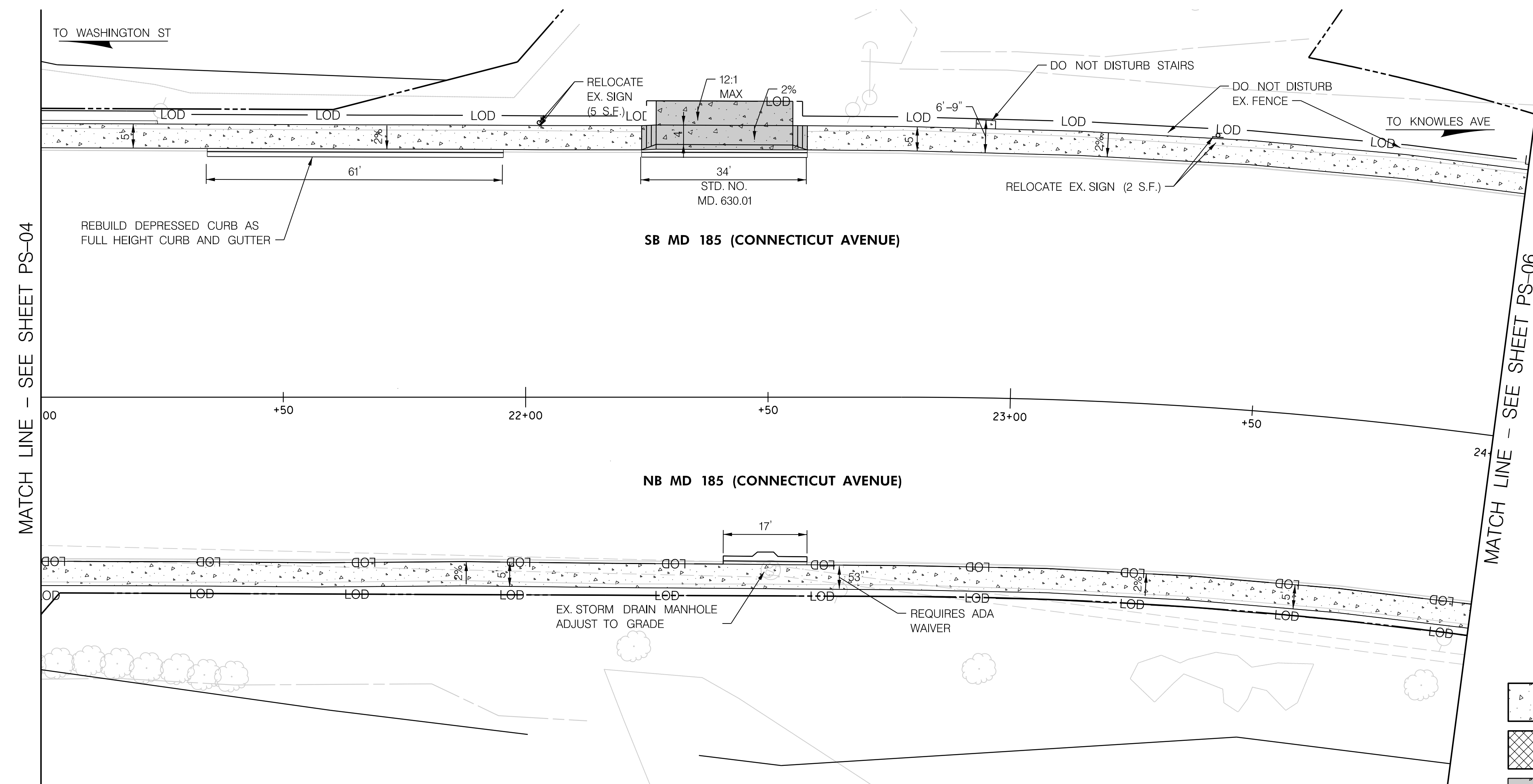
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801 South Caroline Street, Baltimore, Maryland 21231



LOCATION MAP
SCALE: 1" = 2000'



