Mayor Tracey Furman

Council Member Conor Crimmins
Council Member Ann Lichter

Council Member Nate Engle
Council Member Stuart Sparker

Released: October 19, 2026

AGENDA

Wednesday, October 21, 2026
Walker Consultants Parking Study Final Presentation, 6:00 pm
Town Council Meeting, 7:30 pm

The Parking Study Final Presentation will begin at 6:00 pm via Zoom only, followed by the Town Council meeting at 7:30 pm via Zoom only. Access to the meeting is available through the following link:

https://us02web.zoom.us/j/81009618758?pwd=oaf1XOSf8kXt1b41oPyrb9w9XU5aoP.1
Meeting ID: 810 0961 8758
Password: 051486

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 Meeting Minutes of September 16, 2026
Public Closed Session Minutes of September 16, 2026
Confidential Closed Session Minutes of September 16, 2026

THE MAYOR AND TOWN COUNCIL

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

1. **EV Chargers:**
   a. Discuss EV charger options (type, location).
2. **3420 Plyers Mill Road (Joseph Park):**
   a. Discuss the proposed property description for 3420 Plyers Mill Road: *Excellent corner lot site with dual frontages along Plyers Mill Road and Wheatley Street in the Town of Kensington. Residential location with a level building envelope positioned in the core of town*

and walkable to parks, restaurants, shops, and the Kensington MARC Station. Construction to comply with setbacks and basic development standards for R-60 zoning classification. The Town Council will not consider building line variances.

THE TOWN MANAGER AND STAFF

1. **Ernest Memorial Park:**
    a. Provide an update on the improvements at Ernest Memorial Park.

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-13-2026** – A Resolution of the Mayor and Council of the Town of Kensington Approving the Temporary Appointment of Alex Marini as the Acting Town Manager until a Permanent Town Manager is Appointed.
2. **Resolution No**. **R-14-2026** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from ACM Services for the Abatement of 10415 Montgomery Avenue.
3. **Resolution No**. **R-15-2026** – A Resolution of the Mayor and Town Council of Kensington Approving a Variance to encroach one-foot (1') into the ten-foot (10') side yard setback for a dwelling on land zoned for single-family use at 10311 Summit Avenue, in accordance with Section 5-104 (b) of the Town Code.

PUBLIC APPEARANCES

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

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:
Wednesday, November 18, 2026
Please check the Town Calendar to confirm the Council date and time.

WALKER CONSULTANTS



Prepared for The Town of Kensington

Parking Analysis and Management Study

October 15, 2026

WALKER CONSULTANTS

2000 Tower Oaks Boulevard, Suite 350
Rockville, MD 20852
202.510.9366

October 15, 2026

Alex Marini, Acting Town Manager
Town of Kensington
3710 Mitchell Street, Kensington
Maryland, 20895

Re: Town of Kensington Parking Analysis and Management Study
Kensington, Maryland
Walker Consultants Project #22-001925

Dear Alex:

Walker Consultants is pleased to submit this report for your review for the Town of Kensington Parking Analysis and Management Study.

We greatly appreciate the opportunity to serve you on this project. If you have any questions, please do not hesitate to call.

Sincerely yours,

WALKER CONSULTANTS

Nigel Herath
Parking Consultant - Project Manager

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Executive Summary

The Town of Kensington has experienced parking challenges due to the persistent tension between its vibrant commercial core and the surrounding residential neighborhoods. This has led to instances where commercial and civic uses have generated peak demands that exceed the capacity of immediately proximate supply. In early 2026, the Town hired Walker Consultants to conduct a study to evaluate its parking conditions and requested practical, data-driven recommendations that were feasible to implement. These recommendations had to reflect the Town's operating realities, being a smaller municipality with limited staff and budget.



This map shows the full study area and all parking system components that were studied. *See pages 18 and 21 for more details.*

Existing Conditions

Kensington's parking system includes 2,895 spaces: 953 on-street, 1,728 private off-street, and 214 publicly available off-street spaces across six public lots. Private off-street facilities account for approximately 60% of the study area's parking inventory. The remaining inventory includes 953 on-street spaces and 214 spaces within six publicly accessible off-street facilities. The Town's parking-management role extends beyond ownership of its lots to regulation and enforcement along Town-controlled streets. However, ownership and operational control of publicly accessible off-street facilities vary, and include operating agreements with facility owners like MTA and CSX. The following table categorizes all spaces by their location (facility type) and classification.

Accessible parking is concentrated off-street. The inventory found six accessible on-street spaces (five ADA, one ADA van) out of 77 systemwide, or roughly 8%.

Parking Facility Type	Parking Space Types						
	Regular	ADA	ADA Van	Loading Zone	Business Reserved	EV	Total
On-Street	944	5	1	3	0	0	953
Off-Street Private	1,623	46	15	10	34	0	1,728
Off-Street Public	178	4	6	4	14	8	214
Subtotal	2,745	55	22	17	48	8	**2,895**

Posted time limits end by 5:00 or 5:30 p.m. on weekdays and do not apply on weekends. In practice, parking enforcement stops earlier, because the Town's single Code Enforcement Officer spends about 20 percent of their time on parking and finishes parking duties in the late afternoon. The Town acquired the former M&T Bank lot (7) at 10415 Montgomery Avenue in January 2026, and it is being rebuilt to add public supply (estimated to be about 36 spaces) in late 2026.

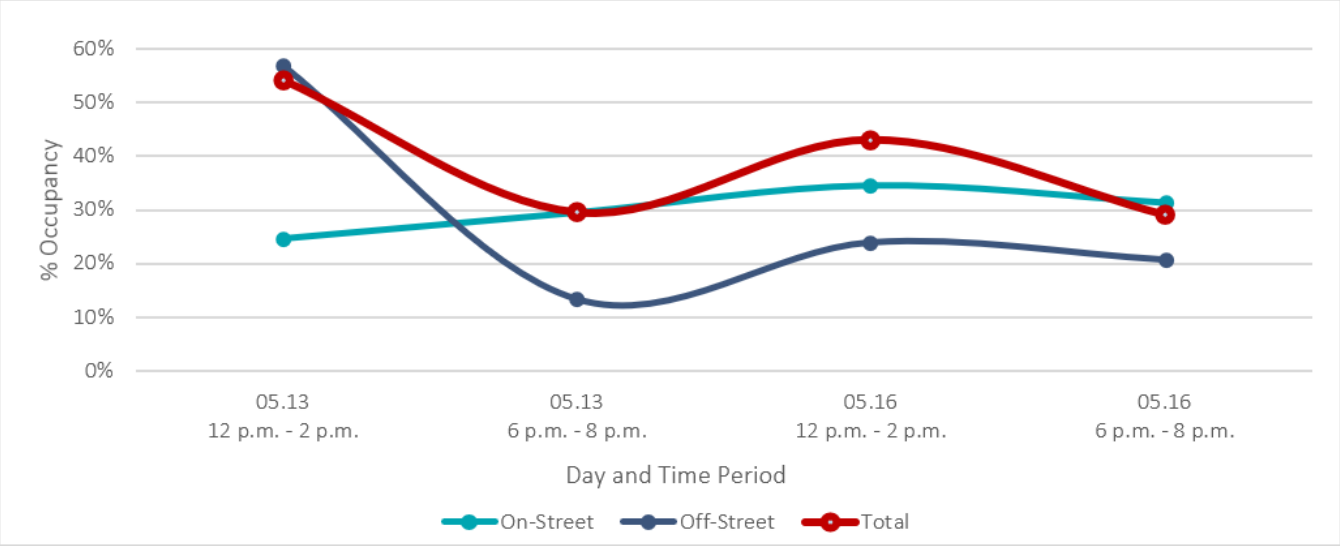
Parking Demand

Field observations of system-wide occupancy ranged from 28% on Wednesday evening to 45% on Wednesday afternoon. Scarcity and availability exist side-by-side, often within the same block.

Demand was concentrated near specific generators, including Kensington Crossing, Johnson's Shopping Center, Kensington Shopping Center (Metropolitan Avenue), Baby Cat Brewery, and during the farmers market weekend event. Some notable observations include:

- **Evening shifts demand to the curb:** Off-street occupancy (parking lots) fell sharply after typical business hours. Public lots dropped from 58% to 14% on Wednesday, while on-street four-hour spaces rose from 65% to 84%. This occurred *after* the enforcement window closed (around 4:00 p.m.).
- **Saturday pressure:** Saturday afternoon produced the highest on-street occupancy (35% overall; 84% in four-hour spaces). The MARC lot reservation for the farmers market removed public supply during that peak.

Observed Parking Occupancy Trends



- **Turnover:** Typically, healthy commercial curb spaces turn over four or more times a day (during business hours).
    - Kensington Parkway's four-hour on-street segment turned over only 0.43 vehicles per space.
    - Howard Avenue performed well, with a rate of 2.43 to 3.43 vehicles per space across the day.
    - Fawcett Street recorded the longest stays during mid-week observations (up to 3.23 hours on average, with 31% of vehicles over the limit).
    - Armory Street (southbound) recorded the longest stays during the weekend observation period (Saturday), averaging 3.91 hours. Note that this is a behavior measure rather than a violation, because time limits are not enforced on weekends.
    - Turnover varied by corridor during the eight-hour LPI observation weekday and weekend day periods. Select locations showed relatively low turnover or longer observed stays, supporting location-specific management changes rather than a uniform Town-wide response.

These observations and their underlying data point to a distribution, timing, and management problem more than a system-wide parking supply shortage.

Policy and Administrative Findings

The Town has the main tools it needs: curbside regulation, citation authority, an RPP program, development review, and the ability to partner with public and private owners. The gaps are in how those tools are applied. The main findings include:

- Posted time-limit hours and routine patrol coverage do not fully align with localized evening and weekend parking pressure in portions of the commercial core.
- Posted hours vary by block, which complicates signs and enforcement.
- Some commercial-adjacent four-hour spaces show long stays and low turnover.
- The RPP program manages parking in neighborhoods but does not address commercial-core demand.
- Public capacity, including Town Hall and MARC lots, is not consistently visible or promoted.
- Manual citation processes limit field efficiency and data analysis.
- Accessible parking is concentrated off-street.
- No standard shared-parking agreement exists.
- The data does not support systemwide paid parking.

Parking Management Plan

The plan manages existing parking before adding supply or broad paid parking, consistent with the community's wish to preserve Kensington's walkable character. It has three primary strategies and two supporting strategies.

Primary Strategies

1. Communication, Wayfinding, Signage, and Marketing.

- Establish a unified parking identity.
- Inventory and standardize existing signs.
- Install coordinated identification and directional wayfinding.
- Create a dedicated, mobile-friendly parking page with a map, linked from Town and Explore Kensington sites.

2. Technology.

- Procure handheld citation equipment and cloud software, with a planning allowance of $10,000 to $12,000 in Year 1 and $4,000 to $5,000 annually after that.
- Confirm compatibility with Montgomery County's processing system.
- Standardize a digital citation process.
- Defer mobile paid-parking procurement until lower-cost measures are evaluated.

3. Curbside Management and Enforcement.

- Recalibrate time limits by converting selected four-hour spaces on Kensington Parkway and Fawcett Street to two hours, while keeping four-hour limits where longer stays remain appropriate.
- Standardize weekday time-limit hours to a common 9:00 a.m. to 6:00 p.m. window.
- Shift enforcement hours to match, and evaluate a part-time officer.

- Set patrol routes and a graduated compliance approach, with warnings for first-time non-safety violations.
- Add a 15-minute pickup/drop-off space on Howard Avenue.
- Modernize RPP administration and use a staged Kent Street intervention with 90-day monitoring.
- Selectively stripe unmarked curb spaces.
- Add a van-accessible space in Town Lot 19.

Secondary Strategies

4. Shared Parking Agreements.

- Shared parking is a pilot-first supporting strategy. Preliminary candidates include St. Paul's United Methodist Church, Brookewood School, and the Jubilee Association of Maryland site. Participation, operating compatibility, and available capacity require confirmation through owner outreach. If successful, arrange one or two employee-focused or event-specific pilots over six to twelve months . Renewal or expansion would depend on measured results, and the Town should coordinate with Montgomery County on an owner-initiated pathway for after-hours use.

5. Employee and Long-Stay Parking.

- The Town should start with voluntary employer coordination, including an employer parking guide and use of the (upcoming) 10415 Montgomery Avenue lot. A formal employee permit or fee is not recommended unless lower-cost measures fall short.

Implementation Plan

Walker developed near-, mid-, and long-term recommendations for parking in Kensington. Policy decisions and investments made today will last for decades, so they should anticipate how people will travel in the future and stay flexible as travel behavior changes. Recommendations are grouped by time period:

- **Near-Term:** Strategies that can be implemented in the next 12 months.
- **Mid-Term**: Strategies and infrastructure that can be implemented within one to three years.
- **Long-Term**: Strategies and infrastructure that may require more than three years to implement.

Each recommendation also includes estimates of cost and staffing, technology needs, revenue impact, and feasibility. Unless otherwise stated, Town staff are assumed to absorb required tasks within their existing roles. Feasibility is rated low, medium, or high based on the Town's control over implementation and the estimated ease of implementation. Several recommendations depend on monitoring results, such as the Kent Street intervention, shared-parking expansion, and any future paid-parking program. The Town should therefore advance lower-cost measures first, track performance, and escalate only where results warrant.

Recommendation	Implementation Timeframe	Cost & Staffing	Technology	Revenue Impact	Feasibility
Communication, Marketing, Wayfinding, and Signage					
Inventory Existing Signage and Take Appropriate Action	Near-Term	Existing staff; replacement and installation costs vary by inventory findings.	Existing GIS, sign inventory, or spreadsheet tools.	None.	**High**
Develop a Unified Town Public-Parking Brand and Sign Family, and Install Facility-Identification and Directional Signs	Near- to Mid-Term	Signage design/wayfinding consultant and fabrication/installation; planning allowance **$20,000-$60,000** for a focused program, subject to final sign count, design, and permitting.	None beyond standard sign design and asset files.	None directly; may improve use of existing public supply and support commercial activity.	**Medium**
Update the Town Website and Online Parking Map	Near-Term	Existing staff if updated in-house; otherwise, web/GIS consultant allowance **$2,500-$10,000.**	Existing website and GIS/map platform.	None.	**High**
Tag and Maintain Public Parking Facilities on Navigation Platforms	Near-Term; Ongoing updates	Existing staff.	Existing technology.	None.	**High**
Develop Event-Specific Parking Plans and Temporary Communication Method	Near-Term; Ongoing	Existing staff; temporary signs and printed materials approximately **$1,000-$5,000** initially.	Existing website, email, social media, mapping tools, and flyers or letters.	None directly; may support event and business activity.	**High**
Develop and Launch an Ongoing Parking-Related Communications and Marketing Campaign	Near-Term; Ongoing	Existing staff; minor printing and design costs.	Existing website, email, and social media.	None.	**High**
Monitor Town Hall and Other Promoted Public Lots	Near-Term; Ongoing	Existing staff or limited consultant/data-collection support.	Existing GIS/spreadsheet tools; digital handheld could support observations.	None.	**High**
Technology and Enforcement Operations					
Procure Citation Equipment and Software	Near-Term	Planning allowance **$10,000-$12,000 in Year 1**, then **$4,000-$5,000 annually**; existing staff for procurement, training, and administration.	New handheld and cloud citation-management system (must integrate with Town permit records and Maryland/Montgomery County processing requirements).	Potential increase in citation collections and reduced administrative effort; primary purpose is compliance and efficiency.	**High**
Confirm CMS Compatibility with VPMS	Near-Term	Existing staff, vendor demonstrations, IT/legal review; included in procurement effort.	System integration and secure data exchange.	None directly; avoids duplicate systems and future integration costs.	**Medium** (pending integration confirmation)
Establish Standard Updated Virtual/Digital Citation Process	Near-Term	Existing staff plus vendor training; may require short-term administrative setup.	New citation-management system.	Potential minor increase from improved collection accuracy; administrative savings possible.	**High**
Prepare for Mobile/Paid-Parking Technology (Defer Procurement Until Lower-Cost Measures Are Evaluated)	Long-Term (Contingent)	Existing staff for periodic market review; vendor memorandum **$5,000-$15,000** only if performance triggers are not met.	No immediate investment; future mobile payment and enforcement integration.	None near-term; future revenue possible if a targeted program is authorized.	**High** for deferral; **Medium** for future deployment
Curbside Management and Enforcement					
Reduce Four-Hour Limits to Two Hours in the Kensington Parkway/Fawcett Street Area	Near-Term	Existing staff; ordinance/resolution review and replacement regulatory signs approximately **$2,000-$7,500** depending on final sign count.	Existing tools; digital handheld supports enforcement.	Potential minor increase in citation revenue; intended impact is turnover and customer access.	**High**
Standardize Commercial Time-Limit Hours on a Common Weekday Schedule	Near-Term	Existing staff; legal review and sign replacement approximately **$3,000-$10,000.**	Existing tools; new handheld recommended.	Potential minor increase in citation revenue.	**Medium to High**

Recommendation	Implementation Timeframe	Cost & Staffing	Technology	Revenue Impact	Feasibility
Enforce Parking Violations more Consistently (with Warnings for First-Time Non-Safety Violations)	Near-Term; Ongoing	Existing staff.	Digital citation system for warnings and repeat-offender history.	Potential citation increase; may decline over time as compliance improves.	**High**
Adopt a Graduated Fine Schedule That Escalates for Repeat Offenders	Mid-Term	Existing staff and Town Attorney; public process and software configuration.	Citation software must support violation history and graduated penalties.	Potential increase in citation revenue from repeat violations; not a primary funding strategy.	**Medium**
Shift Code Enforcement Officer Hours to 9:00 a.m. to 6:00 p.m. and Prioritize Key Commercial Streets	Near-Term	Existing staff if responsibilities can be rescheduled; otherwise part-time/secondary enforcement coverage and associated wages/benefits.	Digital handheld recommended.	Potential increase in citation revenue; goal is compliance, turnover, and safety.	**Medium**
Evaluate Limited Part-Time or Supplemental Parking Enforcement Coverage	Near- to Mid-Term; *contingent on above*	Town staff to evaluate workload and budget; recurring wages and associated employment costs if authorized.	Digital handheld recommended.	Potential citation collections (decision should be based on compliance/coverage, not revenue).	**Medium**
Add 15-Minute Pickup/Drop-Off Spaces on Howard Avenue	Near-Term	Existing staff; sign, post, and pavement-marking cost approximately **$500-$2,000 per space.**	None.	Potential minor citation revenue; may remove one general parking space.	**High**
Modernize Residential Permit Parking Administration Process	Near- to Mid-Term	Existing staff and Town Attorney; public communication and potential system configuration.	Existing permit system, subject to compatibility with the new citation platform.	Potential modest permit revenue to offset administration.	**Medium**
Implement a Staged Kent Street Intervention with 90-Day Monitoring	Near- to Mid-Term (Contingent)	Existing staff for monitoring and outreach; sign/striping costs vary if later stages are triggered.	Digital observations and GIS/spreadsheet analysis.	None; one-side parking could reduce curb capacity.	**Medium**
Stripe Unmarked Curb Spaces Where Engineering Review Supports It	Mid-Term	Existing staff plus traffic/engineering review; approximately **$100-$300 per marked space**, depending on mobilization and pavement condition.	None.	None.	**Medium**
Upgrade Accessible Parking in Town Lot 19	Near- to Mid-Term	Engineering/ADA review and construction; approximately **$3,000-$15,000 per space** depending on grading, curb-ramp, and route work.	None.	None.	**Medium to High**
Complete a Parking-Focused ADA Title II Self-Assessment	Near-Term	Town staff with an accessibility consultant; fee to be established based on whether the scope is limited to parking or incorporated into a broader Town-wide ADA self-evaluation (**$25,000-$100,000**).	Existing GIS and field-inventory tools; no specialized parking technology required.	None.	**High**
Shared Parking and Partnerships					
Conduct Outreach and Screen Potential Shared-Parking Sites	Near-Term	Existing staff; optional legal/parking consultant support.	Existing mapping and occupancy data.	None; may defer the cost of constructing or acquiring parking.	**Medium**
Develop a Standard Shared-Parking Agreement Package	Near-Term	Town Attorney, risk manager/insurance carrier, and existing staff; planning allowance **$5,000-$15,000** for a reusable package.	None.	None directly; creates basis for future revenue-sharing if desired.	**Medium**
Launch a 6-12 Month Employee or Event Shared-Parking Pilot	Mid-Term	Existing staff plus owner compensation or Town support; allowance **$5,000-$25,000 per pilot annually**, highly dependent on insurance, maintenance, signs, security, and number of spaces.	Existing mapping/signage; permit or plate list optional.	Potential shared-parking revenue if priced; more importantly, deferred capital cost and reduced spillover.	**Low to Medium**
Explore After-Hours Shared Use of Private Lots with Montgomery County	Mid- to Long-Term	Existing staff, Town Attorney, and Montgomery County coordination.	None.	None directly; may defer public parking capital costs.	**Low**
Manage and Annually Review Shared-Parking Partnerships	Ongoing	Designated Town staff point of contact; possible annual insurance, maintenance, or compensation costs.	Existing mapping and communication tools.	Variable; deferred capital cost is the principal benefit.	**Medium**

Recommendation	Implementation Timeframe	Cost & Staffing	Technology	Revenue Impact	Feasibility
Employee and Long-Stay Parking Coordination					
Publish an Employer (Employee) Parking Guide	Near-Term	Existing staff; minor design/printing cost under **$2,500.**	Existing website, map, and communication tools.	None.	**High**
Integrate the 10415 Montgomery Avenue Lot into Employee Parking Program	Near-Term following opening	Included within planned lot operations; existing staff for policy, signs, and communication.	Existing mapping; future EV equipment as separately funded.	None directly; may improve commercial-core turnover.	**High**
Engage Employers to Keep Staff Out of Customer Curb Spaces	Near-Term; Ongoing	Existing staff and business coordination.	None.	None.	**Medium to High**
Re-Measure Core Parking Conditions 90 Days After Employer Outreach and New Lot is Online	Near-Term (repeat as needed)	Existing staff or limited consultant field data collection, approximately **$3,000-$10,000** if outsourced.	Digital handheld or spreadsheet/GIS tools.	None.	**High**
Consider an Employee Permit Program Only If Voluntary Measures Fall Short	Long-Term (Contingent)	Existing staff plus program design, outreach, legal review, and potential vendor configuration.	Existing permit platform or expansion.	Potential modest permit revenue.	**Medium**
Performance Monitoring and Adaptive Management					
Establish Baseline Metrics and an Implementation Dashboard	Near-Term	Existing staff; quarterly updates.	Existing spreadsheet/GIS initially; citation-system reporting after procurement.	None; supports better allocation of staff and capital.	**High**
Report Progress to the Task Force, Council, Businesses, and Residents	Near-Term; Ongoing	Existing staff; annual or semiannual reporting.	Existing website and reporting tools.	None.	**High**
Reassess the Parking System Against the 2026 Baseline	Long-Term	Existing staff or consultant update; planning allowance **$20,000-$50,000** depending on collection scope.	Existing GIS/database and citation reports.	None; may avoid unnecessary capital investment.	**High**
Consider Targeted Paid Parking Only If Core Streets Still Miss Targets	Long-Term (Contingent)	Consultant/vendor feasibility study and public engagement; technology and operating costs would be established separately.	New mobile-payment/payment-processing integration only if authorized.	Potential parking revenue, offset by vendor, transaction, enforcement, and customer-service costs.	**Medium**
Evaluate Initial Management Changes After a 90-Day Pilot Period	Near-Term; *After implementation of other changes**	Existing staff or limited consultant data collection. Combine observations where practical.	Citation reports, GIS, spreadsheets, and field observations.	None.	**High**

*Time-limit, enforcement, wayfinding, and employee parking.

01

Background, Objectives, and Methodology

1. Background

The Town of Kensington is a historic, tight-knit municipality of approximately 2,200 residents located within Montgomery County, Maryland. Its compact, walkable business district, anchored along Connecticut Avenue, Howard Avenue, and Metropolitan Avenue, is a defining source of community pride and a draw for residents and visitors from across the region. Like many successful historic town centers, Kensington sits at the intersection of competing and legitimate demands: the vitality of a growing commercial core and the quality of life of the residential neighborhoods that directly surround it.

Kensington's parking challenge is not simply a question of how many spaces exist. It reflects a broader community-values tension among commercial activity, residential character, and a shared commitment to the walkable, human-scale environment that defines the town. The Town has reported that commercial and civic uses generate peak demands that exceed the capacity of the immediately proximate supply, leading customers, employees, and visitors to overflow onto adjacent residential streets. These types of parking spillovers have the potential to compromise residential quality of life through blocked driveways, reduced street capacity, and the erosion of neighborhood character, while simultaneously creating friction between neighbors and businesses.

The Town's establishment of a dedicated Parking Task Force in 2026 signaled both political urgency and the deliberate, community-first spirit with which Kensington intended to address these challenges. The Town has expressed a desire for actionable, data-driven recommendations that can be realistically managed by a small municipality with limited staff and budget. This study is designed to respond directly to that intent.

1.1. Objectives

The objectives of the existing conditions analysis are to understand and evaluate:

- The composition of the Town's parking system by inventorying parking space types (e.g., public and private, loading zones, EV spaces) across on- and off-street areas
- Parking trends in terms of parking occupancy and turnover rates across key days, time periods, and locations
- The adequacy of the existing parking supply relative to observed and projected demand

A central analytical distinction informing this study is the difference between areas experiencing true supply shortages (where demand exceeds supply) versus areas where poor turnover, management, or gaps in wayfinding and enforcement may be the primary drivers of *perceived* scarcity.

Walker's experience in comparable historic downtown contexts[1] consistently indicates that communities often perceive a parking shortage where careful analysis reveals the underlying issue to be one of distribution, turnover, and management rather than absolute supply. While this perspective informs the study approach, Walker considers the unique needs and character of every community.

[1] Such as the City of Fairfax, Virginia; Borough of Aspinwall, Pennsylvania; Borough of Downingtown, Pennsylvania; and others

1.2. Methodology

The existing conditions assessment began with the project kickoff meeting held on April 10, 2026, at Kensington's Town Hall. This session established project goals, confirmed the study area, reviewed known parking hotspots and challenges, and initiated the data request and RFI process. Qualitative findings from this kickoff, including stakeholder-identified problem areas, operational constraints, and community sensitivities, are incorporated throughout this report and were used to calibrate the data collection program.

