

Mayor Tracey Furman

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



**Council Member Nate Engle
Council Member Stuart Sparker**

Released: October 6, 2025

Wednesday, October 8, 2025

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

<https://us02web.zoom.us/j/82183641438?pwd=1KpYpMSc0jr2Harb1oXfiNZtFHTuYH.1>

Meeting ID: 821 8364 1438

Password: 772680

Zoom Camera Use: We ask that if you join the meeting by Zoom, please turn your camera off except when asking a question or speaking.

Or you can attend 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

September 10, 2025, Town Council Meeting

THE MAYOR AND TOWN COUNCIL

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

1) Maryland Developmental Disabilities Council:

- a) Presentation by Kristen Bosak and Chris Rogers about the importance of inclusive playgrounds and the work that the Developmental Disabilities Council is doing in Maryland.

THE TOWN MANAGER AND STAFF

ORDINANCES, RESOLUTIONS, AND REGULATIONS

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

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

1. **Ordinance No. O-05-2025**– An Ordinance of the Mayor and Council of the Town of Kensington Authorizing the Acquisition of certain property located at 10415 Montgomery Avenue, Kensington, Maryland, for a public purpose.
 - a. *The Public Record closed at 4:00 pm on Friday, October 3, 2025. There will be no additional Public Comment on the Ordinance.*
 - b. *The Council will vote on Ordinance No. O-05-2025 at the October 8 Council Meeting.*
2. **Resolution No. R-17-2025** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from Playground Specialists, Inc., to install the PlaySpec Rainbow, play-in-place (PIP), surfacing at St. Paul Park.
 - a. *Will require approval by an extra-majority vote (waiving advertising procedure) of the Town Council in accordance with Section 2-404, “Awarding of Bids”.*
3. **Resolution No. R-19-2025** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from Donohoe Construction for the Town Hall Offices Renovation project.
 - a. *Will require approval by an extra-majority vote (waiving advertising procedure) of the Town Council in accordance with Section 2-404, “Awarding of Bids”.*
4. **Resolution No. R-20-2025** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Shorb Landscaping for Landscape Maintenance Services at Clum Kennedy Park.

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 12, 2025

Please check the Town Calendar to confirm the Council date and time.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF KENSINGTON
AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY LOCATED AT 10415
MONTGOMERY AVENUE, KENSINGTON, MARYLAND, FOR A PUBLIC PURPOSE.

WHEREAS, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the Town of Kensington (hereinafter, the “Town”) has the power to pass such ordinances as it deems necessary to assure the good government of the municipality; protect and preserve the municipality's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the Town; and

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

WHEREAS, Section 602 of the Charter of the Town of Kensington implements and authorizes the Mayor and Town Council to exercise the authority granted under State law, including the acquisition of real property for any public purpose; and

WHEREAS, the Mayor and Town Council have determined that the acquisition of the real property located at 10415 Montgomery Avenue, Kensington, MD 20895, currently owned by Manufacturers and Traders Trust Company, as further referenced in a deed recorded at Liber 26103, Folio 405, in the Land Records of Montgomery County, Maryland, being LOTS 3 and 4, BLOCK 5, in the subdivision known as KENSINGTON PARK, as shown in Plat Book B at

CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks * * *	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance
CAPS	: Indicate matter added in amendment
[Brackets]	: Indicate matter deleted in amendment

Plat 4, in said Land Records, is needed for the public purpose of ensuring additional public parking in the Town's Business District; and

WHEREAS, the Mayor and Town Council desire to use the authority granted to the Town under State Law and the Town Charter to acquire the property for a future public parking facility.

Section 1. **NOW THEREFORE BE IT ORDAINED AND ENACTED** by the Mayor and Council of the Town of Kensington that the acquisition of the property located at 10415 Montgomery Avenue, Kensington, MD 20895, for the purchase price of \$930,000.00, on substantially the terms outlined in the attached Contract of Sale , for use as public parking within the Town's Business District, be and it is hereby adopted and approved.

Section 2. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the Town of Kensington that upon formal introduction of this proposed Ordinance, the Town Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the Town Clerk. The proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council, shall be:

- a. Posted at the town hall by the next business day;
- b. Posted on the official town website;
- c. Sent to those persons listed on the official town email list/mail subscription service; and
- d. Published once prior to the public hearing in the town newsletter or sent by substitute regular mail to newsletter circulation addresses.

The public hearing shall be held at least fifteen (15) days after introduction and may be held separately or in connection with a regular or special council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. This

Ordinance shall become effective on _____ provided that the ordinance or a fair summary thereof is:

- a. Posted at the town hall by the next business day for at least two (2) weeks;
- b. Posted on the official town website;
- c. Sent to those persons listed on the official town email list/mail subscription service;
- and
- d. Published once in the town newsletter.

If any part or provision of this ordinance is lawfully declared to be invalid, the part or provision held to be invalid shall not affect the validity of the ordinance as a whole or any remaining part thereof or of the Code.

INTRODUCED by the Mayor and Council of the Town of Kensington, Maryland at a public meeting assembled on the 15th day of July, 2025.

ADOPTED by the Mayor and Council of the Town of Kensington, Maryland at a public meeting assembled on the ____ day of _____ 2025.

EFFECTIVE the ____ day of _____, 2025.

ATTEST:

TOWN OF KENSINGTON

By: _____
Susan Engels, Clerk-Treasurer

By: _____
Tracey Furman, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, Town Attorney

CONTRACT OF SALE

THIS CONTRACT OF SALE (“Contract”) is between **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, with principal business offices located at One M&T Plaza, Buffalo, New York 14203, ATTN: Corporate Real Estate Department, 18th Floor (“Seller”) and **THE TOWN OF KENSINGTON**, a Maryland municipal corporation, with principal offices located at 3710 Mitchell Street, Kensington, MD 20895 (“Buyer”).

1. *The Property.* Subject to the terms and conditions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property located in Kensington, Montgomery County, Maryland, and known as 10415 Montgomery Avenue, **Town of Kensington, County of Montgomery, State of Maryland, having Tax Account Number 13-01022764**, and as further described by legal description as set forth on Exhibit A (legal description to be confirmed by Buyer at Buyer’s expense by an updated title report and/or survey) attached hereto and by this reference incorporated herein, together with all applicable improvements and all the rights and appurtenances thereto. The property described in Exhibit A, together with its appurtenances and improvements, if any, is hereinafter called the “Property.” The items set forth on Exhibit B, attached hereto and by this reference incorporated herein (“Seller’s Personalty”), are expressly excluded from sale and shall be removed from the Property before Settlement and the Property shall be left in a vacant and broom clean condition. Any personal property of Seller left in the Building at the time of Settlement shall become the property of Buyer.

2. *Purchase Price* The purchase price for the Property is Nine Hundred Thirty Thousand and 00/100 Dollars (\$930,000.00). Buyer shall pay the Purchase Price as follows:

(a) Upon the execution of this Contract, Buyer shall deliver to Seller the sum of Ninety-Three Thousand and 00/100 Dollars (\$93,000.00) in cash, by means of cash or wire transfer (the “Deposit”). The Deposit shall be held by Seller in a non-interest-bearing account to secure the payment of the Purchase Price and the performance of Buyer under the terms of this Contract. The Deposit shall be applied at Settlement to the payment of the Purchase Price.

(b) At Settlement, payment of the Purchase Price by Buyer to Seller, will be made in cash, by means of wire transfer, less (i) the Deposit received by Seller, (ii) any credits permitted by this Contract, and (iii) any settlement adjustments provided by this Contract.

3. *Time and Place of Settlement.* Settlement with respect to the transaction described herein (“Settlement”) shall be held on or before ~~December 18~~**November 1**, 2025, but in any case, following completion of the last to occur of the Title Period as defined in Section 11, or the Study Period as defined in Section 12.2, at a time and location as the parties may mutually determine. It shall be the responsibility of the Buyer to select the person responsible for closing this transaction (“Closing Agent”), for the payment of fees to that person, and for furnishing

Form 1099-S to the Internal Revenue Service, if applicable. The physical presence of the Seller or its representatives shall not be a required condition of the Settlement if Seller has performed all acts and delivered to the Closing Agent all items and documents necessary for Settlement, together with written instructions of Seller which permit the Closing Agent to complete the obligations of Seller in connection with the Settlement.

4. *Deed to Property.* At Settlement, upon payment of the unpaid purchase money, a special warranty deed ("Deed") for the Property shall be executed at Buyer's expense by Seller. Seller shall prepare the Deed which shall contain a covenant of special warranty. The deed or other document acceptable to the parties shall include a **restrictive covenant** prohibiting Buyer's use of the Property for a period of ten (10) years after Settlement (the "Public Parking Period") for any purpose other than public parking and related uses, such as a public restroom facility and any ~~required~~ construction/maintenance work related thereto. Also included will be a restrictive covenant that, for the period of fifteen (15) years immediately following the end of the Public Parking Period, the Property will continue to be used for public parking and related purposes unless this use is terminated by the Village for a compelling public purpose with one hundred eighty (180) days' prior written notice to the then current owner of the property located at 10420 Montgomery Avenue, Kensington, MD.