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MOT
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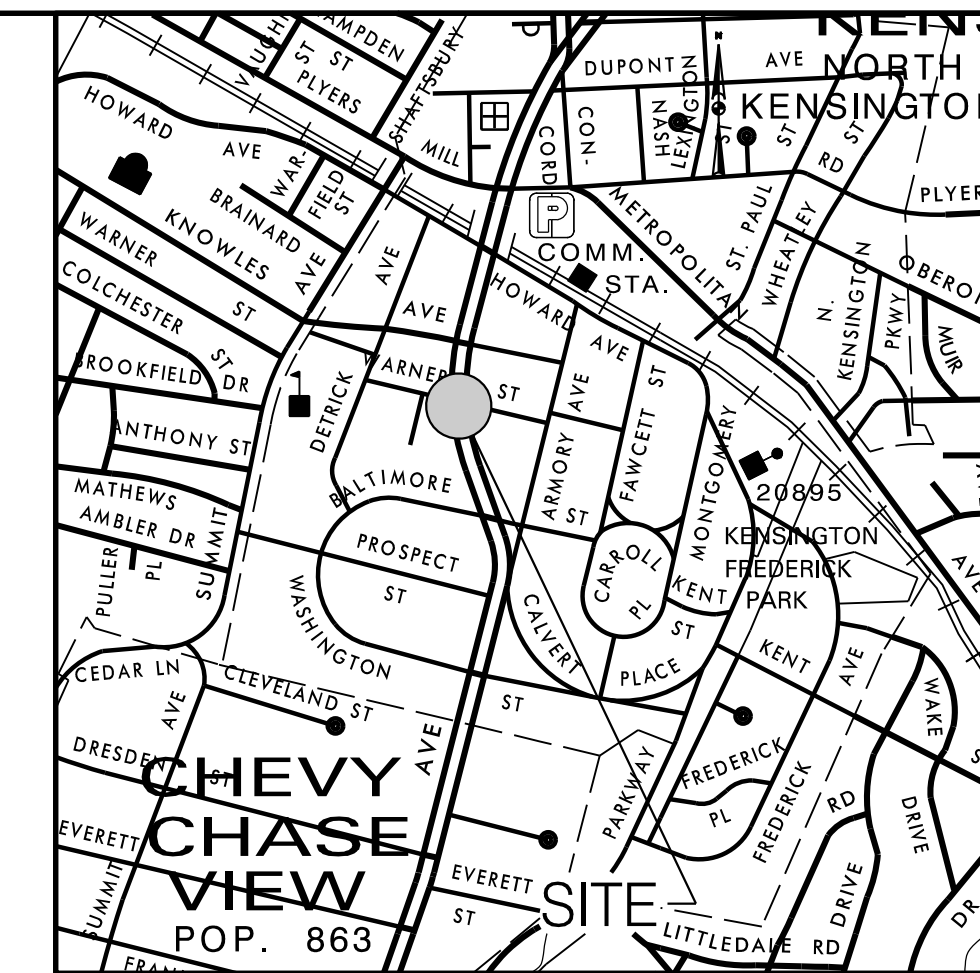
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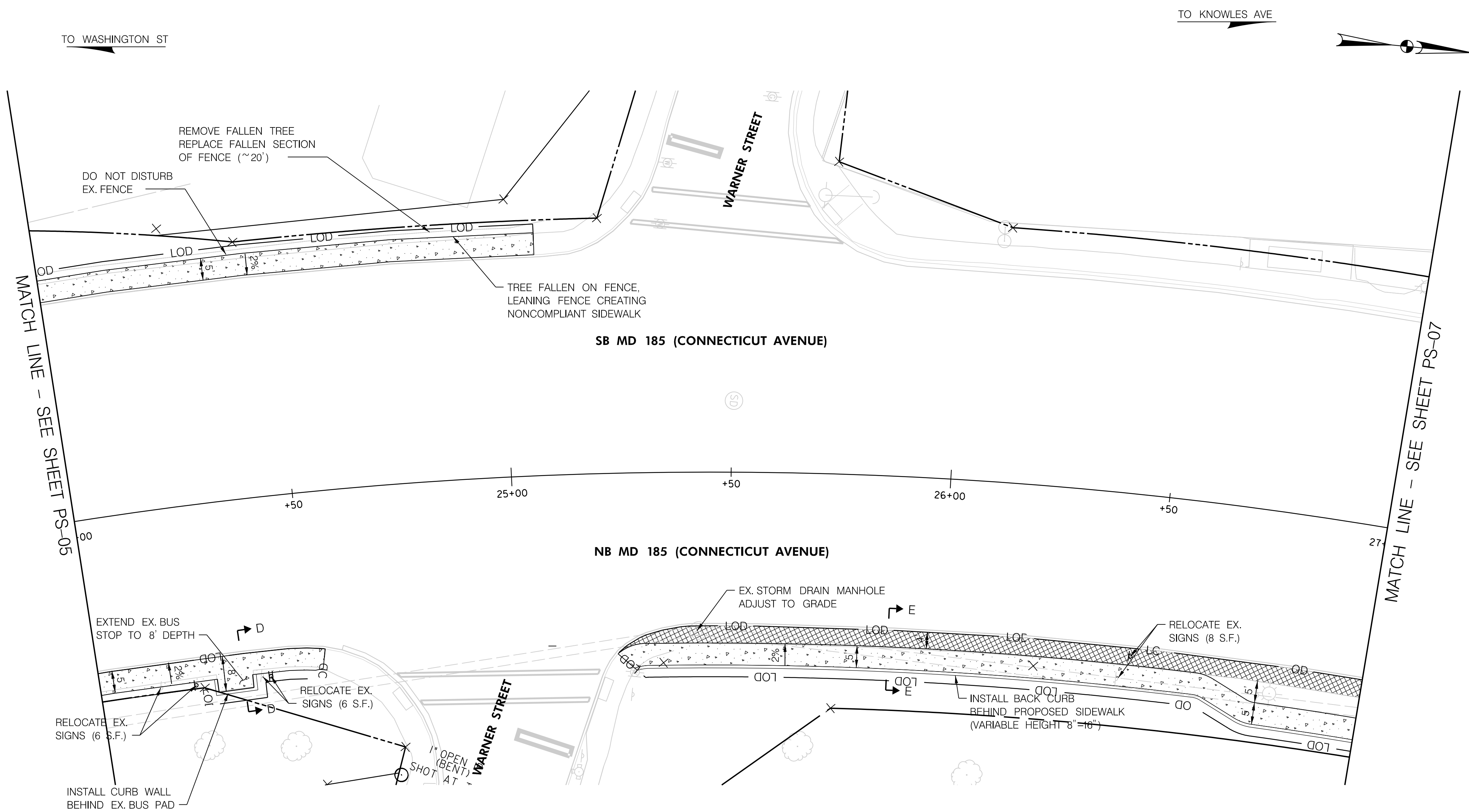
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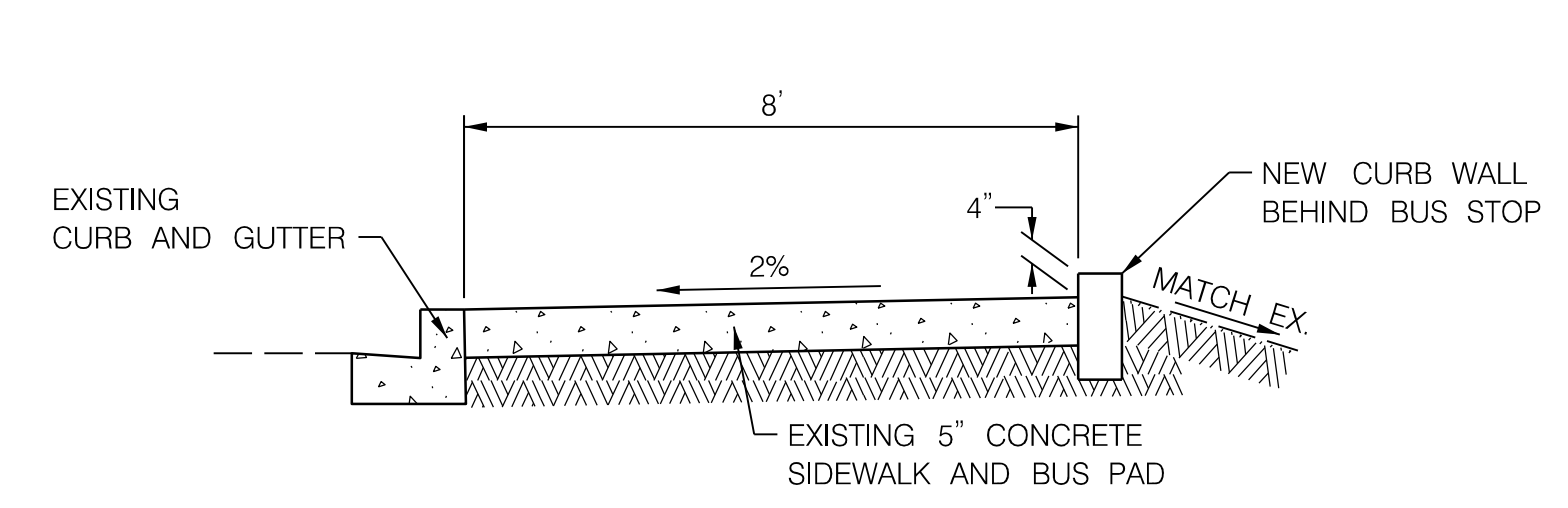
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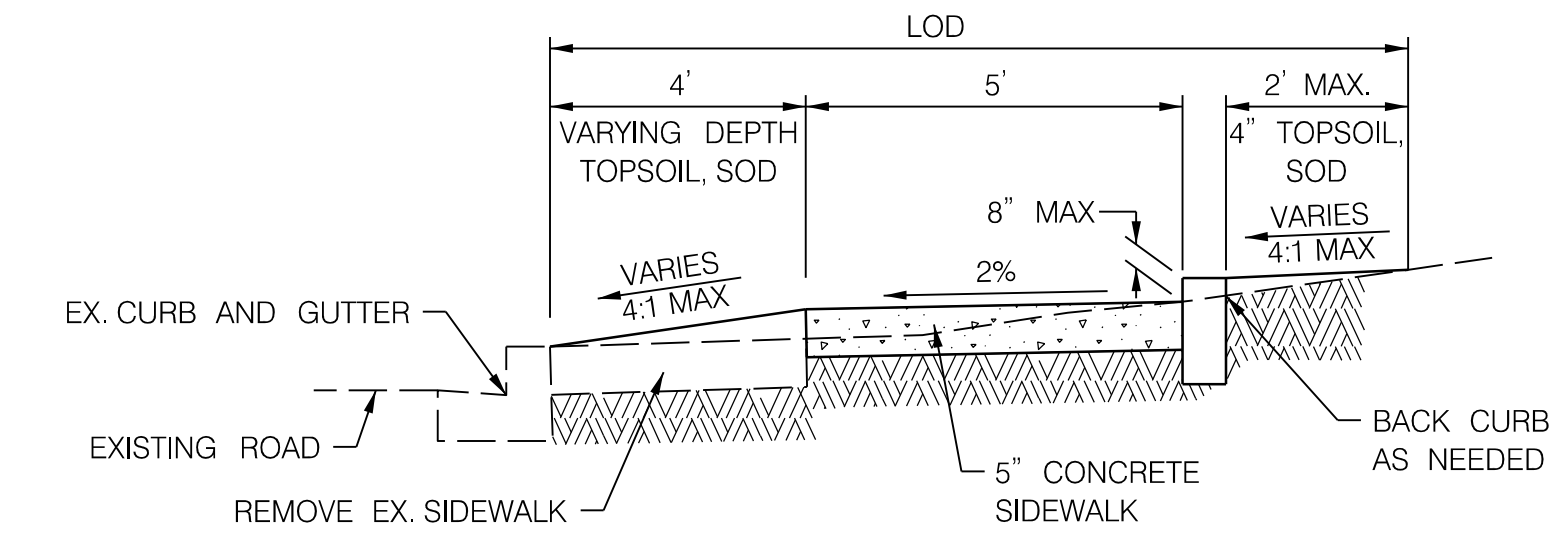
LOCATION MAP
SCALE: 1" = 2000'



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SECTION D-D
NOT TO SCALE



SECTION E-E
NOT TO SCALE

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MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