The existing conditions analysis includes a mix of quantitative and qualitative data collection and analysis efforts, including the following activities:

- Town-led walking tours: A guided field walk, led by the Assistant to the Town Manager of Kensington, to orient the project team to current and planned developments, informal parking arrangements, and local context that may not be readily apparent through desktop analysis alone.
- Parking inventory: A systematic block-face-by-block-face and lot-by-lot field inventory of all private and publicly accessible on-street and off-street parking spaces within the study area to document space counts, regulatory status (time-limited, permit-only, ADA-designated, loading zone, no-parking, etc.), time restrictions and durations, signage consistency, and access controls and ownership.
- Parking occupancy counts: Walking occupancy counts were conducted across four observation periods: weekday (Wednesday) midday and evening and weekend (Saturday) midday and evening, to establish baseline utilization across different demand conditions. Occupancy data is tabulated by block-face/street segment and lot/garage.
- License Plate Inventory (LPI): An eight-hour license plate inventory conducted on select commercial streets and high-priority corridors to measure average length of stay, turnover rates, and time restriction compliance during a separate Wednesday and Saturday.
- Special event observation: General field observations during events generating concentrated parking demand, including the Saturday farmers market and the Kensington Historical Society's Free Summer Concert Series.

All inventory data is compiled in a GIS-based database. The findings of the existing conditions phase form the factual foundation for all subsequent analysis and strategy development. A thorough understanding of current conditions within the study area is a prerequisite to identifying opportunities and evaluating potential changes to existing parking policies or supply.

02

Study Area Existing Conditions

2. Study Area Existing Conditions

2.1. Overview

The study area encompasses the Town of Kensington's commercial core and the immediately surrounding residential streets. The area is centered on the primary commercial corridors of Connecticut, Howard, Metropolitan, and Montgomery Avenues. Some of the main parking demand generators include the MARC commuter rail station, Noyes Children's Library, Kensington Shopping Center, and Johnson's Shopping Center. *See Figure 1 on the following page for an aerial view of the study area.*

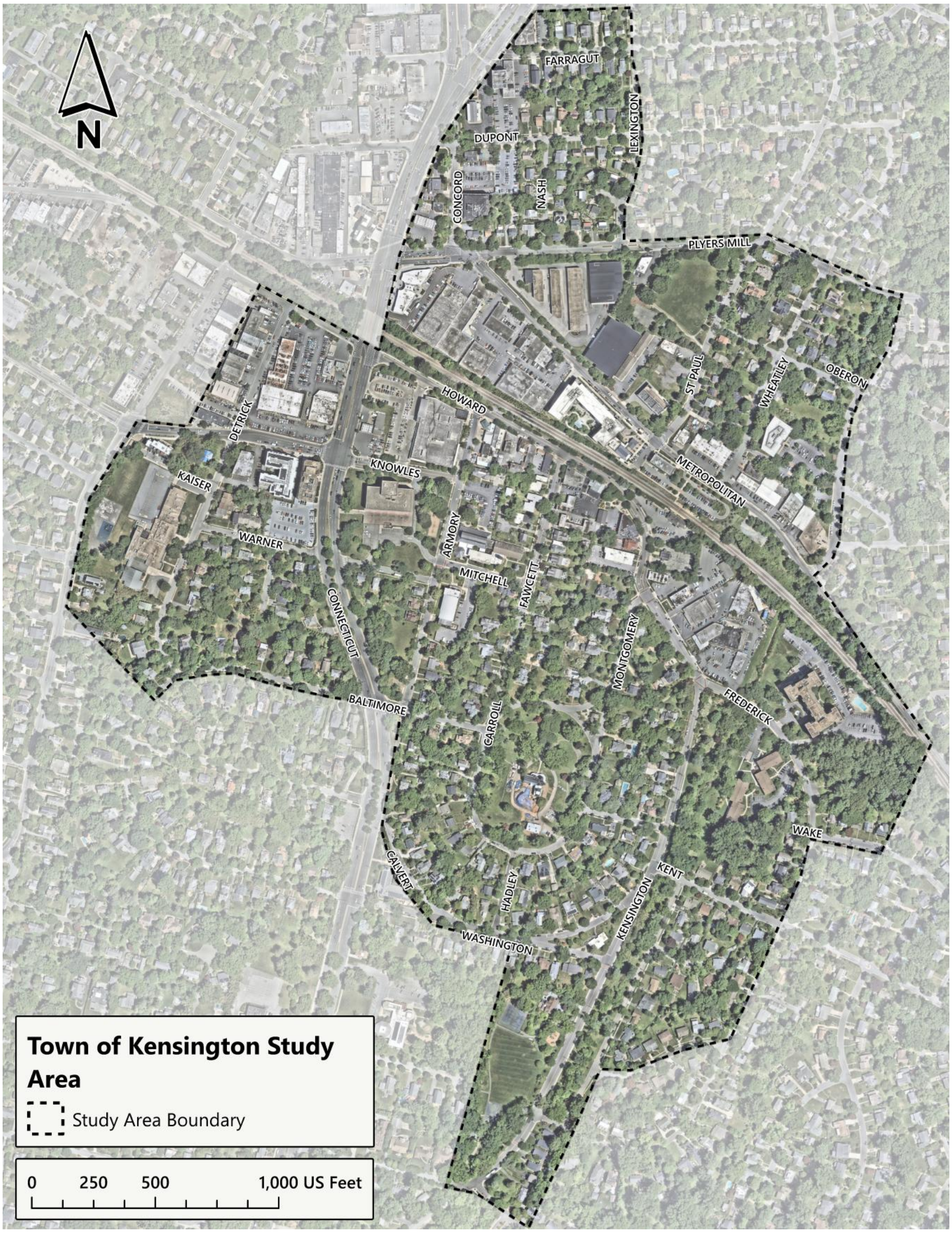
The study area includes a set of high-priority hotspot corridors and nodes identified through the RFI process and stakeholder input. The following ten corridors represent some of the primary focus areas across the study area:

- 10400 Connecticut Avenue, just south of Knowles Avenue
- Mitchell Street, from Armory Avenue to Fawcett Street
- Fawcett Street, with special focus on Howard Avenue to Mitchell Street
- Frederick Avenue, from Wake Drive to Kensington Parkway
- Howard Avenue, from Armory Avenue to south of Fawcett Street
- Kensington Crossing parking lot (10619 Connecticut Avenue)
- Kensington Parkway, from Montgomery Avenue to Kent Street
- Kent Street, from Kensington Parkway to Warner Circle
- Metropolitan shopping center, north of the MARC Train Station, adjacent to the north parking lot
- Montgomery Avenue, from Kensington Parkway to Noyes Library

Walker received these hotspot locations through the request for information process before field data collection began. To the north of the tracks, beyond the commercial core, the town is primarily residential but still includes several parking demand generators, including the new Kensington Crossing shopping center at Connecticut Avenue and Plyers Mill Road, restaurants and shops along Metropolitan Avenue, and St. Paul Park. The following list summarizes additional parking system context shared with Walker before data collection:

- **On-street parking:** There are a variety of time restrictions for on-street parking segments throughout the study area, but generally these cover 7:00 a.m. to 5:00 p.m.
- **M&T Bank lot (Montgomery Avenue):** Recently acquired by the Town and anticipated to represent a meaningful addition to the publicly accessible off-street supply.
- **MARC Train Station lot:** Reserved from Fridays 8:00 p.m. to Saturdays 1:00 p.m. for the weekly Farmers Market. Publicly available after this. Perceived to be underutilized relative to its potential, in part due to limited wayfinding and public awareness, as well as the fact that the spaces are within the larger MARC station lot, not controlled by the Town.
- **Kensington Crossing lot:** A private commercial lot at 10619 Connecticut Avenue for the new Kensington Crossing mixed retail that is experiencing spillover associated with recent restaurant expansion.
- **Town Hall:** Referenced by stakeholders as a known but underutilized public parking destination.
- **Churches and institutional sites:** Including St. Paul's and Warner Memorial Presbyterian; identified as potential shared parking candidates, subject to liability and scheduling considerations.

Figure 1: Study Area



2.2. Points of Interest

Figure 2: Points of Interest

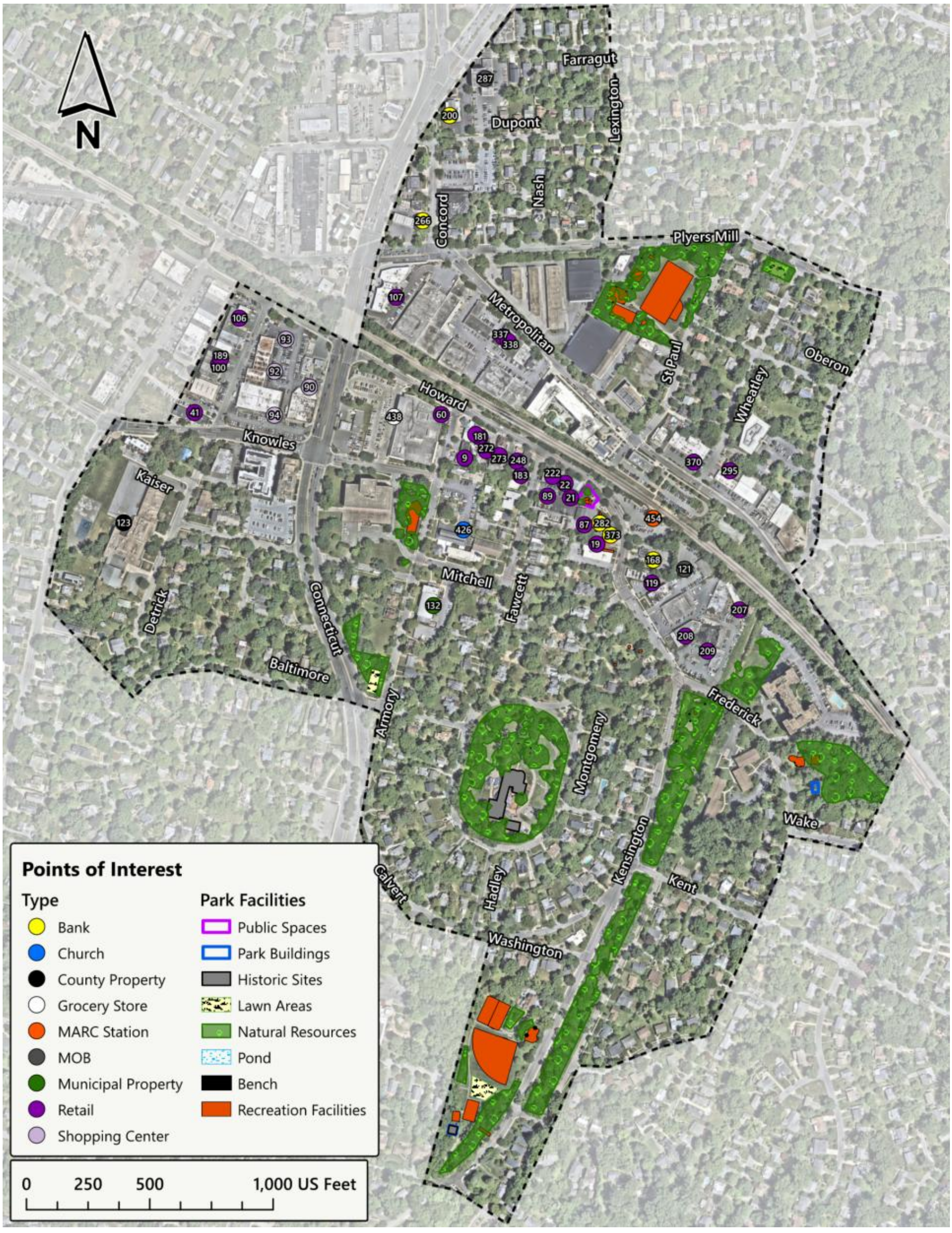


Figure 2 illustrates the distribution of key land uses and points of interest within the study area. A full list of the business owners for these properties is available to view in Appendix 7.3. The commercial core is concentrated along Connecticut Avenue and the Howard Avenue/Mitchell Street corridor, where a dense cluster of retail destinations, restaurants, and service businesses generates the majority of short-term parking demand. Two shopping centers – Johnson's Shopping Center on the northwest corner of Connecticut Avenue and Kensington Crossing to the north beyond the train tracks – represent the study area's largest concentrations of retail and restaurant uses, each drawing customers from both within and beyond the town.

The MARC commuter rail station, located along the rail corridor at Metropolitan Avenue, serves as a significant multimodal generator, drawing weekday commuters whose vehicles occupy on-street and off-street spaces throughout the day. Several medical office buildings (MOB) are distributed across the study area, contributing to a relatively steady weekday midday demand from patients and staff. Banks are located along Connecticut Avenue and in the northern portion of the study area, adding to the mix of short-term trip generators in the commercial corridors.

St. Paul's United Methodist Church and Brookewood School are located on Mitchell Street and represent an important consideration for shared parking potential, given their typically lower demand during weekday evening hours. The Town's park facilities, including recreation areas, natural resource corridors, and open lawn areas concentrated along Kensington Parkway and St Paul Street, serve as weekday evening and weekend activity destinations that can amplify Saturday parking pressure in the surrounding residential streets. Together, these land uses establish the demand context within which the study area's parking supply and regulatory framework operate, and they inform the interpretation of occupancy patterns examined in the sections that follow.

2.3. Parking Supply and Spaces

On the next page, Figure 3 summarizes the full extent of the parking system within the Town of Kensington, which includes 953 on-street spaces, 1,728 private off-street spaces, and 214 publicly available off-street spaces across six public lots.

Of the six public parking lots, Lot 7, the former M&T Bank lot at 10415 Montgomery Avenue, was acquired by the Town in January 2026 to expand public parking options serving the Business District. The lot is planned to function as a public parking facility, with design work underway, anticipated delivery in late 2026, and EV-readiness incorporated into the planned improvements. Lot 8, which is Town-owned property controlled through a right-of-way agreement with MTA, is located within the Kensington MARC Station parking lot (9). This lot is primarily owned by CSX and operated under a lease held by the Maryland Transit Administration (MTA). This arrangement also exists at the Gateway Parking Lot (10) to the north of the tracks. Lot 19 is owned by the Town and is located on the north side of the tracks on Kensington Parkway.

Table 1 presents Kensington's total parking supply of 2,895 spaces categorized by facility type and space classification. The inventory reveals a parking system heavily reliant on private off-street facilities, which account for approximately 59% of the total supply.

Table 1: Parking Supply Counts (Inventory)

Parking Facility Type	Parking Space Types						
	Regular	ADA	ADA Van	Loading Zone	Business Reserved	EV	Total
On-Street	944	5	1	3	0	0	953
Off-Street Private	1,623	46	15	10	34	0	1,728
Off-Street Public	178	4	6	4	14	8	214
Subtotal	2,745	55	22	17	48	8	**2,895**

Figure 3: Parking Supply Inventory



Table 2: Distribution of Parking Space Types

Parking Facility Type	Regular	Accessible (non-Van)	Van-Accessible	Loading Zone	Business Reserved	EV
On-Street	34%	9%	5%	18%	0%	0%
Off-Street Private	59%	84%	68%	59%	71%	0%
Off-Street Public	6%	7%	27%	24%	29%	100%

Table 2 shows how each parking space type is distributed among on-street, private off-street, and public off-street facilities (percentages add to approximately 100% down each column, rather than across each row). The distribution highlights several planning considerations for the Town:

- The parking system is supported by a mix of public and private spaces, with public spaces comprising 40% of the supply and private spaces comprising 60%.
- This is mirrored by regular spaces that are primarily located in private off-street facilities.
- ADA-accessible (non-van) spaces are concentrated off-street. Of the 77 inventoried accessible spaces, including van-accessible spaces, six are on-street, 61 are in private off-street facilities, and ten are in publicly accessible off-street facilities.
- EV charging spaces are currently limited to public off-street lots; the Town is planning to install additional units in the former M&T Bank lot at 10415 Montgomery Avenue as part of the planned public-parking improvements.
- Loading zones are distributed across the system, with 18% on-street, 59% in private off-street facilities, and 24% in public off-street lots.

Together, these distribution patterns suggest there may be an opportunity for future parking strategies to consider improving on-street ADA access and broadening EV charging availability.

2.4. On-Street Parking Time Restrictions

Figure 4 illustrates the range of time restrictions applied to Kensington's on-street parking supply across all inventoried block-faces. Unrestricted spaces (indicated by black) are the most common category, with 32 segments, and are generally located outside the core commercial area on residential streets such as Washington Street, Calvert Place, and Wake Drive. The north side of the study area, including streets such as Dupont Avenue, Lexington Street, and Nash Street, is similarly characterized by unrestricted or residential parking permit (RPP) parking, reflecting the predominantly residential character of that portion of the town.

Within and around the commercial core, most on-street spaces are regulated with one, two, or four-hour time restrictions. Two-hour spaces (indicated by green) are concentrated near Antique Row, Johnson’s Shopping Center, Mitchell, Armory, Carroll Pl, and St Paul, likely to support turnover for short-term customer parking. Four-hour limits (found along 11 segments and highlighted in blue) appear along transitional corridors that serve a mix of commercial and longer-stay users, such as Kensington Parkway, while the single one-hour segment may have been originally designated due to the adjacent land use of the former M&T Bank lot at 10415 Montgomery Avenue (i.e., requiring shorter stays for bank customers). Longer-stay limits on Fawcett Street reflect their dual role serving both residential and commercial uses.

Several residential streets, including Baltimore Street and Montgomery Avenue, carry RPP/Public designations that restrict parking to permit holders during weekday business hours while opening spaces to the public during evenings (typically after 5:30 p.m.) and weekends.

Figure 4: On-Street Parking Time Restrictions



A smaller number of segments, primarily Armory Avenue south of Mitchell Street, and Hadley are designated RPP-only (yellow highlight), providing exclusive protection for nearby residents with no public access during restricted hours. Together, these patterns reflect a tiered regulatory approach that concentrates turnover-oriented controls in the commercial core and transitions to residential protections along the surrounding neighborhood streets.

Notably, several unrestricted segments, like Kent Street, are in close proximity to high-demand commercial destinations. Whether the absence of time restrictions on these block-faces contributes to long-term accumulation and reduced turnover is explored in the occupancy analysis that follows.

Table 3 summarizes the on-street parking supply by time restriction category. Of the 953 total on-street spaces inventoried, the largest share, 370 spaces (approximately 39%), carry no time restrictions and are available for public use without limitation. RPP/Public spaces represent the second largest category at 328 spaces, reflecting the significant extent of permit-protected residential parking across the study area.

RPP-only spaces account for an additional 42 spaces where public access is not permitted during restricted hours. Together, RPP-designated spaces of both types represent approximately 39% of the total supply, underscoring the degree to which residential parking protection shapes curbside availability throughout the town.

Table 3: On-Street Parking Spaces' Time Restrictions

Time Restriction	Space Count	Percentage Share
RPP Only Spaces	42	4.4%
RPP/Public Spaces	328	34.4%
4 hr Spaces	82	8.6%
2 hr Spaces	128	13.4%
1 hr Spaces	3	0.3%
Public (No Restrictions)	370	38.8%
Total Spaces	**953**	**100%**

Among the 213 time-limited spaces, two-hour spaces make up the largest share, with 128 spaces, followed by 82 four-hour spaces and three one-hour spaces near the former M&T Bank lot at 10415 Montgomery Avenue. Table 4 provides the block-level enforcement schedule for each time-limited category. All time-limited spaces are enforced Monday through Friday. Most two-hour spaces are enforced from 7:30 a.m. to 5:30 p.m., while four-hour spaces are enforced from 7:00 a.m. to 5:00 p.m. More broadly, most time-limit enforcement ends no later than 5:30 p.m. on weekdays, meaning evening demand from destinations such as Baby Cat Brewery is generally not managed through posted time restrictions.

The Town employs one Code Enforcement Officer, who spends approximately 80% of their time addressing code-enforcement matters (including public nuisances, permit administration, violations, public right-of-way oversight, and related documentation) and the remaining 20% on parking enforcement. The enforcement officer's regular hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Usually, the officer returns to the office around 4:00 p.m. for entries, reporting, and administrative work. As a result, enforcement does not cover evening periods, and outside RPP-only restrictions, time limits, and active enforcement are generally absent on weekends.

This gap between enforcement coverage and peak demand is an important context for interpreting the occupancy data in the following section and may represent an opportunity for improvement in the parking management plan.

Table 4: Posted Time-Limit Operating Hours

Space Type	Weekly Enforcement	Enforcement Hours	Count
2 hours	M-F	7:30 a.m. to 5:30 p.m.	111
2 hours	M-F	9:00 a.m. to 5:00 p.m.	17
		2 hr Subtotal	**128**
4 hours	M-F	7:00 a.m. to 5:00 p.m.	82
		4 hr Subtotal	**82**
1 hour	M-F	9:00 a.m. to 5:00 p.m.	3
		Total Time-Limited	**213**

2.5. Off-Street Parking Time Restrictions

While private off-street parking facilities are generally restricted to customers, employees, residents, or other authorized users, the study area also includes six publicly accessible parking lots providing a total of 214 spaces. Table 5 summarizes the time restrictions and enforcement schedules for these facilities. Some are owned and managed directly by the Town, while others are subject to MTA/CSX ownership, lease arrangements, or operating agreements that may limit the Town's direct control. Accordingly, the public off-street system includes both Town-controlled assets and other publicly accessible facilities, and management changes may require coordination with outside agencies or modifications to existing agreements.

Table 5: Off-Street Public Parking Lot Time Restrictions and Enforcement Schedule

Public Parking Lot	Owner	Time Restriction	Daily Enforcement Window
7	ToK	Unrestricted	Unrestricted
8	ToK	4 hours	15 spaces: 7 am to 5 pm / M-F 5 spaces (reserved): 9 am to 5 pm / M-F
9	MTA	Unrestricted	Unrestricted
10	MTA	9 spaces are 2 hours 17 spaces are 4 hours 23 spaces are unrestricted, incl. 2 van-accessible and 1 non-van accessible spaces	2 hours: 7.30 am to 5.30 pm / M-F 4 hours: 7 am to 5 pm / M-F
19	ToK	Unrestricted *No parking from 8 pm to 6 am*	7 am to 5 pm / M-F
44	ToK	8 Town reserved spaces are 4 hours 58 spaces are Unrestricted	8 spaces are 7 am to 5 pm / M-F

Lots 7 and 9 provide unrestricted public parking, with 35 and 32 spaces, respectively. Lot 7 is Town-owned and functions as a fully unrestricted public lot. Lot 9, while also unrestricted by posted time limits, is under MTA jurisdiction and influenced by commuter parking and the farmers market reservation schedule. Together, these lots provide flexible public access but do not actively manage duration or turnover. Lot 19 is also unrestricted during the day, though overnight parking is prohibited from 8:00 p.m. to 6:00 a.m.; however, no enforcement mechanism is currently in place.

The remaining lots use more varied restrictions. Lot 8 applies a four-hour limit to 15 spaces, with five additional reserved spaces enforced on weekdays. Lot 10 includes a mix of two-hour, four-hour, and unrestricted spaces within the same MTA-controlled facility. Lot 44 reserves eight Town-designated four-hour spaces during weekday daytime hours, while its remaining 58 spaces are unrestricted and available to the public.

Overall, Table 5 shows that public off-street parking is governed by a mix of unrestricted access, weekday time limits, reserved spaces, and ownership arrangements. Because restrictions vary by lot and generally end by 5:30 p.m., the system may be difficult for users to understand and provides limited management during evening demand periods.

The occupancy analysis that follows examines how well each lot is performing against its intended function.

03

Data Collection: Parking Demand

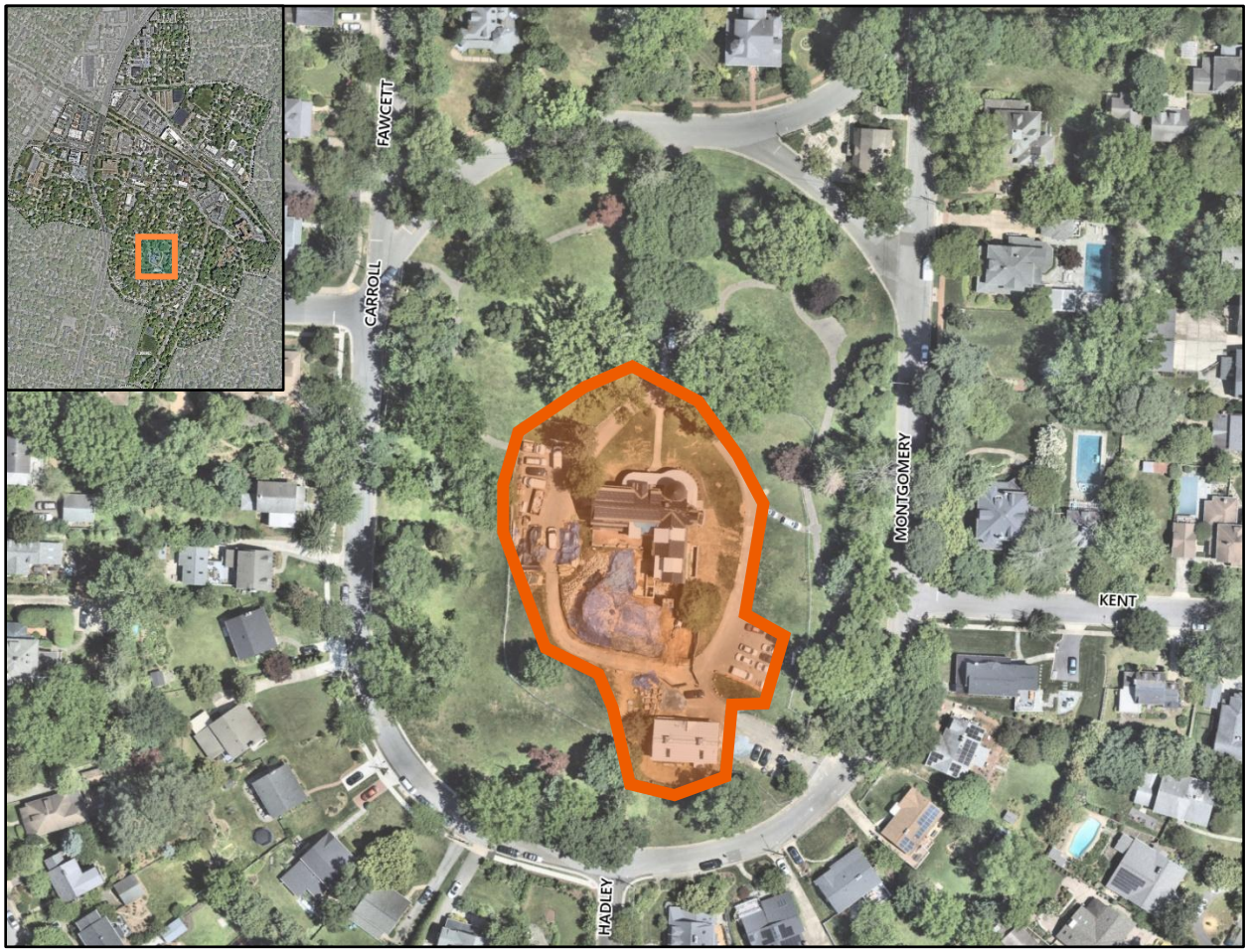
2.6. Future Developments

Four near-term development or redevelopment projects were identified within the study area. Each of these projects is summarized by location, sponsor, land use, expected timing, and their respective anticipated impact on the parking supply. These projects are relevant to this study because they will influence the parking demand, parking supply, or both, within the commercial core and its immediate surroundings over the next one to three years.

