

Mayor Tracey Furman

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



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

Released: April 13, 2026

**Wednesday, April 15, 2026
Budget Forum, 6:00 pm
Town Council Meeting, 7:00 pm**

The Town Council will hold a Budget Forum at 6:00 pm – 7:00 pm **via Zoom only**. Following the forum, the Council meeting will begin at 7:00 pm **via Zoom only**. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/84140682258?pwd=ESnQkrMds1LzFhIEa7GqlozPD4udal.1>

Meeting ID: 841 4068 2258

Password: 717241

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

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Council Meeting Minutes of March 18, 2026

THE MAYOR AND TOWN COUNCIL

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

- 1. 250th Anniversary Banners**
 - a. Discuss installing banners for the US 250th Anniversary.

THE TOWN MANAGER AND STAFF

- 1. St. Paul Street (10700 and 10800 blocks) Storm Drain Project:**
 - a. Update on the St. Paul Street storm drain project.

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

2. Town Street Name Sign Lottery:

- a. Information on how residents can request an old street name sign through the upcoming lottery.

ORDINANCES, RESOLUTIONS, AND REGULATIONS

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

1. **Ordinance No. O-01-2026 (Public Hearing)** – An Ordinance of the Mayor and Council of the Town of Kensington to Appropriately and Adopt the Fiscal Year 2026 – 2027 (FY27) Budget and to Levy a Tax on Certain Real and Personal Property under the provisions of §6-203 of the Tax-Property Article of the Annotated Code of Maryland, as Amended.
 - a. *The Public Record will be held open until Friday, May 8, 2026, 4:00 pm.*
2. **Resolution No. R-06-2026** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Mulheron Tree Experts, Inc., for Soil Care Fertilization and Tree Pest Management for certain trees within Town Parks and the Public Right-of-Way in an amount not to exceed \$18,750.00.
 - a. *Will require approval by an extra-majority vote of the Town Council (waiving advertising procedure).*
3. **Resolution No. R-07-2026** – 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.
 - 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, May 13, 2026, 7:00 pm

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

Budget Ordinance No. O-01-2026
Introduced: March 18, 2026
Public Hearing: April 15, 2026
Adopted:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF KENSINGTON TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2026 – 2027 (FY27) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

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

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

WHEREAS, Article VIII, “Finance”, Section 801, “Fiscal Year”, of the Town Charter states that the Fiscal Year of the Town shall begin on July 1, 2026, and end on June 30, 2027; and

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

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

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

AN ORDINANCE TO APPROPRIATE AND ADOPT THE FISCAL YEAR 2026 – 2027 (FY27) BUDGET AND TO LEVY A TAX ON CERTAIN REAL AND PERSONAL PROPERTY UNDER THE PROVISIONS OF §6-203 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

FY27 Budget - Town of Kensington			
ANTICIPATED REVENUE			
	General Property Taxes	\$	1,819,868
	Other Taxes	\$	903,500
	Licenses & Permits	\$	49,000
	Intergovernmental Revenues	\$	519,203
	Fines & Fees	\$	3,000
	Miscellaneous Revenue	\$	241,700
	Grants	\$	-
TOTAL ANTICIPATED REVENUE			<u>\$ 3,536,271</u>
	Re-Appropriation	\$	1,850,554
TOTAL ANTICIPATED FUNDS AVAILABLE			<u>\$ 5,386,825</u>
PROPOSED EXPENDITURES			
	General Government	\$	1,688,533
	Public Works	\$	1,260,158
	Public Safety	\$	337,946
	Parks & Recreation	\$	245,350
	Non-Departmental	\$	25,000
			<u>\$ 3,556,987</u>
	Capital Improvement Budget	\$	1,829,838
TOTAL PROPOSED EXPENDITURES			<u>\$ 5,386,825</u>

SECTION 1:

BE IT ORDAINED AND ORDERED this ____ day of May, 2026, by the Kensington Town Council, acting under and by virtue of the authority granted to it by §5-205 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, that the budget for Fiscal Year July 1, 2026, through June 30, 2027, attached hereto and incorporated herein by reference, be and the same hereby is appropriated and adopted.

SECTION 2:

AND BE IT FURTHER ORDAINED AND ORDERED, this ____ day of May, 2026, by the Kensington Town Council, acting under the virtue of the authority granted to it by §6-203 of the Tax-Property Article, of the Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of One thousand, three hundred twelve ten-thousandths cents (**\$0.1312**) per One Hundred Dollars of full value assessment on all taxable **Real Property** located within the corporate limits of the Town of Kensington.