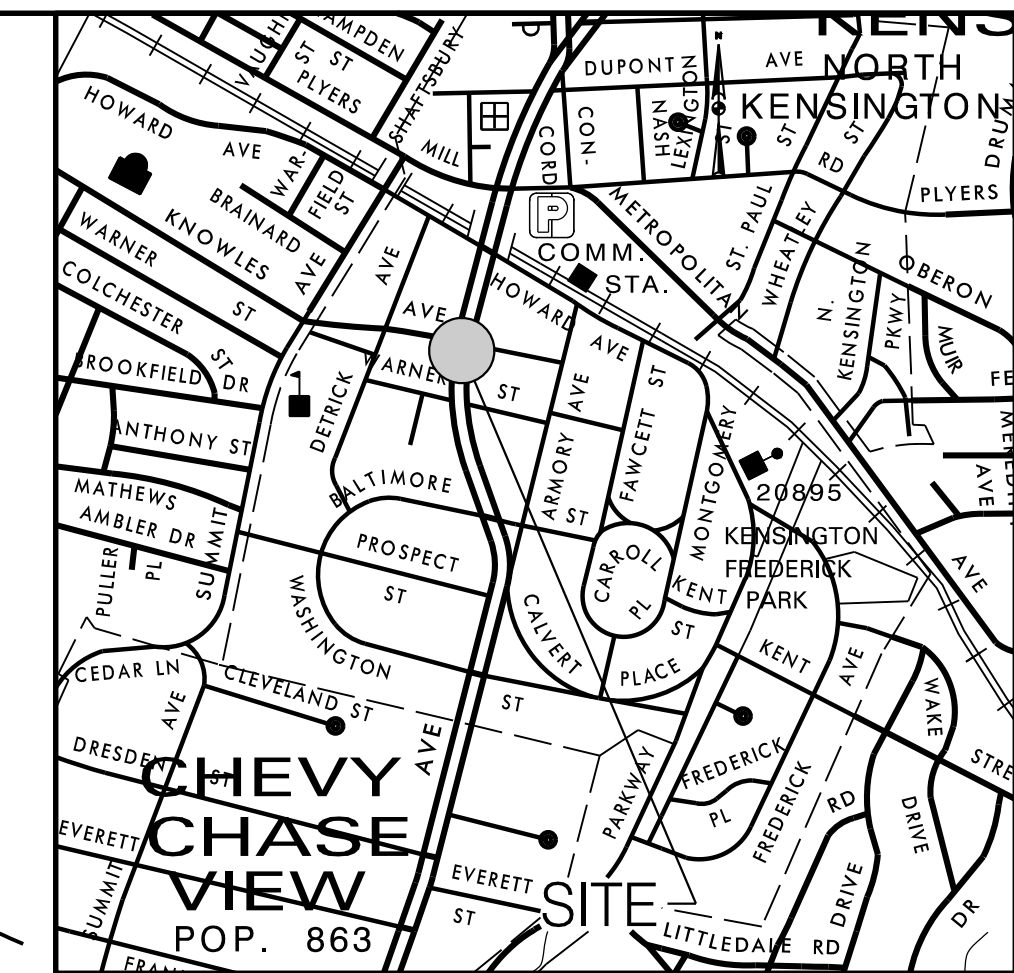
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CONSTRUCTION PLAN

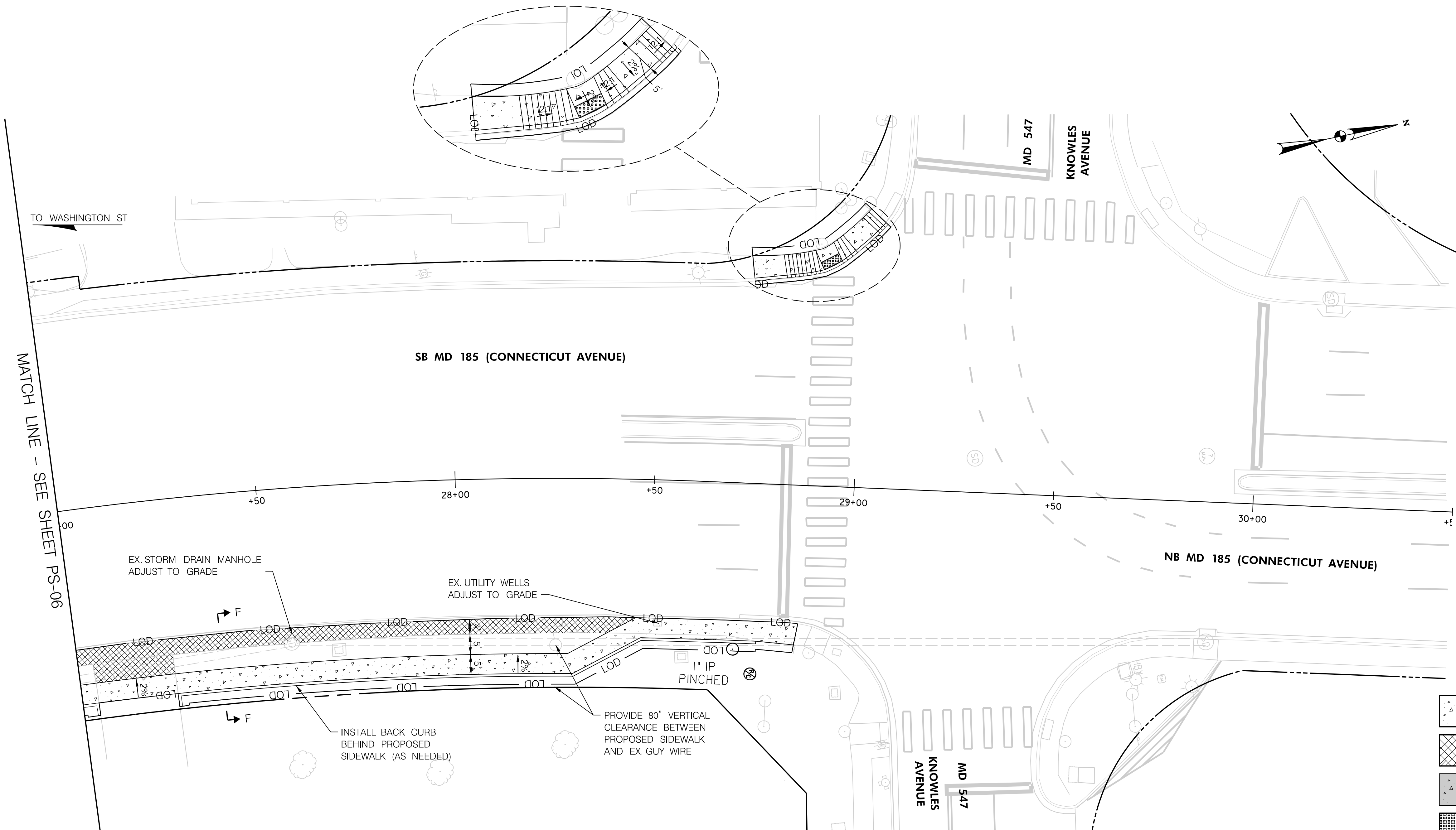
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BY: wminor