2.6.1. Warner Mansion Condominiums (10231 Montgomery Avenue)

The Warner Mansion and adjacent Carriage House, both located within the 4.5-acre Warner Circle Park in the heart of the Kensington Historic District, are being converted from the historic Warner estate into boutique residential condominiums. The project is being developed by Washington Landmark Construction (WLC) under the entity Warner Circle Mansion Condominiums, LLC, following a Purchase and Sale Agreement executed with Montgomery County and the Maryland-National Capital Park and Planning Commission (M-NCPPC).

Figure 5: Warner Mansion Condominium Development Location



The project will deliver 14 total units (12 within the Mansion at 10212 Montgomery Avenue and 2 within the Carriage House at 10206 Montgomery Avenue) with an anticipated delivery in Spring 2027. The confirmed unit mix is as follows:

Table 6: Warner Mansion Unit Composition

Unit Type	Count
1 Bedroom + Den	2
2 Bedroom	11
3 Bedroom	1
Total	14

Parking is likely to be provided as assigned with deeded spaces along a private lot rather than a shared unassigned lot. Under Montgomery County's Chapter 59 Zoning Ordinance (§6.2.4), multi-unit residential parking minimums are calculated by bedroom count:

- 1.25 spaces per one-bedroom unit
- 1.50 spaces per two-bedroom unit, and
- 2.00 spaces per unit with three or more bedrooms.

Applying this standard to the confirmed unit mix yields the following:

Unit Type	Count	Parking Minimums (spaces/unit)	Subtotal
1 bed/1 bath + Den	2	1.25	2.50
2 bed/2 bath	11	1.50	16.50
3 bed/3 bath	1	2.00	2.00
Totals	14	--	21 spaces

A "1 bedroom + den" unit is typically calculated at the 1-bedroom rate unless the den includes a closet and egress window sufficient to function as a legal bedroom, in which case some jurisdictions apply the 2-bedroom rate instead. This should be confirmed with Montgomery County's Department of Permitting Services, as it affects the calculated minimum by approximately three (3) spaces.

Based on one confirmed unit-level data point (a one-bedroom unit deeded one assigned space), if that same one-space-per-unit ratio holds across all 14 units, the building would provide approximately 14 total spaces, which equates to a shortfall of seven (7) spaces from the calculated 21-space County minimum. This discrepancy suggests the project may have received a parking reduction, special exception, or variance as part of its Purchase and Sale Agreement or site plan approval with Montgomery Parks, given the site's constrained footprint within the historic Warner Circle Special Park. The Town should confirm the actual approved on-site parking count and any associated zoning relief directly with Montgomery Parks, the Montgomery County Department of Permitting Services, or the developer before this figure is treated as final.

If confirmed, this potential parking shortfall could manifest through a combination of resident and visitor parking demand on surrounding public streets. While assigned on-site spaces are expected to accommodate at least one vehicle per household, the predominance of two- and three-bedroom units suggests that some households may own multiple vehicles. As a result, overflow demand may periodically occur on nearby public parking resources, including the Town Hall lot (Lot 44) and on-street parking along Carroll Place and Montgomery Avenue. The

magnitude of that impact is difficult to quantify without confirmed parking allocations, resident vehicle ownership characteristics, and final project approvals. However, because the project contains only 14 dwelling units, any overflow demand would likely be localized rather than systemwide in nature.

2.6.2. New Public Parking Lot (10415 Montgomery Avenue)

The Town is redeveloping "Lot 7", the former M&T Bank drive-through property at 10415 Montgomery Avenue, into a dedicated public parking facility serving the Business District. According to the FY27 Operating Budget and Capital Improvement Plan, the acquisition of the property occurred in January 2026.

Figure 6: New Public Parking Lot Location



The parcel measures approximately 18,420 square feet. The Town estimates about 36 parking spaces once fully designed and constructed. The lot is currently in the design phase, with construction anticipated to conclude in late 2026, and the Town has indicated that EV-charging readiness will be incorporated into the improvements. This facility is a particularly significant addition to the Phase 2 recommendations in this report, as it is the primary

off-street public asset identified to absorb long-stay, employee, and visitor parking from the Kensington Parkway and Kent Street corridors, and it directly supports the wayfinding and shared-parking strategies discussed in the Parking Development Plan (Section 5).

2.6.3. MCPS Facility Renovation (10400 Detrick Avenue)

Montgomery County Public Schools (MCPS) is renovating the existing facility at 10400 Detrick Avenue for use as a pre-kindergarten education center, incorporating a recreational component intended to serve the broader community. The site is located adjacent to Lots 48 and 49, near Kaiser Street and Detrick Avenue. No additional public-facing project documentation, timeline, or site plan was identified for this project during this review; the information reflected here is based on the scope described in the town-provided RFI materials and confirmed by the town during recent coordination.

Figure 7: MCPS Facility Location



Because this project remains in an earlier stage of definition than the other two, several details relevant to a parking impact assessment are not yet available, including the anticipated enrollment capacity, staff and visitor parking needs generated by the Pre-K program, the scope and hours of operation for the recreational component, and whether Lots 48 and 49 will be reconfigured, expanded, or restricted as part of the renovation. Walker recommends the Town facilitate direct coordination with MCPS to obtain a site plan, projected enrollment, and parking demand estimate before this project is incorporated into a quantified future parking demand analysis.

2.6.4. 10410 Kensington Parkway Residential Development

If approved[2], this townhome redevelopment at 10410 Kensington Parkway will materially change the land use and parking demand on the north side of the train tracks. The approximately 1.5-acre site currently contains 40,000 square feet of commercial space and a supporting surface parking lot (Lot 20 in parking supply inventory), functioning today as a conventional office/commercial parcel. The property lies within the town boundary, immediately adjacent to the Kensington MARC Station, and situated between Wheatly Street and Kensington Parkway.

Figure 8: 10410 Kensington Parkway Parcel



The parcel is currently zoned CRN (Commercial/Residential Neighborhood), a mixed-use zone that allows both residential and limited commercial uses; in principle, this zoning can accommodate the townhome residential uses proposed, subject to CRN1 density and height limits. The concept plan, which replaces the existing commercial building and surface lot with 19 rear-loaded townhomes served by two internal alleys – one lane from Wheatley Street, and the other from Kensington Parkway – with on-site garages, and driveway parking for each unit.

[2] Pending a Montgomery County Planning Department review, as of September 2026.

The current schedule anticipates entitlement approvals in 2026, subdivision plat and construction permitting extending into 2027, and a potential construction beginning thereafter. This means that redevelopment is likely to come online within this study's medium-term planning window.

From a parking-management perspective, this development represents a modest redistribution of demand and a shift from largely daytime office-oriented parkers to predominantly residential parking. While the existing Lot 20 supply is not part of the Town's public parking portfolio, its conversion will reduce the amount of private, non-residential parking in the immediate area. It could incrementally increase evening and overnight residential parking demand on nearby streets – particularly the adjacent section of Kensington Parkway (currently unrestricted) – if on-site garages and driveways are underutilized or do not fully accommodate resident vehicles. Section 5 comments on this further, but at a high-level, Walker recommends that the Town monitor curbside conditions on the adjacent north-side streets as the project advances, and coordinate with Montgomery County during development review to ensure that site design, on-site parking, and pedestrian connections support the Town's broader parking and mobility objectives.

2.6.5. Implications for Future Parking Demand

Collectively, the projects identified are expected to affect the parking system in different ways and with different levels of certainty. The Warner Mansion project may introduce a modest amount of new residential, guest, and visitor parking demand near the commercial core; the former M&T Bank site is expected to add a meaningful public off-street parking resource; the ultimate parking implications of the MCPS facility cannot be fully assessed until its program, access, and parking details are confirmed; and the proposed townhome development may impact adjacent on-street parking demand on Kensington Parkway and Wheatley Street – depending on the number of parking permits needed to be issued to these future households.

Based on information available at the time of this study, the anticipated developments do not change the central Phase 1 finding that Kensington's parking challenges are primarily localized by corridor, user type, and time period. They do, however, reinforce the importance of managing the existing system in a manner that responds to changing demand, directs users toward available public capacity, and protects nearby residential streets.

The existing parking supply, regulatory conditions, ownership arrangements, and planned developments documented in this section provide the physical context for the parking-demand analysis presented in Section 3.

03

Parking Demand

3. Parking Demand

With the parking supply inventoried and the regulatory framework documented, the analysis turns to how that supply is actually used. This section presents the findings from Walker's field data collection program, including parking occupancy counts, parking turnover, and license plate inventory observations gathered across multiple days and time periods. Together, these data provide a quantitative picture of where and when parking demand is highest, how long vehicles stay, and the degree to which existing time restrictions are being observed.

Occupancy counts were conducted on two days (Wednesday, May 13th, 2026 and Saturday, May 16th, 2026) to capture a representative weekday and peak weekend condition. Turnover and license plate inventory data were collected on Wednesday, June 3rd and Saturday, June 6th, 2026, providing insight into average length of stay and time restriction compliance along select high-priority corridors. The combination of these data collection efforts allows for a more complete understanding of parking behavior than occupancy alone can provide, distinguishing, for example, between a block-face that appears available because demand is genuinely low versus one that appears available because turnover is functioning well under time restrictions.

The findings are organized by data type and observation day, beginning with an overview of occupancy patterns across the study area, followed by day-specific occupancy maps and analysis, and concluding with the turnover findings. Where patterns across days are consistent, that consistency is noted; where weekday and weekend conditions diverge meaningfully, those differences are highlighted, as they carry distinct implications for how the parking system could be managed.

3.1. Parking Occupancy

Parking occupancy data provides the quantitative foundation for understanding where and when demand is highest across the study area. Walker conducted four observation periods across a weekday and weekend day to capture the range of conditions that shape the parking experience for residents, visitors, and employees throughout a typical week.

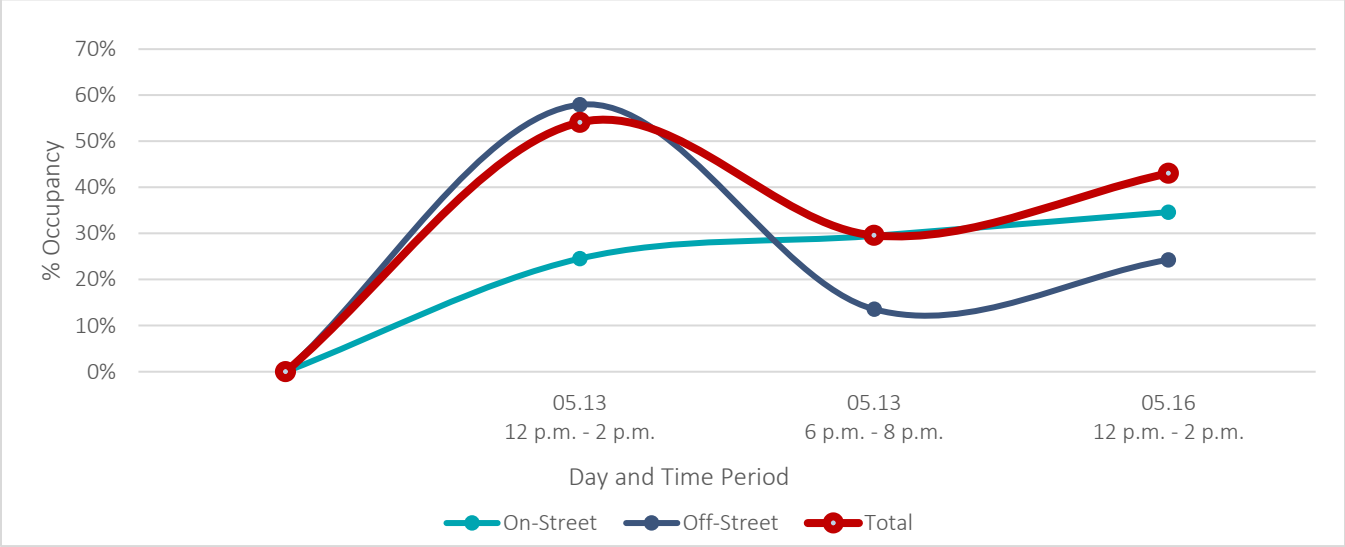
Table 7 summarizes total parking occupancy across all four periods. At the system-wide level, overall occupancy ranged from 28% on Wednesday evening to 45% on Wednesday afternoon across the total 2,895-space supply. These aggregate figures, however, can be misleading: they reflect the combined effect of well-utilized commercial corridors and largely empty residential and institutional segments. A system-wide average of 45% does not mean parking is broadly available; instead, it means that scarcity and availability coexist within the same study area and often within the same block. Interpreting these numbers at the corridor and facility level, as the sections below do, reveals a more nuanced and actionable picture.

Table 7: All Parking Occupancy Counts and Percentages

Type	Inventory	Wed Aft.	Occ. %	Wed. Eve.	Occ. %	Sat. Aft.	Occ. %	Sat. Eve	Occ. %
On-Street	953	234	**25%**	281	**29%**	330	**35%**	299	**31%**
Off-Street (Public)	214	124	**58%**	29	**14%**	52	**24%**	45	**21%**
Off-Street (Private)	1,728	935	**54%**	511	**30%**	744	**43%**	503	**29%**
Total	2,895	1,293	**45%**	821	**28%**	1,126	**39%**	847	**29%**

This chart presents the system-wide occupancy summary across all four observation periods; the sections that follow examine the corridor- and facility-level patterns that give those aggregate figures their meaning.

Figure 9: Average Parking Occupancy Trends



3.1.1. Parking Occupancy – Wednesday May 13th, 2026

Walker was informed by the stakeholder task force groups that a Wednesday would likely represent the busiest typical weekday activity. Therefore, Wednesday, May 13th, was selected as the weekday observation date.

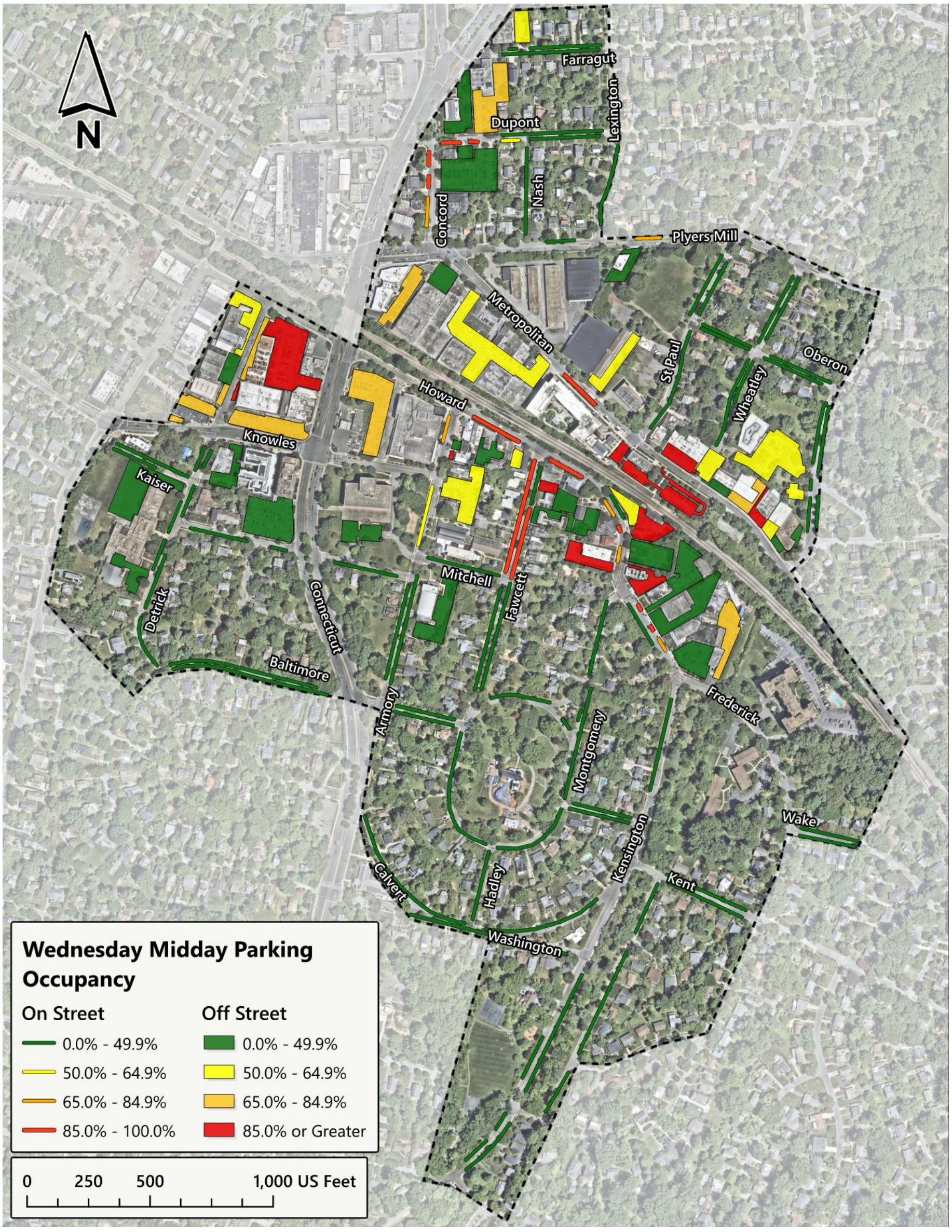
Wednesday Afternoon Parking Occupancy

Two snapshots were taken, one in the afternoon and one in the evening, to document how demand shifts as enforcement hours end and evening activity begins. Together, these two periods reveal one of the more consistent patterns in the data: the commercial core tightens into the evening hours even as the broader system relaxes.

Wednesday afternoon occupancy reflects concentrated demand within the commercial core against a backdrop of largely available parking across the residential edges of the study area. On-street, 4-hour spaces recorded the highest average occupancy at 65%, with several individual segments on Howard Avenue, Kensington Parkway, and Fawcett Street reaching or approaching 100%. The 1-hour space on Howard Street was observed at 67% occupancy. Two-hour spaces averaged 28%, and unrestricted and RPP-designated segments generally remained below 25%, consistent with their residential character and limited daytime commercial exposure.

Off-street, private lots reached 54% overall, with several facilities near or at capacity. The MTA commuter lot was observed at 94% occupancy, the Kensington Shopping Center lots at 82% and 91% respectively, and the Compass Art Center and Dental building lot at 106%, indicating vehicles occupying spaces in excess of designated capacity. The two lots near Baby Cat Brewery remained below 70% occupancy. The Town's public off-street lots averaged 58%, suggesting available capacity that may not be visible or well-communicated to drivers circulating in search of parking during peak commercial hours. Additionally, while the M&T lot is included in the public supply, its status as public parking is not yet well-established.

Figure 10: Wednesday May 13th – Afternoon All Parking Occupancy



Wednesday Evening Parking Occupancy

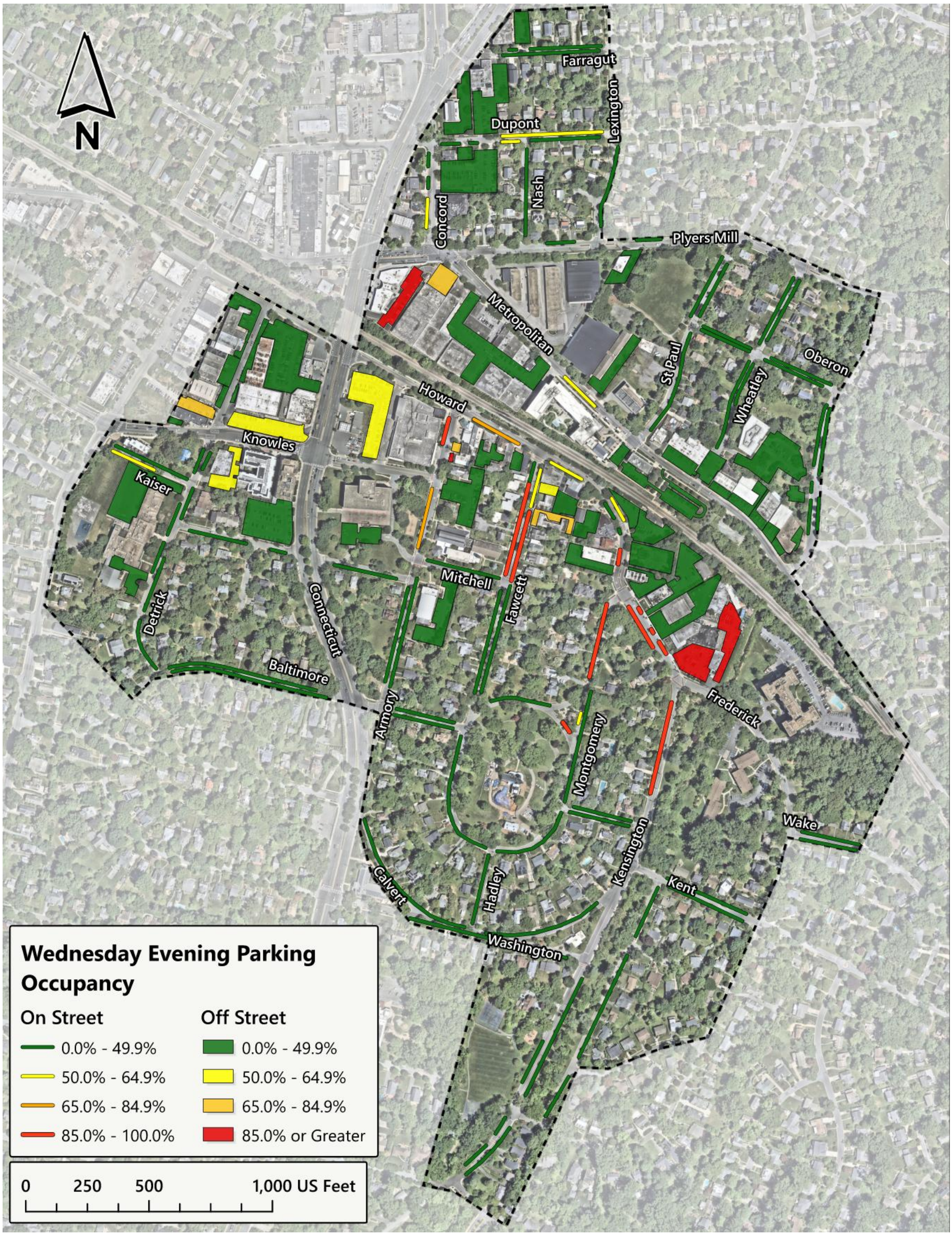
The Wednesday evening observation captures a meaningful shift in the character of parking demand, one that is particularly relevant to the enforcement and management questions at the center of this study. As daytime users depart and businesses close, private off-street occupancy drops sharply from 54% to 30%, and public lots fall from 58% to 14%; this is driven primarily by commuter traffic as the day's business hours come to an end. These facilities see most of their activity during the day and are largely empty by evening.

On-street conditions tell a different story. Overall, on-street occupancy increased modestly from 25% in the afternoon to 29% in the evening, the highest on-street period observed that day. Within that overall increase, 4-hour spaces rose from 65% to 84% occupancy, with segments on Kensington Parkway between Frederick and Kent Streets and Montgomery Avenue reaching 100% occupancy, representing 14 and 15 spaces, respectively. Segments on Armory Avenue near Howard Avenue and Reindhart Park also increased from roughly 50% to 60% in the afternoon to between 70% and 100% in the evening, likely influenced by activity at Frankly's Pizza. The 1-hour spaces on Howard Avenue also reached full occupancy. Importantly, these evening conditions occur entirely outside the enforcement window for all time-restricted spaces, meaning vehicles parked on these block-faces are not subject to time-limit enforcement under the current program.

Off-street occupancy declined substantially in the evening as private daytime users, mainly office workers, medical office patients, and commuters, departed the town. A clear example of that is the MTA commuter lots and Northside carpark, which saw occupancy drop below 30%. Private lot occupancy dropped from 54% to 30%, and public lots fell from 58% to 14%. Two notable exceptions include the Kensington Crossing lot and the Johnson's Shopping Center lots (10307 Kensington Parkway front and rear), which all recorded between 89% to 95% in the evening, consistent with restaurant patrons (e.g., Marathon Deli and Buffalo Wild Wings) and evening activity at the popular Baby Cat Brewery. This inversion trend, where certain commercial lots fill as others empty, highlights the key evening demand generators in the town, as well as the potential for better coordination between evening demand and underutilized supply elsewhere.

Section 5 provides a more detailed analysis of these higher-demand on-street and off-street parking locations.

Figure 11: Wednesday May 13th – Evening All Parking Occupancy



Wednesday Parking Occupancy Trends

Table 7 presents Wednesday on-street occupancy by space type across both time periods, and Table 8 presents the corresponding off-street breakdown. Read together, the tables show that evening demand becomes concentrated near key generators such as Kensington Crossing, Frankly Pizza, and Johnson's Shopping Center, even as parking remains available elsewhere in the system. This pattern is particularly important because it occurs after active parking enforcement has ended, meaning the areas experiencing the greatest evening pressure are not being managed through time-limit enforcement.