SECTION 3:

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, acting under the virtue of the authority granted to it by §6-203 of the Tax-Property Article, of the Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of eighty cents (**\$0.80**) per One Hundred Dollars of full value assessment on all taxable **Personal Property** located within the corporate limits of the Town of Kensington.

SECTION 4:

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, acting under the virtue of the authority granted to it by §8-101 of the Tax-Property Article of the Annotated Code of Maryland, and Article VIII of the Kensington Town Charter, hereby levies a tax at the rate of five dollars (**\$5.00**) per One Hundred Dollars of full value assessment on all taxable **Personal Property** set forth by §8-101 of the Tax-Property Article, of the Annotated Code of Maryland:

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

SECTION 5:

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, hereby adopts the imposition of a full-year, one-half year, three-quarter year, and one-quarter year tax levies, authorized pursuant to §10-102, 10-103, 10-104, and 10-105 of the Tax-Property Article of the Annotated Code of Maryland, and authorizes and empowers Montgomery County, Maryland, to collect and remit the same to the Town of Kensington, consistent with the imposition and collection of such levies on real property by Montgomery County.

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council that the transfer of funds by Resolution within the Operating and Capital Improvements Budget may occur.

AND BE IT FURTHER ORDAINED AND ORDERED, this ___ day of May, 2026, by the Kensington Town Council, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Article VI, "Powers of the Council", Section 601, "General Powers" of the Town Charter that:

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

(2) This ordinance shall take effect on the 1st day of July, 2026, provided the following:

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

INTRODUCED by the Mayor and Town Council of Kensington, Maryland, at the regular public meeting assembled on the 18th day of March, 2026.

ADOPTED by the Mayor and Town Council of Kensington, Maryland, at the regular public meeting assembled on the ___ day of May, 2026.

EFFECTIVE the 1st day of July, 2026.

ATTEST:

TOWN OF KENSINGTON

By: _____

By: _____

Susan Engels, Clerk-Treasurer

Tracey Furman, Mayor

**TOWN OF KENSINGTON
PROPOSED BUDGET FY 2027**

PROPOSED BUDGET 2026-2027

REVENUE FUND		
GENERAL PROPERTY TAXES	Rates	
Real Property Tax	0.1312	1,079,957
Personal Property Tax - Utilities	5.0000	618,275
Personal Property Tax - Business	0.8000	121,636
	SUBTOTAL	<u>1,819,868</u>
OTHER TAXES		
Income Taxes		900,000
Admissions and Amusements Tax		500
Maryland Cannabis Tax		3,000
	SUBTOTAL	<u>903,500</u>
LICENSES & PERMITS		
Town Building and Sign Permits		18,000
Parking Permits		4,000
Cable Franchise Fees		25,000
Traders' Licenses		2,000
	SUBTOTAL	<u>49,000</u>
INTERGOVERNMENTAL REVENUE		
County Tax Duplication		343,677
Highway User Funds		171,300
Bank Shares		4,226
	SUBTOTAL	<u>519,203</u>
FINES AND FEES		
SafeSpeed Camera Program		0
Parking & Municipal Infractions		3,000
	SUBTOTAL	<u>3,000</u>
OTHER		
Town Hall Rentals		12,000
Park Rentals		3,000
Municipal Events		24,200
Interest		200,000
Miscellaneous		2,500
	SUBTOTAL	<u>241,700</u>
GRANTS		
		\$0
	<u>TOTAL REVENUE</u>	<u>\$3,536,271</u>
	<u>UNAPPROPRIATED SURPLUS</u>	<u>1,850,554</u>
	<u>TOTAL REVENUE INCLUDING UNAPPROPRIATED SURPLUS</u>	<u>\$5,386,825</u>

EXPENDITURES		
GENERAL GOVERNMENT		
PERSONNEL SERVICES		
Salaries & Wages		721,308
Social Security, Medicare, Unemployment Taxes		53,982
Workers Compensation Insurance		5,408
Health, Life, and Employee Benefits		104,412
Retirement - 401 (A) Money Purchase Plan		58,447
	SUBTOTAL	<u>943,559</u>
OPERATING EXPENSES		
ELECTED OFFICIALS		
Mayor and Council Compensation		24,000
Mayor and Council Legislative, Education, Travel		14,600
	SUBTOTAL	<u>38,600</u>

**TOWN OF KENSINGTON
PROPOSED BUDGET FY 2027**

PROPOSED BUDGET 2026-2027

PROFESSIONAL SERVICES	
Town Attorney	50,000
Audit	15,000
Other Professional Services	163,225
SUBTOTAL	\$228,225