5. *Possession.* Buyer shall be given possession of the Property at Settlement.

6. *Recordation and Transfer Taxes.* Any state and local transfer taxes and fees relating to the conveyance of the Property to Buyer shall be paid one-half each by the Seller and the Buyer. Buyer shall pay all other recording fees and taxes.

7. *Real Estate Taxes/Utilities.* Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of 12:00 Midnight prior to the date of Settlement and assumed and paid thereafter by Buyer. Buyer shall be responsible for all utilities on and after the date of Settlement.

8. *Risk of Loss.* The Property shall be held at the risk of Seller until Settlement hereunder. If the Property is damaged prior to Settlement, and Seller, on or before the Settlement date, is unable to or unwilling to restore the Property to its condition immediately prior to the damage, Buyer may elect (i) to terminate this Contract or (ii) elect to take the Property in its then "as is" condition without reduction in the Purchase Price and Seller shall assign to Buyer at Settlement all of Seller's right, title and interest in and to all insurance proceeds in respect of damage to the Property (but excluding Seller's Personalty), less any amounts required to reimburse Seller for expenses of repair or restoration, on condition that Seller maintain **adequate** casualty insurance on the Property in the amount of the full replacement value thereof. ~~If Seller fails to maintain adequate insurance, then Buyer may elect to purchase the Property at the Purchase Price less the cost of repair.~~ If the Buyer elects to terminate this Contract, the full amount of the Deposit shall be returned immediately to Buyer, whereupon Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract, other than

those that shall expressly survive termination.

9. *Condemnation.* In the event of a partial taking of the Property by condemnation or other exercise of the right of eminent domain before the delivery of the Deed hereunder, the parties shall nevertheless proceed to Settlement, and Seller shall assign to Buyer at Settlement all of Seller's right, title and interest in and to all awards made in respect of such taking of the Property (but excluding Seller's Personalty). In the event of a total taking of the Property by condemnation or other exercise of the right of eminent domain before the delivery of the deed hereunder, the Deposit shall be promptly repaid to Buyer, and upon the payment thereof to Buyer, this Contract shall terminate except with respect to those obligations that shall expressly survive.

10. *Real Estate Commission.* Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the Deed to the Property or the termination of this Contract.

11. *Title.* Within thirty (30) days from the Effective Date ("Examination Period"), Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Title to the Property shall be free and clear of all liens, encumbrances and restrictions (collectively, "Encumbrances"), except for (a) real property taxes applicable to the period after the date of Settlement and (b) those matters which are specified on Exhibit C, attached hereto and made a part hereof ("Permitted Matters"). Such title shall be insurable at regular rates by a reputable title insurance company. Buyer shall examine the title to the Property, inspect the Property and take any other action the Buyer deems is necessary to determine the condition of title to the Property. Buyer shall provide Seller with a copy of the title commitment, survey and all exception documents referred to in the title commitment. Buyer shall provide Seller with written notification, within the Examination Period, of any objections to the title ("Buyer's Title Notice"). Seller, at its expense, shall have the option of curing any objection raised by Buyer's Title Notice. In the event Seller elects to cure any objection raised by Buyer's Title Notice, Seller shall notify Buyer within ten (10) days of its receipt of Buyer's Title Notice (the "Title Response Period"). In the event Seller is unable to cure Buyer's title objections within thirty (30) days from the date of Buyer's Title Notice ("Title Cure Period") (the Examination Period and Title Cure Period, if any, together the "Title Period"), or Seller elects not to cure the objections raised by Buyer's Title Notice, Buyer shall have the option either (i) of taking such title as the Seller can give without abatement of the price or (ii) terminating this Contract and being immediately repaid the Deposit, and in the latter event there shall be no further liability or obligation on either of the parties hereto, except as expressly stated to survive herein. Buyer shall make such election either (i) in the event Seller elects not to attempt to cure any objections raised by Buyer, within ten (10) days after the expiration of the Title Response Period, or (ii) in the event Seller elects to attempt to cure objections raised by Buyer's Title Notice, within ten (10) days after the expiration of the Title Cure Period. If Buyer does not notify Seller of any objections to the title within the Examination Period, Buyer shall waive its rights to object to title defects or the exceptions which are of record prior to the

Effective Date. As used in this Contract, the phrase “of record,” shall mean matters recorded and properly indexed in the land records in the County in which the Property is located as of the Effective Date.

Other than as anticipated herein, Seller shall not create or permit to be created any lien, easement or other encumbrance on the Property from the Effective Date. Buyer hereby expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by the Buyer. The delivery of the Deed by Seller and the acceptance thereof by Buyer shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations, if any, of Seller which are expressly stated in this Contract to survive Settlement.

Buyer hereby acknowledges that it shall not be entitled to, and does not and will not, rely on Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility system, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Property, (iii) the existence, quality, nature, adequacy or physical condition of the utilities serving the Property; (iv) the development potential of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or material relating in any way to the Property; or (viii) the condition of title to the Property or the nature, status and extent of any right, encumbrance, license, reservations, covenant, condition, restriction or any other matter affecting title to the Property.

12. *“As-Is” Sale; Study Period; Subdivision.*

12.1. *General.* EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PERSONAL PROPERTY THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT UPON SETTLEMENT SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY ‘AS IS, WHERE IS, WITH ALL FAULTS’, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE

PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

12.2. *Study Period.* BUYER SHALL HAVE A PERIOD FROM THE DATE OF FULL EXECUTION OF THIS CONTRACT THROUGH THE DATE WHICH IS SIXTY (60) DAYS THEREAFTER ("STUDY PERIOD") TO CONDUCT SUCH PHYSICAL AND ENVIRONMENTAL INVESTIGATIONS OF THE PROPERTY AS BUYER HAS DEEMED NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS CONTRACT.

IF BUYER, IN ITS SOLE DISCRETION, DETERMINES THAT IT DOES NOT DESIRE TO ACQUIRE THE PROPERTY FOR ANY REASON OR NO REASON, , AND NOTIFIES SELLER IN WRITING BY 5:00 P.M. ON THE LAST DAY OF THE STUDY PERIOD OF ITS ELECTION TO TERMINATE THIS CONTRACT, THE DEPOSIT SHALL BE RETURNED TO BUYER, THIS CONTRACT THEREUPON SHALL BECOME VOID AND THERE SHALL BE NO FURTHER OBLIGATION OR LIABILITY ON EITHER OF THE PARTIES HERETO EXCEPT AS EXPRESSLY PROVIDED HEREIN. IF BUYER FAILS TO NOTIFY SELLER IN WRITING BY 5:00 P.M. OF THE LAST DAY OF THE STUDY PERIOD OF TERMINATION OF THIS CONTRACT, THEN BUYER SHALL BE DEEMED TO HAVE WAIVED ITS TERMINATION RIGHT, AND THE REMAINING DEPOSIT SHALL BE DUE AND PAYABLE.

UPON SETTLEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON SETTLEMENT, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, BY WAY OF EXAMPLE ONLY, CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. FOLLOWING THE STUDY PERIOD, EXCEPT AS OTHERWISE REQUIRED BY THIS CONTRACT, IN THE EVENT SETTLEMENT DOES NOT OCCUR, AS SELLER'S SOLE REMEDY, SELLER

MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY TO COMPENSATE SELLER FOR LOST OPPORTUNITIES AS A CONSEQUENCE OF ENTERING INTO THIS CONTRACT. THIS SECTION SHALL SURVIVE SETTLEMENT.

13. *Right of Entry.* Seller hereby grants to Buyer, Buyer's engineers and other agents the right to enter upon the Property upon reasonable notice on or after the Effective Date this Contract to inspect the Property and to make such measurements, surveys, or non-invasive tests on the Property as Buyer may deem advisable. Notwithstanding any provision to the contrary contained herein, Buyer shall not be permitted to conduct any sampling, soil boring, Phase II environmental testing or other invasive testing (collectively, "Invasive Tests") without the express written consent of Seller, which consent may be withheld in Seller's sole discretion. To the fullest extent allowed by law, Buyer agrees to indemnify, waive and release Seller from any claims, or liability, including, by way of example only, costs of defense and reasonable attorney fees, arising out of Buyer or its agents or invitees entering on the Property pursuant to this paragraph. Prior to any entry, Buyer shall provide Seller with evidence of public liability insurance with liability limits reasonably acceptable to Seller, including Seller as additional insured on insurance policies covering Buyer's agents or invitees. Buyer further agrees to restore the Property to its original condition after the completion of any measurements, surveys, or non-invasive tests conducted by the Buyer. This paragraph shall survive termination or Settlement.

14. *Representations and Warranties of Seller.* As of the date hereof and on the date of Settlement each of the statements in this paragraph shall be a true, accurate and full disclosure of all facts relevant to the matter contained therein and the enforceability of the statements as being true, accurate and full disclosure as of said dates, and shall survive Settlement and delivery and recording of the deed. The Seller hereby represents and warrants that:

(a) The persons executing this Contract on behalf of Seller are duly authorized to do so.