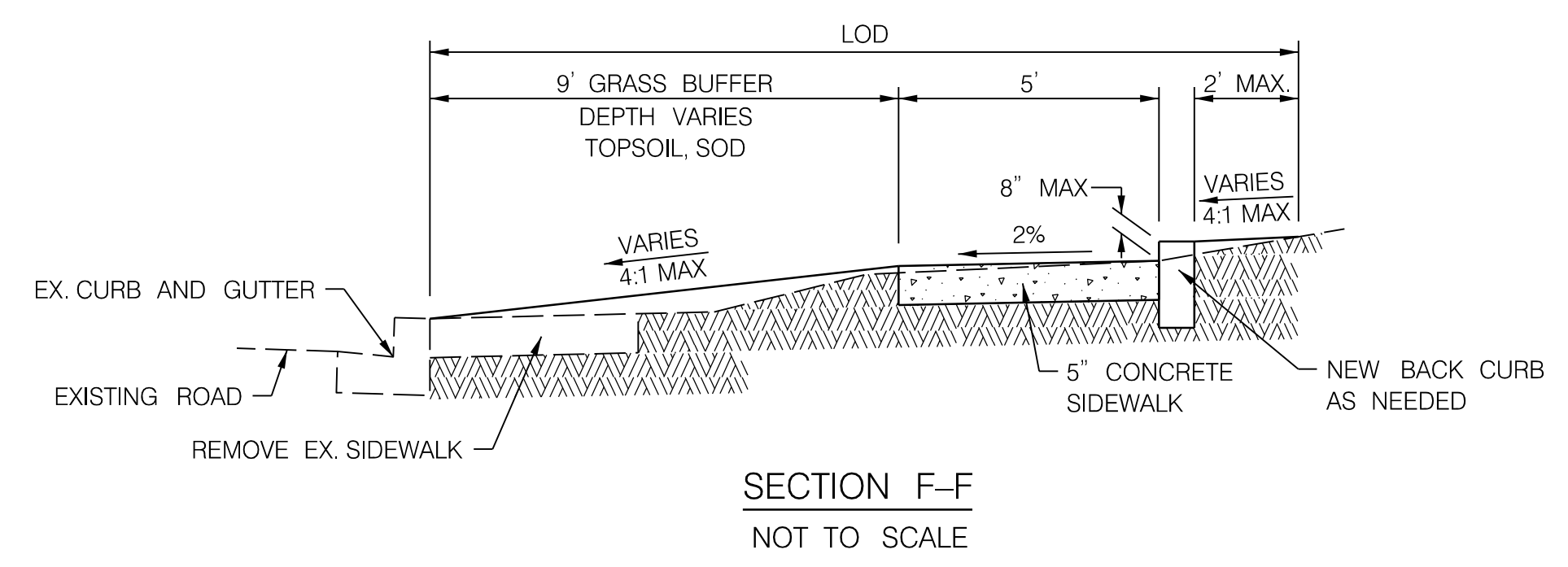
LOCATION MAP
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MATCH LINE - SEE SHEET PS-06

LEGEND

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DRAWING NO. PS 07	OF 07	SHEET NO. ## OF ##

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Whitman, Requardt & Associates, LLP
801 South Caroline Street, Baltimore, Maryland 21231

BY: wminor

Resolution No. R-16-2024**Adopted:**

A Resolution of the Mayor and Town Council of Kensington approving a Variance to allow a six-foot (6') fence within the front plane of the property located at 3417 Plyers Mill Road, in accordance with Section 5-109, "Fences, Walls, and Retaining Walls", of the Town Code.

WHEREAS, the Town received a permit application for the installation of a six-foot (6') fence in the front plane of the property by Rachael and Jason Leffler, ("the Applicants"), for certain real property located at 3417 Plyers Mill Road, ("the Property"); and

WHEREAS, the fence would exceed the allowed height of a fence within the front plane of a residential property, in accordance with Section 5-109, "Fences, Walls, and Retaining Walls", of the Town Code; and

WHEREAS, the Applicants have filed a Variance request before the Town Council to allow for a six-foot (6') fence within the front plane of the property located at 3417 Plyers Mill Road; and

WHEREAS, the Town Council may grant a petition for a Variance after a Hearing in which the Council finds that:

1. Strict application of the Town regulations would result in peculiar and unusual practical difficulties to, or exceptional or undue hardship upon, the owner of the property;
2. The Variance is the minimum reasonably necessary to overcome any exceptional conditions; and
3. The Variance can be granted without substantial impairment of the intent, purpose, and integrity of this article.

WHEREAS, the Mayor and Council conducted a Public Hearing on the Variance request at the September 10, 2024, Council meeting, after due notice to the public and to the adjacent neighbors, and received testimony on the requested Variance. The Council closed the record following the Public Hearing.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Kensington, based on the testimony presented at the Public Hearing on September 10, 2024, and evidence submitted, adopts the following findings of fact and conclusions of law:

Findings of Fact:

1. Rachael and Jason Leffler, (“the Applicants”), are the owners of 3417 Plyers Mill Road, Kensington, Maryland, which is zoned single-family residential (“the property”).
2. The Applicants have requested to install a six-foot (6’) fence within the front plane of the property, which would replace an existing six-foot (6’) fence, to maintain privacy between what is considered the rear yard at 3417 Plyers Mill Road, and the adjacent property at 3415 Plyers Mill Road.
3. The property at 3417 Plyers Mill Road is a corner lot, in which the eastern side lot of the property, where the fence is to be installed, is primarily used as the rear yard of the applicants and abuts the front plane of the property located at 3415 Plyers Mill Road.

Conclusions of Law:

1. The Strict application of the Town’s regulations would result in peculiar and unusual practical difficulties due to the unique layout of the property, as 3417 Plyers Mill Road is a corner lot, in which the eastern side of the property is utilized as the rear yard.
2. The proposed Variance is the minimum necessary to overcome the unique condition of the property and would be replacing an existing six-foot (6’) fence that had been previously installed and permitted by the Town.
3. The Variance can be granted without impairment of the intent, purpose, and integrity of this article.

BE IT FURTHER RESOLVED THAT the Variance request to install a six-foot (6’) fence within the front plane of the property located at 3417 Plyers Mill Road be and it is hereby granted.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 10th day of October, 2024.

EFFECTIVE the 10th day of October, 2024.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

**Resolution No. R-17-2024
Adopted:**

A Resolution of the Mayor and Town Council of Kensington to Adopt the Montgomery County Hazard Mitigation Plan for 2024.

WHEREAS, the Montgomery County Hazard Mitigation Plan of 2024 (“the Plan”) was developed by a core planning team including County agencies, utility companies, community and volunteer organizations, and municipalities; and

WHEREAS, the Plan has been approved by the Maryland Emergency Management Agency and the Federal Emergency Management Agency; and

WHEREAS, the purpose of the Plan is to identify policies, capabilities, activities and tools to help make Montgomery County and its municipalities more resilient in the face of future disasters; and

WHEREAS, the County Office of Emergency Management and Homeland Security (OEMHS) is requesting that all municipalities adopt the Plan in order to have a uniform approach to hazard events and for municipalities to be eligible for FEMA pre- and post-disaster mitigation grant funding; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Kensington that the Montgomery County Hazard Mitigation Plan of 2024 is adopted.

Adopted this 10th Day of October, 2024.

Tracey C. Furman, Mayor

This is to certify that the foregoing Resolution was adopted by the Mayor and Town Council in public meeting assembled on the 10th day of October, 2024.

Susan C. Engels, Clerk-Treasurer



LOCAL HAZARD MITIGATION PLANNING

Hazard Mitigation Planning for Resilient Communities

Disasters can cause loss of life; damage buildings and infrastructure; and have devastating consequences for a community's economic, social, and environmental well-being. Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. In other words, hazard mitigation keeps natural hazards from becoming natural disasters.

Hazard mitigation is best accomplished when based on a comprehensive, long-term plan developed before a disaster strikes. Mitigation planning is the process used by state, tribal, and local leaders to understand risks from natural hazards and develop long-term strategies that will reduce the impacts of future events on people, property, and the environment.

The Local Mitigation Planning Process

The mitigation plan is a community-driven, living document. The planning process itself is as important as the resulting plan because it encourages communities to integrate mitigation with day-to-day decision making regarding land use planning, floodplain management, site design, and other functions. Mitigation planning includes the following elements:

Public Involvement – Planning creates a way to solicit and consider input from diverse interests, and promotes discussion about creating a safer, more disaster-resilient community. Involving stakeholders is essential to building community-wide support for the plan. In addition to emergency managers, the planning process involves other government agencies, businesses, civic groups, environmental groups, and schools.

Risk Assessment – Mitigation plans identify the natural hazards and risks that can impact a community based on historical experience, estimate the potential frequency and magnitude of disasters, and assess potential losses to life and property. The risk assessment process provides a factual basis for the activities proposed in the mitigation strategy.

Mitigation Strategy – Based on public input, identified risks, and available capabilities, communities develop mitigation goals and objectives as part of a strategy for mitigating hazard-related losses. The strategy is a community's approach for implementing mitigation activities that are cost-effective, technically feasible, and environmentally sound as well as allowing strategic investment of limited resources.

Disaster Mitigation Act of 2000

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, is intended to “reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters.”

Under this legislation, state, tribal, and local governments must develop a hazard mitigation plan as a condition for receiving certain types of non-emergency disaster assistance through the Hazard Mitigation Assistance Programs. The regulatory requirements for local hazard mitigation plans can be found at Title 44 Code of Federal Regulations §201.6.

For more information about FEMA's Hazard Mitigation Assistance Grants, visit: www.fema.gov/hazard-mitigation-assistance.