The 19-percentage-point increase in 4-hour space occupancy from afternoon to evening, paired with the sharp decline in public and private off-street use, indicates that evening demand is concentrated in the most convenient and familiar curbside locations rather than spreading across available parking supply. This pattern is explored further in the turnover analysis. In practical terms, the data reflects a common urban parking behavior: drivers often prefer to park in spaces within direct sight of their destination, creating a management challenge for municipalities with limited curb space and competing demands.

Table 8: Wednesday On-Street Occupancy by Time Period and Parking Space Type (Time Restriction)

Space Type	Inventory	Wed Afternoon	% Occupied	Wed Evening	% Occupied
4 hours	82	53	65%	69	84%
2 hours	128	36	28%	44	34%
1 hour	3	2	67%	3	100%
RPP only	42	10	24%	12	29%
RPP/Public	328	54	16%	77	23%
Unrestricted	370	79	21%	76	21%
Total	**953**	**234**	**25%**	**281**	**29%**

Table 9: Wednesday Off-Street Occupancy by Time Period and Parking Space Type

Space Type	Inventory	Wed Afternoon	% Occupied	Wed Evening	% Occupied
Private	1,728	935	54%	511	30%
Public	214	124	58%	29	14%
Total	**1,942**	**1,059**	**55%**	**540**	**28%**

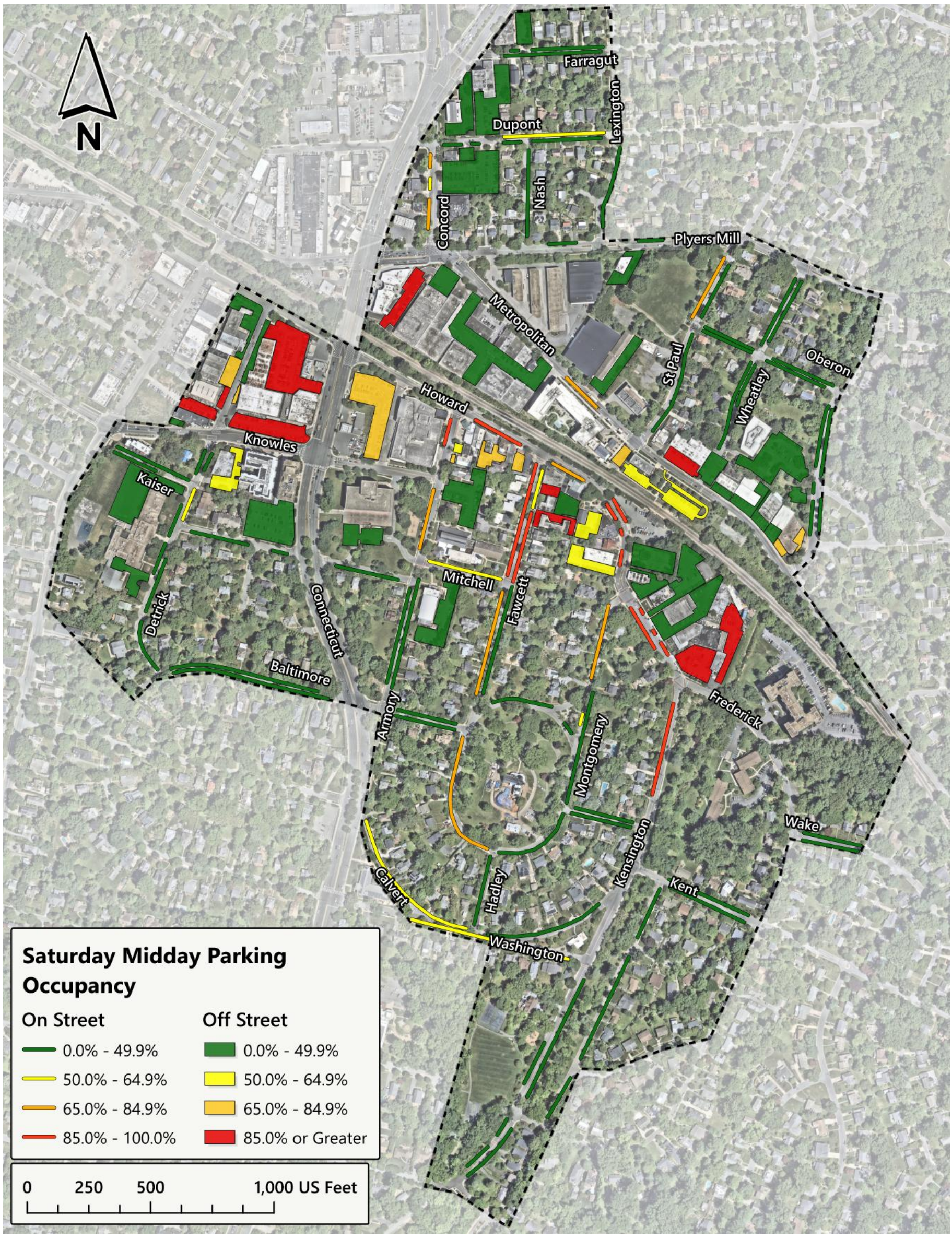
3.1.2. Parking Occupancy – Saturday May 16th, 2026

Saturday, May 16th was selected as the weekend observation date and represents the peak observed condition for on-street parking across the data collection program. Saturday afternoon also produced broad, highly visible parking pressure near commercial, recreational, and event destinations (by comparison, Wednesday afternoon produced the highest system-wide occupancy and the highest aggregate occupancy within publicly accessible off-street lots). Saturdays in Kensington concentrate demand from multiple sources simultaneously, including the weekly farmers market, weekend retail and restaurant patronage, and recreational use of the Town's parks and open spaces; all creating a more compressed and competitive parking environment than any single weekday period. The data reflects this clearly.

Saturday Afternoon Parking Occupancy

Saturday afternoon produced the highest on-street occupancy observed in the study and one of the broadest concentrations of individual parking hotspots (although Wednesday afternoon produced the highest system-wide and public off-street occupancy). On-street, 4-hour spaces reached 84%, 2-hour spaces reached 52%, and 1-hour spaces were fully occupied – a marked increase compared to the corresponding Wednesday afternoon figures. Several individual on-street segments were at or above 85% occupancy, including Kensington Parkway, at 100%, and the northmost segment of Armory Street. Off-street, the Kensington Shopping Center lots reached 98% and 99% occupancy, and the Johnson's Shopping Center lots (10307 Kensington Parkway front and rear) were at 98% and 103%, respectively. A key factor during the Saturday afternoon observation was the operation of the farmers' market, which reserves the full MARC station lot, south of the train tracks. The lot recorded 0% occupancy during this afternoon count period.

Figure 12: Saturday May 16th – Afternoon All Parking Occupancy



Although the farmers market is an important community asset supported by the parking system, the reservation temporarily removes publicly accessible supply during a peak demand period and likely contributed to spillover onto nearby residential streets. For example, Fawcett Street south of Mitchell Street and Carroll Place reached 80% occupancy, with 16 vehicles observed, compared with just 15% occupancy during the comparable Wednesday count. At the same time, the Northside car park was approximately 50% occupied, which was relatively higher than the other non-commuting time periods observed, suggesting that farmers market attendees used that publicly available lot. The former M&T bank lot (7) was also underutilized, despite its proximity to the farmer's market, likely due to its recent transition to public parking.

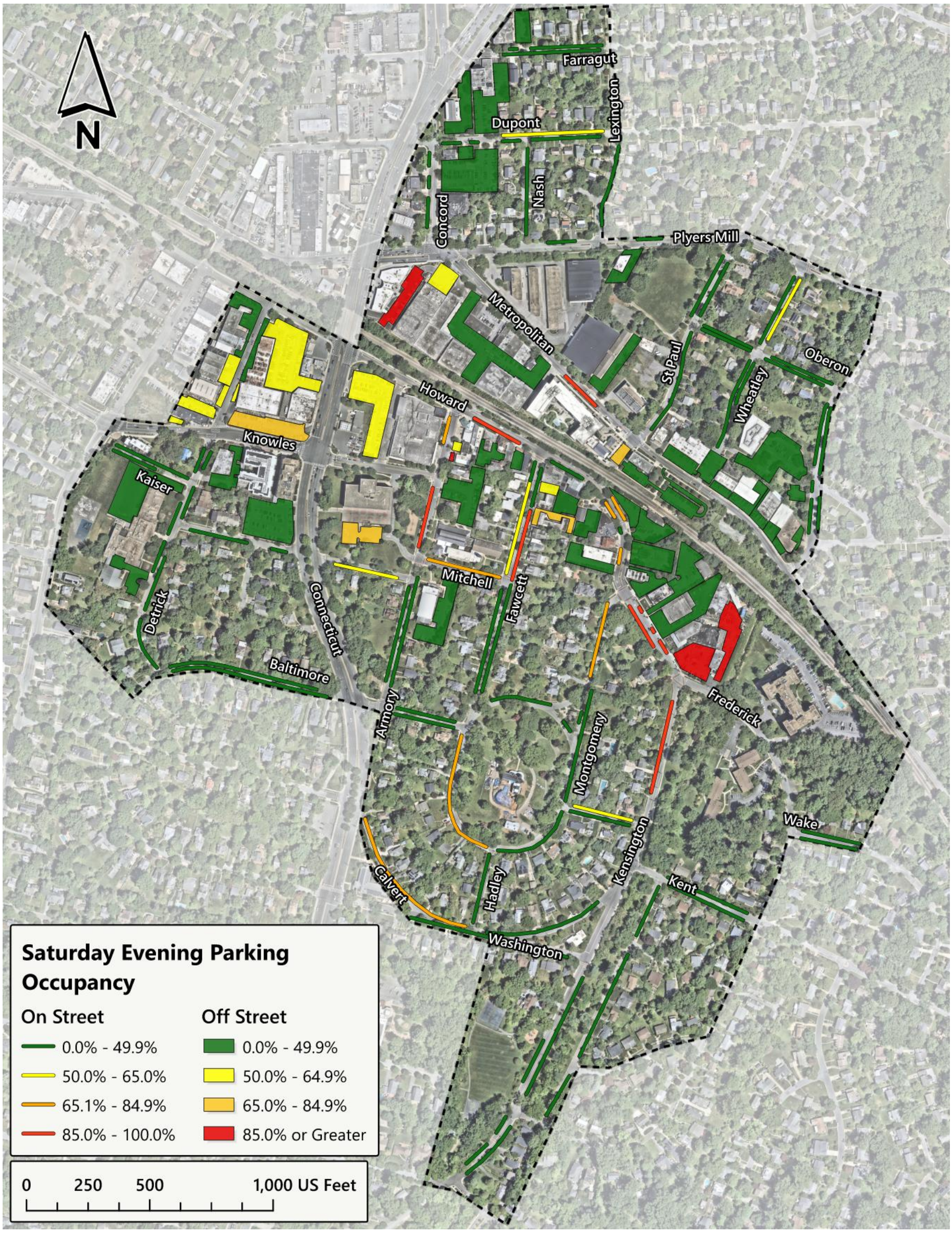
Saturday Evening Parking Occupancy

Saturday evening occupancy remained elevated and, in several locations, intensified relative to the afternoon. The Johnson's Shopping Center front lot held at 103% in the evening, and the Kensington Crossings lot held at 88%. Kent Street westbound showed a particularly notable shift, like Wednesday evening, rising from 8% in the afternoon to 62% in the evening – a pattern consistent with the anticipated buildup of evening demand from Baby Cat Brewery and adjacent demand generators. This jump from near-empty in the afternoon to over 60% in the evening on an unrestricted street illustrates the kind of concentrated, unmanaged evening accumulation that was identified as a primary quality-of-life concern. The issue may be exacerbated in this on-street segment due to the street width, as once vehicles are parked on both sides, travel essentially becomes a one-lane street.

As observed on Wednesday evening, Saturday evening activity increased along Armory Avenue, while Mitchell Street and the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (BCTGM) lot also recorded elevated occupancy. Mitchell Street reached 75%, a 63-percentage-point increase from Wednesday evening, and the BCTGM lot reached 79%, a 68-percentage-point increase. Walker cannot confirm the exact cause of the increased demand at these locations; it was likely related to an evening event held at BCTGM, considering the Town Office and church lots were only partially occupied, at less than 27% and 42%, respectively.

RPP/Public spaces increased slightly to 25% in the evening as the permit restrictions lifted and those segments became publicly accessible. This is a modest but meaningful contribution to evening supply that suggests the RPP program is functioning as intended in terms of transitioning availability, even if the overall evening supply in the commercial core remains constrained.

Figure 13: Saturday May 16th – Evening All Parking Occupancy



Saturday Parking Occupancy Trends

Tables 9 and 10 reveal that Saturday demand is more broadly distributed across space types than Wednesday demand, and that private off-street lots sustain higher evening occupancy on Saturday (29%) compared to a larger afternoon-to-evening drop on weekdays. The public lot evening occupancy of 21% on Saturday, while still low in absolute terms, is higher than the 14% recorded on Wednesday evening, reflecting some residual demand from evening retail and restaurant activity.

Overall, the Saturday occupancy data shows that parking pressure in Kensington does not peak at one uniform point. Wednesday afternoon produced the highest system-wide utilization and the highest aggregate public off-street occupancy, largely because of weekday commuter, office, and commercial activity. Saturday afternoon and evening produced the most visible pressure on on-street spaces and commercial destinations, particularly near the farmers market, shopping centers, restaurants, and recreational uses. These Saturday conditions elevated on-street demand and concentrated activity at specific commercial lots during periods without weekend or evening enforcement. This most directly affects the parking experience for visitors and residents and forms the central focus of any management response.

Table 10: Saturday On-Street Occupancy by Time Period and Parking Space Type (Time Restriction)

Space Type	Inventory	Sat Afternoon	% Occupied	Sat Evening	% Occupied
4 hours	82	69	84%	57	70%
2 hours	128	67	52%	57	45%
1 hour	3	3	100%	2	67%
RPP only	42	13	31%	13	31%
RPP/Public	328	64	20%	81	25%
Unrestricted	370	114	31%	89	24%
Total	**953**	**330**	**35%**	**299**	**31%**

Table 11: Saturday Off-Street Occupancy by Time Period and Parking Space Type

Space Type	Inventory	Sat Afternoon	% Occupied	Sat Evening	% Occupied
Private	1,728	744	43%	503	29%
Public	214	52	24%	45	21%
Total	**1,942**	**796**	**41%**	**548**	**28%**

3.1.3. Parking Occupancy Key Findings

- **Overall occupancy indicates a management and distribution issue more than a system-wide supply shortage.** Across the full 2,895-space study area, total occupancy ranged from 28% on Wednesday evening to 45% on Wednesday afternoon. These system-wide figures indicate that parking availability exists across the broader study area, but that demand is unevenly distributed and concentrated in specific corridors, lots, and time periods.
- **Wednesday afternoon produced the highest total system-wide occupancy, driven largely by private off-street demand.** Total occupancy reached 45% during the Wednesday afternoon observation, with public off-street facilities at 58% and private lots at 54%. Several private facilities near the commercial core were near or above practical capacity, including the MTA commuter lot, Kensington Shopping Center lots, and the Compass Art Center/Dental building lot, while public off-street lots averaged 58% occupancy.
- **Evening demand shifts away from off-street facilities and concentrates on convenient on-street spaces.** On Wednesday evening, overall off-street occupancy declined from 55% to 28%, and public lot occupancy fell from 58% to 14%. At the same time, on-street occupancy increased from 25% to 29%, with 4-hour on-street spaces rising from 65% to 84%. This suggests that evening users are not being directed toward available off-street capacity and are instead concentrating on the most convenient or familiar curbside locations.
- **Saturday represents the most visible on-street and commercial destination parking pressure condition.** Although Wednesday afternoon had the highest total system-wide occupancy, Saturday afternoon produced the highest observed on-street occupancy, with on-street spaces reaching 35% overall, 4-hour spaces reaching 84%, 2-hour spaces reaching 52%, and 1-hour spaces reaching 100%. These conditions are more likely to shape the public perception of parking scarcity because they occur near active commercial, restaurant, park, and event destinations.
- **Weekend demand is influenced by overlapping activity generators and temporary supply reductions.** Saturday demand reflects the combined effect of farmers market activity, weekend retail and restaurant visitation, and park/recreational use. The MARC station lot reservation for the farmers market temporarily removed publicly accessible supply during a peak demand period, while also generating demand, likely contributing to higher utilization and spillover on nearby corridors such as Fawcett Street and Carroll Place.
- **The highest-demand evening parking conditions occur outside current enforcement hours.** Most time-limit enforcement ends around 4:00 p.m. on weekdays. As a result, some of the highest-demand evening conditions, particularly around Kensington Parkway, Armory Avenue, Kent Street, Johnson's Shopping Center, Kensington Crossing, and Baby Cat Brewery, occur after parking enforcement has ended.
- **Several public off-street lots appear underutilized during periods when nearby curbside spaces are constrained.** Public off-street occupancy was 58% on Wednesday afternoon, 14% on Wednesday evening, 24% on Saturday afternoon, and 21% on Saturday evening. This indicates that publicly controlled supply may be available even during periods when nearby on-street spaces feel constrained, suggesting potential opportunities related to wayfinding, public awareness, signage, and management.
- **Commercial-core demand is highly localized.** High-occupancy conditions repeatedly appeared near major demand generators, including Kensington Shopping Center, Johnson's Shopping Center, Kensington Crossing, Baby Cat Brewery, Frankly Pizza, and the market. In contrast, many residential or peripheral

streets remained lightly occupied, reinforcing that the Town's parking challenges are concentrated by location and time period rather than evenly distributed across the full supply.

- **RPP/Public spaces appear to provide some evening flexibility, but they do not fully resolve commercial-core pressure.** RPP/Public spaces became more available for public use in the evening, with Saturday evening occupancy increasing modestly to 25%. This suggests the RPP framework is functioning as intended in transitioning some residential curbside capacity to public use during off-peak permit periods; however, this additional availability does not fully offset concentrated demand near the most active commercial and restaurant destinations.
- **Street width may constrain two-sided parking on certain residential segments.** Kent Street, which allows parking on either side of the street, appears to have an estimated curb-to-curb width of approximately 25.5 feet, which is notably narrower than the 36-foot section implied by Montgomery County guidance for two 10-foot travel lanes and two 8-foot parking lanes. NACTO guidance[3] similarly supports 10-foot urban travel lanes and 7 to 8-foot parallel parking lanes. Under these standards, maintaining parking on both sides leaves insufficient width for comfortable two-way travel, effectively creating a "yield-street" condition when vehicles are parked on both sides. This finding suggests the Town could evaluate whether parking could be limited to one side in constrained segments such as Kent Street, particularly where evening demand and residential quality-of-life concerns overlap.
- **The occupancy findings support a targeted management approach.** Because the data shows available supply in some locations and recurring pressure in others, future strategies may be most effective if focused on improving utilization of existing public lots, clarifying parking options for visitors, addressing evening and weekend management gaps, and targeting specific high-demand corridors rather than expanding supply broadly across the town.

3.2. Parking Turnover

Occupancy snapshots show how full parking spaces are at a given moment, but they do not reveal how those spaces are being used across the day. A block-face observed at 80% occupancy could be well-functioning, turning over regularly and serving many short-term visitors, or it could be dominated by a small number of long-staying vehicles that are effectively removing those spaces from circulation. Distinguishing between these two scenarios is essential to identifying the right management response, and it is the central purpose of the License Plate Inventory (LPI).

LPI surveys were conducted across a separate Wednesday (June 3rd) and Saturday (June 6th) – covering 119 spaces across Fawcett Street, Kensington Parkway, Howard Street, Montgomery Avenue, and Armory Street. Each survey ran for eight hours, with partial license plates recorded at one-hour intervals from 9:00 a.m. to 5:00 p.m. to track individual vehicle presence over time. Key outputs include average length of stay (LoS), turnover rate (vehicles per space per day), and the share of vehicles observed exceeding the posted time restriction – representing a proxy for compliance with posted time limits. The two separate observation days allow for cross-validation of findings and increase confidence that the results reflect typical weekday conditions rather than anomalies tied to a specific date.

[3] National Association of City Transportation Officials, Urban Street Design Guide, "Lane Width."

In a healthy, vibrant commercial core, on-street spaces typically should turn over four or more times throughout the day (during business hours) to support convenient access for multiple customer trips, visitors, and short-duration errands. When turnover falls below this level, a relatively small number of vehicles can occupy the most convenient curbside spaces for extended periods, reducing the effective supply available to businesses and contributing to the perception that parking is unavailable even when total system-wide occupancy remains moderate.

3.2.1. Parking Turnover – Wednesday June 3rd, 2026

On the next page, Figure 10 illustrates the average length of stay by street segment for the June 3rd observation. The findings confirm and deepen several patterns suggested by the occupancy data, particularly the contrast between Howard Avenue, where turnover appears healthy, and Fawcett Street and Kensington Parkway, where longer stays and lower turnover indicate that available spaces may not be circulating as efficiently as the posted time restrictions imply.

Fawcett Street recorded the longest average stays of any surveyed corridor. Segment ID2, which has a 4-hour limit, averaged 3.23 hours across its spaces, with 31% of vehicles staying beyond the posted limit. The 15-space Fawcett segment, ID1, also has a 4-hour limit and averaged 2.68 hours, with 20% of vehicles exceeding the allowable duration. These findings are notable because both segments are subject to Monday-through-Friday enforcement and indicate that a meaningful share of vehicles remained parked beyond the posted limit. By comparison, Howard Avenue performed considerably better, with most segments averaging between 1.29 and 1.65 hours and turnover rates of 2.43 to 3.43 vehicles per space across the day, suggesting that time restrictions on those segments are generally functioning as intended during enforcement hours.

Kensington Parkway (ID35), which is posted with a 4-hour limit, showed limited turnover, with 0.43 vehicles per space over the full observation day – the lowest rate among the monitored segments. The segment averaged 2.33 hours per stay. While 33% of observed vehicles stayed longer than two hours, this should be interpreted as evidence of longer-duration parking demand rather than noncompliance, since stays of up to four hours are permitted. The low turnover and extended stay durations are consistent with the 100% evening occupancy observed during the May 13 counts, suggesting that vehicles arriving during the day may remain parked into the evening and contribute to constrained conditions after enforcement hours.

Montgomery Avenue (ID19) showed a similarly low turnover rate of 0.65 vehicles per space and is also posted with a 4-hour limit. Although 36% of vehicles remained parked for more than two hours, this finding indicates longer-duration use rather than a violation of the posted restriction. Only one vehicle stayed longer than four hours (potentially associated with a residential permit holder but this was not confirmed). Overall, the segment appears to function as a longer-stay parking location during the business day, with limited turnover but little observed noncompliance with the posted 4-hour limit.

Figure 14: Wednesday, June 3rd Average Length of Stay

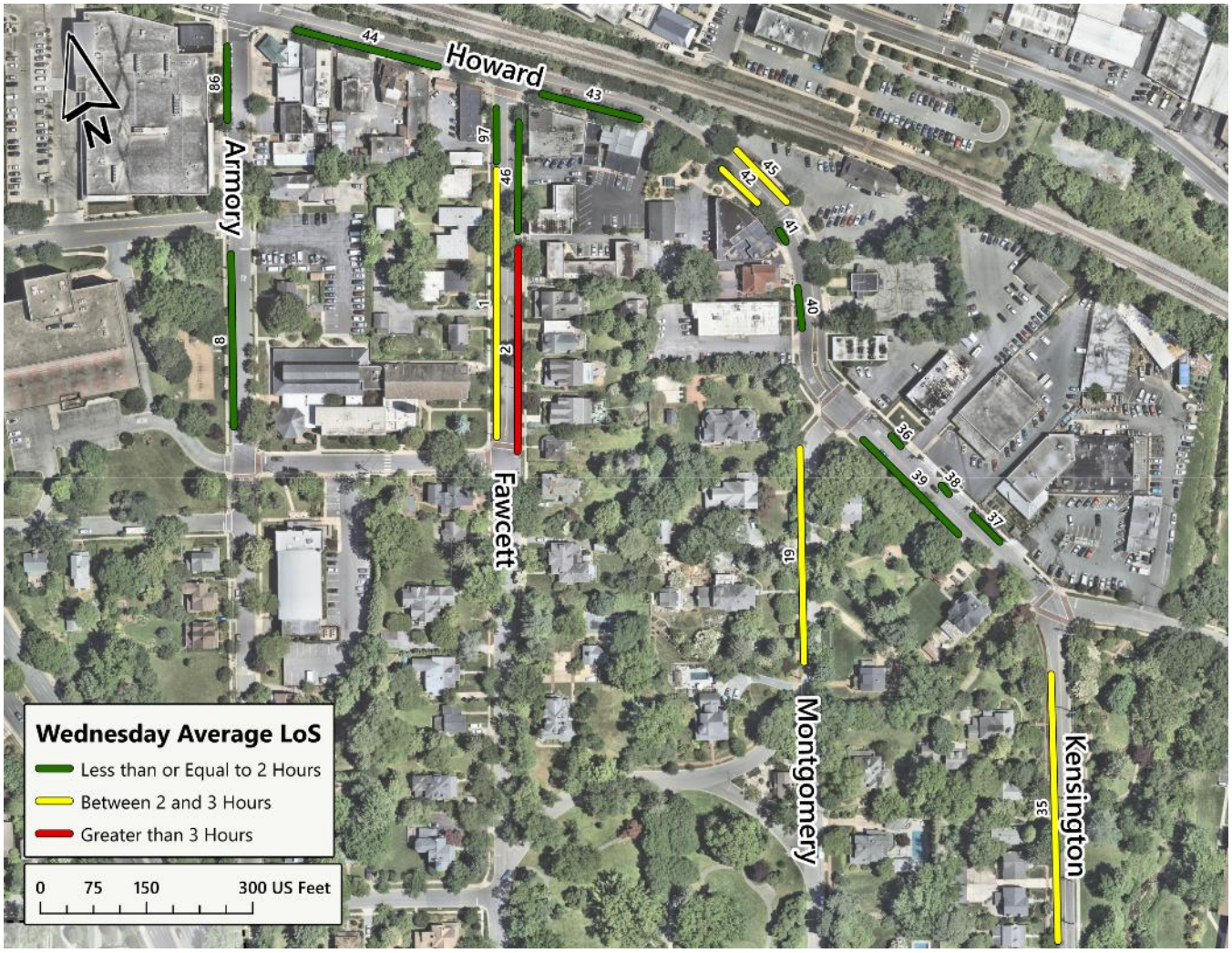


Table 11 provides additional details from the LPI results, which support the average length-of-stay patterns shown in Figure 10. In addition to average length of stay, the table reports turnover and the share of vehicles observed for more than two and four hours. These measures help distinguish general longer-stay behavior from potential compliance issues on segments with four-hour limits. In this context, the percentage of vehicles parked longer than four hours is the more direct indicator of time-limit exceedance, while the percentage parked longer than two hours helps identify segments where parking is being used for longer-duration stays even when vehicles remain within the posted limit.