(b) Seller is duly organized and validly existing and has the requisite power and authority to enter into and carry out the terms of this Contract and no further approval of any board, court, or other body is necessary in order to permit Seller to consummate this Contract.

(c) The person executing this Agreement on behalf of Seller has the authority to enter into this Agreement and bind Seller in accordance with its terms without obtaining further approvals or consents.

(d) To the best of the undersigned's actual knowledge the Seller has not received a written notice from any Governmental Authority that the Property (or any part thereof) is not in compliance with any laws, statutes, ordinances, rules, regulations, codes, decrees, orders, and other such requirements ~~Legal Requirement~~ applicable to the Property.

(e) All bills and claims for labor performed and materials furnished to or for the benefit of the Property contracted for by Seller for all periods prior to the Closing Date within the last 18 months have been (or prior to the Closing Date will be) paid in full, and to Seller's

knowledge, on the Closing Date there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Property.

~~(f) Seller has not received a written notice from any Governmental Authority that the Property (or any part thereof) is not in compliance with any Legal Requirement applicable to the Property.~~

~~(g) To Seller's knowledge, the Property does not contain, and there is not located on or about the Property, any of the following Hazardous Materials: No solid or liquid wastes of any kind or character have ever been deposited or disposed of on or in the Property; no chemicals or other hazardous substances are now or ever have been stored or maintained on or in the Property. Seller has not received any written complaint, order, summons, citation, notice of violation, directive letter or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials. To Seller's knowledge, there are no underground storage tanks located on the Property. Seller has not removed, or caused to be removed, any underground storage tanks from the Property and, to Seller's knowledge, no underground storage tanks were removed from the Property before Seller acquired title to the Property.~~

15. *Representations and Warranties of the Buyer.* As of the date hereof and on the date of Settlement each of the statements in this paragraph shall be a true, accurate and full disclosure of all facts relevant to the matter contained therein and the enforceability of the statements as being true, accurate and full disclosure as of said dates, and shall survive Settlement and delivery and recording of the deed. The Buyer hereby represents and warrants that:

(a) The persons executing this Contract on behalf of Buyer are duly authorized to do so.

(b) Buyer is duly organized and has the requisite power and authority to enter into and carry out the terms of this Contract and no further approval of any board, court, or other body is necessary in order to permit the Buyer to consummate this Contract.

(c) The Buyer has sufficient funds to complete the transaction.

16. *Buyer's Default.*

If Buyer defaults in Buyer's obligation to purchase the Sale Property without fault on Seller's part and without failure of title or any conditions precedent to Buyer's obligations under this agreement, Seller shall have the right, as Seller's sole remedy, to retain the Deposit paid hereunder as liquidated damages and not as a penalty, and thereafter the parties shall be released from all further liability hereunder at law and in equity.

17. *Seller's Default.* Unless otherwise expressly provided herein, failure on the part of the Seller to comply with the terms, covenants, and conditions of this Contract shall constitute a default and shall entitle the Buyer as its sole remedies to either elect (i) to proceed to Settlement without any abatement of the Purchase Price, (ii) to be immediately repaid the Deposit paid by Buyer to Seller, in which event there shall be no further liability or obligation on the part of either of the parties hereto, except as expressly stated to survive, and this Contract

21. *Leases.* Seller represents that the Property is not subject to any leases. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property.

22. *Service Contracts.* All service contracts shall be terminated by Seller effective the date of Settlement. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property.

23. *Sale of Other Real Estate.* This Contract is not conditioned or contingent in any manner upon the sale or settlement of any other real estate unless such contingency is also a part of this Contract.

24. *Documents.* Seller is not a “foreign person” as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended. Seller agrees to deliver a standard Non-Foreign Person Affidavit at Settlement and (ii) an affidavit with respect to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, regarding withholding on sales or transfers of real property in Maryland by nonresident individuals and nonresident entities. Seller agrees to deliver Seller’s Affidavit in the form attached hereto as Exhibit “D”. Additionally, each party shall each execute a settlement statement and provide to the Buyer’s title company such evidence of authority for the transactions contemplated by this Contract, and the execution of documentation in connection therewith, as may reasonably be required.

25. *Joint and Several Liability.* If Buyer shall be one or more individuals, corporations or other entities, whether or not operating as a partnership or joint venture, then each such individual, corporation, entity, joint venturer or partner shall be deemed to be both jointly and severally liable for the Purchase Price and any other payments specified herein and for the satisfaction of all obligations of Buyer under this Contract.

26. *Assignment.* Buyer may not assign this Contract without the prior written consent of Seller.

27. *Like Kind Exchange.* The parties hereto represent that this Contract and the transaction contemplated is not in connection with a tax deferred exchange of like kind property under Section 1031 of the US Internal Revenue Code, as amended, or any other corresponding, substituted or applicable law.

28. Reserved

29. *Miscellaneous Provisions.*

29.1. *Effectiveness of Agreement* This Contract shall not be effective unless duly executed by the parties and until Seller receives the Deposit. The date upon which Seller has received both a fully-executed Contract and the Deposit shall be the “Effective Date.”

29.2 *Entire Contract.* This Contract contains the final and entire Contract between the parties and neither they nor their agents shall be bound by any terms, conditions, or

representations not herein written or specifically referred to herein. There are no customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution hereof, other than those contained herein.

29.3. *Time of Essence.* Time is of the essence of this Contract.

29.4. *Effectiveness of Agreement.* This Contract shall not be effective unless duly executed by the parties and until Seller or its agent receives the Deposit, if any.

29.5. *Binding Contract.* This Contract is binding on the parties and their personal representatives, successors, and assigns.

29.6. *Limited Liability.* The liability of Seller under this Contract is limited to Seller's interest in the Property, plus the amount of the Deposit. No other assets of Seller shall be subject to seizure or levy.

29.7. *Recording.* This Contract shall not be recorded in any office or place of public record. If Buyer shall record this Contract or cause or permit the same to be recorded, Seller may elect to treat such as a breach of the Contract and rescind the same.

29.8. *Legal Construction.* This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland; excluding any such laws that might direct the application of the laws of another jurisdiction, provided that any controversy over the construction of this Contract shall be decided neutrally and without regard to events of authorship or negotiation.

29.9. *Amendments.* This Contract shall not be amended except in writing executed by all parties hereto.

29.10. *Survival.* Except as specifically provided, the warranties, statements, representations, promises and covenants contained herein shall merge into the deed to be delivered by Seller at Settlement.

29.11. *Forbearance.* A waiver or forbearance by any party of any breach of any covenant or term of this Contract shall not be construed to be a waiver or forbearance of any succeeding breach of the same covenant.

29.12. *Severability.* If any term or provision of this Contract, or any application thereof, shall be held invalid or nonenforceable, the remaining terms and provisions of this Contract, or the application of such terms or provisions that have been held valid or enforceable, shall not be affected thereby.

29.13. *Captions.* The captions used herein are for the purpose of convenient reference only and are not intended to express the full meaning of the provisions they introduce.

29.14. *Attorney's Fees.* If either party shall bring an action or suit or proceeding

(including any cross-complaint, counterclaim or third party suit) against the other party by reason of the breach or alleged breach of any covenant, term or obligation of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees and expenses as awarded by a court of competent jurisdiction. For purposes of this Contract, "Prevailing Party" shall be deemed the party that recovered a greater relief in the action on the Contract. Furthermore, where an action has been voluntarily dismissed or dismissed under a settlement agreement, then there shall be no prevailing party for purposes of this section.

29.15. *Business Days.* If the time for performance of any of the terms, conditions and provisions of this Contract shall fall on a Saturday, Sunday or federal bank holiday, then the time of such performance shall be extended to the next business day thereafter.

30. *Critical Areas. Notice to buyer concerning the Chesapeake and Atlantic coastal bays critical area. Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic coastal bays, and that additional zoning, land use and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries. The "critical area" also includes the waters and lands under the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the critical area.*

31. WAIVER OF TRIAL BY JURY. BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS CONTRACT, THE DOCUMENTS DELIVERED BY BUYER AT SETTLEMENT OR SELLER AT SETTLEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS CONTRACT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS CONTRACT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS CONTRACT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER SHALL SURVIVE THE SETTLEMENT OR TERMINATION OF THIS CONTRACT.

[Signatures appear on next page]

IN WITNESS WHEREOF, each party is signing this Contract on the date corresponding with that party's signature.

ATTEST/WITNESS:

SELLER:
MANUFACTURERS AND TRADERS
TRUST COMPANY

By: _____

Howard Block, Vice President

Date:

ATTEST/WITNESS:

BUYER:
TOWN OF KENSINGTON

By: _____

Name: Tracey Furman,

Title: Mayor

Date:

EXHIBIT A
PROPERTY DESCRIPTION

To be superseded by an updated title report and/or survey at Buyer's expense

LOTS 3 and 4, BLOCK 5, in the subdivision known as KENSINGTON PARK, as shown in Plat Book B at Plat 4, one of the land records of Montgomery County, Maryland.