TOWN GOVERNMENT OPERATIONS	
Town Hall Maintenance	112,300
Town Hall Utilities	51,200
Town Hall Equipment	9,000
Economic Development & Commercial Revitalization	208,550
Office Expenses	39,900
Office Equipment/Furniture	10,000
Insurance	30,000
Municipal Dues, Memberships and Fees	7,700
Conferences, Training, & Travel	6,500
Miscellaneous	3,000
SUBTOTAL	\$478,150

TOTAL GENERAL GOVERNMENT EXPENSES	\$1,688,534
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EXPENDITURES

PUBLIC WORKS

PERSONNEL SERVICES

Salaries & Wages	449,107
Social Security, Medicare, Unemployment Taxes	33,107
Workers Compensation Insurance	20,650
Health, Life, and Employee Benefits	115,016
Retirement - 401 (A) Money Purchase Plan	39,929
SUBTOTAL	\$657,808

OPERATING EXPENSES

OPERATING SUPPLIES

Conferences, Training, and Travel	500
Drug Testing	1,000
Uniforms, Gloves, Vests, Boots, and Shirts	3,500
Small Equipment Purchases	12,500
Vehicle Fuel Expenses	12,500
Small Equipment Maintenance and Repairs	3,500
Vehicle Repairs	30,000
Shop Supplies and Tools	4,000
Miscellaneous	1,500
SUBTOTAL	\$69,000

TRASH, BRUSH, RECYCLING, AND LEAF COLLECTION

Trash, Brush, and Recycling Collection	284,150
Leaf Collection and Other Disposal Fees	33,000
SUBTOTAL	\$317,150

INFRASTRUCTURE

Street Sweeping	12,000
Street Maintenance	15,000
Street Name Signs	3,000
Snow Removal	15,000
Sidewalk Repair	15,000
Storm Drain Maintenance	15,000
Landscaping Vegetation Management	25,000
Landscaping Street Trees Maintenance and Planting	100,000
Garage Maintenance, Miscellaneous & Utilities	16,200

**TOWN OF KENSINGTON
PROPOSED BUDGET FY 2027**

PROPOSED BUDGET 2026-2027

	SUBTOTAL	\$216,200
TOTAL PUBLIC WORKS EXPENSES		\$1,260,158

PUBLIC SAFETY

PERSONNEL SERVICES

Salaries & Wages		212,883
Social Security, Medicare, Unemployment Taxes		16,036
Workers Compensation Insurance		8,276
Health, Life, and Employee Benefits		14,334
Retirement - 401 (A) Money Purchase Plan		6,918
SUBTOTAL		\$258,446

OPERATING SUPPLIES & SERVICES

PUBLIC UTILITIES AND PROFESSIONAL SERVICES

Parking Lot Lighting (Metropolitan)		1,500
Public Street Lighting		48,000
Traffic Control & Engineering		25,000
Miscellaneous		5,000
SUBTOTAL		\$79,500

TOTAL PUBLIC SAFETY EXPENSES		\$337,946
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PARKS & RECREATION

FACILITIES AND PUBLIC UTILITIES

Park Utilities		8,750
SUBTOTAL		\$8,750

OPERATING SUPPLIES AND PROFESSIONAL SERVICES

Small Equipment Maintenance and Repairs		15,000
Equipment Purchases		11,500
Landscape Architecture Services		10,000
Miscellaneous		1,000
SUBTOTAL		\$37,500

LANDSCAPING

Landscaping and Vegetation Management		25,000
Parks and Town Hall Landscaping		40,000
Business District Flowers and Planters		3,000
SUBTOTAL		\$68,000

TOWN MUNICIPAL EVENTS

Municipal Events - Labor Day Parade and Festival		39,800
Municipal Events - Other Municipal Events		91,300
SUBTOTAL		\$131,100

TOTAL PARKS RECREATION EXPENSES		\$245,350
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NON DEPARTMENTAL

Contingency		25,000
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TOTAL NON DEPARTMENTAL EXPENSES		\$25,000
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TOTAL OPERATING BUDGET		\$3,556,988
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		\$1,829,838
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TOTAL CIP BUDGET APPROPRIATIONS		\$1,829,838
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TOTAL OPERATING & CIP EXPENDITURES		\$5,386,825
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**TOWN OF KENSINGTON
PROPOSED BUDGET FY 2027**

**PROPOSED BUDGET
2026-2027**

**Resolution No. R-06-2026
Adopted:**

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Mulheron Tree Experts, Inc., for Soil Care Fertilization and Tree Pest Management for certain trees within Town Parks and the Public Right-of-Way.

