

Mayor Tracey Furman

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



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

Released: September 15, 2026

AGENDA

Wednesday, September 16, 2026 Town Council Meeting, 7:00 pm

The Town Council meeting will begin at 7:00 pm at the Kensington Town Hall (3710 Mitchell Street) in - person, and via Zoom. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/87990223070?pwd=zdssbawbrpvHiT0a3kRkoU0wpi12sq.1>

Meeting ID: 879 9022 3070

Password: 617780

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

Confidential Closed Session Minutes of June 4, 2026
Town Organizational Meeting Minutes of July 15, 2026
Town Meeting Minutes of July 15, 2026
Special Town Meeting Minutes of September 11, 2026
Public Closed Session Minutes of September 11, 2026
Confidential Closed Session Minutes of September 11, 2026

THE MAYOR AND TOWN COUNCIL

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

1. Announcement of Violation and Oral Summary of Open Meetings Compliance Board Decision 20-OMCB-265:

a. Mayor Furman to read summary of Open Meetings Compliance Board Opinion.

2. Acknowledge:

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

- a. 30 Years of Service to the Town by Shirley Watson, Facilities Manager.
 - b. 25 Years of Service to the Town by Susan Engels, Clerk-Treasurer.
 - c. The Mayor and Council held a Special Town Council Meeting for the purpose of a Closed Session on Friday, September 11, 2026, pursuant to General Provisions Article §3-305(b)(1) and (7), "Closed Session", Code of Maryland, to discuss the following:
 - i. appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; specifically to discuss the process to fill the Town Manager position;
 - ii. a separate employee issue involving a specific individual and to consult with counsel to obtain legal advice concerning same.
 - iii. Closed session public minutes are attached.
- 3. 10311 Summit Avenue – Variance Hearing:**
- a. The property owners, Kristi Pappalardo and Kevin Jones, have requested that the Mayor and Council consider a Variance for an encroachment of one-foot (1') into the required side yard setback on the northeast side of the property for a proposed addition in accordance with Section 5-104, "Building Lines", of the Town Code.
- 4. Walker Consultants Parking Analysis Update:**
- a. Update on the Parking Analysis.
- 5. 3420 Plyers Mill Road (Joseph Park):**
- a. Discuss the sale of 3420 Plyers Mill Road by the Town.
- 6. 10400 Detrick Avenue**
- a. Update on discussion with MCPS about maintenance of the skate park, playground, and field at 10400 Detrick Avenue.
- 7. Doorways to Democracy: An Art Exhibition**
- a. Discuss providing location for exhibition on October 23-25.

THE TOWN MANAGER AND STAFF

ORDINANCES, RESOLUTIONS, AND REGULATIONS

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

1. **Resolution No. R-11-2026** – A Resolution of the Town Council of Kensington Confirming the Appointment of Anne-Marie Turner and the re-Appointment of Mike Henahan and Michael Gordon to the Development Review Board.
2. **Resolution No. R-12-2026** – 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.

PUBLIC APPEARANCES

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

CLOSED SESSION

1. Motion to enter into a Closed Session:

Motion to call for a Closed Session pursuant to General Provisions Article §3-305(b)(7), "Closed Session", Code of Maryland, to consult with counsel to obtain legal advice regarding the following:

- a. The proposed acquisition of 15,167 square feet from Parcel A of the Kensington Crossing Homeowners Association.

2. Complete closing statement

3. Adjourn to the closed session

The Mayor and Council will not return to open session from the Closed Session.

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Wednesday, October 21, 2026

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

Form of Statement for Closing a Meeting

Location: **Town Hall, 3710 Mitchell Street**
Kensington, Maryland 20895

Date: September 11, 2026
Time: 9:05⁵am

Vote to go into closed session for the reasons set out below:

Motion By: Council Member *Sparker*

Seconded By: Council Member *Crimmins*

Vote to Close Session:

	AYE	NAY	ABSTAIN
Council Member Crimmins	☒	☐	☐
Council Member Engle	☒	☐	☐
Council Member Lichter	☒	☐	☐
Council Member Sparker	☒	☐	☐

Other persons present for closed session:

☒ Mayor Tracey Furman ☒ Town Attorney Suellen Ferguson
☒ Town Manager Matthew Hoffman ☒ Clerk Treasurer Susan Engels
☒ Assistant Town Manager Alex Marini