EXHIBIT B

SELLER'S PERSONALTY (excluded items)

- Safe Deposit boxes
- Telephone equipment (disconnected at the wall)
- Security equipment, provided that internal wiring shall remain
- Alarm equipment, provided that internal wiring shall remain)
- ATM
- Personal Computers
- Printers
- All branch equipment, including without limitation, teller machines, photocopier, fax, currency counters, check writer, adding machines, typewriters)
- Teller line, including without limitation, the back counter
- Under counter steel
- Furniture

EXHIBIT C

PERMITTED MATTERS

1. Building and use restrictions of record.
2. Vehicular or pedestrian easements of record affecting the Property and being contiguous to the front, rear or side lot lines.
3. Water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed.
4. Prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record.
5. Easements apparent upon inspection of the Property.
6. Real estate taxes and assessments, and water and sewer rents, not yet due and payable. Real estate taxes and assessments, and water and sewer rents, shall be adjusted as of the date of Settlement in accordance with Section 7 above.)
7. Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Property over any street or highway or over any adjoining Property and encroachments of similar elements projecting from adjoining property over the Property.
8. The state of facts which an accurate survey would show.
9. Covenants, conditions and restrictions of record affecting the Property.
10. Easements and rights-of-way of record affecting the Property

**EXHIBIT D
SELLER'S AFFIDAVIT**

PREMISES: 10415 Montgomery Avenue, Kensington, MD

STATE OF NEW YORK
COUNTY OF ERIE :) SS

ON THE ___ day of _____ 2025, before me, the undersigned Officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the following statements are true and correct to my actual knowledge and belief.

That the Grantor herein is the owner of Premises.

That the Grantor in this transaction is in actual possession of the entire premises, and there are no leases or agreements affecting the premises or any part thereof outstanding, other than those that are presently being assigned.

The Premises are not used for residential purposes

Access to the Premises (whether vehicular or pedestrian) to and from the public street has never been a subject of dispute or limited in any way

Grantor is entitled to sole possession of the Premises.

Within the preceding 18 months, Grantor has not attached any fixtures, commenced any construction, repairs alterations or improvements, ordered or contracted to for same in respect of the Premises, which have not been paid for in full and that there are no outstanding or disputed claims for any such work or item.

I have not received a notice of any violation of any covenant, conditions or restrictions of record affecting the Premises.

The present transaction is not made for the purposes of hindering, delaying or defrauding any creditors of the Grantor and does not constitute all or substantially all of the Grantor's assets.

Any water, sewer or other utility charges due and or accrued up to date of closing/settlement will be paid by the Grantor.

This affidavit is made for the purpose of inducing [INSERT TITLE COMPANY] or its duly authorized agent to hold settlement on the above premises, and to issue its title insurance policy, insuring the title thereto and to make disbursement of funds arising out of said transaction.

Resolution No. R-17-2025

Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from Playground Specialists, Inc., to install the PlaySpec Rainbow, play-in-place (PIP), surfacing at St. Paul Park.

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-404, "Awarding of Bids", the Mayor and Council may bypass any or all bid procedure steps, by an extra-majority vote of the Town Council, and authorize the Town Manager to directly negotiate with any supplier if it is in the Town's best interest to do so; and

Whereas, the Town requested a proposal from Playground Specialist, Inc., to install play-in-place (PIP) surfacing beneath the existing playground equipment at St. Paul Park; and

Whereas, Playground Specialists, Inc., provided a proposal, Exhibit A, to install PlaySpec Rainbow bonded play-in-place surfacing, along with new playground timbers, for \$137,798.00; and

Whereas, Exhibit A provides the scope of work for the surfacing improvements at St. Paul Park; and

Whereas, the Town Manager is recommending that the Mayor and Council accept the proposal from Playground Specialists, Inc., for an amount not to exceed \$ 137,798.00; and

Now, Therefore, Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to accept the contract proposal from Playground Specialists, Inc., for the scope and services detailed within Exhibit A for an amount not to exceed \$137,798.00.

ADOPTED by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 8th day of October, 2025.

EFFECTIVE the 8th day of October, 2025.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



PLAYGROUND SPECIALISTS, INC.

29 Apples Church Road
Thurmont, MD 21788
8003850075
www.playspec.com

ADDRESS

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

SHIP TO

ST PAUL PARK
PHASE 2
C/O PLAYGROUND
SPECIALISTS

Proposal 32572B

DATE 08/01/2025

SALES REP

JEFF STONE

TYPE	QTY	RATE	AMOUNT
REMOVAL REMOVE AND DISPOSE OF EXISTING PLASTIC BORDERS PLUS APPROX 117 CY EXISTING MULCH TO PREP FOR NEW RUBBER AND STONE - INCLUDES DUMPSTER CHARGES	1	13,600.00	13,600.00
TIMBERS INSTALL 288 LIN FT TWO TIER 4 X 6 TIMBERS - TO TIE INTO TIMBERS INSTALLED IN PHASE 1	288	21.00	6,048.00
PLAYSPEC RAINBOW INSTALL 4,880 SQ FT 2" PLAYSPEC RAINBOW BONDED RUBBER PLUS 1.5" PAD	4,880	19.00	92,720.00
STONE COMPACTED # 57 STONE 4" FOR RUBBER BASE	1	25,430.00	25,430.00
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 137,798.00
TAX (0) 0.00

TOTAL \$137,798.00

Accepted By

Accepted Date

Fax # 301-271-9239 or Email: sales@playspec.com

June 6, 2024

RE: Compliance with Maryland House Bill HB1147

At Playground Specialists, Inc., the safety and health of our customers- both adults and children- are of paramount importance. We have been dedicated to providing safe, inclusive, and enjoyable play environments throughout our region for over 25 years. With the enactment of Maryland House Bill HB1147 that goes into effect on October 1, 2024, we want to assure you that we are in full compliance with this legislation. As an industry leader, we have proactively tested our materials for many years, ensuring the highest safety standards even before the introduction of this bill.

Maryland House Bill HB1147 states:

ON OR AFTER OCTOBER 1, 2024, A PERSON MAY NOT USE, INSTALL, SUPPLY, SELL, SOLICIT, OR OFFER FOR SALE IN THE STATE PLAYGROUND SURFACING MATERIALS THAT CONTAIN:

- (1) MORE THAN 90 PARTS PER MILLION OF LEAD; OR*
- (2) A COMPONENT PRODUCT, MATERIAL, OR SUBSTANCE TO WHICH PFAS CHEMICALS WERE PREVIOUSLY INTENTIONALLY ADDED IN THE FORMATION OF THAT COMPONENT WHERE THE CONTINUED PRESENCE OF THE PFAS CHEMICALS WAS DESIRED IN THE COMPONENT TO PROVIDE A SPECIFIC CHARACTERISTIC*

To align with the new requirements, we collected samples directly from our warehouse in Thurmont, MD and sent them to a third-party testing laboratory. We are pleased to report that all samples have passed these tests and fully comply with Maryland House Bill HB1147.

Playground Specialists, Inc remains committed to leading the industry in safety, innovation and inclusivity. We appreciate your trust in our products and services and remain dedicated to providing the highest standards of quality and safety.

Thank you,



Amanda Barber-McGuire
Chief Executive Officer, CPSI
Playground Specialists Inc

TRIAX2015 DATA ACQUISITION AND ANALYSIS REPORT

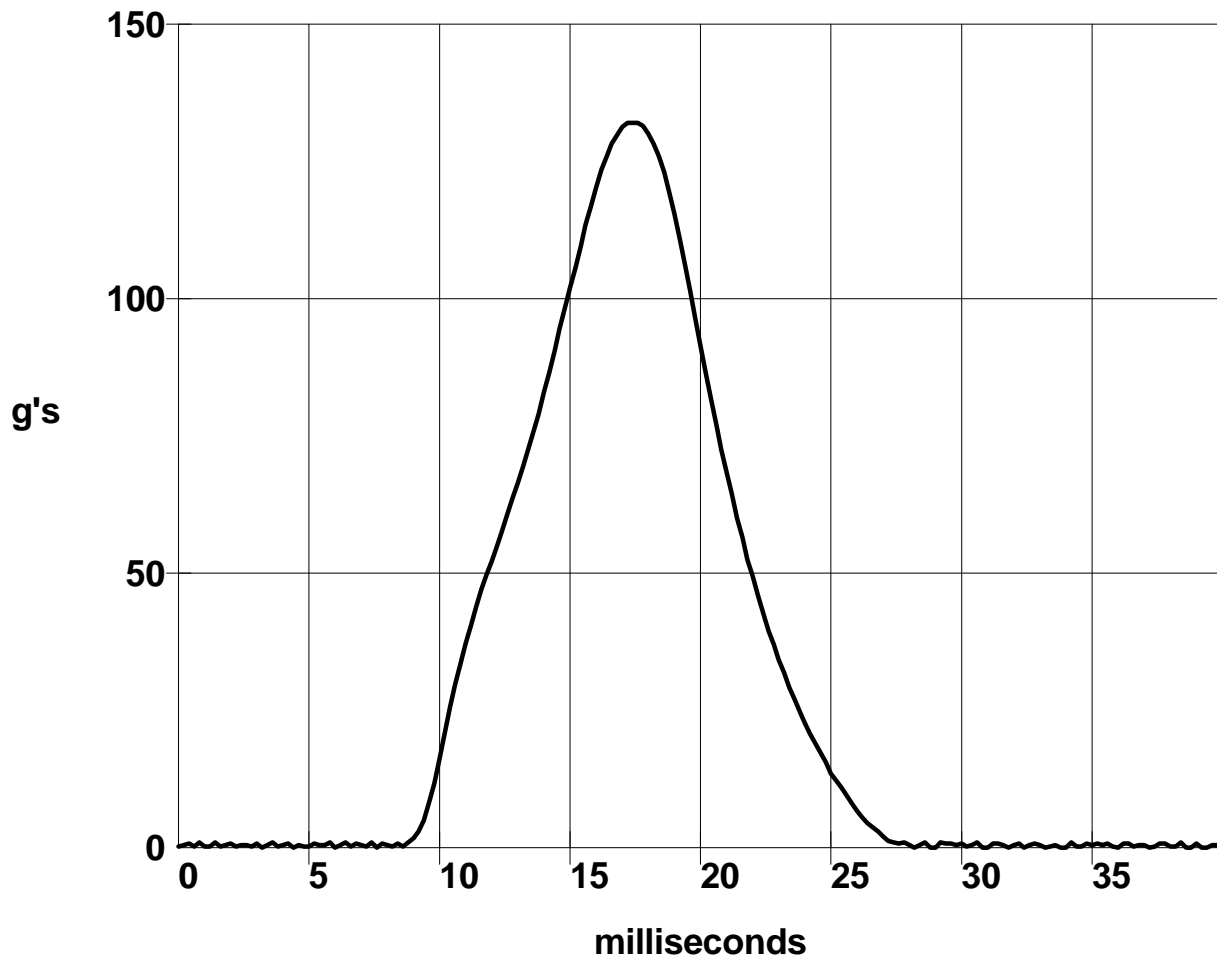
Playspec Rainbow PIP over single Playspec Pad on concrete