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 Mulheron Tree Experts, Inc., for Soil Care Fertilization and Tree Pest Management for certain trees located within Town Parks and the Public Right-of-Way; and

WHEREAS, Mulheron Tree Experts Inc., provided a Contract proposal to the Town for services related to Soil Care Fertilization and Tree Pest Management (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 Mulheron Tree Experts Inc., for the contract price of \$18,750.00, 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 \$18,750.00, with Mulheron Tree Experts Inc., for Soil Care Fertilization and Tree Pest Management.

Adopted by the Town Council this ____ day of April, 2026.

Effective this ____ day of April, 2026.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



MULHERON TREE EXPERTS, INC.

10563 METROPOLITAN AVENUE
KENSINGTON, MD 20895
Maryland Tree License #715



Office: (301) 942-6700

PROPOSAL

March 20, 2026

Page 1

Proposal #: 35917

Proposal Date: 3/20/2026

Customer #: 11525

SalesRep: ED

Mr. MATT HOFFMAN
TOWN OF KENSINGTON
3710 MITCHELL STREET
KENSINGTON, MD 20895

Home:
Office: 301-949-2424
Mobile: 301-221-7425
Fax: 301-949-4925

Item#	Quantity	Description of Services	Item Amount
1		CRAPE MYRTLE ST PAUL PARK CRAPE MYRTLE TREES TREAT FOR SCALE AND SOOTY MOLD	<input type="text"/> Initial to Accept
2		SPECIFIED TREES TREES AT REINHARDT PARK AND TOWN HALL TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION	<input type="text"/> Initial to Accept
3		CRAPE MYRTLE KENNEDY PARK CRAPE MYRTLE TREES TREAT FOR SCALE AND SOOTY MOLD	<input type="text"/> Initial to Accept
4		WILLOW TREE ALL WILLOW OAK TREES ON CONNECTICUT AVE TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION	<input type="text"/> Initial to Accept
5		DOGWOOD TREE KENNEDY PARK AND ST PAUL PARK FERTILIZE ALL THE DORWOOD TREES WITH ORGANIC GRANULAR 10-10-10	<input type="text"/> Initial to Accept
6		PIN OAK TREE ST PAUL PARK PIN OAK TREES AND REINHARDT PARK PIN OAK TREES TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION	<input type="text"/> Initial to Accept
7		CHERRY TREE ST PAUL PARK ALL CHEERY TREES AND PLUM TREES REINHART PARK ALL CHERRY TREES AND TREAT FOR FUNGAL ISSUES AND INSECT PREVENTIONS	<input type="text"/> Initial to Accept
8	3	ASH TREE ST JOSEPHS PARK 3 ASH TREES TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION	<input type="text"/> Initial to Accept
9	3	WILLOW OAK TREE ST PAUL PARK AND EARNEST PARK 3 WILLOW OAK TREES TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION	<input type="text"/> Initial to Accept
10		JOB TOTAL	18,750.00 <input type="text"/> Initial to Accept



MULHERON TREE EXPERTS, INC.

10563 METROPOLITAN AVENUE

KENSINGTON, MD 20895

Maryland Tree License #715



Office: (301) 942-6700

PROPOSAL

March 20, 2026

Page 2

Proposal #: 35917

Should you have any questions, or if you wish to make any changes to this Proposal, please do not hesitate to call us. Please sign and return as soon as possible to Schedule work.

Proposal SubTotal:	\$18,750.00
Discount Amount:	0.00
Proposal Total:	\$18,750.00
Required Deposit:	0.00

Acceptance of Proposal:

I have read and understand the above provisions, specifications, prices, and, "terms and conditions" on reverse, all of which are hereby accepted. MTE is authorized to do the work as specified. Acceptance after thirty (30) days from Proposal Date above becomes an offer which MTE may reject at its sole discretion.

****MTE WILL TAKE PRECAUTIONS TO PROTECT TURF, LANDSCAPING AND PAVED SURFACES, HOWEVER DUE TO THE NATURE OF TREE WORK AND THE NEED TO USE HEAVY EQUIPMENT, COLLATERAL DAMAGE SOMETIMES OCCURS. MTE WILL NOT BE RESPONSIBLE FOR REPAIRING OR REPLACEMENT OF AFOREMENTIONED ITEMS AS A RESULT OF ROUTINE TREE PRUNING AND REMOVAL.****

MTE/BY:

Date: March 20, 2026

Authorized:

Date:

Fill out Form, then Sign,
Save a Copy, Email it back

Open using Adobe

<input type="text"/>	<input type="text"/>
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TREE SERVICE CONTRACT

1. Pruning Standards and Law

Mulheron Tree Experts, Inc. (MTE) warrants that all pruning work specified under the "scope of work" adheres to guidelines set forth by American National Standard for Tree Care Operations - Standard Practices, ANSI A300. MTE operates with the supervision of a Maryland Licensed Tree Expert and follows all laws pertaining to licensed tree experts as outlined in COMAR 08.07.07 under the authority of the Maryland Department of Natural Resources, Natural Resources Article §5-415-5-423.