The highlighted cells in Table 11 identify the duration thresholds that correspond to each segment's posted time restriction. For segments with 4-hour limits, the percentage of vehicles parked longer than four hours represents the relevant exceedance measure, while the percentage parked longer than two hours provides additional context on longer-duration parking behavior but does not indicate a violation. For segments with 2-hour limits, both the two-hour and four-hour columns are highlighted because any vehicle parked longer than two hours exceeds the posted limit, and the four-hour column identifies the subset of those vehicles with substantially longer stays.

This distinction is important because the LPI results show that some segments are functioning as intended with relatively short stays and regular turnover, while others (like segments 46, 39, 40, and 45) show measurable levels of time-limit exceedance beyond even 2-hour limits, which may reduce space availability during enforced periods.

Table 12: Wednesday LPI Data

ID	Supply	Time Limit	Street	Average LoS	Turnover	% Parked Cars > 2 Hrs	% Parked Cars > 4 Hrs
2	9	4	Fawcett St	3.23	1.44	38%	31%
1	15	4	Fawcett St	2.68	1.67	32%	20%
35	14	4	Kensington	2.33	0.43	33%	17%
43	7	4	Howard St	1.65	2.43	18%	6%
44	7	4	Howard St	1.29	3.43	4%	0%
19	17	4	Montgomery	2.73	0.65	36%	18%
86	6	4	Armory	1.70	3.83	17%	9%
46	5	2	Fawcett St	2.00	2.40	25%	17%
97	3	2	Fawcett St	1.25	4.00	0%	0%
36	1	2	Kensington	1.00	1.00	0%	0%
37	3	2	Kensington	1.17	2.00	0%	0%
38	1	2	Kensington	1.33	3.00	0%	0%
39	9	2	Kensington	1.75	2.22	10%	5%
41	1	2	Howard St	2.00	2.00	50%	0%
42	3	2	Howard St	2.14	2.33	43%	0%
45	5	2	Howard St	3.00	0.80	25%	25%
8	10	2	Armory	1.39	1.80	11%	0%
40	3	1	Howard St	2.00	3.00	33%	11%

3.2.2. Parking Turnover – Saturday June 6th, 2026

Figure 11 presents the June 6th LPI results for the same corridor network. The patterns were generally consistent with the June 3rd observations, reinforcing that the turnover findings reflect recurring conditions rather than a single-day anomaly. Howard Avenue again showed relatively strong turnover across the surveyed segments, while Fawcett Street and Kensington Parkway continued to record some of the longest average stays and lowest turnover rates among the monitored locations.

The most notable finding was Armory Street southbound (ID86), where the Saturday average length of stay reached 3.91 hours, the highest recorded across either LPI date. In total, 64% of observed vehicles stayed longer than two hours and 36% stayed longer than four hours. Although this segment has a 4-hour limit, it is enforced only Monday through Friday, meaning the Saturday condition was unregulated and reflects parking behavior without active time management. When considered alongside the 100% Saturday afternoon and 83% Saturday evening occupancy observed during the May counts, this segment illustrates how high demand and the absence of weekend enforcement can combine to constrain turnover and reduce space availability.

Figure 15: Saturday, June 6th Average Length of Stay



Table 12 provides the supporting Saturday LPI results for the same surveyed corridors and confirms that weekend parking behavior differs meaningfully from the weekday condition. Because the Town's on-street time-limited parking regulations are enforced only Monday through Friday, the Saturday observations should not be interpreted as measures of compliance or noncompliance. Instead, the data provides insight into how drivers use the curbside parking system when time limits are not actively enforced, helping identify locations where longer-stay parking may reduce turnover and effective parking availability during peak weekend demand periods.

Table 12 provides the supporting Saturday LPI results for the same surveyed corridors and confirms that weekend parking behavior differs meaningfully from the weekday condition. Because several time-limited segments are not enforced on weekends, the highlighted cells identify the segments where posted time limits continue to apply on Saturdays. In those cases, the highlighted duration threshold represents the most relevant measure of potential time-limit exceedance during the Saturday observation period. For segments with 2-hour limits that are enforced on weekends, the percentage of vehicles parked longer than two hours indicates exceedance of the posted limit, while the percentage parked longer than four hours identifies the subset of vehicles with substantially longer

stays. For segments with 4-hour limits that remain enforced on weekends, the percentage parked longer than four hours represents the direct exceedance measure.

The Saturday results show that several locations continued to experience longer-duration parking and reduced turnover even where overall turnover improved relative to Wednesday. Fawcett Street remained one of the more constrained corridors, with the 4-hour segment ID1 averaging 3.34 hours and 31% of vehicles staying longer than four hours. The nearby 2-hour Fawcett segment ID97 also showed a meaningful level of longer-stay activity, with 44% of vehicles staying more than two hours and 11% staying more than four hours. Kensington Parkway continued to function as a longer-stay location as well: ID35 averaged 2.27 hours, with 37% of vehicles staying beyond two hours and 10% staying beyond four hours. Howard Street generally showed stronger turnover, with several segments recording turnover rates above four vehicles per space; however, select 2-hour segments still showed measurable exceedance, including ID40, where 50% of vehicles stayed longer than two hours and 17% stayed longer than four hours.

Table 13: Saturday LPI Data

ID	Supply	Time Limit	Street	Average LoS	Turnover	% Parked Cars > 2 Hrs	% Parked Cars > 4 Hrs
2	9	4	Fawcett St	2.48	2.78	28%	20%
1	15	4	Fawcett St	3.34	2.33	46%	31%
35	14	4	Kensington	2.27	2.14	37%	10%
43	7	4	Howard St	1.64	4.71	9%	6%
44	7	4	Howard St	1.65	4.86	15%	3%
19	17	4	Montgomery	1.67	1.94	12%	3%
86	6	4	Armory	3.91	1.83	64%	36%
46	5	2	Fawcett St	2.36	2.80	21%	14%
97	3	2	Fawcett St	2.56	3.00	44%	11%
36	1	2	Kensington	1.14	7.00	0%	0%
37	3	2	Kensington	1.54	4.33	8%	0%
38	1	2	Kensington	1.14	7.00	0%	0%
39	9	2	Kensington	1.61	4.89	14%	2%
41	1	2	Howard St	1.60	5.00	20%	0%
42	3	2	Howard St	1.40	5.00	7%	0%
45	5	2	Howard St	1.84	3.80	21%	11%
8	10	2	Armory	1.28	2.90	3%	0%
40	3	1	Howard St	2.67	2.00	50%	17%

The most notable Saturday finding remains Armory Street southbound (ID86), which averaged 3.91 hours per stay, with 64% of vehicles parked longer than two hours and 36% parked longer than four hours. Because this 4-hour segment is not enforced on weekends, these values do not indicate enforceable violations during the Saturday observation; instead, they show how parking behavior changes when time limits are not actively managed.

Taken together, Table 12 shows that several corridors accumulate longer-stay vehicles and experience reduced turnover during weekend peak periods. While these observations do not indicate violations because the time

limits are not enforced on Saturdays, they do provide insight into how parking demand concentrates when curbside restrictions are inactive.

3.2.3. Parking Turnover Key Findings

The turnover analysis adds an important dimension to the parking assessment by showing not just where spaces are occupied, but how intensively they are being reused over the course of the day. In Kensington, the LPI findings confirm that parking challenges are not solely a function of occupancy levels. Some corridors with visible availability may still function inefficiently if vehicles remain parked for long durations, thereby limiting the number of unique users served, while other high-demand areas can continue to function effectively if spaces turn over regularly. For this reason, occupancy and turnover should be interpreted together rather than in isolation.

Fawcett Street consistently emerged as one of the study area's more constrained turnover corridors. On Wednesday, the two monitored 4-hour segments averaged 3.23 hours and 2.68 hours, with 31% and 20% of vehicles, respectively, remaining parked longer than four hours during an enforced period. On Saturday, Fawcett continued to exhibit longer-duration parking behavior, including segment ID1, which averaged 3.34 hours per stay and recorded 31% of vehicles parked longer than four hours, and segment ID97, where 44% of vehicles remained longer than two hours. Taken together, these findings indicate that Fawcett Street functions as a relatively long-duration parking location under both weekday and weekend conditions, reducing the effective availability of curbside supply in an area already subject to elevated demand.

Kensington Parkway also appears to serve longer-duration users rather than functioning primarily as a short-stay customer parking resource. On Wednesday, segment ID35 recorded the lowest turnover rate among the monitored corridors at 0.43 vehicles per space and averaged 2.33 hours per stay. On Saturday, the same segment averaged 2.27 hours and turned over at a somewhat higher rate of 2.14 vehicles per space, indicating more activity than on the weekday but still reflecting longer stays relative to the higher-circulating commercial curb segments. Because this 4-hour segment is not enforced on weekends, the Saturday results are most appropriately understood as unmanaged longer-duration parking behavior rather than weekend noncompliance.

Howard Street generally performed more effectively than the other study corridors, especially on Saturday. Several Howard Street segments recorded turnover rates above four vehicles per space on the weekend, indicating active circulation in one of the Town's busier curbside environments. Even so, some Howard Street segments exhibited longer stays than would typically be expected for short-term customer parking, indicating that turnover may decline when weekday time-limit restrictions are not in effect. Segment ID40, for example, recorded 50% of vehicles parked longer than two hours and 17% parked longer than four hours on Saturday. This suggests that, while Howard Street is broadly functioning as intended, select short-term spaces may still warrant targeted attention where active demand and posted time limits are not fully aligned in practice.

Armory Street provides a useful example of how parking behavior can shift when demand remains strong but weekend enforcement does not apply. On Saturday, the southbound Armory segment (ID86) averaged 3.91 hours per stay, with 64% of vehicles parked longer than two hours and 36% parked longer than four hours. Because this segment's 4-hour limit is enforced only Monday through Friday, these Saturday results should not be interpreted as weekend violations. Instead, they illustrate the extent to which vehicles can accumulate for longer periods when posted restrictions are not actively managed during peak weekend conditions.

More broadly, the Saturday observations should be interpreted as measures of parking behavior rather than compliance. Since the Town's on-street time limits are not enforced on weekends, longer stays indicate where parking naturally accumulates during periods of elevated demand. These patterns can still affect parking availability, even though they do not constitute parking violations.

This distinction is important because longer stays can constrain effective parking supply even where physical capacity still exists. Segments such as Kensington Parkway ID35 and Montgomery Avenue ID19 may not appear full at every moment, but lower turnover means that fewer unique drivers are served throughout the day. In practical terms, this reduces the usefulness of those spaces for short-term customers and visitors, particularly in areas adjacent to commercial destinations where frequent reuse is important to supporting business access.

The LPI findings also align closely with the occupancy results presented earlier in the report. Corridors that showed higher evening or weekend occupancy, including Fawcett Street, Kensington Parkway, Armory Street, and selected Howard Street segments, also showed evidence of longer stays, lower turnover, or uneven compliance depending on the time period and enforcement context. This consistency strengthens the conclusion that Kensington’s most visible parking issues are concentrated in particular corridors and time periods, rather than reflecting a uniform shortage or failure across the parking system as a whole.

Together, the turnover findings support a targeted management response rather than a system-wide conclusion of dysfunction. In several of Kensington's busiest corridors, parking spaces continue to turn over throughout the day, indicating that the parking system is generally functioning as intended. The more actionable concern is the concentration of longer-duration parking and lower turnover in specific locations, particularly those that also experience high occupancy during evening and weekend periods. These patterns can reduce the effective availability of convenient parking, even when capacity remains elsewhere in the system. Accordingly, the findings support focused strategies such as improved wayfinding, targeted enforcement during active enforcement periods, employee parking management, and other corridor-specific measures rather than broad changes applied uniformly across the town.

The occupancy and turnover findings establish the current operating baseline for Kensington’s parking system and reinforce the conclusion that many of the town’s parking challenges are localized by corridor, user type, and time period. However, this baseline is not static. Planned development, redevelopment, and public-parking investments may alter parking demand, parking supply, and travel patterns within and around the commercial core over time.

These data findings establish where, when, and how parking demand is concentrated and provide the analytical basis for the parking policy and zoning review in Section 4 and the management recommendations in Section 5.

04

Parking Policy and Zoning Review

4. Parking Policy and Zoning Review

Kensington's parking system is governed through a combination of Town Code authority, Mayor and Council resolutions, posted curbside and lot restrictions, residential parking permit provisions, parking-lot-specific operating rules, and coordination with Montgomery County, MTA, private property owners, and other entities. The Town has authority to regulate parking along town streets and within Town-owned facilities, while parking conditions in certain public facilities and most private facilities are influenced by separate ownership, lease, or operating arrangements.

The field inventory (Phase 1) identified 953 on-street spaces subject to a range of conditions, including unrestricted public parking, residential parking permit (RPP)-only parking, RPP/Public parking (available to the public after 5:00 p.m. and on weekends), and one-, two-, and four-hour time limits. All time-limited restrictions apply on weekdays and end no later than 5:30 p.m. Many of the highest-demand evening and weekend periods documented during Phase 1, therefore, occur outside active time-limit management and routine enforcement coverage.

The existing framework distinguishes generally between commercial and mixed-use areas, where time limits are intended to support turnover, and residential areas, where RPP restrictions are intended to maintain neighborhood access. However, the system has developed incrementally and includes varied schedules, restriction types, facility ownership arrangements, and signage conditions. As a result, the parking rules and available alternatives may not always be readily understood by visitors without prior familiarity with the Town.

Phase 1 found that Kensington's parking challenges do not result from a uniform shortage of spaces across the study area. Rather, demand is concentrated by location, time of day, and user type. The most visible pressures occur in and near the commercial core, particularly during weekday evening and weekend activity periods, when demand concentrates on convenient curbside spaces even while public or peripheral off-street capacity remains available. The following sections document the current policy and operating framework within which those conditions occur.

4.1. Existing Regulatory Framework

The Town's parking-management authority is established through the Town Code[4], Council action, posted parking restrictions, and facility-specific rules. At a local level, the Town may designate parking spaces along streets and within Town-owned parking facilities, establish and enforce parking restrictions, administer residential permit parking areas, and issue citations for violations of town parking regulations. The Mayor and Council may also establish, modify, or withdraw permit parking areas and associated terms through resolution.

Kensington does not maintain independent planning and zoning authority. Montgomery County is responsible for zoning and land-use decisions affecting properties within the town, including many development-related off-street parking standards. The Town's role in development-related parking matters is therefore carried out

[4] Town of Kensington, Maryland, Code of Ordinances, Chapter IV, Article 2, §§ 4-201 through 4-207, and Chapter X, §§ 10-201 through 10-303, official code through September 10, 2025.

primarily through its Development Review Board process, coordination with County agencies, local permitting responsibilities, and communication of town concerns during project review.

This division of authority determines which parking-management actions the Town can implement directly and which require Council action, County or agency coordination, or voluntary agreements with private property owners.

4.2. Time Limits and Curbside Regulation

Kensington uses a tiered curbside framework that combines unrestricted parking, one-, two-, and four-hour limits, and residential permit restrictions. As documented in Section 2, shorter limits generally serve commercial and institutional areas, while four-hour and unrestricted spaces accommodate transitional or longer-duration uses. This structure gives the Town several tools for assigning different functions to individual block faces.

The primary policy issue is not the absence of regulation, but the variation among posted durations and operating hours and their alignment with current demand. Existing weekday schedules were developed incrementally and generally conclude before the evening and weekend periods when Section 3 documented concentrated demand in portions of the commercial core. In addition, the turnover analysis indicates that the same regulation may perform differently by location: some blocks experience exceedance during active restriction periods, while others experience longer stays after the restriction has ended.

These distinctions are important because they call for corridor-specific responses rather than uniform Town-wide changes. Fawcett Street presents an enforcement and compliance issue during an active restriction period; portions of Kensington Parkway present a duration and operating-hours issue; and Kent Street presents an access and street-width concern where unrestricted parking is located near evening demand. Section 5.4 translates these policy findings into targeted time-limit, enforcement, and curbside-management recommendations.

4.3. Enforcement and Citation Practices

The Town has one Code Enforcement Officer responsible for parking enforcement in addition to broader code-enforcement duties. Parking activity is therefore one component of a larger workload, and the regular weekday schedule does not cover many of the evening and weekend demand periods documented in Section 3. The resulting issue is an operational mismatch among posted regulations, staff availability, and the periods when active curbside management is most needed.

Enforcement currently relies substantially on manual field and administrative processes, including tire chalking, handwritten observations, and paper records. Although these practices support basic enforcement, they require repeated field observations and make it more difficult to compile location-specific information on warnings, citations, repeat violations, compliance patterns, and recurring hotspots. The Town's existing virtual permit system and Montgomery County's role in citation processing also mean that any future field system must exchange information with existing platforms rather than create a separate administrative process.

The Town Code provides authority to enforce time limits, permit restrictions, safety regulations, and other parking requirements. The principal gap is therefore not legal authority, but the alignment of staffing, patrol

timing, field tools, recordkeeping, and citation-processing workflows. Section 5.3 addresses enforcement technology, while Section 5.4 addresses patrol coverage, compliance practices, and operating schedules.

4.4. Residential Parking Permit Program

The RPP program is the Town's principal tool for managing competing demands on residential streets from commercial, commuter, institutional, and event-related parking spillovers. The Town Code authorizes the Mayor and Council to establish, modify, or withdraw permit parking areas by resolution. In determining whether to establish or modify an RPP area, the Code directs consideration of resident access, non-resident parking demand, pedestrian safety, visitor needs, and whether a permit program is likely to address the identified parking issue.

The Code establishes resident-permit eligibility based on registered vehicles and allows up to two annual *visitor* passes. It also authorizes the town to establish permit fees by resolution. The RPP program already serves an important function in the Town's parking system.

As documented in Sections 2 and 3, the program is applied to a substantial portion of Kensington's residential curb supply while allowing some RPP/Public spaces to transition to general use outside restricted periods; it is a neighborhood-management tool rather than a substitute for commercial-core parking management.

The reviewed Code establishes a process for designating permit areas and administering permits, but does not expressly specify recurring renewal periods for residential parking permits, permit expiration practices, or household-level permit caps. The current administrative framework, existing block designations, and relationship between RPP protection and public evening access provide the basis for the RPP strategy discussed in Section 5.

4.5. Signage, Wayfinding, and Communication

Kensington has a mix of public, publicly accessible, private, Town-controlled, and externally controlled parking resources. This mix contributes to a system in which parking availability is not always apparent to visitors, particularly when drivers approach the commercial core from the primary corridors and seek the most visible curbside spaces first.

Section 3 documented available public off-street capacity during several periods of nearby curbside pressure. The policy and communication gap is that these facilities are not consistently presented to visitors as a connected public-parking network.

The Town Hall area, MARC station lot (9), the former M&T Bank lot (7), and other publicly accessible facilities represent potential components of a connected public parking network. However, users encounter differing ownership arrangements, operating rules, time limits, reserved areas, and access conditions. Lot 7 and Lot 9 provide unrestricted public parking. The MTA-controlled MARC lots are also affected by commuter activity and farmers market reservations.

Kensington's compact development pattern means that several public parking facilities are within a reasonable walk of commercial, civic, and event destinations, even when they are not immediately visible from those destinations. As illustrated by the Town Hall parking lot walkshed in Appendix 7.2, much of the Town's commercial core and many of its principal destinations can be reached from the lot (44) within approximately 10

minutes on foot. This suggests that the usefulness of the Town's public parking supply is constrained not only by location, but also by how clearly the facilities and their walking connections are communicated to residents and visitors. Without advance information, directional signs, recognizable facility names, or walking-time guidance, drivers may perceive a lot as too remote (or may not know that it is publicly available) and instead continue searching for curbside parking closer to their destination.

Existing regulatory signs communicate individual restrictions, but the current system does not consistently present public parking as a unified network. This can make it difficult for visitors to identify public parking destinations, understand which facilities are available at a particular time, distinguish Town-controlled from private facilities, or recognize walking connections between parking areas and commercial destinations.

Clear parking information is particularly important during farmers markets, concerts, restaurant activity, and other periods of concentrated demand. Although public parking facilities are well positioned to serve many Town destinations, existing communications do not consistently explain their availability, restrictions, or walking proximity, limiting visitors' ability to identify suitable parking before entering constrained blocks. Section 5.2 recommends a coordinated communication and wayfinding program to address this gap.

4.6. ADA and EV Policy Considerations

Accessibility is a core component of the Town's parking system. The Phase 1 inventory identified four ADA-designated spaces and six van-accessible spaces in publicly available off-street facilities, along with five ADA spaces and one van-accessible space on-street. The broader parking system includes additional accessible spaces within private facilities, where most of the Town's ADA-designated supply is located.

The practical quality of access depends not only on the number and dimensions of designated spaces but also on the continuity of accessible routes, curb-ramp conditions, sidewalk quality, crossings, grades, signage, pavement markings, and proximity to building entrances and activity centers.

For Town-owned and Town-managed facilities, applicable requirements are based on the total number of parking spaces within each facility. Under the 2010 ADA Standards, the required number of accessible spaces is described in ADA Table 208.2. Additionally, at least one of every six accessible spaces must be van accessible. Maryland imposes a more stringent requirement for State and local government buildings: one of every four accessible parking spaces, but not fewer than one, must be van accessible and served by an access aisle at least 96 inches wide[5].

The 2010 ADA Standards do not establish separate scoping or technical requirements specifically for accessible on-street parking, although Title II of the ADA applies to municipal on-street parking programs. The U.S. Access Board's 2023 Public Right-of-Way Accessibility Guidelines[6] (PROWAG) provide the current federal design benchmark. PROWAG applies where on-street parking is metered or designated by signs or pavement markings and calculates the minimum number of accessible spaces separately by block perimeter or qualifying street section. The requirement ranges from one accessible space for 1 to 25 designated spaces to 4% where 201 or

[5] 2010 ADA Standards for Accessible Design, §§ 208.2, Table 208.2, and 208.2.4. Maryland Accessibility Code (COMAR 09.12.53.07(B)(3)(a)).
[6] U.S. Access Board, Public Right-of-Way Accessibility Guidelines, §§ R211 and R310, including Table R211.

more spaces are provided. Spaces designated exclusively for residential, commercial-vehicle, or law-enforcement use are excluded; where designated curb parking is not divided into individual spaces, each 20 feet of qualifying curb length is counted as one parking space.

Because the PROWAG standard is applied by block perimeter or street section rather than to the Town-wide inventory, the existing total of six accessible on-street spaces is not sufficient by itself to determine whether accessible parking is appropriately distributed. A block-level audit would be needed to compare the accessible spaces provided with qualifying metered, signed, or pavement-marked parking and to assess compliance with applicable technical criteria. PROWAG should be used as the Town's design benchmark when on-street parking is newly constructed or altered, subject to confirmation of the standards applicable to a specific project.

The former M&T Bank lot (7) at 10415 Montgomery Avenue is planned to become a town public-parking facility, with design work underway and EV-readiness incorporated into planned improvements. This project provides an important near-term reference point for the Town's accessibility and EV planning.

The current inventory, accessibility requirements, and planned M&T Bank lot improvements establish a baseline for future decisions on accessible parking, pedestrian connections, and EV charging. Section 5 identifies strategies for integrating these considerations into the Town's broader parking-management program.

4.7. Pricing and Demand Management

Kensington currently manages parking through free parking, time limits, residential permit restrictions, and citation-based enforcement; the Town does not operate a paid-parking or demand-responsive pricing program. The localized demand patterns documented in Section 3 do not establish a present need for Town-wide paid parking. Section 5 addresses the recommended management priorities and the conditions under which future paid-parking technology could be evaluated.

4.8. Zoning, Development Review, and Shared Parking Agreements

Kensington's future parking conditions will be influenced by redevelopment, business expansion, institutional uses, event activity, and changes in travel behavior, in addition to the management of existing spaces. Montgomery County retains zoning and land-use authority within the town, including responsibility for many development-related off-street parking requirements[7]. The Town's role is most effective when it communicates local parking, access, circulation, and neighborhood-spillover concerns early in the development-review process.

The Town's Development Review Board process provides a local forum for identifying project-specific parking and mobility considerations. This process allows the Town to assess how a proposed use, redevelopment, restaurant, medical office, institutional activity, or other development may affect curbside access, loading, customer and employee parking, residential spillover, pedestrian conditions, and nearby public parking resources. The Town can

[7] Montgomery County Planning Board, Town of Kensington Annexation Report, September 2018, stating that the Town of Kensington "does not have its own planning and zoning authority" and that zoning and land-use decisions are made by Montgomery County.

also coordinate such observations with Montgomery County during applicable planning, permitting, and site-review processes.

Shared parking is particularly relevant in Kensington because institutional, religious, medical, retail, and office uses may have complementary demand patterns. Several sites identified during study outreach, including churches and institutional facilities, may experience lower parking demand during some evening, weekend, or event periods when commercial and visitor demand is higher. The actual availability of any private or institutional lot, however, depends on the property owner's operations, security, access, insurance, maintenance, and scheduling needs.

Montgomery County's zoning framework includes mechanisms for off-site parking, joint-use arrangements, and a Municipal Shared Parking Program where applicable conditions are met. Kensington does not currently operate a formal Town-managed shared-parking program or a standardized agreement structure for recurring shared use of private or institutional parking facilities. The absence of such a structure means that potential shared-parking arrangements must presently be assessed on a site-specific basis and would require coordination with property owners and, where applicable, County requirements.

Existing private-owner concerns include liability, insurance, maintenance, security, access control, user behavior, signage, enforcement, and potential interference with the owner's primary use of the property. These considerations are central to the feasibility of shared parking and explain why informal access arrangements may be challenging.

The existing framework provides legal and administrative pathways for off-site and shared parking, but implementation remains site-specific and dependent on owner participation, County requirements where applicable, and clear allocation of access, maintenance, insurance, enforcement, and operating responsibilities. Section 5.5 establishes a pilot-first process for evaluating and formalizing these opportunities.