No.	Peak	HIC	Ft/Sec	ANGLE	Date/Time	Comment
1	132	917	22.7	9	02/17/17 05:30p	8' drop test #1
2	131	899	22.7	9	02/17/17 05:32p	8' drop test #2
3	130	887	22.7	5	02/17/17 05:31p	8' drop test #3

Deceleration vs. Time for Drop #1 - 2/17/17 5:30pm

Peak: 132 HIC: 917

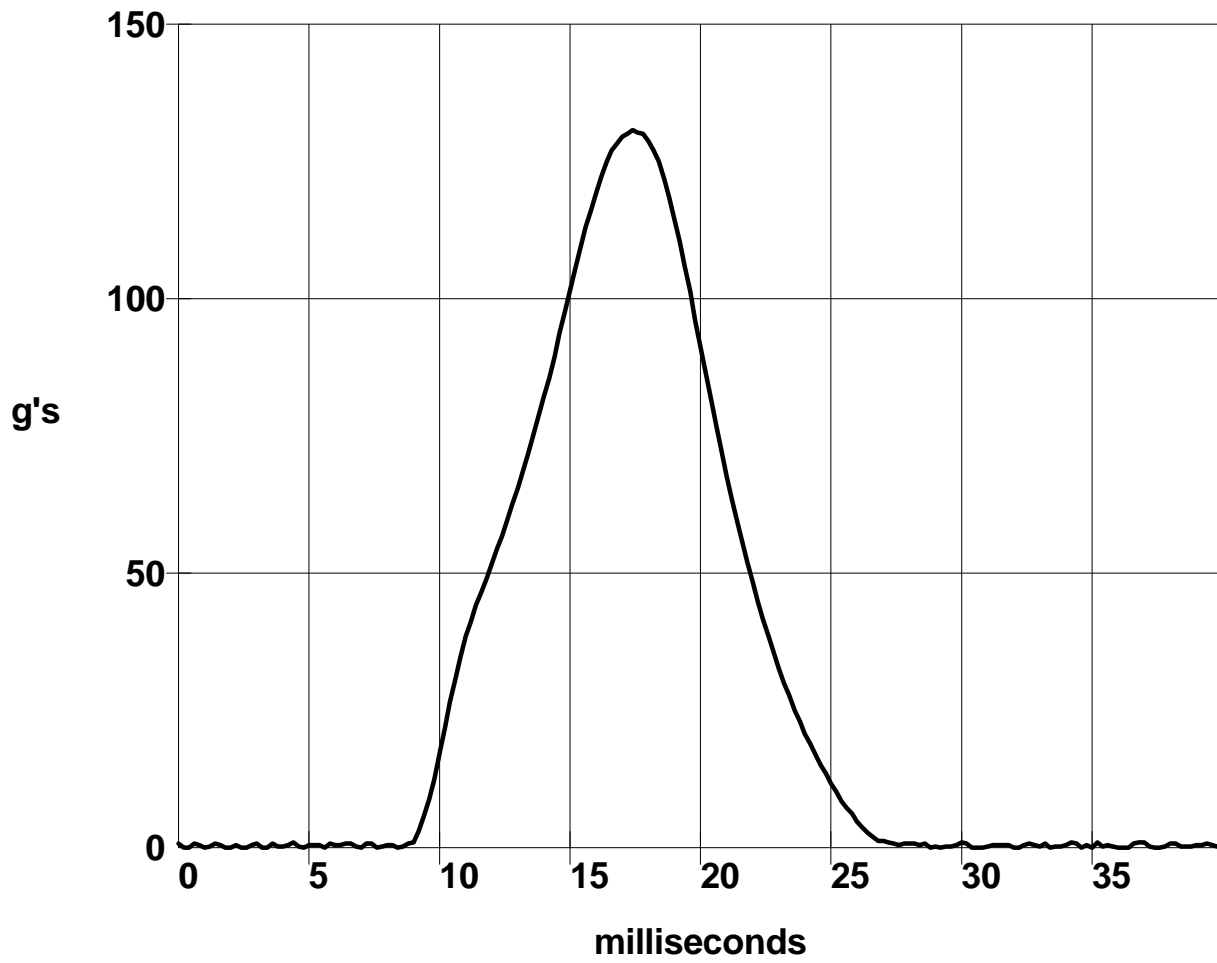
8' drop test #1



Deceleration vs. Time for Drop #2 - 2/17/17 5:32pm

Peak: 131 HIC: 899

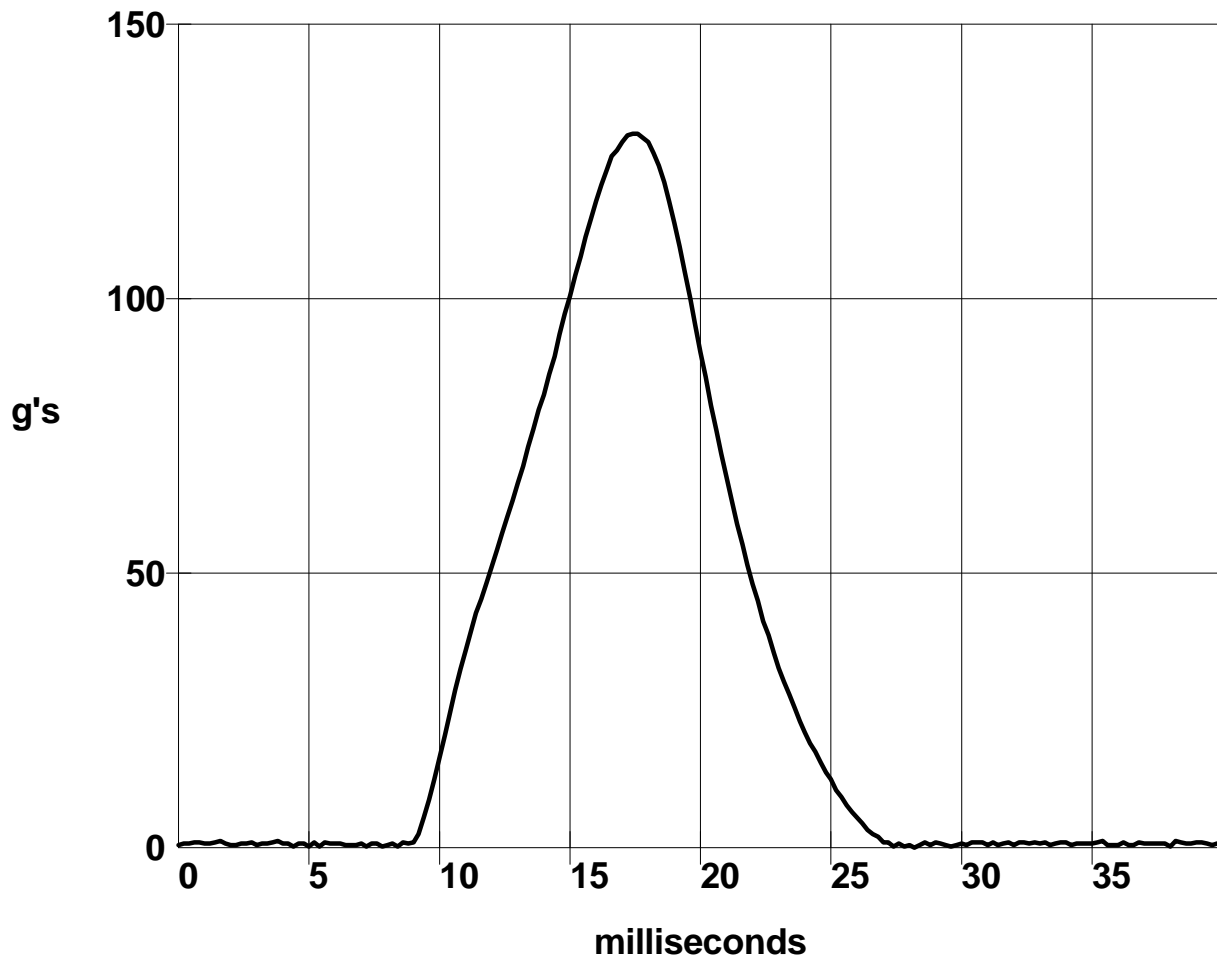
8' drop test #2



Deceleration vs. Time for Drop #3 - 2/17/17 5:31pm

Peak: 130 HIC: 887

8' drop test #3



Resolution No. R-19-2025

Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from Donohoe Construction for the Town Hall Offices Renovation project.