Benefits of Hazard Mitigation

Mitigation is an investment in your community's future safety and sustainability. Mitigation planning helps you take action now, before a disaster, to reduce impacts when a disaster occurs. Hazard mitigation planning helps you think through how you choose to plan, design, and build your community and builds partnerships for risk reduction throughout the community. Consider the critical importance of mitigation to:

- Protect public safety and prevent loss of life and injury.
- Reduce harm to existing and future development.
- Maintain community continuity and strengthen the social connections that are essential for recovery.
- Prevent damage to your community's unique economic, cultural, and environmental assets.
- Minimize operational downtime and accelerate recovery of government and business after disasters.
- Reduce the costs of disaster response and recovery and the exposure to risk for first responders.
- Help accomplish other community objectives, such as capital improvements, infrastructure protection, open space preservation, and economic resiliency.

Having a hazard mitigation plan will increase awareness of hazards, risk, and vulnerabilities; identify actions for risk reduction; focus resources on the greatest risks; communicate priorities to state and federal officials; and increase overall awareness of hazards and risks.

Mitigation Activities for Risk Reduction

Possible mitigation activities may include:



Adoption and enforcement of regulatory tools, including ordinances, regulations, and building codes, to guide and inform land use, development, and redevelopment decisions in areas affected by hazards.



Acquisition or elevation of flood-damaged homes or businesses retrofit public buildings, schools, and critical facilities to withstand extreme wind events or ground shaking from earthquakes.



Creating a buffer area by protecting natural resources, such as floodplains, wetlands, or sensitive habitats. Additional benefits to the community may include improved water quality and recreational opportunities.



Implement outreach programs to educate property owners and the public about risk and about mitigation measures to protect homes and businesses.

Mitigation Plan Implementation & Monitoring

History shows that hazard mitigation planning and the implementation of risk reduction activities can significantly reduce the physical, financial, and emotional losses caused by disasters. Putting the plan into action will be an ongoing process that may include initiating and completing mitigation projects and integrating mitigation strategies into other community plans and programs. Monitoring the plan's implementation helps to ensure it remains relevant as community priorities and development patterns change.

Planning Guidance, Tools, and Resources

FEMA provides a variety of guidance, tools, and resources to help communities develop hazard mitigation plans. These resources and more can be found online at: www.fema.gov/hazard-mitigation-planning-resources.

- [Hazard mitigation planning laws, regulations, and policies](#) guide development of state, local, and tribal FEMA-approved hazard mitigation plans.
- The [Local Mitigation Planning Handbook](#) is the official guide for governments to develop, update, and implement local plans. The Handbook includes guidance, tools, and examples communities can use to develop their plans.
- [Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards](#) provides ideas for mitigation actions.
- Visit www.fema.gov/hazard-mitigation-planning-training for more information on available online and in-person mitigation planning training.

"FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards."

**Resolution No. R-18-2024
Adopted:**

A Resolution of the Mayor and Town Council of Kensington to Approve the First Amendment to the Purchase Agreement with 9323B AND 9327 FRASER AVENUE, LLC, to acquire 10528 St. Paul Street, Kensington, MD, to make provision for the continuation of a lease through January 31, 2025, with the current tenant MXD SERVICES, LLC; to accept the Assignment of the Lease between 9323B AND 9327 FRASER AVENUE, LLC, Landlord; and MXD SERVICES, LLC, Tenant, for the period November 1, 2024, through January 31, 2025, and to approve the form of a Second Amendment to Lease between 9323B AND 9327 FRASER AVENUE, LLC, Landlord, and MXD SERVICES, LLC, Tenant, extending the lease through January 31, 2025.

Whereas, Article VI, “Powers of the Council”, Section 601, “General Powers”, of the Town Charter authorizes the Mayor and Council to take action as it may deem necessary for the good government of the Town; for the protection and preservation of property, rights, and privileges; for the preservation of peace and good order; for securing person and property from violation, danger, or destruction; and for the protection and promotion of the health, safety, and welfare of the residents and visitors of the Town; and

Whereas, pursuant to §5-203 of the Local Government Article, Annotated Code of Maryland, the Town pursuant to State law is authorized to acquire real property by purchase; and

Whereas, the Mayor and Council authorized a Purchase Agreement with 9323B and 9327 FRASER AVENUE, LLC (“Owner”) for the purchase of the real property located at 10528 St. Paul Street, Kensington, MD 20740 (“the Property”); and

Whereas, the Mayor and Council adopted Ordinance O-01-24 to authorize the purchase of the Property from the Owner, with settlement to proceed on November 1, 2024;

Whereas, there is a current tenant at the Property, MXD SERVICES, LLC, DBA SERVPRO (“ServPro”), under a Lease Agreement (“Lease”) with a term that ends on October 31, 2024; and

Whereas, ServPro has signed a lease with 3925 Plyers LLC, with a lease term to begin on February 1, 2025, to rent the premises located at 3925 Plyers Mill Road; and

Whereas, ServPro has requested that the Town authorize the extension of the lease term at the Property, now set to end on October 31, 2024, to and until January 31, 2025, to allow for its transition without interruption from the Property to its new location at 3925 Plyers Mill Road, on the same terms and conditions as those included in its current lease with the Owner; and

Whereas, the Mayor and Council have determined that it is in the public interest to assist the transition without interruption of ServPro from its current location at the Property to 3925

Plyers Mill Road under the terms and conditions of the current lease by accepting an assignment of the Lease and extending the Lease term through January 31, 2025; and

Whereas, to authorize an extension of the Lease as described, it is necessary that the Owner and the Town of Kensington agree to and sign a First Amendment to Purchase Agreement, and an Assignment and Assumption of the Lease, and that the Owner and ServPro agree to and sign a Second Amendment to the Lease; and

Whereas, the Mayor and Town Council have determined that, in order to effectuate the extension of the Lease term to January 31, 2025, it is in the public interest to authorize the Town Manager to sign a First Amendment to the Purchase Agreement and the Assignment and Assumption of Lease, and to approve the form of the Second Amendment to the Lease, in substantially the form as attached to this Resolution

Now, Therefore, Be It Resolved by the Mayor and Council of the Town of Kensington that the First Amendment to the Purchase Agreement and the Assignment and Assumption of Lease are hereby approved in substantially the form attached, and that the form of the Second Amendment to the Lease, in substantially the form attached is approved.

Adopted by the Town Council this 10th day of October, 2024.

Effective the 10th day of October, 2024.

ATTEST:

TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

THIS IS TO CERTIFY that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 10th day of October, 2024.

By: _____
Susan C. Engels, Clerk – Treasurer

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “**Amendment**”) is made this ____ day of October, 2024, by and between **9323B AND 9327 FRASER AVENUE, LLC** (“**Seller**”) and **TOWN OF KENSINGTON**, a Municipal Corporation (“**Purchaser**”).

WHEREAS, the parties hereto entered into a Purchase Agreement, dated May 23, 2024 (the “**Purchase Agreement**”), for the purchase of real property and certain other assets located on land known as 10528 St. Paul Street, Kensington, MD 20895 (the “**Property**”), as further described in the Purchase Agreement; and

WHEREAS, the parties hereto desire to amend the Purchase Agreement in order to document their agreement concerning an extension of term of the existing lease for the Property, and assignment of such lease at closing, subject to execution of a second amendment to the existing lease, as more fully described below.

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

1. **Recitals.** All of the above-referenced Recitals are incorporated into and made a substantive part hereof.
2. **Defined Terms.** All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.
3. Paragraph 7.1 of the Purchase Agreement is hereby amended in its entirety, subject to a contemporaneous execution of a certain Second Amendment to Lease, to read as follows:

7.1 Possession/Assignment of the Lease. Notwithstanding anything in the Agreement to the contrary, the parties hereto hereby acknowledge and agree that Seller will not give full, complete and actual possession of the Property to Purchaser on the Closing Date. Purchaser hereby acknowledges that, at the Closing, it shall take title to the Property subject to the rights of MDX Services, LLC (“**Tenant**”) under the terms of that certain Lease by and between Tenant and Seller, dated October 3, 2014 (as amended, the “**Lease**”), as amended by that certain Amendment to Lease, dated June 3, 2019, and as further amended by that certain Second Amendment to Lease, attached hereto and incorporated herein as **Exhibit A**, on the condition that said Second Amendment is executed by Seller and Tenant upon execution of this Amendment by Seller and Purchaser.