4.9. Key Policy and Administrative Findings

Kensington has the fundamental authority and tools needed to manage its parking system, but several elements of the current framework are not fully aligned with observed demand, available staff capacity, or the divided control of public and private parking resources.

The principal policy and administrative findings are as follows:

- **Parking-management authority is divided among multiple entities.**
  The Town can regulate Town streets, Town-owned facilities, enforcement operations, and the Residential Parking Permit Program. Changes involving Montgomery County zoning, MTA- or CSX-controlled facilities, and privately owned parking require interagency coordination or voluntary agreements.
- **Existing curbside regulations provide a useful framework but are not consistently aligned with current demand.**
  Parking durations and operating hours vary by location, and weekday restrictions generally end before the evening and weekend periods when some commercial-core pressures occur. The appropriate response is targeted recalibration by corridor rather than a uniform Town-wide change.
- **Enforcement effectiveness is constrained by staffing, scheduling, and manual processes.**

Parking enforcement represents only one part of the Code Enforcement Officer's broader responsibilities, while routine coverage does not extend into many evening and weekend demand periods. Manual observation and recordkeeping also limit field efficiency and the Town's ability to track warnings, citations, repeat violations, and location-specific trends.

- The Residential Parking Permit Program remains an appropriate neighborhood-management tool. The program distinguishes between RPP-only and RPP/Public areas and allows some protected curb space to transition to general public use outside restricted periods. However, renewal practices, permit expiration, household limits, visitor accommodations, and procedures for reviewing future changes would benefit from greater administrative standardization.
- Public parking is not consistently communicated as a unified system. Differing ownership, operating rules, signs, and online information make it difficult for unfamiliar visitors to identify publicly available parking and understand when it may be used. This communication gap may contribute to circulation and concentration at highly visible curb spaces even when public parking is available elsewhere.
- Accessibility must be evaluated at the facility and route level. Compliance depends not only on the number of designated spaces but also on access aisles, signs, pavement conditions, curb ramps, sidewalks, crossings, and connections to destinations.
- Current conditions do not support immediate implementation of paid parking. The parking issues documented are localized by corridor, user type, and time period rather than evidence of a system-wide shortage.
- Development-related parking decisions require early coordination with Montgomery County. Because the Town does not exercise independent zoning authority, its influence is strongest through the Development Review Board, communication with County agencies, and early identification of access, loading, spillover, pedestrian, and parking-management concerns.
- Shared parking is permitted in principle but lacks a standardized Town process. Implementation currently depends on site-specific owner participation and agreement on access, maintenance, insurance, enforcement, signs, operating hours, and termination. A standard agreement framework and pilot process would make these opportunities easier to evaluate and administer.

Together, these findings indicate that Kensington's primary need is not a wholesale replacement of its parking regulations, but better coordination among existing policies, operating practices, technology, communications, and partner-controlled parking resources. Section 5 translates these findings into a coordinated parking management plan, while Section 6 identifies the recommended implementation timeframe, cost and staffing implications, technology needs, revenue effects, and feasibility of each action.

05

Parking Management Plan

5. Parking Management Plan (Recommendations)

This Parking Management Plan translates the parking-demand findings presented in Section 3 and the policy and zoning review presented in Section 4 into a coordinated set of near-, mid-, and long-term recommendations. The plan prioritizes better use and management of existing parking resources before considering broader restrictions, paid parking, or additional supply.

5.1. Overview

The Town's efforts to create and foster an inviting environment for residences, retail, dining, and events have increased visitor activity and parking demand. This is a positive challenge, as it confirms the Town's appeal as a destination. However, increased traffic requires more coordinated management of curbside spaces and public parking lots. Accordingly, the recommendations in this section are framed as a parking management plan rather than a parking supply plan, emphasizing more effective use of existing resources before additional capacity is considered.

The strategies that follow translate observed conditions, community priorities, and peer examples into an integrated set of actions that can be implemented in phases based on priority levels. These are organized around three primary strategic priorities (communication and wayfinding; technology; and curbside management) supported by two supporting strategies focused on shared parking agreements and demand management.

5.1.1. Key Considerations

Across the town, the parking challenges documented in this study are driven more by *where, when,* and *how* people park rather than an absolute lack of parking spaces. Evening and weekend activity around key destinations such as Baby Cat Brewery, Kensington Crossing, and the farmers market event concentrates visitors and parking demand into a few key blocks. At the same time, peripheral public lots and on-street segments remain underutilized.

This parking plan emphasizes tools that shape behavior over adding any new capacity to the parking system. This also aligns with the Town's perspective and approach, which reflects a strong desire (from residents and business owners) to preserve Kensington's inviting, walkable, human-scale character rather than solving peak-period pressure by charging for or overbuilding parking.

5.1.2. Parking Plan Objectives

The parking management plan is structured around several high-level objectives that translate community values and data-driven findings into operational goals:

- Improve access to the commercial core for customers, visitors, and short-stay users while protecting nearby neighborhoods from unmanaged spillovers;

- Manage residential streets from recurring commuter, commercial, institutional, and event-related spillovers so that they do not erode neighborhood quality of life;
- Increase the visibility and effective use of existing public off-street parking, including the Town Hall lot, the former M&T lot (7) at 10415 Montgomery Avenue, Lot 19 on the north side of Kensington Parkway, and the MARC station lot;
- Align enforcement and communication with the periods when parking pressure is most acute, particularly evening and Saturday peaks around identified hotspots; and
- Preserve Kensington's walkable, small-town character, ensuring that any changes to regulations, technology, or shared parking arrangements continue to support a safe and comfortable public realm whilst fostering a successful business environment.

These objectives act as key tenets or guiding principles for the specific strategies described below, as well as the implementation matrix presented in section 6.

5.1.3. Strategic Priorities Overview

The three primary strategic priorities directly address the most pressing issues identified in Phase 1 of the project: limited public awareness of where to park, analogue enforcement tools and processes, and curbside regulations that are not fully aligned with observed patterns of use and demand. Each priority is intended to be actionable on its own, but they are most effective when implemented as a coordinated package; consistent signage and maps make technology investments more valuable, and both are necessary to support a recalibrated curbside program.

5.2. Communication: Wayfinding, Signage, and Marketing

Kensington's existing parking assets are more robust than many residents and visitors realize, but they are not presented as a coherent "system". The Town's public parking resources are distributed among several facilities with different names, ownership arrangements, restrictions, and levels of visibility. Without consistent identification and clear directions, visitors may not recognize these facilities as part of a coordinated public parking system. Therefore, drivers are more likely to circulate through the commercial core, compete for the most visible spaces, or spill into adjacent residential streets. Building on best practices from peer communities[8] and systems Walker has worked on, this strategy treats communication and wayfinding as core parking management tools, and not just cosmetic add-ons.

Kensington's compact scale provides an important foundation for this strategy. The Town does not need every visitor to park immediately adjacent to their destination; instead, it must help visitors recognize that public parking is available within comfortable walking distance of multiple destinations. The Town Hall parking lot walkshed presented in Appendix 7.2 demonstrates that a person parking here can reach much of the commercial core and many principal destinations within 10 minutes. The communication strategy should therefore present

[8] For example, Estes Park, CO; Media, PA; Breckenridge, CO; Portsmouth, NH; and Annapolis, MD.

public parking as a connected network of “park once” locations rather than as isolated lots serving only their immediately adjacent uses.

The Town should establish an integrated parking communication program that allows visitors to identify public parking before arriving, recognize it while traveling through town, and understand applicable regulations after parking. The program should include four coordinated actions:

1. Develop a unified Kensington parking identity;
2. Complete an inventory and assessment of existing signage;
3. Implement a coordinated public-parking identification and directional wayfinding system; and
4. Update the Town’s website and digital parking information.

These recommendations are intended to function as a single communication system rather than as independent improvements. The parking identity establishes the visual language, the signage inventory identifies gaps and inconsistencies, the physical wayfinding program applies the identity throughout town, and the website extends the same information to users before they begin their trip.

5.2.1. Develop a Unified Kensington Parking Identity

The first step is to establish a recognizable identity for Kensington’s publicly available parking. At present, public parking includes Town-controlled facilities and other publicly accessible locations with varying ownership, operating conditions, and signage. To an unfamiliar visitor, these resources may appear to be unrelated facilities rather than components of a broader parking network.

The Town should develop a simple parking identity that can be applied consistently across facility signs, directional signs, maps, event materials, printed communications, and the Town’s website. The identity should complement Kensington’s existing municipal brand and historic character while remaining visually distinct enough to be recognized from a moving vehicle. At a minimum, it should include:

1. A consistent public parking symbol
2. Limited bright, distinct colors
3. Limited text with large fonts
4. Prominent “P” symbols and directional arrows
5. Reflective font or lit up for nighttime visibility
6. Clear (distinguishing) facility name



Facility names should be short, intuitive, and based on recognizable destinations or streets. The same name should be used on signs, maps, the Town’s website, event information, and third-party navigation platforms. For example, the former M&T lot (7) should receive a permanent public-facing name before it is incorporated into the wayfinding system, rather than continuing to be identified primarily by its former private use or project address.

The identity should also distinguish between different types of parking without creating unnecessary complexity. Town-owned public parking, publicly accessible facilities operated by other agencies, future shared-parking locations, accessible parking, EV charging, and employee or long-stay parking may require different supporting information. However, they should remain visually connected through a common parking symbol and design language.

The recommended outcome is not a separate parking brand that competes with the Town's identity. Rather, it is a recognizable extension of the Town's existing visual system that helps visitors quickly answer three questions:

1. Is this parking available to the public?
2. Who is it intended to serve?
3. What restrictions apply?

Once established, this identity should serve as the design standard for the signage inventory and implementation work described in the following subsections.

- An example mockup of a new Town-branded parking sign, using the dark-green and yellow/gold theme, as well as a variation of the Town's logo.



The following examples also show unified, branded identification signs. All signs feature a prominent "P", the name of the lot, and indicate public parking.

Figure 16: Branded Signage Examples



5.2.2. Inventory Existing Signage

Before installing new signs, the Town should complete a systematic inventory of existing parking-related signage. Kensington's current signs reflect multiple regulatory categories, installation periods, ownership arrangements, and enforcement schedules. A comprehensive inventory will allow the Town to identify where information is missing, inconsistent, redundant, obsolete, or difficult for users to interpret.

The inventory should document regulatory, identification, and directional signs within the commercial core, surrounding residential streets, and publicly accessible parking facilities. Each sign should be photographed, geolocated, and entered into a GIS-based database.

Based on the Manual on Uniform Traffic Control Devices (MUTCD) standards, the review should address more than physical condition. It should assess whether drivers receive information in a logical sequence and whether signs communicate regulations in a consistent format. Priority issues include varying time-limit schedules, Residential Parking Permit designations, visitor-parking rules, public-access hours, overnight restrictions, and distinctions between Town-controlled and MTA-controlled facilities.

Areas of focus include commercial-to-residential transition areas, RPP/Public parking areas, high-demand evening corridors, and facilities with different ownership or operating restrictions. Appropriately, signs near Kensington Parkway, Kent Street, Fawcett Street, Howard Avenue, the MARC station, Lot 19, Town Hall, and the former M&T

lot (7) should be reviewed as priority locations because of their relationship to documented hotspots or publicly available supply.

This inventory effort should result in a sign schedule and improvement plan identifying:

- Missing public-parking identification signs;
- Locations requiring advanced directional information;
- Conflicting, duplicative, or outdated messages;
- Regulatory signs requiring standardization;
- Signs obscured by landscaping, street furniture, or parked vehicles;
- Locations where sign placement does not clearly define the regulated curb segment;
- Opportunities to reduce sign clutter through consolidation; and
- Recommended replacement priorities.

5.2.3. Implement a Coordinated Identification and Wayfinding Program

Public parking signs and maps should communicate walking proximity as well as driving directions. Where appropriate, facility signs, pedestrian signs, and digital maps should identify nearby destinations using approximate walking times. For example, “Antique Row: 5-minute walk” or “Howard Avenue businesses: 10-minute walk.” This information would help visitors understand that a facility remains convenient even when it is not located directly beside their destination. Pedestrian wayfinding should continue from each promoted parking facility to key commercial streets, civic destinations, event locations, and safe street crossings.

Wayfinding signs should use short messages, recognizable symbols, appropriately sized lettering, and clear directional arrows. The system should provide continuity between the first directional sign and the destination so that drivers are not left without confirmation at an intermediate intersection. Sign placement should account for approach speed, visibility, landscaping, street geometry, and the amount of time available for a driver to understand and act on the information; most of the key intersections within the town are stop-controlled, which supports this need.

Preliminary locations for directional signage (which supplements some of the existing gateway signage, such as those found on Armory and Howard Avenue, and Armory and Knowles Ave – Reinhart Park) include:

- Howard Avenue and Armory Avenue for drivers approaching from the west;
- Armory Avenue and Mitchell Street for drivers approaching from the south;
- Kensington Parkway and Frederick Avenue near Johnson’s Shopping Center;
- Connecticut Avenue and Knowles Avenue for drivers approaching the north-side commercial area and Kensington Crossing;
- The Kensington MARC Station plaza and surrounding access points;
- Approaches to Town Hall and its public parking lot;
- Approaches to Lot 19 on the north side of Kensington Parkway; and
- Approaches to the future public parking facility at 10415 Montgomery Avenue.

Final locations and messages should be refined through the signage inventory and a field-based wayfinding assessment. The Town should monitor occupancy at Town Hall and other promoted facilities for approximately 90

days following installation. This will help determine whether the new wayfinding system redirects demand from constrained curbside locations and whether adjustments to sign placement, messaging, or public outreach are necessary. The physical signage system should then be reinforced through the online parking map and visitor information described in Section 5.2.4, ensuring that users receive the same facility names, symbols, and regulations before arrival and while navigating the Town.

5.2.4. Update the Town's Website for Parking

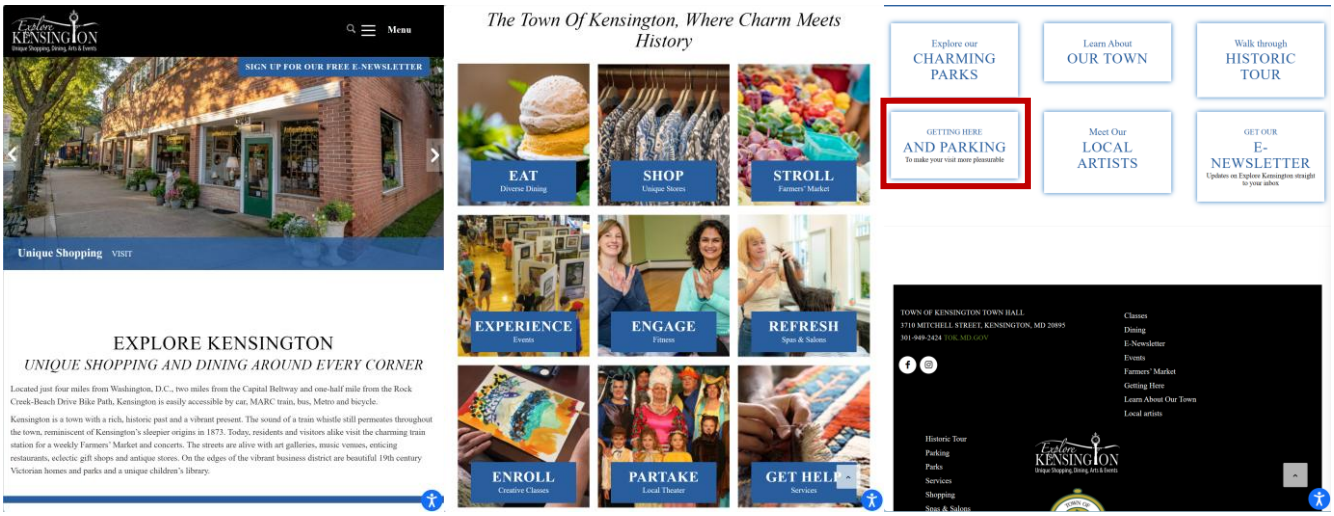
Visitors increasingly rely on websites and mobile navigation tools to plan not only where they are going, but also where they will park upon arrival. For residents, the same digital resources provide an important point of access for routine parking services, such as applying for a permit, reviewing regulations, or paying or contesting a citation. Clear, readily accessible information can therefore improve the visitor experience while reducing routine questions directed to Town staff.

Kensington's parking information is currently distributed across three separate web properties:

1. The Town's primary website, tok.md.gov, provides municipal information, including announcements, permits, meeting and event calendars, and information about Town government.
2. The Explore Kensington website, explorekensington.com, serves as the Town's principal visitor-oriented resource for businesses, dining, shopping, events, and other destinations.
3. The Kensington Historical Society website, kensingtonhistory.org, provides information about the Historical Society and Kensington's history and is accessible through the primary Town website's footer.

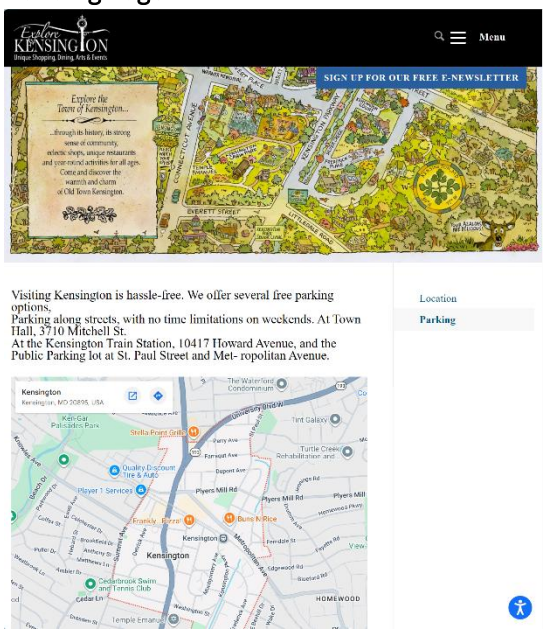
Parking information is not prominently accessible from the Town's primary website. As shown in the three images below, a visitor must first navigate to the Explore Kensington website, locate the "Getting Here and Parking" link in the lower portion of the page, and then proceed to a separate parking page. This multistep process makes parking information more difficult to find, particularly for first-time or infrequent visitors who may not know which website contains the relevant information.

Figure 17: Existing Parking Information Navigation Path



The existing parking page provides a brief description (in prose form) of several parking options, including selected facility names, addresses, and restrictions. It also includes an embedded Google Map; however, the map does not contain a dedicated parking layer or identify the locations, access points, operating conditions, or names of individual public parking facilities. As a result, the page offers limited assistance to users seeking to compare parking options or navigate directly to an available facility.

Figure 18: Existing Parking Information Landing Page



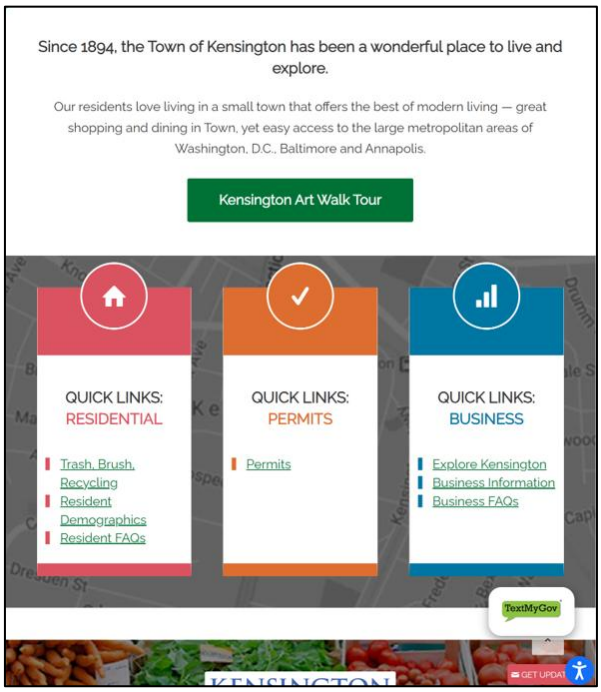
The Town should address both aspects of this issue: the visibility of parking information within the broader website structure and the completeness of the information provided once a user reaches the parking page.

Walker recommends creating a dedicated, mobile-friendly "Parking and Getting Around" page on the primary Town website and linking to it prominently from both the Town and Explore Kensington landing pages. The page should function as the authoritative source for public parking information, with consistent facility names, maps, regulations, and event-related updates.

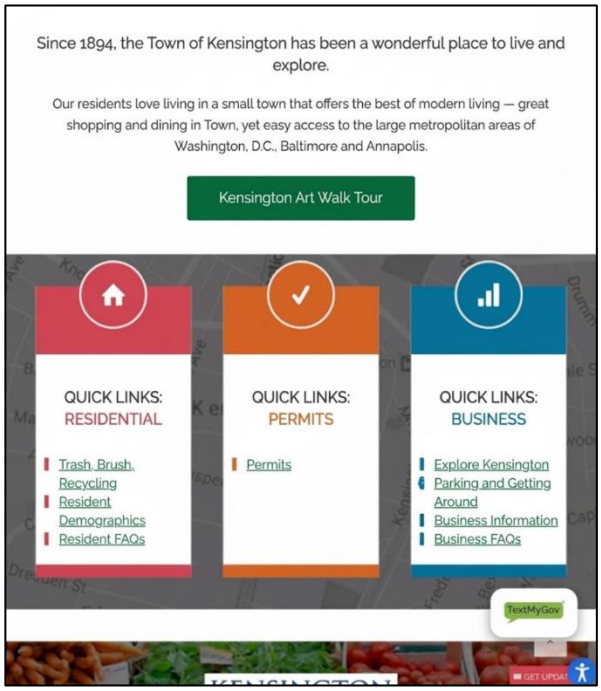
Recommendations:

- Create a dedicated "Parking and Getting Around" page.
    - Consolidate the Town's public parking information into one authoritative location, including:
        - A static system map;
        - Facility names and addresses;
        - Hours of public access;
        - Time limits;
        - Residential permit parking information;
        - Accessible spaces;
        - EV charging, and
        - Links to permit and citation services.
- Add a primary parking quick link. Place a direct parking link in the primary website's quick-links area and in a prominent location on the Explore Kensington website. Users should not need to navigate through multiple pages to locate basic parking information.

Figure 19: Primary Website Parking Information Link Mockup



Existing Landing Page



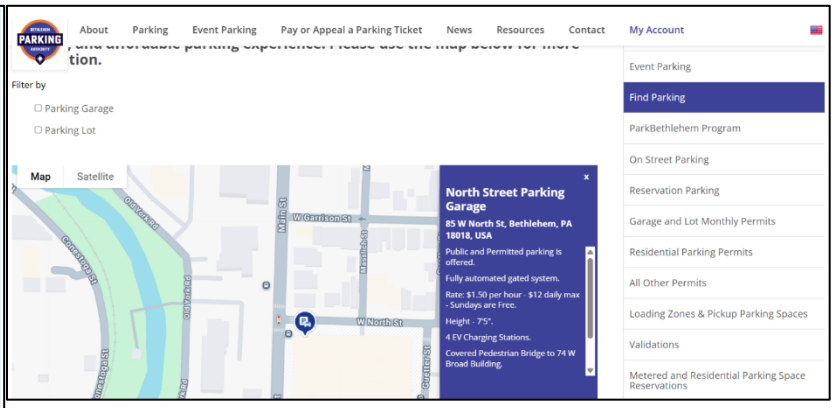
Revised Landing Page

- Develop a mobile-friendly parking and walking map. Show public parking facilities, entrances, operating restrictions, accessible spaces, EV charging, and pedestrian connections to recognizable destinations. The map could also include five-, ten-, and fifteen-minute walking areas or approximate walking times from public parking lots. This would allow visitors to select a parking location based on both availability and proximity before arriving in the most constrained blocks.
- Add parking locations on navigation platforms. Submit public parking facilities as identifiable places on Google Maps, Apple Maps, and other 3rd party applications using the adopted facility names and accurate entrance locations. Include a link back to the Town's website.
- Provide event-specific guidance. Publish temporary parking information for recurring and annual events, including the Saturday Farmers Market, summer concert series, July 4th Parade, and Kensington 8K.
- Consider future user-facing tools. As a longer-term objective, the Town may provide simplified "Where to Park Tonight" guidance for major recurring events or periods of concentrated demand. This need not involve real-time occupancy technology; an event-specific map identifying preferred and overflow facilities may provide a practical first step.

The examples shown below, from Estes Park (CO) and Bethlehem (PA), demonstrate two different levels of digital parking information. Kensington does not require a platform as comprehensive as Bethlehem's; however, both examples illustrate how a municipality can present facility locations, parking types, operating conditions, and other decision-making information through a clear and recognizable public interface.

Figure 20: Estes Park Parking Map and Bethlehem Parking Map





5.3. Technology

Technology should support the Town's parking policies and operational needs rather than become an objective. Modernizing Kensington's enforcement technology represents a practical near-term opportunity to improve coverage, consistency, and recordkeeping without materially expanding staffing. The Town's current manual process requires its PEO to document license plates and parking activity by hand, reducing the time available for field enforcement and making it more difficult to monitor repeat violations, evening conditions, and Saturday hotspots.

A cloud-based enforcement platform paired with a mobile handheld device would consolidate citation issuance, photographic evidence, electronic chalking, and field permit verification within a single workflow. The platform should operate as the field-enforcement component of the Town's existing technology environment, exchanging information with Montgomery County's citation-management process and the Town's existing virtual permit management system rather than creating separate or duplicative databases.

The Town should aim to initially procure one integrated citation handheld and cloud-based citation management system, with the ability to add a second device when and if enforcement activity grows. Current systems generally support either an all-in-one handheld with an integrated thermal printer or a two-piece configuration consisting of an Android handheld and Bluetooth printer. T2 Systems[9], for example, offers both configurations through its UPsafety platform and also permits agencies to use compatible third-party devices. A one-device implementation would provide an appropriate entry point for Kensington while limiting upfront investment and allowing the Town to evaluate operational benefits before expanding the system.

[9] T2 Systems, Permits and Enforcement, UpSafety PE Solution, https://www.t2systems.com/upsafety/

Although enforcement-platform vendors such as T2, gtechna, and Passport generally do not manufacture the underlying mobile devices or printers, they commonly provide the hardware directly to municipal customers as part of the implementation contract. The vendor functions as the system integrator, selecting compatible third-party equipment, loading and configuring its software, testing the assembled system, and coordinating warranty and technical support.