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-404, "Awarding of Bids", the Mayor and Council may bypass any or all bid procedure steps, by an extra-majority vote of the Town Council, and authorize the Town Manager to directly negotiate with any supplier if it is in the Town's best interest to do so; and

Whereas, the Town requested proposals for the renovation of the Kensington Town Hall Offices; and

Whereas, Donohoe Construction issued a proposal, Exhibit A, to renovate the Kensington Town Hall Offices according to the architectural plans by Upton Architecture, in the amount of \$332,635; and

Whereas, Exhibit A provides the scope of the work to be performed within the Town Hall Offices renovation project; and

Whereas, the Town Manager is recommending that the Mayor and Council accept the proposal from Donohoe Construction, for an amount not to exceed \$350,000.00, to allow for possible change orders; and

Now, Therefore, Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to accept the contract proposal from Donohoe Construction for the scope and services outlined within Exhibit A, and subject to review of the final contract by the Town Attorney, for an amount not to exceed \$350,000.00.

ADOPTED by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 8th day of October, 2025.

EFFECTIVE the 8th day of October, 2025.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

Project: **Kensington Town Hall - Mezzanine Renovation**
 Submission Date: **October 3, 2025**
 Revision #: **1**

DOCUMENTS

Project Address: 3710 Mitchell St, Kensington, MD 20895
 Owner Company Name: Town of Kensington
 Owner Name: Matthew J. Hoffman
 Owner Email: mjhoffman@tok.md.gov
 Architect: Upton Atchitecture
 Engineer: SSA Engineering, LLC
 Date on Documents: January 28, 2025
 Addenda: N/A
 Date on Specifications: N/A
 SQFT: **1,600**

BID BREAK DOWN

<u>CSI DIV:</u>	<u>TRADE NAME:</u>	<u>LINE TOTAL:</u>
01000	GENERAL CONDITIONS	\$49,205
01480	SCAFFOLDING	\$15,000
01905	FINAL CLEANING	\$1,040
02110	SELECTIVE DEMOLITION	\$5,650
06100	ROUGH CARPENTRY FRAMING	\$41,900
06400	MILLWORK	\$26,650
07500	ROOFING	\$0
08100	DFH	\$11,500
08800	GLASS & GLAZING	\$7,050
09250	DRYWALL & ACT	\$50,400
09680	CARPET & RESILIENT	\$22,685
09900	PAINTING & WC	\$5,807
15100	PLUMBING	\$8,000
15200	HVAC	\$35,600
16200	ELECTRICAL	\$37,928
<u>SUB TOTAL</u>		<u>\$318,415</u>
GC'S CONTINGENCY		\$0
OVERHEAD & FEE		\$12,737
GL INSURANCE		\$1,484
GROSS TAX RECEIPT		N/A
<u>SUB TOTAL</u>		<u>\$332,635</u>
P&P BOND		\$0
BUILDER'S RISK		\$0
<u>GRAND TOTAL:</u>		<u>\$332,635</u>

ALTERNATE SCHEDULE

	<u>LINE TOTAL</u>
<u>ALTERNATE #1: Allowance to furnish and install new roof hatch with pull down ladder and all associated roofing work.</u>	<u>\$7,835</u>
<u>ALTERNATE #2: Provide carpet throughout in lieu of refinishing hardwood floors in offices.</u>	<u>(\$15,417)</u>
<u>ALTERNATE #3: Provide new carpet at stairs and first floor foyer.</u>	<u>\$6,864</u>

****SEE ATTACHED DONOHOE CONSTRUCTION COMPANY'S CLARIFICATIONS AND QUALIFICATIONS.****

CLARIFICATIONS AND QUALIFICATIONS

Kensington Town Hall – Mezzanine Renovation

3710 Mitchell St,

Kensington, MD 20895

10/3/2025

Page 1 of 3

Division 01:

1. Donohoe Construction assumes all work to be during normal hours from (6:00AM-3:30PM) with one mobilization.
2. Building Engineer fees and overtime to be paid by owner.
3. We do not include Payment and Performance Bond pricing available upon request.
4. Donohoe Construction has not included Builder's Risk Insurance and/or deductibles.
5. Donohoe Construction does not include identification or removal of hazardous materials.
6. Donohoe Construction has included trade permits in our proposal. We have not included the building permit, public space permits, expeditor fees or procuring of the certificate of occupancy.
7. Donohoe Construction Company has not included any costs associated with modifications or renovations of base building systems or structures, except as specifically shown in the contract documents.
8. Donohoe Construction is not responsible for jurisdictional delays with obtaining permits and inspections and will request cost and time extensions associated with such delays.
9. Donohoe Construction has not included any costs associated with the repair, modification or adjustment of existing conditions and equipment shown as "existing to remain".
10. Donohoe Construction has not included any costs associated with 3rd party inspections, special inspections or material testing.
11. Donohoe Construction excludes costs associated with utility charges or system development charges e.g. PEPCO, WSSC or Washington Gas.
12. This proposal is valid for Thirty (30) days from date of submission.
13. This proposal is based on a mutually agreeable construction contract.
14. We do not include any costs associated with Quick Ship.
15. Scanning of concrete for new penetrations is included as GPR.
16. Costs for review of scans by a structural engineer are not included.
17. CAD as-builts are not included in our proposal.

Division 02:

18. We exclude any costs for scraping and removal of existing floor adhesives.
19. We have not included any major floor prep work and/or leveling.
20. We qualify staging dumpsters on site for debris removal. Ownership shall allow space for a dumpster.
21. We include an allowance of \$15,000 for shoring and scaffolding. Further investigation of existing structure is required to reconcile the cost.

Division 05:

22. We have not included any costs associated with structural engineer fees or stamped drawings.
23. We exclude structural steel framing.

CLARIFICATIONS AND QUALIFICATIONS

Kensington Town Hall – Mezzanine Renovation

10/3/2025

Page 2 of 3

Division 06:

24. We include an allowance of \$10,000 for sistering of damaged rafters and ceiling joists. Survey is required to determine extent of work.
25. We include an allowance of \$2,500 for trim at the front of the reception desk. Additional details and sections are required.
26. We include painted wood base throughout.
27. We include painted wood casing at all new doors and openings. We exclude providing new casing at existing to remain doors and windows.
28. We have included PLAM for all cabinets and millwork locations.
29. We include ¼" clear tempered glass at new reception windows and door lites.
30. We exclude replacing exterior doors or windows.

Division 07:

31. In Alternate #1, we include an allowance of \$7,500 to furnish and install a new roof hatch with pull down ladder and all roof work required for the new hatch.

Division 08:

32. We include standard paint-grade wood doors and frames as noted on the door schedule. We exclude matching existing doors, frames, and hardware as the building standard has not been provided.
33. We exclude any card readers, motion sensors, electric strikes, emergency push buttons, and/or magnetic hardware. We assume this will be provided and installed by tenant's security vendor.
34. We have included factory keying for new locks. Final keying is not included in this proposal.

Division 09:

35. We include an allowance of \$5/SF for new ACT and grid throughout the work area.
36. We include an allowance of \$2,600 for ceiling removal, reinstallation, and repairs on the mezzanine level for access for structural work.
37. We include an allowance of \$1,500 for ceiling removal, reinstallation, and repairs on the first floor as a result of plumbing work.
38. We have included an allowance of \$22,685 to refinish existing hardwood floors throughout the second floor. We have included costs to replace areas that were observed to be heavily damaged on the site visit, but do not include replacement of any areas that are currently covered by carpet as they were not visible for survey.
39. We have included Deduct Alternate #2 to provide new carpet throughout the area of work in lieu of refinishing hardwood floors. We assume that the new carpet will be overlaid on the existing hardwood floors, and we exclude repairs/replacement of hardwood floors in this cost. We have included an allowance of \$30/SY to furnish and install new carpet.
40. We have included Alternate #3 to provide new carpet on the stairs and in the foyer of the first floor (approx. 600 SF). We have included an allowance of \$30/SY to furnish and install new carpet. We exclude repairs to hardwood floors or subfloor under the existing carpet as the condition is unknown at this time. We assume that the base is existing to remain.