At the Closing, Purchaser and Seller shall enter into an assignment of the Lease to Purchaser, in the form attached hereto as **Exhibit B**. Any rental and other payments under the Leases shall be prorated between the parties as provided in this Purchase Agreement. Tenant’s security deposit, in the amount of \$4,320.00 (the “**Security Deposit**”), shall be

transferred to Purchaser at Closing; provided, however, that at the Seller's option in connection with Seller's tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code, Seller may transfer the Security Deposit to Purchase outside of Closing.

4. **Effect of this Amendment.** Except as otherwise expressly amended or modified herein, all other terms and conditions contained in the Purchase Agreement shall remain the same and in full force and effect.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

SELLER:
9323B AND 9327 FRASER AVENUE, LLC

By: _____
Name: _____
Title: _____

PURCHASER:
TOWN OF KENSINGTON

By: _____
Name: _____
Title: _____

Exhibit A

Form of Second Amendment to Lease

Exhibit B

Form of Assignment of Lease

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made this ____ day of October, 2024, by and between **9323B AND 9327 FRASER AVENUE, LLC (“Landlord”)**, and **MXD SERVICES, LLC (“Tenant”)**.

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease dated October 3, 2014, as amended by that certain Amendment to Lease dated June 3, 2019 (as amended, the “**Lease**”), whereby Tenant leases certain property known as 10528 St. Paul Street, Kensington, MD 20895 County, Maryland, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant mutually desire to amend the Lease as more particularly set forth below.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** All of the above-referenced Recitals are incorporated into and made a substantive part hereof.
2. **Defined Terms.** All capitalized terms used in this Amendment which are not defined herein shall have the meaning given such terms in the Lease.
3. **Lease Term.** Notwithstanding anything in the Lease to the contrary, the lease term is hereby extended so that the Lease shall expire as of December 31, 2024 (the “**Extension**”). Rent during the Extension shall be \$6,642.64 per month.
4. **No Brokers.** Landlord and Tenant represent and warrant to each other that there are no brokerage commission or finders’ fees of any kind due in connection with this Amendment, and each of the parties hereto shall indemnify the other, and hold it harmless from any and all liabilities, damages, costs, claims and obligations arising from any such claims (including, without limitation, the cost of attorneys’ fees in connection therewith).
5. **Ratification of Lease.** All other terms, covenants and conditions of the Lease shall remain the same and continue in full force and effect, and shall be deemed unchanged, except as such terms, covenants and conditions of the Lease have been amended or modified by this Amendment and this Amendment shall, by this reference, constitute a part of the Lease. In the event of a conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.
6. **Authority.** Each party executing this Amendment hereby represents and warrants that the individual(s) executing this Amendment on behalf of such party has/have full power and authority to bind such party to the terms hereof.
7. **Counterparts and Electronic Signatures.** This Amendment may be executed and

delivered in multiple counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The counterparts of this Amendment may be executed and delivered by facsimile, scanned and delivered electronically (including as a “pdf” or similar format) or signed electronically using an e-signature solution (including Adobe Sign) by either of the parties and such facsimile, scanned and electronically delivered or other electronic signatures shall be deemed original signatures for purposes of this Amendment, and all matters related thereto, and shall have the same legal effect as original signatures.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed as of the day and year first above written.

LANDLORD:

9323B AND 9327 FRASER AVENUE, LLC

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

MXD SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the “**Assignment**”) dated as of November 1, 2024, is between **9323B AND 9327 FRASER AVENUE, LLC**, a Maryland limited liability company (“**Assignor**”), and **TOWN OF KENSINGTON**, a Municipal Corporation (the “**Assignee**”).

Recitals

A. Assignor is the lessor under the terms of that certain Lease by and between Assignor and MDX Services, LLC (“**Tenant**”), dated October 3, 2014, as amended by that certain Amendment to Lease, dated June 3, 2019, and as further amended by that certain Second Amendment to Lease dated October __, 2024 (as amended, the “**Lease**”), with respect to that certain real property and improvements thereon commonly known as 10528 St. Paul Street, Kensington, MD 20895, and more particularly described in **Exhibit A** attached hereto (the “**Property**”), which Lease is attached hereto as **Exhibit B**.

B. Assignor and Assignee entered into an Agreement of Sale dated as of June 5, 2024, as amended by a First Amendment to Purchase Agreement dated October ____, 2024, (the “**Purchase Agreement**”), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

C. Assignor desires to assign its’ interest as lessor in the Lease to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. **Assignment**. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of its right, title, and interest in and to the Lease, and Assignee hereby accepts such assignment and assumes and agrees to perform and observe all of the Assignor’s obligations under the Lease arising from and after the date hereof including the obligations and duties of Assignor relating to any tenant deposits arising from and after the date hereof.

2. **Indemnification by Assignor**. Assignor agrees to defend, indemnify and hold Assignee harmless from and against any and all causes, claims, demands, losses, liabilities, costs, damages, expenses and fees, including, but not limited to, reasonable attorneys’ fees incurred directly or indirectly as a result of or in connection with any claim made by a third person seeking to impose liability or having imposed liability upon Assignee for an obligation incurred by Assignor in connection with any of the Leases prior to the date hereof.

3. **Indemnification by Assignee**. Subject to and without waiving common law and other governmental immunities and the provisions of §5-301 *et seq.* and §5-507, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to reasonable attorneys’ fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to

perform or comply with any of the obligations of lessor or landlord under the Leases accruing from and after the date hereof.

4. **Costs and Expenses.** In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the sole prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs, as awarded by a court of competent jurisdiction.

5. **Prorations.** Any rental and other payments under the Leases shall be prorated between the parties as provided in the Purchase Agreement.

6. **Binding Effect; Assignment.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of Maryland.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

9. **Third Party Beneficiary.** This Assignment is entered into solely for the benefit of the Assignor and Assignee. No third party will be deemed a beneficiary of this Assignment, and no third party will have the right to make any claim or assert any right under this Assignment, except as set out herein.

[Signatures on following page]

Assignor and Assignee have executed this Agreement the day and year first above written.

SELLER:
9323B AND 9327 FRASER AVENUE, LLC

By: _____
Name: _____
Title: _____

PURCHASER:
TOWN OF KENSINGTON

By: _____
Name: _____
Title: _____

EXHIBIT A
Description of Real Property

That property containing approximately .2022 acres of land with improvements thereon, known as 10528 St. Paul Street, Kensington, Montgomery County, Maryland and as described as part of Lot 8 (eight) "Knowles Estates", Montgomery County, Maryland shown in Plat Book 1, Plat No. 24.

The improvements thereon being known as 10528 St. Paul Street, Kensington, MD 20895. Tax ID: 13-01025723.

Resolution No. R-19-2024
Adopted:

A Resolution of the Mayor and Town Council of Kensington Authorizing a Contract with Ecology Services Refuse & Recycling, LLC, for the term of one-year, beginning January 1, 2025, and for three additional one-year options, to provide Trash, Recycling, Yard Waste, and Bulk Trash Services.

Whereas, Article VI, “Powers of the Council”, Section 601, “General Powers”, of the Town Charter authorizes the Mayor and Council to take action as it may deem necessary for the good government of the Town; for the protection and preservation of property, rights, and privileges; for the preservation of peace and good order; for securing person and property from violation, danger, or destruction; and for the protection and promotion of the health, safety, and welfare of the residents and visitors of the Town; and

Whereas, Article VI, “Powers of the Council”, Section 602, “Specific Powers”, Subsection 19, “Garbage”, of the Town Charter authorizes the Mayor and Council to require waste and hazardous waste materials to be removed to designated points in an organized manner; and

Whereas, the Mayor and Council in accordance with Chapter II, Section 2-404, “Awarding of Bids”, awarded a contract for trash, recycling, bulk trash and yard waste services to Ecology Services Refuse & Recycling, LLC, Resolution R-17-2018, which was extended in 2021 and in 2023 through December 31, 2024; and

Whereas, Ecology Services Refuse & Recycling, LLC, provided the Town with a proposal for collection services based on rates for a recently awarded competitively bid contract with Garrett Park, Maryland, in which Ecology proposes a five percent (5%) increase per collection unit for 2025, and three one-year renewal options at the prior year’s base rate, as adjusted by the CPIU for the Washington, DC, Metropolitan area, with adjustment of the contract price when tipping fees are increased, and recognition of increased gas prices when agreed by both parties (Exhibit A); and

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

Whereas, in accordance with Section 2-404 of the Town Code, the Mayor and Council may, by an extra-majority vote, (defined as one more than a majority of those present and voting) authorize the bypassing of any or all bid procedure steps in cases which, in the Council’s judgment, warrant such action; and

Whereas, the Mayor and Town Council have determined that it is in the public interest to authorize the Town Manager to accept the Contract proposal for a one-year term, with the option of three additional one-year terms on substantially the terms and conditions set out in the attached contract.