For Kensington, a vendor-supplied package would create a single point of responsibility for compatibility, implementation, and support, even where the platform vendor is not the original equipment manufacturer. This arrangement should not be characterized as proprietary hardware manufacturing; it is an integrated hardware, software, and services procurement. The Town may also request a bring-your-own-device alternative for cost comparison, but that option should be evaluated against potential differences in warranty coverage, device replacement, cellular administration, cybersecurity configuration, and accountability for system performance.

5.3.1. System Compatibility and Integration

The handheld device should be understood as the field component of a broader parking-management environment rather than as a stand-alone citation system. Montgomery County currently manages the parking-citation database, payment processing, and appeal administration for parking citations processed through its system, while appeals are adjudicated through the Maryland District Court. Accordingly, any system considered by the Town should be capable of transmitting citation records and supporting documentation to Montgomery County in the format and through the workflow required by the County.

The new enforcement platform should also remain compatible with the Town's existing virtual permit management system (VPMS). At a minimum, enforcement personnel should be able to determine from the handheld whether a vehicle has a valid Town permit by querying or receiving current permit records associated with the vehicle's license plate. Depending on the capabilities of the existing VPMS and the selected enforcement platform, this connection could be provided through a real-time application programming interface.

The Town should not assume that purchasing a handheld and software subscription automatically includes these connections. Citation-system and permit-system integration may require configuration, data mapping, interface development, testing, and coordination among the enforcement vendor, the Town's VPMS, and Montgomery County. Vendor proposals should therefore identify all one-time and recurring integration charges separately and describe any work or fees required from third parties.

5.3.2. Planning Level Costs

Disclaimer: *All costs presented in this section are planning-level benchmarks derived from publicly available municipal contracts and pricing schedules, not formal vendor quotations to the Town of Kensington.*

Recent municipal procurements indicate that Kensington should budget approximately $10,000 to $12,000 for the first year of a one-device implementation, followed by approximately $4,000 to $5,000 in annual recurring costs. This estimate includes the handheld and printer, software subscription, cellular connectivity, hardware coverage, system configuration, training, and initial supplies. Usage-based services (such as registered-owner lookups, delinquent notices, online payment processing, and collections) would be additional.

A recent, relevant benchmark is the City of Salisbury, Maryland's 2024 purchase of one T2/UPsafety enforcement handheld. Salisbury's UPsafety package[10] totaled $9,462 in the first year, with $3,828 in annual recurring subscription, data, and hardware-care costs, producing a three-year fixed cost of $17,118. The package included the handheld, mobile citation software, cellular service, hardware coverage, setup, training, and an initial supply of citation paper.

- First-year implementation, one device = $10,000 – $12,000
- Annual recurring cost = $4,000 – $5,000
- Three-year fixed cost = $19,000 – $22,000
- Transaction and processing charges = Additional $ *(based on usage)*

These figures should be treated as *planning-level allowances* only, rather than vendor quotes. Final pricing will depend on device configuration, software integrations, payment-processing arrangements, citation volume, warranty coverage, and the extent to which the Town retains citation administration in-house. If compatibility with Montgomery County or the Town's VPMS requires custom software development, third-party licensing, or substantial data conversion, those costs would be additional. The Town should therefore carry a separate integration contingency until both interfaces have been technically confirmed and priced.

5.3.3. Subscription Models

Generally, vendors offer one or more of these three types of pricing structures:

1. Device-based subscription: The municipality purchases the equipment and pays a recurring software fee for each active handheld. Public T2 pricing benchmarks range from $229 to $299 per device per month, depending on the number of third-party systems integrated with the platform.
2. Hardware-as-a-service: The handheld, printer, cellular plan, and warranty are bundled into a monthly payment. Passport's[11] cooperative pricing lists this option at approximately $205 per device per month (or $2,175 for the hardware alone) with a separate implementation fee of approximately $1,250.
3. Transaction-based pricing: The software cost is tied to citation activity. Passport's cooperative schedule lists $1.50 per citation issued when paid by the municipality or $3.50 per citation paid when charged to the violator.

The device-based subscription model is likely the most predictable option for Kensington, at this stage, because citation volume is modest and enforcement is intended to support compliance rather than generate revenue. Transaction-based pricing could appear less expensive initially, but costs would increase if the Town were to expand evening or weekend enforcement. A violator-paid model could reduce the Town's direct operating expense but would effectively add a convenience or processing charge to the underlying citation and should therefore be evaluated as a policy decision rather than solely as a procurement decision.

Additional Costs to Consider

[10] City of Salisbury, Department of Procurement, City Council Meeting 09/09/24, Parking Operations Bid Award to T2 Systems, Inc., https://salisbury.md/2024-city-council-agendas
[11] Omnia Partners, Passport Parking – Passport Enforcement and Digital Permits, https://www.omniapartners.com/suppliers/passport/contracts/158975

The Town should evaluate total cost of ownership rather than comparing vendors solely on the handheld purchase price or monthly license. Public pricing schedules demonstrate that several services may be billed separately. These include:

- Registered-owner lookups, including approximately $2.50 for certain out-of-state lookups
- Delinquent notices, approximately $1.00 per notice
- Online payment processing, potentially the greater of $3.00 per transaction or 4% of the citation payment
- Citation-processing services, which may be assessed per citation issued
- Credit-card and payment-gateway fees
- Paper, batteries, chargers, cases, and replacement accessories
- Collections services, commonly structured as a percentage of recovered revenue

5.3.4. Procurement Approach

Disclaimer: *Walker is vendor agnostic and does not endorse or recommend a specific technology provider through this study. Vendors, products, contract structures, and pricing examples identified in this section are presented solely as representative market references to illustrate available capabilities, procurement models, and planning-level costs.*

The Town should procure the technology as an integrated enforcement solution rather than as an isolated handheld purchase. The solicitation should require each proposer to demonstrate compatibility with Montgomery County's citation-processing requirements and the Town's existing virtual permit management system. Before issuing the solicitation, the Town should confirm the County's required data format, transmission procedure, citation-number controls, evidence requirements, and testing or certification process. The Town should also obtain the technical specifications and vendor contact information for its existing VPMS so that proposers can accurately price permit data integration.

Some of the details that the solicitation should require vendors to provide separate pricing for include, but are not limited to:

- One handheld, and an optional replacement or loaner unit
- Integrated and two-piece handheld/printer configurations
- Software licenses for field and administrative users
- Cellular connectivity and mobile-device management
- Setup, configuration, data conversion, and training
- Warranty, repair, replacement, and loaner-device coverage
- Permit-system, payment, and license plate recognition integrations
- Citation issuance, owner lookup, notice, portal, payment, and collection fees
- Minimum annual commitments and annual escalation provisions
- Data ownership, retention, export, cybersecurity, and termination assistance
- Compatibility with Montgomery County's citation-management and processing requirements
- Compatibility with the Town's existing VPMS, including the specific integration method

The selected platform should also support offline citation issuance, GPS and time-stamped photographs, electronic chalking, configurable violations and fines, permit verification, administrative reporting, and exportable

Town-owned data. Contemporary citation platforms from both T2 and Passport provide these core mobile and back-office functions, although integration requirements and service charges vary by contract.

Implementation should proceed as a focused operational pilot rather than a comprehensive technology overhaul. Beginning with one handheld would allow the Town to establish digital workflows, train staff, measure changes in productivity and compliance, and determine whether expanded evening and Saturday coverage warrants a second unit. This measured approach would modernize the Town's enforcement program while maintaining flexibility as parking regulations, permit administration, and broader curbside-management priorities evolve.

5.4. Curbside Management: Operational and Enforcement Improvements

Kensington's curbside conditions vary substantially by block, time of day, and adjacent land use. Phase 1 did not identify a uniform systemwide parking shortage; rather, it identified recurring pressure on selected commercial and residential segments, particularly during evening and Saturday periods. Several of these periods fall outside the Town's existing time-limit enforcement schedule.

The curbside strategy should therefore be targeted rather than uniform. Regulations should communicate the intended function of each block (short-stay customer parking, transitional parking, employee or long-stay parking, residential access, loading, or passenger pickup), and enforcement resources should focus on the locations and periods where noncompliance creates the greatest access, turnover, or safety impacts.

The curbside management recommendations below are organized into four related categories: posted time limits and enforcement; residential and business access; space designation, layout, and striping; and accessible on-street parking. Together, these categories address when and how curbside parking is regulated, whom it is intended to serve, how spaces are physically organized, and whether the public parking program provides equitable access for people with disabilities. The recommendations should be implemented as a coordinated program, recognizing that revised regulations will be most effective when supported by credible enforcement, consideration of residential and business access needs, clear signs and pavement markings, accessible routes, and defined monitoring periods. The accessibility recommendation calls for a block-level review of designated on-street parking under ADA Title II.

5.4.1. Posted Time Limits and Enforcement

This category addresses when parking is regulated, how long vehicles may remain, and how compliance is achieved. Recommendations include:

- Recalibrate Time Limits in the Commercial Core
  Convert selected four-hour spaces on Kensington Parkway and Fawcett Street[12] to two-hour parking to prioritize turnover and improve access for customers and other short-stay visitors. These locations experienced recurring high occupancy and longer stays, indicating that the existing four-hour limits may allow prime commercial-adjacent spaces to be occupied for too much of the day by the same vehicle. Retain four-hour limits on transitional segments where longer customer, visitor, or service-related stays remain appropriate.
- Standardize Posted Time Limit Hours.
  Consolidate the principal weekday time-limit window to a common 9:00 a.m. to 6:00 p.m. period, subject to staffing and final review of individual land-use needs. The Town's existing mixture of operating periods makes parking regulations more difficult to understand and enforce; greater standardization would simplify signs, reduce inadvertent violations, and extend active management into the beginning of the evening demand period.
- Adjust Enforcement Coverage.
  Adjust the parking enforcement officer's schedule, or supplement the existing position with limited part-time coverage, to provide enforcement through 6:00 p.m. The current schedule does not fully cover the late-afternoon and early-evening period when commercial-core demand begins to intensify, so posted regulations would be ineffective when turnover is most needed. Any schedule change should account for the officer's other code-enforcement responsibilities and should focus available hours on documented hotspots. Currently, the PEO's primary responsibilities (about 80% of their time) are dedicated to code enforcement[13]. The balance (20%) is reserved for parking enforcement.



- Evaluate the Possibility of Hiring a Part-Time PEO.
  The enforcement recommendations depend on labor allocation, which currently limits expanding hours or shifting enforcement due to general code enforcement responsibilities. However, the Town should consider hiring a part-time staff member who would allow the shift in enforcement hours or extend the enforcement period to specifically cover the identified hotspot locations across the evening peak (after 6 p.m.).
- Establish Consistent Patrols.
  Develop recurring patrol routes and minimum patrol frequencies for Kensington Parkway, Fawcett Street, Howard Avenue, Armory Avenue, Kent Street, and other documented hotspots. Consistent and visible enforcement is more likely to influence parking behavior than intermittent enforcement, while defined patrol expectations would help the Town evaluate whether limited staff resources are being directed to the highest-priority locations.

[12] Refer to Appendix 7.4 for a map showing these street segments.
[13] Including but not limited to reviewing any public nuisances/issues (high grass, weeds, trash, debris, illegal dumping), permit administration (including for building and commercial signs), issuing violations, public ROW oversight, and legal documentation (records, photos, etc.).

- Apply a Graduated Compliance Approach.
  Adopt a graduated approach that combines public education, courtesy warnings for appropriate first-time non-safety violations, standard fines for subsequent violations, and stronger consequences for repeat noncompliance. Safety-related violations (including blocked driveways, fire-access conflicts, sidewalk obstruction, and parking that impedes traffic) should remain subject to prompt enforcement. The purpose should be to improve compliance, access, turnover, and safety rather than maximize citation revenue.
- Monitor Performance.
  Track occupancy, length of stay, warnings, citations, repeat violations, and public complaints before and after implementing changes. A 90-day review would allow the Town to determine whether revised time limits and enforcement hours are improving turnover before making the changes permanent or expanding them to additional locations.

5.4.2. Residential and Business Access

- Modernize RPP Administration.
  Establish an annual or biennial renewal cycle for residential parking permits and require applicants to reconfirm their address, vehicle registration, license plate, and continued eligibility. Regular renewal would help remove expired, duplicate, or otherwise invalid permits and give the Town an accurate inventory of active permits, participating households, and the number of permits issued per household. RPP-designated parking represents a substantial portion of Kensington's curbside supply, making continued program maintenance important to effective parking management.
    - As part of this update, the Town should establish clear limits on the number and type of resident and visitor permits available to each household, procedures for temporary or replacement vehicles, and a consistent process for deactivating permits when residents move or vehicles are sold. A modest annual or biennial fee could offset permit administration, enforcement, and technology costs while providing a limited recurring revenue source; however, the fee should remain affordable and should primarily support program administration rather than function as a general revenue measure.
    - The Town should also review RPP zones periodically to determine whether their boundaries, operating hours, permit allocations, and restriction types continue to reflect current conditions. This would allow the program to respond to changes in residential demand, nearby business activity, commuter parking, and documented spillover instead of allowing zones to continue indefinitely without evaluation.
- Implement a Kent Street Strategy.
  Use a staged approach[14] to address Kent Street (west of Kensington Parkway) rather than immediately removing parking or imposing a new permit restriction. Portions of Kent Street are approximately 25.5 feet wide, and parking on both sides can reduce the remaining travel area to a constrained yield condition; the street also experiences evening spillover from nearby commercial activity. The process could include:

[14] Progression to each stage should depend on evidence that the previous measures did not adequately address the documented problem.

- Improve enforcement and alternatives: Extend enforcement coverage in the surrounding commercial area and actively promote the new public lot at 10415 Montgomery Avenue via new signage as an alternative for customers, visitors, and longer-stay users. Work with business owners to educate and encourage their employees to park in the new lot.
- Monitor conditions: Collect approximately 90 days of occupancy, length-of-stay, and resident-complaint data after the new lot and related parking wayfinding and signage information are in place.
    - Consider one-sided parking: If travel-width, emergency-access, or driveway-access concerns remain, evaluate prohibiting parking on one side of the most constrained segment.
    - Consider an RPP designation: If the primary issue is recurring nonresident evening or overnight spillover, consider an RPP-only or time-specific permit restriction through the Town's established petition, notice, and Council-review process.

- Add Pickup/Drop-Off Parking Space.

  Designate a 15-minute pickup/drop-off space on the Howard Avenue block serving Taco Don Perez, Antique Village, and nearby businesses. A clearly marked short-duration space would accommodate passenger pickup, takeout orders, and brief transactions that do not require a standard two-hour parking stay, while reducing double parking or informal stopping in the travel lane. The Town should monitor the space after installation to confirm that the location and operating hours match actual business needs. If successful, the same approach could be considered at other locations with recurring short-duration pickup activity.

  Figure 21: Proposed Pickup/Drop-Off Parking Space Location

- Communicate Regulatory Changes.

  Provide advance notice to affected residents and businesses before changing time limits, permit rules, pickup/drop-off spaces, or parking availability. Notices should explain the purpose of the change, effective date, enforcement approach, and nearby parking alternatives. Where appropriate, the Town could use a short warning period before issuing citations for newly adopted non-safety regulations.

5.4.3. Space Designation, Layout, and Striping

- **Evaluate Selective Space Striping.**
  Evaluate space demarcation on currently unmarked streets like Farragut Avenue and other locations where irregular parking leaves unusable gaps or reduces the practical curbside capacity. Striping can promote more orderly parking and clarify how many vehicles a block face is intended to accommodate, but it should be applied selectively rather than throughout the town. Before marking spaces, the town should verify available curb length, typical vehicle dimensions, driveways, fire hydrants, intersection setbacks, sight distance, accessible routes, and other clearance requirements. Striping should not be used where variable vehicle spacing currently allows the curb to function more efficiently or where formal stalls could imply parking in an otherwise unsuitable location (such as on Armory Ave next to Reinhardt Park).
- **Add an Accessible ADA Space in Lot 19.**
  Subject to design review, install a van accessible parking space in the Town-owned Lot 19 to improve access to nearby destinations and strengthen the geographic distribution of publicly accessible parking. The work should include more than pavement markings: the final design should confirm the required stall and access-aisle dimensions, vertical signage, surface condition, slope, curb-ramp connection, and continuous accessible route to the intended destination. The existing study found that accessible parking is concentrated in private off-street facilities, with relatively limited accessible supply on public streets.

5.4.4. Accessibility Self-Evaluation and Action Plan

Conduct an ADA Title II Self-Evaluation and Prepare an Accessibility Action Plan. The Town should first confirm whether it has a current ADA Title II self-evaluation and associated accessibility or transition-planning documentation and, as appropriate, update or complete that work. The evaluation should include a parking- and public-right-of-way-focused assessment of Town-owned and Town-managed parking facilities, designated on-street parking, curb ramps, sidewalks, crossings, signs, pavement markings, and accessible routes connecting parking spaces with the destinations they serve. It should also review applicable parking policies, procedures for requesting reasonable modifications, public-facing accessibility information, and methods for reporting accessibility concerns. Based on the evaluation, the Town should identify and prioritize appropriate policy, operational, maintenance, and physical-access improvements through an accessibility action plan, considering safety, user needs, implementation feasibility, and available resources.

5.5. Shared Parking Agreements

The Town should educate, advocate for, and facilitate shared parking agreements with private businesses, religious institutions, schools, and other property owners, beginning with one or two narrowly defined pilot agreements. Shared parking should be treated as a targeted strategy for the locations and periods of recurring pressure documented in Section 3. It is not a blanket conversion of private lots to public parking, and it does not replace better use of existing public facilities.

Shared parking arrangements generally take one of two forms:

1. **Operational sharing:** Short-term or renewable agreements that create supplemental employee, customer, event, or public parking.
2. **Zoning-reliant sharing:** Agreements used to satisfy a development's required parking. These typically require longer terms, governmental approval, recorded covenants or easements, successor obligations, and procedures for replacement parking if spaces are lost.

Operational sharing is the most appropriate initial model for Kensington for four reasons. First, it matches the problem the study documented: parking pressure is concentrated in specific locations and time periods rather than spread across the whole system, which calls for targeted relief. Second, the Town can negotiate operational agreements directly, whereas zoning-reliant sharing depends on Montgomery County's zoning and permitting authority – this adds complexity and time to develop and administer. Third, short-term or renewable agreements carry lower legal, financial, and administrative risk for both the Town and property owners, which suits a small municipality with limited staff and budget and allows the Town to test the approach before committing to it. Fourth, operational sharing makes better use of existing parking without new construction or paid parking, consistent with the community's priority of preserving Kensington's walkable, small-town character.

Shared parking can connect private parking that is underused but inaccessible to the public with periods of demonstrated need. It can reduce spillover onto residential streets, preserve convenient curb spaces for customers and short-stay visitors, and support events and local businesses. It can also reduce the cost and physical impact of building additional parking. The following sections describe candidate selection, recommended agreement provisions, and a pilot process.

5.5.1. Approach to Shared Parking Agreements

The Town should pursue shared parking as a negotiated public-private partnership. Private property owners have legitimate concerns regarding customer access, liability, insurance, security, maintenance, unauthorized use, and control of their property. The Town should therefore approach potential partners with a defined operating proposal and a menu of municipal support rather than only requesting that owners open their lots to the public.

To begin with, the first round of agreements should intentionally be limited. An employee-only or event-specific arrangement would create a smaller, more accountable user group than unrestricted public access and would directly support the Town’s goal of moving long-stay users away from high-demand commercial curb spaces. If the initial pilot performs well, the Town could add evening or weekend public access at selected locations.

Recommended operating models include:

- **Employee-only parking:** Designated spaces are available to participating business employees through permits, license-plate registration, or another credential. This preserves the most convenient commercial-core spaces for customers.
- **Event-only parking:** A lot is activated for specified events, such as the farmers market, concerts, festivals, or other predictable peak-demand periods.
- **Evening public parking:** A church, school, office, medical, or commercial lot opens after its principal operations end, such as after 5:30 p.m. on selected weekdays.
- **Weekend public parking**: A facility opens during defined weekend windows, excluding services, school activities, private events, or owner-designated periods.

- **Hybrid access:** Only an agreed number or section of spaces is shared, while the remainder stays reserved for the owner's tenants, customers, patients, staff, or congregants.

The Town should not initially pursue a paid-parking revenue-share model. The existing study data does not support system-wide paid parking, and a paid arrangement would add payment processing, enforcement, reconciliation, and customer-service requirements. Kensington can obtain many of the intended benefits through a simpler employee, event, or free after-hours pilot. A paid model could remain an optional long-term future tool for a high-demand facility if a participating owner requires a direct revenue incentive and the Town has first established the necessary enforcement and administrative capacity.

Shared parking is most appropriate where the owner's primary demand and the intended public or employee demand do not substantially overlap. St. Paul's United Methodist Church and Brookewood School on Mitchell Street, Lot 5 (owned by Jubilee Association of Maryland and shared with USPS and a Dental Office) on Kensington Parkway, and Safeway should be screened as potential weekday-evening or event partners because their parking patterns may complement evening commercial demand. These sites should be described as preliminary candidates only. Observed or assumed vacancy does not establish owner willingness, legal suitability, or operational feasibility.

5.5.1.1. Peer Community Examples

Shared parking agreements are already used by nearby communities to expand publicly available parking without constructing or acquiring an entirely new facility. In the City of Falls Church, privately owned parking capacity at the Kaiser Permanente Garage and George Mason Square Garage is made available for public use under defined conditions. These arrangements demonstrate how municipalities can use private garages with available capacity to supplement the public parking system, particularly when the private facility's primary demand occurs at different times than downtown visitor, restaurant, or event demand.

Figure 22: Old Town Plaza Deck Shared Parking Signage



Old Town Fairfax uses several variations of this approach. Approximately 100 spaces in the privately developed Old Town Plaza Deck are available for public use at all times, while the remainder of the garage is available to the public during nights and weekends. The City contributes to a garage maintenance fund but is not responsible for maintaining the facility. This arrangement provides public access to a substantial private parking resource while allocating facility maintenance responsibilities to the private operator.

Fairfax has also used direct license and lease agreements for surface parking. A license agreement for the approximately 60-space Bank of America lot provided public access between 6:00 p.m. and 6:00 a.m. for a monthly payment. A separate agreement with the Business Investment Group provides public access to an approximately 46-space lot, with 15 spaces reserved for private tenants during weekday business hours. That agreement established annual rent lump-sum payment and allowed the City to install signs, make minor improvements, and manage the publicly available portion of the property.

The Falls Church and Fairfax examples establish that shared parking is a practical municipal parking-management tool rather than a conceptual strategy. Kensington can adapt these models through facility-specific agreements

that clearly define the spaces and hours made available, the intended users, the responsibilities of each party, and any compensation or municipal improvements provided in exchange for public access.

5.5.2. Agreement Structure

Appendix 7.5 provides reference examples of shared-parking, parking-management, and joint-use arrangements used by peer municipalities and private property owners. These materials illustrate potential provisions addressing the number and location of spaces, access periods, eligible users, rates or compensation, maintenance, enforcement, signage, insurance, indemnification, monitoring, default, termination, and (when shared spaces support a development approval) long-term continuity and replacement-parking protections. The examples are provided solely as planning references and are not Town-approved contract forms. Any future agreement should be tailored to the intended operating model and reviewed by the Town Attorney, insurer, property owner, and other appropriate parties before execution.

Walker suggests including the following provisions for each agreement:

Table 14: Shared Parking Agreement Provisions

Provision	Recommended Kensington treatment
Premises	Attach a site plan identifying exact shared spaces, entrances, pedestrian routes, reserved areas, and any spaces excluded from public use.
Permitted users	Define whether access is public, employee-only, permit-only, event-only, or hybrid.
Access schedule	State exact days and hours, owner blackout periods, special-event procedures, and how temporary closures will be communicated.
Owner priority	Confirm that the owner's primary use takes precedence during specified periods and prohibit shared users from occupying reserved spaces.
Term	Begin with a six- to twelve-month pilot or a defined event/seasonal term; allow renewal only after performance review.
Provision	**Recommended Kensington treatment**
Termination	Include termination for convenience with reasonable notice, immediate suspension for safety or emergency conditions, and termination for uncured default.
Compensation	Specify fixed, seasonal, per-event, improvement-based, insurance-reimbursement, revenue-share, or hybrid consideration.
Improvements	Allocate responsibility for design, permits, signs, striping, lighting, access controls, pavement work, ADA improvements, and restoration at termination.
Maintenance	Assign pavement repair, landscaping, trash, snow and ice, lighting, drainage, and routine inspection duties.
Insurance	Establish coverage limits, additional-insured status, certificates, cancellation notice, and any reimbursement of incremental premiums.
Indemnification	Allocate risk to the party controlling the activity, subject to Maryland law, municipal authority, and review by each party's counsel and insurer.

Enforcement	Define who may issue citations, warnings, permits, or towing authorizations, and how owner-reserved areas will be protected.
Revenue	If parking is paid, define gross revenue, allowable deductions, processing fees, citation revenue, reporting, audit rights, and payment frequency.
Events	Establish notice, approval, insurance, cleanup, staffing, and lot-restoration requirements for special-event use.
Performance	Require periodic reports on use, complaints, incidents, costs, enforcement, and owner satisfaction.
Assignment and sale	State whether the agreement binds successors, may be assigned, or must be recorded when long-term access is essential.
Funding	Include a non-appropriation clause if Town payments extend beyond the current fiscal year.

5.5.3. Compensation Options

Kensington should offer a flexible package based on the value of the spaces, hours of access, owner concerns, and Town responsibilities. Compensation does not need to be limited to market-rate rent. Some potential compensation structures include, but are not limited to:

- A fixed annual, seasonal, or monthly license payment for a defined number of spaces and access hours.
- A per-event payment for scheduled community events.
- Town-funded striping, signs, lighting, pavement repair, landscaping, ADA improvements, or access-control work.
- Reimbursement of documented incremental insurance premiums.
- Town-provided patrol, permit administration, event-day staffing, trash removal, or snow and ice coordination.
- A hybrid arrangement combining modest rent with specific improvements or services.
- A future revenue-share arrangement if paid parking is introduced at that facility.

5.5.4. Risk Allocation

Liability should be addressed directly and early because it is often the primary owner concern. The Town should ask its insurer to prepare standard coverage specifications and determine whether the Town can name the property owner as an additional insured, reimburse incremental premiums, or extend municipal coverage to defined public activities. Each agreement should then be reviewed by Town counsel, the owner's counsel, and both insurance carriers before execution.