CLARIFICATIONS AND QUALIFICATIONS

Kensington Town Hall – Mezzanine Renovation

10/3/2025

Page 3 of 3

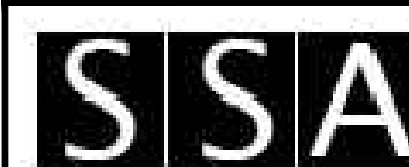
Division 15:

41. We have not included any costs associated with pre survey or repairs to existing MEP systems and assume they are in good working order.
42. We exclude all sprinkler work as the building is not sprinklered.
43. We exclude leak detection at the new break room sink as none is shown.
44. We include stand alone controls for HVAC system. BAS system is not specified in the drawings.
45. We have not included any provisions for existing inadequacies and/or violations.

Division 16:

46. We have included ring and string for A/V, Tele Data and security at locations shown on the electrical drawings. We assume all other costs for these trades to be by the owner.
47. We include neatly bundled MC Cable in open ceilings. Conduit is not included in our proposal.
48. Light fixture quantities and types are included per the electrical drawings.

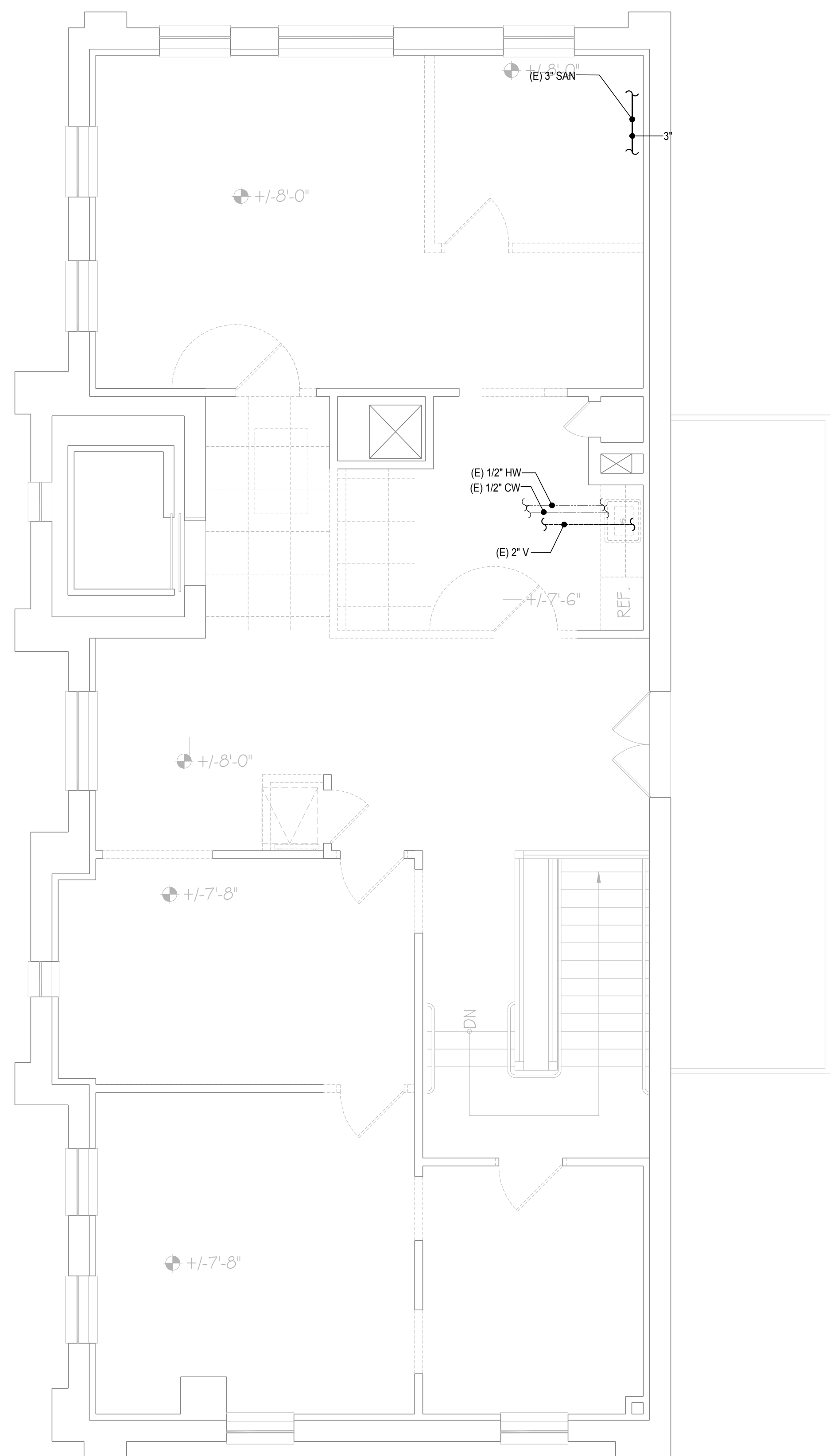
FOR MOCO USE ONLY



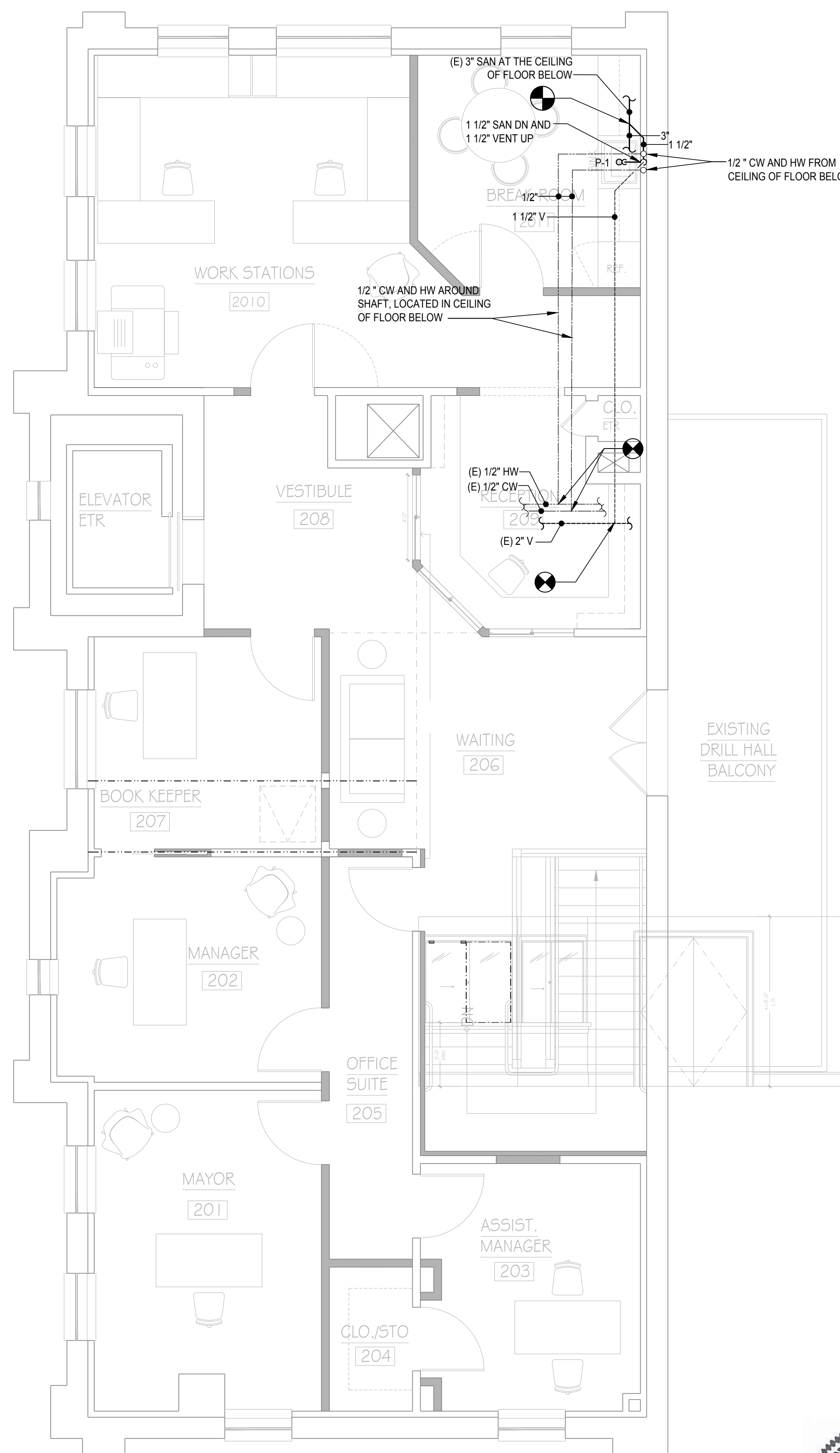
SSA ENGINEERING, LLC
7979 Old Georgetown Rd. T 301.657.7630
Suite 510 F 267.288.4424
Bethesda, MD 20814 www.ssaeng.com

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

DATE:	REVISIONS:



1 DEMOLITION PLAN
3/16" = 1'-0"



2 PARTITION PLAN - NEW WORK
3/16" = 1'-0"



Professional Certification: I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland. P.E. License # 21942, Exp. Date: 07/03/2025

KENSINGTON COMMUNITY CENTER

PERMIT SET 01/24/2025

DRAWING SCALE: AS NOTED

DRAWN BY: SSA

CHECKED BY: SSA

PROJECT NO. 24.035 / 24035

DATE: 01/10/2025

KENSINGTON COM. CENTER
3710 MITCHELL STREET
KENSINGTON, MD 20895

DRAWING TITLE
FLOOR PLAN
PLUMBING

DRAWING NO.