Now, Therefore, Be It Resolved by the Mayor and Council of the Town of Kensington that a contract in substantially the form attached to accept the Contract proposal from Ecology Services Refuse & Recycling, LLC, for trash, recycling, yard waste and bulk trash removal for calendar year 2025, with options for up to three additional one-year terms, with pricing increases based on the CPIU and tipping fees , as follows, to be signed by the Town Manager, be and it is hereby approved:

Weekly (Twice) Trash	601 Units	\$13.40 - per unit, per month	\$96,640.80
Weekly Recycling	575 Units	\$7.11 – per unit, per month	\$49,059.00
Weekly Yard Waste	574 Units	\$5.34 – per unit, per month	\$36,781.92
Weekly Bulk	574 Units	\$1.35 – per unit, per month	\$9,298.80
			\$191,780.52

Adopted by the Town Council this 10th day of October, 2024.

Effective the 1st day of January, 2025.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

THIS IS TO CERTIFY that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 10th day of October, 2024.

By: _____
Susan C. Engels, Clerk – Treasurer

**Resolution No. R-20-2024
Adopted:**

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract Agreement with Playground Specialists, Inc., for the Purchase and Installation of ADA Playground Equipment and Surfacing at St. Paul Park; in which funding for the project was Awarded through a Community Parks and Playground grant with the State of Maryland.

WHEREAS, the Town requested a proposal from Playground Specialists, Inc., for the purchase and installation of ADA playground equipment, surfacing, and upgrades at St. Paul Park; and

WHEREAS, the Mayor and Council have determined that the proposal provided by Playground Specialists, Inc. meets the needs of the Town; and

WHEREAS, the Town made application and has been approved for a State of Maryland Community Parks and Playground grant to assist in the purchase and installation of ADA playground equipment upgrades, in the amount \$177,801; and

WHEREAS, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-404, "Awarding of Bids", the Council may decide by an extra-majority vote (defined as one more than a majority of those present and voting) to authorize the bypassing of any or all bid procedure steps in cases which, in the Council's judgement, warrant such action; and allow the Town Manager to directly negotiate with any supplier if it is in the Town's best interest; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to accept the proposal from Playground Specialists, Inc., with a contract price of \$168,575.00, on the terms and conditions as set out in the Proposal, and as approved by the Town Attorney.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council authorize the Town Manager to enter into a contract with Playground Specialists, Inc. in an amount not to exceed \$177,801, in substantially the form attached, subject to final approval of terms by the Town Attorney, be and it is hereby approved.

ADOPTED by the Town Council this 10th day of October, 2024.

EFFECTIVE the 10th day of October, 2024.

Tracey C. Furman, Mayor

THIS IS TO CERTIFY is to certify that the foregoing Resolution was adopted by the Town Council in public meeting assembled on the 10th day of October, 2024.

Susan Engels, Clerk-Treasurer



Playground Specialists Inc
 29 Apples Church Road
 Thurmont, MD 21788
 +1 8003850075
 www.playspec.com

EXHIBIT A

ADDRESS

TOWN OF KENSINGTON
 ATTN: CONNOR CRIMMINS
 3710 MITCHELL ST
 KENSINGTON, MD 20895

SHIP TO

ST PAUL PARK
 PHASE 1
 C/O PLAYGROUND
 SPECIALISTS

Proposal 29866C

DATE 09/13/2024

SALES REP

JEFF STONE

TYPE	QTY	RATE	AMOUNT
REMOVAL REMOVE AND DISPOSE OF APPROX 75 CY EXISTING MULCH IN SWING AREA PLUS GRASS, SOIL, AND ASPHALT IN BETWEEN SWING AND LARGE PLAY AREA TO COMBINE TOGETHER FOR SINGULAR LARGE PLAY AREA ALONG WITH 25 LIN FT EXISTING PLASTIC BORDERS - INCLUDES DUMPSTER CHARGES	1	9,300.00	9,300.00
GRADING GRADING TO PREP FOR NEW EQUIPMENT, RUBBER, AND STONE BASE	1	3,000.00	3,000.00
PLAYWORLD EQUIPMENT ZZCH0356 - 3.5" X 88" STEEL POST W/ CAP	4	247.00	988.00
PLAYWORLD EQUIPMENT ZZCH4298 - ABC & 123 PANEL (GROUND LEVEL)	1	1,496.00	1,496.00
PLAYWORLD EQUIPMENT ZZCH4350 - TIC-TAC-TOE ACTIVITY WALL	1	1,976.00	1,976.00
PLAYWORLD EQUIPMENT ZZCH4538 - SPIN RACER PANEL (GROUND LEVEL)	1	1,758.00	1,758.00
PLAYWORLD EQUIPMENT ZZXX0483 - COZY COCOON - SPINNING	1	4,145.00	4,145.00
DISCOUNT FACTORY DISCOUNT OFF LIST PRICES ABOVE	1	-1,555.00	-1,555.00
IDG PLA-0009 - SPIN STATION	1	13,900.00	13,900.00
DISCOUNT FACTORY DISCOUNT OFF LIST PRICE ABOVE	1	-695.00	-695.00
CRE8PLAY 1000263 - STONE ABACUS	1	13,328.00	13,328.00
PERCUSSION PLAY SOPRANO QUARTET ENSEMBLE - INGROUND	1	7,370.00	7,370.00
MYTCOAT TRD46-D-04-013 - 46" ROUND PORTABLE TABLE - 3 SEAT - PUNCHED STEEL - INDUSTRY STANDARD COATING	1	1,325.00	1,325.00

TYPE	QTY	RATE	AMOUNT
F-121 PLAYSPEC SOCIAL SEAT	2	1,168.00	2,336.00
F-123 COMMUNICATION BOARD	1	4,315.00	4,315.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY	1	19,586.00	19,586.00
TIMBERS INSTALL 255 LIN FT TWO TIER 4 X 6 TIMBERS	255	21.00	5,355.00
CONCRETE FORM AND POUR 80 SQ FT CONCRETE SLAB 4" THICK	1	2,500.00	2,500.00
PLAYSPEC RAINBOW INSTALL 2,940 SQ FT 2" PLAYSPEC RAINBOW BONDED RUBBER PLUS 1.5" PAD	2,940	18.00	52,920.00
STONE COMPACTED # 57 STONE FOR RUBBER AND CONCRETE BASE	1	20,052.00	20,052.00
RUBBER NOTE CONTRACTOR NOT RESPONSIBLE FOR SECURITY AND VANDALISM DURING RUBBER INSTALLATION AND CURING TIME			

*Net 30 w/ PO

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days unless specified above.

*Absolutely no engineering, permits, permit fees, bonding, drainage, or additional insurance included in above pricing unless specified on line item.

*Additional mobilization, poor soils, limited access, or utility issues may result in change orders.

*Standard lead times always apply. Contact sales agent for details.

**Sign and return when approved. Thank you!

SUBTOTAL	163,400.00
TAX (0%)	0.00
SHIPPING	5,175.00

TOTAL	\$168,575.00
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Accepted By

Accepted Date

**Resolution No. R-21-2024
Adopted:**

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract Agreement with Rose Brand East, for the fabrication and installation of new curtains for the windows and stage within the Drill Hall at the Kensington Town Hall.