STATUTORY AUTHORITY TO CLOSE SESSION

AUTHORITY UNDER GENERAL PROVISIONS ARTICLE §3-305(b) TO CLOSE THIS MEETING. PLEASE CHECK ALL THAT APPLY:

- (1) ☒ To discuss:
- (i) The appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - (ii) Any other personnel matter that affects one or more specific individuals.
- (2) ☐ To protect the privacy or reputation of individuals with respect to a matter that is not related to public business.
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto.
- (4) ☐ To consider a preliminary matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.
- (5) ☐ To consider the investment of public funds.
- (6) ☐ To consider the marketing of public services.
- (7) ☒ To consult with counsel to obtain legal advice.
- (8) ☐ To consult with staff, consultants, or other individuals about pending or potential litigation.

Over

- (9) [] To conduct collective bargaining negotiations or consider matters that relate to the negotiations.
- (10) [] To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans.
- (11) [] To prepare, administer or grade a scholastic, licensing, or qualifying examination.
- (12) [] To conduct or discuss an investigative proceeding on actual or possible criminal conduct.
- (13) [] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.
- (14) [] Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- (15) [] To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to "(i) security assessments or deployments relating to information resources technology"; (ii) "network security information," such as information that is related to passwords, personal ID numbers, access codes, encryption, security devices, or vulnerability assessments or that a governmental entity collects or maintains to prevent, detect, or investigate criminal activity; or (iii) "deployments or implementation of security personnel, critical infrastructure, or security devices."

TOPICS TO BE DISCUSSED:

Personnel Matters: discussion of process to fill the Town Manager position; a separate employee issue involving a specific individual

Consult with counsel to obtain legal advice re: said personnel issues

TOPICS DISCUSSED

Process to fill Town Manager position, separate employee issue involving specific employee

ACTION TAKEN

Councilmember Crimmins will be point person for Town Manager Search

VOTE TO ADJOURN CLOSED SESSION:

Motion by: Council Member
Time adjourned:

Lichter
10:21 am

Second by: Council Member

Sparker

Tracey Furman, Mayor
Signature of Presiding Officer

Resolution No. R-11-2026
Adopted:

A Resolution of the Town Council of Kensington Confirming the Appointment of Anne-Marie Turner and the re-Appointment of Mike Henehan and Michael Gordon to the Development Review Board.

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

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

Mike Henehan	Professional	3951 Baltimore Street	Two Year Term Expires	7-31-2028
Anne-Marie Turner	Professional	3712 Farragut Avenue	Two Year Term Expires	7-31-2028
Michael Gordon	Resident	3420 Wake Drive	Two Year Term Expires	7-31-2028

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

John Blick	Business	3720 Farragut Avenue	Two Year Term Expires	7-31-2027
Paul Sexton	Resident	10223 Summit Avenue	Two Year Term Expires	7-31-2027
Conor Crimmins	Council	10547 St. Paul Street	Council Assignment	7-31-2027
Nate Engle	Council	3929 Baltimore Street	Council Assignment	7-31-2027

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 16th day of September, 2026.

EFFECTIVE the 16th day of September, 2026.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

Resolution No. R-12-2026
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 \$11,100.00, 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 \$11,100.00, 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 16th day of September, 2026.

Effective this 16th day of September, 2026.

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 04, 2026

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

Proposal By: Ted Pleiman
301-641-5437
TPleiman@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: 29255 Grounds Management - CM 2027
03/1/2027 - 12/31/2027

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.

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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 de-mulching 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: \$11,100.00

Estimated Tax: \$0.00

TOTAL: **\$11,100.00**

PAYMENT SCHEDULE

SCHEDULE (2027)	PRICE	SALES TAX	TOTAL
March	\$1,110.00	\$0.00	\$1,110.00
April	\$1,110.00	\$0.00	\$1,110.00
May	\$1,110.00	\$0.00	\$1,110.00
June	\$1,110.00	\$0.00	\$1,110.00
July	\$1,110.00	\$0.00	\$1,110.00
August	\$1,110.00	\$0.00	\$1,110.00
September	\$1,110.00	\$0.00	\$1,110.00
October	\$1,110.00	\$0.00	\$1,110.00
November	\$1,110.00	\$0.00	\$1,110.00
December	\$1,110.00	\$0.00	\$1,110.00
	\$11,100.00	\$0.00	\$11,100.00

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

9/4/2026

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.