P100

S:\2-Projects\2024\24035-Upton Kensington Town Hall2 - CAD\Plumb\Plot\100.dwg, 1/23/2025 2:10:48 PM, ed

**Resolution No. R-20-2025
Adopted:**

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Shorb Landscaping for Landscape Maintenance Services at Clum Kennedy Park.

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 requested a proposal from Shorb Landscaping for Landscape Maintenance Services for Clum Kennedy Park; and

WHEREAS, Shorb Landscaping provided a Contract proposal to the Town for services related to Landscape Maintenance (Attachment A); and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to enter into a contract with Shorb Landscaping for the contract price of \$10,550.50, on the terms and conditions as set out in the attached Agreement.

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 \$10,550.50, with Shorb Landscaping for Landscape Maintenance at Clum Kennedy Park.

Adopted by the Town Council this 8th day of October, 2025.

Effective this 8th day of October, 2025.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



Naturally Elegant Properties Since 1994

10518 Warfield Street, Kensington, MD 20895-2424
PHONE: 301-897-3503
FAX: 301-897-2967
ShorbLandscaping.com

September 15, 2025

To: Matthew Hoffman
Town Of Kensington
mjhoffman@tok.md.gov

Proposal By: Ted Pleiman
Ted.P@jsli.com

Property: Clum-Kennedy Park
10207-10225 Kensington Pkwy
Kensington, MD 20895

Customer: Town Of Kensington
3710 Mitchell Street
Kensington, MD 20895
mjhoffman@tok.md.gov

Proposal: 24431 Grounds Management -M26- No Mow RENEWAL

03/1/2026 - 12/31/2026

Thank you for the opportunity to offer our Landscape Maintenance Services for your property. For over 25 years, we have provided award winning services to hundreds of properties in your area. We take great pride in our client satisfaction, retention, and referrals.

SERVICE	DESCRIPTION
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Winter/Early Spring Cleanup and Mulching **Occurs: x1**

We will clean up debris throughout the property, edge and weed the beds, cut back perennials and prune ornamental plants as needed. We will apply shredded hardwood mulch during the winter months. A refresh of hardwood shredded mulch will be applied in June/July. Please note that demulching is not included.

Summer Refresh of Mulch **Occurs: x1**

A light clean-up of the beds and refresh of pine fines will be done in June/July.

Mow, Edge, Weed and Prune Weekly **Occurs: x27**

Prune plants as appropriate, (12' height limit) to maintain and enhance their natural shape and form. Attend to annual and perennial flowers. Remove weeds and accumulated debris from beds and hard surfaces. Police the grounds and pick up incidental debris. Leave site clean, neat and orderly after each visit. NO mowing will be performed. Biweekly visits in July and August.

Tree & Shrub Care **Occurs: x3**

Provide plant health care services (inspection, application, and monitoring) for small trees, shrubs, and plants in an attempt to keep the pest populations at a manageable level. This system primarily uses horticultural soaps, oils, and soil injections.

Irrigation Management **Occurs: x1**

Manage the irrigation system throughout the season, including turn on in the Spring and winterization in the Fall. Check and adjust the system throughout the growing season. Troubleshooting and repairs that requiring more than one hour of time, will be billed at \$85 per man hour, plus parts. Crews must have access to controller.

Total Price: \$10,550.50

Estimated Tax: \$0.00

TOTAL: **\$10,550.50**

PAYMENT SCHEDULE

SCHEDULE (2026)	PRICE	SALES TAX	TOTAL
March	\$1,055.05	\$0.00	\$1,055.05
April	\$1,055.05	\$0.00	\$1,055.05
May	\$1,055.05	\$0.00	\$1,055.05
June	\$1,055.05	\$0.00	\$1,055.05
July	\$1,055.05	\$0.00	\$1,055.05
August	\$1,055.05	\$0.00	\$1,055.05
September	\$1,055.05	\$0.00	\$1,055.05
October	\$1,055.05	\$0.00	\$1,055.05
November	\$1,055.05	\$0.00	\$1,055.05
December	\$1,055.05	\$0.00	\$1,055.05
	\$10,550.50	\$0.00	\$10,550.50

This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Any Price increases will be disclosed in writing 45 days in advance of the renewal date. This agreement can be terminated with 30 day notice at any time of the contract period and the account will be reconciled. The value of the individual services completed by JSLI will be totaled, and the sum of all payments made by the client will be subtracted from the total value of the work completed. The value of each service within this contract will be made available upon request. The Client will pay any positive balance at this time. If the balance is negative, JLSI will credit this amount against any outstanding balance for other work we have done, otherwise, JLSI will refund the client within 30 days of reconciliation.

ShorbLandscaping.propertyserviceportal.com



Submitted By: Ted Pleiman

9/15/2025

Date

I authorize this work, as denoted with my initials below. I have read and agree to the Contract Conditions and I authorize this work.

Client's Authorizing Signature

Date

CONTRACT CONDITIONS

JOHN SHORB LANDSCAPING, INC (JSLI) AGREES TO:

1. PERFORM all work to the specifications of the Landscape Contractor's Association.
2. CONTACT Miss Utility prior to digging.
3. CARRY INSURANCE to include liability, property damage and Workman's Compensation in accordance to local law. Certificates of insurance are available upon request.
4. HOLD the FOLLOWING LICENSES: MD Pesticide Operators License #23920, MD Fertilizer Applicators License F-0077, MD Home Improvement Contractors # 51633
5. WARRANTY ALL PLANTS that we have purchased & installed to remain in good health for 12 months from the date of installation, unless otherwise noted. This warranty does NOT cover sod, seasonal flowers, transplanted material, nor plant material which has been damaged beyond our control such as: drought, insects, disease, vandalism, extreme weather conditions (ice storms, wind storms, fire, etc.). This guarantee only applies to the plant material included in a job that has been paid in full.
6. MAKE PLANT REPLACEMENTS once, free of charge with the original species and original size of the warranted plant material, when the appropriate season permits.
7. EXTEND our WARRANTY for 4 ADDITIONAL YEARS (for a total of 5 YEARS) provided that we are contracted to perform ongoing, weekly landscape maintenance services. This warranty can be transferred to future owners of this property who continue with our maintenance services without delay.
8. Honor the pricing for 90 days from when this proposal was submitted.
9. Provide information on the pesticides that we may use on your property. [Click here.](#)

THE CLIENT:

1. Affirms that the work, as described on this proposal, IS ON THE CLIENT'S PROPERTY.
2. ASSUMES MAINTENANCE RESPONSIBILITY for all plant material, unless JSLI is providing ongoing landscape maintenance services. Responsibilities include, proper watering and prevention of disease and insect infestations. Watch our [VIDEO](#) on how to properly water your new plants.
3. Will NOT SOLICIT, hire or employ any JSLI employees, nor its subcontractors, nor employees of a JSLI subcontractor.
4. Agrees to INDEMNIFY JSLI and HOLD JSLI HARMLESS for damage to property of others, including private and/ or public underground utilities, pipes, cables, conduits, etc., that have not been identified in advance of the work. The Client shall be liable for the cost of removing any obstructions which impedes our work, including rock, hard pan, compacted sub-soil, or other foreign material that were not made known to JSLI when this proposal was submitted.
5. AGREES TO OUR PAYMENT TERMS: All amounts not paid within 30 days of the bill date are subject to a financial charge of 24% per year (2% per month). The Client agrees to pay all legal fees and / or collection fees associated with collecting past due accounts. Payments made with Credit Cards are subject to a 2.5% convenience fee.
6. Our price assumes there are no fees, dues, subscriptions, participation schemes etc. that contractor shall bear in order to receive payment other than standard credit card processing and de minimus bank transfer fees.

DISPUTES shall be referred to a USA&M in the county or city where the work is being performed, for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including all reasonable attorneys' fee, for having to compel arbitration or defend or enforce the award. In any dispute, JSLI's liability to Client is limited to actual damages only. In no event will JSLI be liable for any indirect, special, consequential, or punitive damages, or for loss of profits or loss of use, under any theory or liability, whether in contract, tort, strict liability, expressed or implied warranty, or otherwise.

Interpretation and enforcement of this agreement will be governed by Maryland law. Price assumes there are no fees, dues, subscriptions, participation schemes etc. that contractor shall bear in order to receive payment other than de minimus bank transfer fees.