WHEREAS, the Town requested proposals from theatrical curtain fabricators for the custom design and installation of new curtains within the Drill Hall for the windows, stage, and for new stage skirting, at the Kensington Town Hall; and

WHEREAS, Rose Brand East provided a proposal to design and install curtains for the Drill Hall windows and stage, along with designing and installing new skirting for the stage, as described within the Proposal (EXHIBIT A); and

WHEREAS, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-404, "Awarding of Bids", the Council may decide by an extra-majority vote (defined as one more than a majority of those present and voting) to authorize the bypassing of any or all bid procedure steps in cases which, in the Council's judgement, warrant such action; and allow the Town Manager to directly negotiate with any supplier if it is in the Town's best interest; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to accept the proposal from Rose Brand East, with a contract price of \$52,125.61, on the terms and conditions as set out in the Proposal, and as approved 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 enter into a Contract in substantially the form attached, with a contract price not to exceed \$52,125.61, with Rose Brand East.

Adopted by the Town Council this 10th day of October, 2024.

Effective this 10th day of October, 2024.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



Rose Brand East
 4 Emerson Lane, Secaucus, NJ 07094
 800-223-1624 201-809-1730 Fax: 201-809-1851

Rose Brand West CALLC.#1024256
 11440 Sheldon Street, Sun Valley, CA 91352
 800-360-5056 818-505-6290 Fax: 818-505-6293

Quote

Quote Number: 361297
 Date: 9/12/2024
 Terms: Net Due upon receipt

EXHIBIT A

Customer ID: 313054
Quote To:

 TOWN OF KENSINGTON
 3710 Mitchell Street
 Town Hall
 Kensington MD 20895
 United States

Ship To:

 TOWN OF KENSINGTON
 3710 Mitchell Street
 Town Hall
 Kensington MD 20895
 United States

S/P Name: Michael Cucciarre **PO Number:**
S/P Email: Mike.Cucciarre@rosebrand.com **Ship Via:** Deliver
S/P Phone: 201-809-1730 x241

Comment: We will take down the old curtains and leave them for you to dispose of.

Line	Part	Quantity		Unit Price	Ext Price
1	DRAP0001	24.000	Each	\$580.00	\$13,920.00
Details: Drape with Vertical Seams					
Material: Encore 64 in IFR 22 oz Various, Nap Down					
9 feet - 4.00 inches high x 7 feet - 6.00 inches wide					
With 50% Added Fullness via box pleats					
Full Liner: Blackout Lining 54 in IFR White White, Sewn to					
webbing - laced sides and loose bottom					
Top: PP webbing grommets & ties, 3 in. webbing with #3					
grommets on 12 inch centers.					
Bottom: Chain hem lined, 5 in.					
Stage Right: Flat hem, 2 in.					
Stage Left: Flat hem, 2 in.					
10	VL220001	65.000	Yard	\$22.60	\$1,469.00
Details: Encore 64 in IFR 22 oz Black					
11	TECH0001	1.000	Each	\$125.00	\$125.00
Details: Hardware and anchors					
12	ADCK0001	12.000	Each	\$866.86	\$10,402.32
Details: ADC Track Kit Model 260 14.00 Feet wide x 14 Feet					
high Single-track-with-overlap-armsWith Tension Floor					
Pulley					



ROSE BRAND®

Rose Brand East
4 Emerson Lane, Secaucus, NJ 07094
800-223-1624 201-809-1730 Fax: 201-809-1851

Rose Brand West CA Lic. #1024256
11440 Sheldon Street, Sun Valley, CA 91352
800-360-5056 818-505-6290 Fax: 818-505-6293

Quote

Quote Number: 361297

Date: 9/12/2024

Terms: Net Due upon receipt

Line	Part	Quantity	Unit Price	Ext Price
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----- Kit Components -----				
Kit Seq.	Part / Description	Qty	Per	
5.001	TR260002 2602 Master Carrier Solid Polyethylene Wheels with Overlap Arm	2.00	Each	
5.002	TR170021 1701 Single Carrier solid polyethylene wheels	28.00	Each	
5.003	TR170026 1703 Live End Pulley	1.00	Each	
5.004	TR170030 1704 Dead End Pulley	1.00	Each	
5.005	TR280065 2865 Tension Floor Pulley 3in Silver	1.00	Each	
5.006	ROPE0054 Rope Durastron 1/4 in By The ft (Full Piece 1400 ft)	59.00	Feet	
5.007	TR170012 1700-16 BESTEEL Channel 16ft	1.00	Each	

20	DRAP0001	1.000	Each	\$830.00	\$830.00
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Details: Stage skirt
Drape with Vertical Seams
Material: Encore 64 in IFR 22 oz Various, Nap Down
2 feet - 5.25 inches high x 44 feet - 0 inches wide
With 50% Added Fullness via box pleats, Unlined
Top: Velcro send mating pressure sensitive velcro, 2 in.
female Velcro on back
Bottom: Chain hem lined, 5 in.
Stage Right: Flat hem, 2 in.
Stage Left: Flat hem, 2 in.

21	DRAP0001	2.000	Each	\$270.00	\$540.00
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Details: Stage skirt
Drape with Vertical Seams
Material: Encore 64 in IFR 22 oz Various, Nap Down
2 feet - 5.25 inches high x 9 feet - 0 inches wide
With 50% Added Fullness via box pleats, Unlined
Top: Velcro send mating pressure sensitive velcro, 2 in.
female Velcro on back
Bottom: Chain hem lined, 5 in.
Stage Right: Flat hem, 2 in.
Stage Left: Flat hem, 2 in.



Rose Brand East
 4 Emerson Lane, Secaucus, NJ 07094
 800-223-1624 201-809-1730 Fax: 201-809-1851

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Quote

Quote Number: 361297
 Date: 9/12/2024
 Terms: Net Due upon receipt

Line	Part	Quantity		Unit Price	Ext Price
22	DRAP0001	1.000	Each	\$500.00	\$500.00
Details: Valance Drape with Vertical Seams Material: Encore 64 in IFR 22 oz Various, Nap Down 1 feet - 4.00 inches high x 26 feet - 6.00 inches wide With 50% Added Fullness via box pleats, Unlined Top: PP webbing & grommets (no ties), 3 in. webbing with #3 grommets on 12 inch centers. Bottom: Chain hem lined, 5 in. Stage Right: Flat hem, 2 in. Stage Left: Flat hem, 2 in.					
23	DRAP0001	2.000	Each	\$930.00	\$1,860.00
Details: Main curtain Drape with Vertical Seams Material: Encore 64 in IFR 22 oz Various, Nap Down 12 feet - 5.00 inches high x 15 feet - 0 inches wide With 50% Added Fullness via box pleats Reverse and Repeat, Unlined Top: PP webbing grommets & CCF-2s, 3 in. webbing with #3 grommets on 12 inch centers. Bottom: Chain hem lined, 5 in. Stage Right: Turnback, half width in. Stage Left: Flat hem, 2 in.					
24	TR170021	4.000	Each	\$7.52	\$30.08
Details: 1701 Single Carrier solid polyethylene wheels					
25	ROPE0054	90.000	Feet	\$0.30	\$27.00
Details: Rope Durastron 1/4 in By The ft (Full Piece 1400 ft)					
26	INST0001	1.000	Each	\$16,400.00	\$16,400.00
Details: Install the above stage curtains and window treatments using labor proficient in this work, paid at no prevailing wages.					
27	LFTR0001	1.000	Each	\$1,500.00	\$1,500.00
Details: Scaffold rental AND GENIE LIFT					
"Curbside" Freight Charge					\$2,500.00



ROSE BRAND®

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800-360-5056 818-505-6290 Fax: 818-505-6293

<h2>Quote</h2>
Quote Number: 361297
Date: 9/12/2024
Terms: Net Due upon receipt

**** Quote may not include applicable charge(s) for Freight ****

Sales Tax is based on the Ship To address, products, prices and quantities at the time of quotation; any changes made will therefore change the amount of sales tax charged.

I verify the above quotation accurately reflects our agreement and I approve fulfillment of this order on behalf of my company listed in the "Quote To" box. I also agree to the additional terms and conditions found at <https://www.rosebrand.com/customer/terms.aspx>. The appropriate deposit, if required, will accompany this acknowledgement of purchase.

Lines Total:	\$47,603.40
Miscellaneous Charges:	\$2,500.00
Discounts:	\$0.00
Estimated Sales Tax:	\$2,022.21
QUOTE TOTAL:	\$52,125.61

X _____ Date: _____

****Prices quoted are valid for 14 days from date quoted****
Rose Brand reserves the right to modify prices without notice. Please check with your salesperson before placing the order to confirm real time pricing.