2. Unforeseen Foreign Matter

The Customer agrees to pay MTE on a time and materials basis, according to its current schedule of rates, for any additional work required to complete the job or time lost occasioned by cement, concrete or metal objects in the tree trunk or limbs; active hornet or wasp nests or bee hives; rock, unmarked pipes, electrical lines encountered or any other underground utility including, but not limited to, irrigation systems, night lighting, invisible fences and cable television lines; or any other conditions not apparent in estimating the work specified. MTE will make good faith efforts to advise the Customer of expenses resulting from unforeseen foreign matter prior to incurring additional expense for same.

3. Insurance

MTE is currently insured for liability resulting from injury to persons or property and that all employees are covered by workers' compensation. Upon request to MTE, its insurance agent will supply a certificate of insurance directly to the customer. MTE warrants that it is licensed by the State of Maryland (License No. 715) and that it maintains an ISA Certified Arborist on staff.

4. Lawn and Ground Covers

MTE always attempts to minimize disturbance to the Customer's lawn and ground covers. The Customer understands that, unless specifically provided for herein, any repairs to such surfaces are not included in the contract price. Further, the Customer is aware that access to the Customer's property may require heavy equipment to pass over the driveway, other paved surfaces, pipes, drains and wires. The Customer assumes all responsibility for any damage to such paved surfaces and/or buried utilities caused by operation of equipment in the performance of the job. The Customer's responsibility shall not extend to damage to the Customer's residence or other structures, damage to which will be the responsibility of MTE.

5. Property Lines, Tree Ownership and Permits

It is the responsibility of the Customer to identify property lines and determine tree ownership. The Customer warrants that all trees upon which work is to be performed either (1) belong to the Customer or (2) that the Customer has obtained authorization to permit work on said trees (including any trees that straddle a property line). MTE is not a surveyor and does not warrant the ownership of any particular tree and completely relies on the representations of homeowner in that regard. The Customer agrees to indemnify and hold harmless MTE in any dispute concerning unauthorized work on any trees. Further, it is the responsibility of the Customer to obtain any necessary permit(s) that may be required by any federal, state, county or local government, agency, municipality, homeowners association, condominium association or other citizens association. Any fines, assessments or other fees or costs resulting from the Customer's failure to inform MTE of any necessary permit or authorization are exclusively the responsibility of the Customer.

6. Schedule Delays

MTE shall use its best efforts to meet performance dates but shall not be held liable for damages resulting from delays because of inclement weather or any other cause beyond its control; nor shall the Customer be relieved of performance because of delays.

7. Hold Harmless

Recognizing that MTE is taking all reasonable precautions to secure and safely remove trees from the Customer's property, the Customer agrees to hold MTE, its employees and subcontractors harmless in the event of any incident or unforeseen occurrence not attributable to negligence on their behalf.

8. Terms of Payment

Payment is due upon completion of work. A FINANCE CHARGE of 1½ % per month will be applied to any post due balance (annual percentage rate 18%). Should default in payment result in legal action, all costs of collection, including reasonable attorney's fees, shall become a proper charge hereto.

A 3% processing fee will be added to any payments made by VISA/MasterCard.

**Resolution No. R-07-2026
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, and subject to review of the final contract by the Town Attorney, with Shorb Landscaping for Landscape Maintenance at Clum Kennedy Park.

Adopted by the Town Council this ____ day of April, 2026.

Effective this ____ day of April, 2026.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



**SHORB
LANDSCAPING**

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
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	\$0.00	\$0.00	\$0.00
April	\$1,172.28	\$0.00	\$1,172.28
May	\$1,172.28	\$0.00	\$1,172.28
June	\$1,172.28	\$0.00	\$1,172.28
July	\$1,172.28	\$0.00	\$1,172.28
August	\$1,172.28	\$0.00	\$1,172.28
September	\$1,172.27	\$0.00	\$1,172.27
October	\$1,172.28	\$0.00	\$1,172.28
November	\$1,172.27	\$0.00	\$1,172.27
December	\$1,172.28	\$0.00	\$1,172.28
	\$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.