Insurance limits, indemnification authority, governmental immunity, and responsibility for public users must be tailored to Maryland law and the Town's actual insurance program. Operational duties should align with risk: the party responsible for snow removal, pavement defects, lighting, security, or enforcement should also have clear inspection, notice, cure, and incident-reporting obligations.

5.5.5. Administration

Private owners should not be expected to become public parking operators. The Town should designate a single staff contact to administer the program, maintain current schedules, coordinate with owners, update maps and signs, communicate closures, and resolve operating issues.

Signs should use the same Town parking identity recommended elsewhere in this plan and state, at minimum, who may park, applicable days and hours, whether a permit or payment is required, prohibited periods, and enforcement or towing conditions. Comparable studies emphasize consistent signs and public information because a lot that is public only during certain periods can otherwise create confusion and discourage use.

5.5.6. Pilot Program

The Town should implement the recommendation in seven steps:

1. Screen candidate sites: Leverage this report to review ownership, available spaces, complementary demand, schedules, and confirm walking routes, lighting, accessibility, lot condition, and owner interest.
2. Select one or two partners: Prioritize reasonable walking access to Kensington Parkway, Howard Avenue, Fawcett Street, Mitchell Street, or farmers' market activity areas.
3. Choose a narrow use: Begin with employee-only weekday-evening parking or overflow parking for specified events.
4. Prepare a standard package: Develop a model license, site-plan exhibit, insurance requirements, sign standard, operating checklist, and incident-reporting form.
5. Offer defined consideration: Identify the Town's financial payment, improvement, insurance support, signage, maintenance, or operational services.
6. Operate for six to twelve months: Use a pilot term with clear closure, termination, and renewal rights.
7. Measure and decide: Renew, revise, expand, or discontinue based on observed results rather than assumed benefit.

Pilot performance measures should include utilization of the shared spaces, changes in occupancy and length of stay on nearby hotspot blocks, number of participating employees or event users, complaints, towing or enforcement activity, incidents or claims, Town operating cost, owner satisfaction, and user understanding. Monitoring should include before-and-after observations of Kensington Parkway, Fawcett Street, Howard Avenue, Armory Avenue, and other blocks the pilot is intended to relieve.

Shared Parking Agreement Recommendation Overview

Shared parking should be advanced as an ongoing, pilot-first supporting strategy. In the near term, the Town should complete candidate screening, consult its insurer and counsel, prepare a standard agreement package, and approach one or two potential partners with an employee-focused or event-specific proposal. During the first one to three years, the Town can evaluate evening or weekend public access and pursue additional agreements only where pilot results demonstrate measurable benefit.

The Town should also coordinate with Montgomery County on an owner-initiated pathway for after-hours secondary parking use if zoning or use-classification questions create barriers. Such a pathway could allow

qualifying owners to offer public, employee, visitor, or event parking during periods when their primary use is closed, while retaining site-specific review for access, safety, lighting, signage, and neighborhood impacts.

5.6. Employee and Long-Stay Parking

Employees, commuters, and other long-stay users can reduce parking availability when they occupy convenient curb spaces intended to support customer access and regular turnover. Kensington's license-plate observations found relatively long stays and time-limit exceedances on portions of Fawcett Street and Kensington Parkway, although the data does not conclusively identify individual vehicles as employee parking. Accordingly, the Town should begin with voluntary employer coordination rather than a formal employee permit or paid-parking program.

The Town should work with commercial-core businesses to direct employees toward appropriate long-stay locations, including the new public lot at 10415 Montgomery Avenue, other peripheral public parking where permitted, and future employee-focused shared-parking facilities. Shared parking agreements would provide some of these destinations, while employer outreach would ensure that employees understand and use them.

Recommended actions include:

- Prepare a one-page employer parking guide identifying appropriate long-stay locations, operating hours, restrictions, and walking routes.
- Ask employers along Howard Avenue, Fawcett Street, and Kensington Parkway to communicate parking expectations during employee onboarding and periodically thereafter.
- Discourage employees and business owners from occupying the most convenient customer-facing curb spaces during business hours.
- Incorporate employee-only parking into suitable shared-parking pilots.
- Evaluate 10415 Montgomery Avenue as a principal employee and long-stay destination after the lot opens, while retaining sufficient flexibility for customers, visitors, accessible parking, and other public users.
- Reassess occupancy and length of stay on Fawcett Street and Kensington Parkway approximately 90 days after outreach, wayfinding, and new parking options are implemented.

A separate employee permit, fee, or mandatory assignment program is not recommended initially. If voluntary coordination, shared parking, improved wayfinding, calibrated time limits, and consistent enforcement do not improve turnover, the Town could later consider a more formal employee-parking program based on documented participation and observed demand.

06

Implementation Plan

6. Implementation Plan

Walker developed near-, mid-, and long-term recommendations for parking in Kensington. When considering implementing these recommendations, it is important to recognize that policy decisions and investments made today will last for decades. Therefore, those decisions should consider how people will get around in the future and be flexible to adapt as travel behavior changes by implementing mobility options that do not involve driving and parking. Recommendations are categorized along the following time periods:

- Near-Term: Strategies that can be implemented in the next 12 months.
- Mid-Term: Strategies and infrastructure that can be implemented within one to three years.
- Long-Term: Strategies and infrastructure that may require more than three years to implement.

Each solution recommendation also includes estimates of the following factors:

- Cost & Staffing[15]: Estimated cost to implement. Unless otherwise stated, we assume town staff may absorb any required tasks within their existing roles.
- Technology: Whether there is a need to use existing technology or invest in new technology.
- Revenue Impacts: Potential changes in gross revenue, operating expense, or cost recovery. Increased collections do not necessarily produce a net fiscal benefit.
- Feasibility: Low, medium, or high rating based on the level of town control over the solution implementation and the estimated ease of implementation.

[15] Cost allowances are preliminary, are not vendor quotations or appropriate budgets, and require scope confirmation. Related rows may overlap and should not be summed without reconciliation.

Table 15: Implementation Plan Matrix

Recommendation	Implementation Timeframe	Cost & Staffing	Technology	Revenue Impact	Feasibility
Communication, Marketing, Wayfinding, and Signage					
Inventory Existing Signage and Take Appropriate Action	Near-Term	Existing staff; replacement and installation costs vary by inventory findings.	Existing GIS, sign inventory, or spreadsheet tools.	None.	**High**
Develop a Unified Town Public-Parking Brand and Sign Family, and Install Facility-Identification and Directional Signs	Near- to Mid-Term	Signage design/wayfinding consultant and fabrication/installation; planning allowance **$20,000-$60,000** for a focused program, subject to final sign count, design, and permitting.	None beyond standard sign design and asset files.	None directly; may improve use of existing public supply and support commercial activity.	**Medium**
Update the Town Website and Online Parking Map	Near-Term	Existing staff if updated in-house; otherwise, web/GIS consultant allowance **$2,500-$10,000.**	Existing website and GIS/map platform.	None.	**High**
Tag and Maintain Public Parking Facilities on Navigation Platforms	Near-Term; Ongoing updates	Existing staff.	Existing technology.	None.	**High**
Develop Event-Specific Parking Plans and Temporary Communication Method	Near-Term; Ongoing	Existing staff; temporary signs and printed materials approximately **$1,000-$5,000** initially.	Existing website, email, social media, mapping tools, and flyers or letters.	None directly; may support event and business activity.	**High**
Develop and Launch an Ongoing Parking-Related Communications and Marketing Campaign	Near-Term; Ongoing	Existing staff; minor printing and design costs.	Existing website, email, and social media.	None.	**High**
Monitor Town Hall and Other Promoted Public Lots	Near-Term; Ongoing	Existing staff or limited consultant/data-collection support.	Existing GIS/spreadsheet tools; digital handheld could support observations.	None.	**High**
Technology and Enforcement Operations					
Procure Citation Equipment and Software	Near-Term	Planning allowance **$10,000-$12,000 in Year 1**, then **$4,000-$5,000 annually**; existing staff for procurement, training, and administration.	New handheld and cloud citation-management system (must integrate with Town permit records and Maryland/Montgomery County processing requirements).	Potential increase in citation collections and reduced administrative effort; primary purpose is compliance and efficiency.	**High**
Confirm CMS Compatibility with VPMS	Near-Term	Existing staff, vendor demonstrations, IT/legal review; included in procurement effort.	System integration and secure data exchange.	None directly; avoids duplicate systems and future integration costs.	**Medium** (pending integration confirmation)
Establish Standard Updated Virtual/Digital Citation Process	Near-Term	Existing staff plus vendor training; may require short-term administrative setup.	New citation-management system.	Potential minor increase from improved collection accuracy; administrative savings possible.	**High**
Prepare for Mobile/Paid-Parking Technology (Defer Procurement Until Lower-Cost Measures Are Evaluated)	Long-Term (Contingent)	Existing staff for periodic market review; vendor memorandum **$5,000-$15,000** only if performance triggers are not met.	No immediate investment; future mobile payment and enforcement integration.	None near-term; future revenue possible if a targeted program is authorized.	**High** for deferral; **Medium** for future deployment
Curbside Management and Enforcement					
Reduce Four-Hour Limits to Two Hours in the Kensington Parkway/Fawcett Street Area	Near-Term	Existing staff; ordinance/resolution review and replacement regulatory signs approximately **$2,000-$7,500** depending on final sign count.	Existing tools; digital handheld supports enforcement.	Potential minor increase in citation revenue; intended impact is turnover and customer access.	**High**
Standardize Commercial Time-Limit Hours on a Common Weekday Schedule	Near-Term	Existing staff; legal review and sign replacement approximately **$3,000-$10,000.**	Existing tools; new handheld recommended.	Potential minor increase in citation revenue.	**Medium to High**

Recommendation	Implementation Timeframe	Cost & Staffing	Technology	Revenue Impact	Feasibility
Enforce Parking Violations more Consistently (with Warnings for First-Time Non-Safety Violations)	Near-Term; Ongoing	Existing staff.	Digital citation system for warnings and repeat-offender history.	Potential citation increase; may decline over time as compliance improves.	**High**
Adopt a Graduated Fine Schedule That Escalates for Repeat Offenders	Mid-Term	Existing staff and Town Attorney; public process and software configuration.	Citation software must support violation history and graduated penalties.	Potential increase in citation revenue from repeat violations; not a primary funding strategy.	**Medium**
Shift Code Enforcement Officer Hours to 9:00 a.m. to 6:00 p.m. and Prioritize Key Commercial Streets	Near-Term	Existing staff if responsibilities can be rescheduled; otherwise part-time/secondary enforcement coverage and associated wages/benefits.	Digital handheld recommended.	Potential increase in citation revenue; goal is compliance, turnover, and safety.	**Medium**
Evaluate Limited Part-Time or Supplemental Parking Enforcement Coverage	Near- to Mid-Term; *contingent on above*	Town staff to evaluate workload and budget; recurring wages and associated employment costs if authorized.	Digital handheld recommended.	Potential citation collections (decision should be based on compliance/coverage, not revenue).	**Medium**
Add 15-Minute Pickup/Drop-Off Spaces on Howard Avenue	Near-Term	Existing staff; sign, post, and pavement-marking cost approximately **$500-$2,000 per space.**	None.	Potential minor citation revenue; may remove one general parking space.	**High**
Modernize Residential Permit Parking Administration Process	Near- to Mid-Term	Existing staff and Town Attorney; public communication and potential system configuration.	Existing permit system, subject to compatibility with the new citation platform.	Potential modest permit revenue to offset administration.	**Medium**
Implement a Staged Kent Street Intervention with 90-Day Monitoring	Near- to Mid-Term (Contingent)	Existing staff for monitoring and outreach; sign/striping costs vary if later stages are triggered.	Digital observations and GIS/spreadsheet analysis.	None; one-side parking could reduce curb capacity.	**Medium**
Stripe Unmarked Curb Spaces Where Engineering Review Supports It	Mid-Term	Existing staff plus traffic/engineering review; approximately **$100-$300 per marked space**, depending on mobilization and pavement condition.	None.	None.	**Medium**
Upgrade Accessible Parking in Town Lot 19	Near- to Mid-Term	Engineering/ADA review and construction; approximately **$3,000-$15,000 per space** depending on grading, and curb-ramp.	None.	None.	**Medium to High**
Complete a Parking-Focused ADA Title II Self-Assessment	Near-Term	Town staff with an accessibility consultant; fee to be established based on whether the scope is limited to parking or incorporated into a broader Town-wide ADA self-evaluation (**$25,000-$100,000**).	Existing GIS and field-inventory tools; no specialized parking technology required.	None.	**High**
Shared Parking and Partnerships					
Conduct Outreach and Screen Potential Shared-Parking Sites	Near-Term	Existing staff; optional legal/parking consultant support.	Existing mapping and occupancy data.	None; may defer the cost of constructing or acquiring parking.	**Medium**
Develop a Standard Shared-Parking Agreement Package	Near-Term	Town Attorney, risk manager/insurance carrier, and existing staff; planning allowance **$5,000-$15,000** for a reusable package.	None.	None directly; creates basis for future revenue-sharing if desired.	**Medium**
Launch a 6-12 Month Employee or Event Shared-Parking Pilot	Mid-Term	Existing staff plus owner compensation or Town support; allowance **$5,000-$25,000 per pilot annually**, highly dependent on insurance, maintenance, signs, security, and number of spaces.	Existing mapping/signage; permit or plate list optional.	Potential shared-parking revenue if priced; more importantly, deferred capital cost and reduced spillover.	**Low to Medium**
Explore After-Hours Shared Use of Private Lots with Montgomery County	Mid- to Long-Term	Existing staff, Town Attorney, and Montgomery County coordination.	None.	None directly; may defer public parking capital costs.	**Low**
Manage and Annually Review Shared-Parking Partnerships	Ongoing	Designated Town staff point of contact; possible annual insurance, maintenance, or compensation costs.	Existing mapping and communication tools.	Variable; deferred capital cost is the principal benefit.	**Medium**

Recommendation	Implementation Timeframe	Cost & Staffing	Technology	Revenue Impact	Feasibility
Employee and Long-Stay Parking Coordination					
Publish an Employer (Employee) Parking Guide	Near-Term	Existing staff; minor design/printing cost under **$2,500.**	Existing website, map, and communication tools.	None.	**High**
Integrate the 10415 Montgomery Avenue Lot into Employee Parking Program	Near-Term following opening	Included within planned lot operations; existing staff for policy, signs, and communication.	Existing mapping; future EV equipment as separately funded.	None directly; may improve commercial-core turnover.	**High**
Engage Employers to Keep Staff Out of Customer Curb Spaces	Near-Term; Ongoing	Existing staff and business coordination.	None.	None.	**Medium to High**
Re-Measure Core Parking Conditions 90 Days After Employer Outreach and New Lot is Online	Near-Term (repeat as needed)	Existing staff or limited consultant field data collection, approximately **$3,000-$10,000** if outsourced.	Digital handheld or spreadsheet/GIS tools.	None.	**High**
Consider an Employee Permit Program Only If Voluntary Measures Fall Short	Long-Term (Contingent)	Existing staff plus program design, outreach, legal review, and potential vendor configuration.	Existing permit platform or expansion.	Potential modest permit revenue.	**Medium**
Performance Monitoring and Adaptive Management					
Establish Baseline Metrics and an Implementation Dashboard	Near-Term	Existing staff; quarterly updates.	Existing spreadsheet/GIS initially; citation-system reporting after procurement.	None; supports better allocation of staff and capital.	**High**
Report Progress to the Task Force, Council, Businesses, and Residents	Near-Term; Ongoing	Existing staff; annual or semiannual reporting.	Existing website and reporting tools.	None.	**High**
Reassess the Parking System Against the 2026 Baseline	Long-Term	Existing staff or consultant update; planning allowance **$20,000-$50,000** depending on collection scope.	Existing GIS/database and citation reports.	None; may avoid unnecessary capital investment.	**High**
Consider Targeted Paid Parking Only If Core Streets Still Miss Targets	Long-Term (Contingent)	Consultant/vendor feasibility study and public engagement; technology and operating costs would be established separately.	New mobile-payment/payment-processing integration only if authorized.	Potential parking revenue, offset by vendor, transaction, enforcement, and customer-service costs.	**Medium**
Evaluate Initial Management Changes After a 90-Day Pilot Period	Near-Term; *After implementation of other changes**	Existing staff or limited consultant data collection. Combine observations where practical.	Citation reports, GIS, spreadsheets, and field observations.	None.	**High**

*Time-limit, enforcement, wayfinding, and employee parking.

07

Appendices

7. Appendices

7.1. Parking Hotspots Deep Dive

This section of the report looks at specific on-street segments and off-street "hot-spots": areas which recorded elevated parking occupancy levels at or above 85% on the Wednesday and Saturday data collection days. This threshold is when parking utilization approaches effective capacity, indicating that the system is operating near the upper end of efficient occupancy. At this level, available spaces remain present, but the supply begins to *appear* full to users, and the likelihood of circling, delayed space turnover, and perceived shortage increases. The hotspot analysis draws directly from the occupancy data presented in Section 3 but shifts the focus from system-wide patterns to the specific locations where demand concentrates, which is where management strategies may be able to have the most direct impact.

7.1.1. Wednesday Afternoon Hot Spot Locations

Figure 23: Wednesday Afternoon Hot Spot Locations



Figure 24 and Table 16 identify 24 locations that reached or exceeded 85% occupancy during the Wednesday afternoon observation period. On-street, hotspots were concentrated along two distinct corridors: Fawcett Street and Howard Avenue in the commercial core, and Concord and Dupont Avenues on the north side of the tracks near Metropolitan Avenue. On Fawcett Street, both the northbound and southbound segments adjacent to the commercial storefronts (IDs 1, 2, and 97) reached 100% occupancy[16], consistent with the high weekday afternoon demand associated with retail, restaurant, and business activity along that corridor. Howard Avenue eastbound segments (IDs 41, 43, and 44) were also fully occupied, reflecting strong lunchtime and early afternoon demand near the restaurant and retail cluster. The Concord and Dupont segments at 100% are smaller in absolute terms but notable given their location on the less-trafficked north side, likely associated with proximity to the 10605 and 10613 Concord Street office buildings, Valvoline Instant Oil Change, and Capital One Bank.

Table 16: Wednesday Afternoon Hot Spot Occupancy Data

Type	ID	Name	Supply	Count	% Occupied
Lot	6	Compass Art Center & Dental Office Building	17	18	106%[17]
Street	1	Fawcett SB	15	15	100%
Street	2	Fawcett NB	9	9	100%
Street	36	Kensington NB	1	1	100%
Street	38	Kensington NB	1	1	100%
Street	41	Howard EB	1	1	100%
Street	43	Howard EB	7	7	100%
Street	44	Howard EB	7	7	100%
Street	74	Concord SB	2	2	100%
Street	75	Concord SB	3	3	100%
Street	93	Dupont EB	3	3	100%
Street	94	Dupont EB	2	2	100%
Street	97	Fawcett SB	3	3	100%
Lot	11	District Café Mizell Station Lot	9	9	100%
Lot	56	Hibachi Rear	4	4	100%
Lot	60	Frankly Pizza	4	4	100%
Lot	10	MTA (Northside)	52	49	94%
Lot	12	10500 Metropolitan Ave	23	21	91%
Lot	9	MTA	34	31	91%
Lot	51	Kensington Shopping Center	106	96	91%
Street	59	Metropolitan EB	10	9	90%
Lot	16	Trick Trucks	8	7	88%
Lot	39	10425 Fawcett	8	7	88%
Lot	43	Jubilee	31	27	87%

Off-street, the Wednesday afternoon hotspot list is dominated by commuter-serving and commercial facilities. The MTA Northside carpark (Lot 10) reached 94%, consistent with its function as a primary commuter lot during

[16] 100% occupancy on a one- or two-space segment represents limited absolute demand, even though it meets the percentage threshold.
[17] This overcapacity percentage was due to informal parking, with one vehicle parked in a non-striped space.

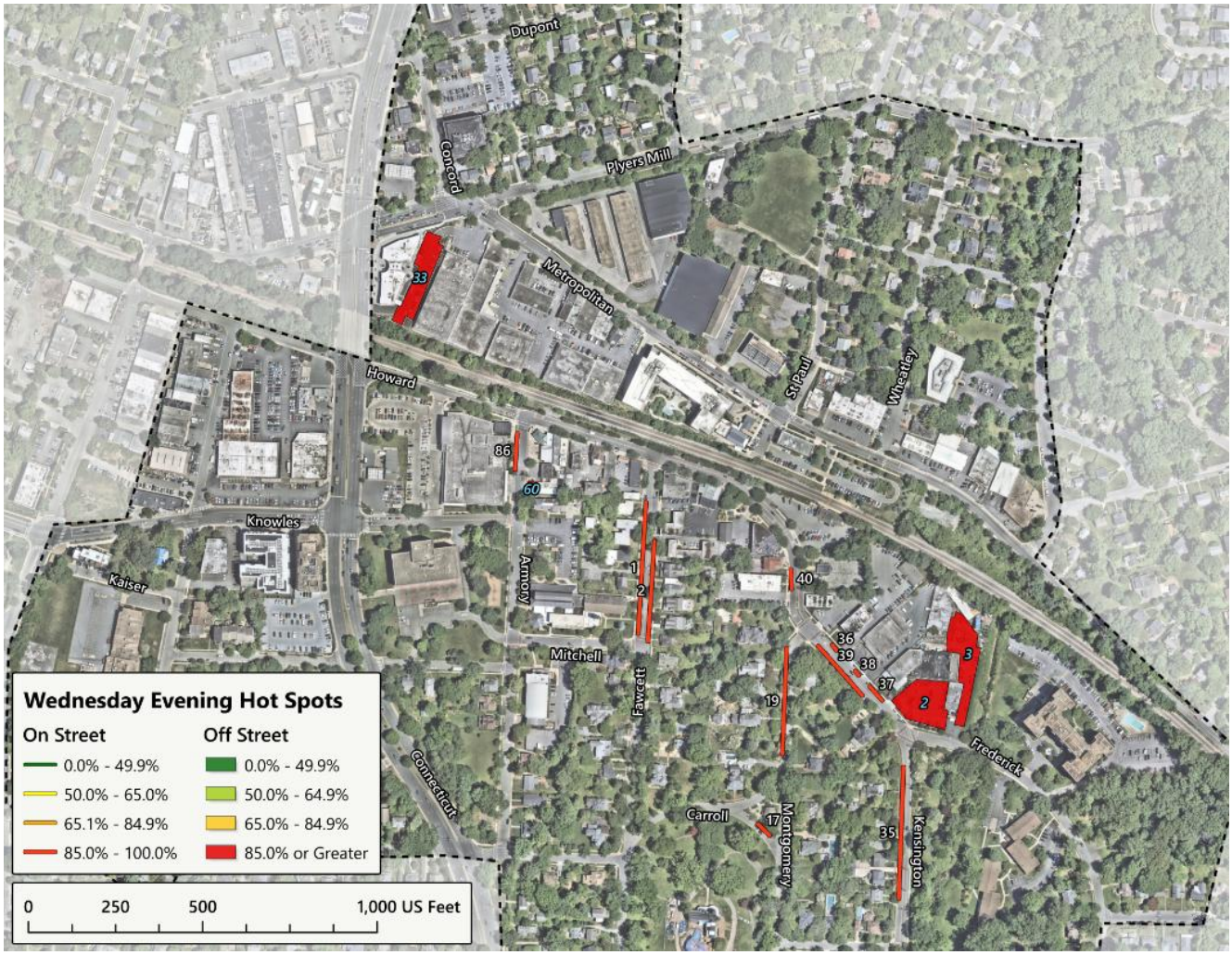
weekday business hours. The MTA south lot (Lot 9) reached 91%, as did the Kensington Shopping Center (Lot 51), which represent the two largest individual concentrations of high-demand off-street parking in the study area. The Compass Art Center and Dental building lot (Lot 6, 17 spaces) reached 106%, indicating overflow beyond its designated capacity. Several smaller commercial lots, including District Café Mizell Station (Lot 11), Frankly Pizza (Lot 60), and Jubilee (Lot 43), also reached or exceeded 85%. The Metropolitan Avenue on-street segment (ID 59) at 90% further reinforces the elevated midday demand in that corridor.

7.1.2. Wednesday Evening Hot Spot Locations

By the Wednesday evening observation, the hotspot composition shifts significantly. Figure 25 and Table 17 show 15 locations at or above 85%, compared to 24 in the afternoon, but the locations that remain constrained, and those that newly appear, reveal the distinct character of evening demand in Kensington.

Off-street, the afternoon's commuter-dominated hotspots largely disappear, replaced by a new set of evening-commercial destinations. The Johnson’s Shopping Center lots (IDs 2 and 3, respectively) rose to 95% and 89%, and the Kensington Crossing lot (ID33) reached 95% – consistent with restaurant and evening retail activity, including Baby Cat Brewery, Marathon Deli, and Buffalo Wild Wings. Frankly Pizza's dedicated lot (ID60) remained at 100%. By contrast, the MTA commuter facilities, the Kensington Shopping Center lots, and most other private commercial lots fell well below the hotspot threshold as daytime users departed.

Figure 24: Wednesday Evening Hot Spot Locations



On-street, the evening hotspot pattern is concentrated almost entirely on Kensington Parkway and its immediate environment. Kensington Parkway northbound segments (IDs 35, 36, 37, and 38) collectively reached 100% occupancy, representing 19 spaces that are posted with either 2-hour or 4-hour limits, all of which are outside their enforcement window by the evening observation period. Montgomery Avenue northbound (ID19, 15 spaces) also reached full occupancy, as did Armory Street southbound (ID86) and Carroll (ID17). The continued presence of Fawcett Street northbound (ID2) at 89% and southbound (ID1) at 87% indicates that Fawcett remains under pressure into the evening, even as it drops slightly below its afternoon peak.

The evening pattern illustrates a structural challenge: the corridors experiencing the greatest on-street pressure in the evening are precisely those where time-limit enforcement is absent after 5:30 p.m. The Kensington Parkway cluster in particular (posted but unenforced) absorbs demand from both the Baby Cat Brewery cluster, Johnson's Shopping Center, as well as surrounding residential demand, creating a concentration of long-staying vehicles on the most proximate and convenient residential-adjacent block-faces.

Table 17: Wednesday Evening Hot Spot Occupancy Data

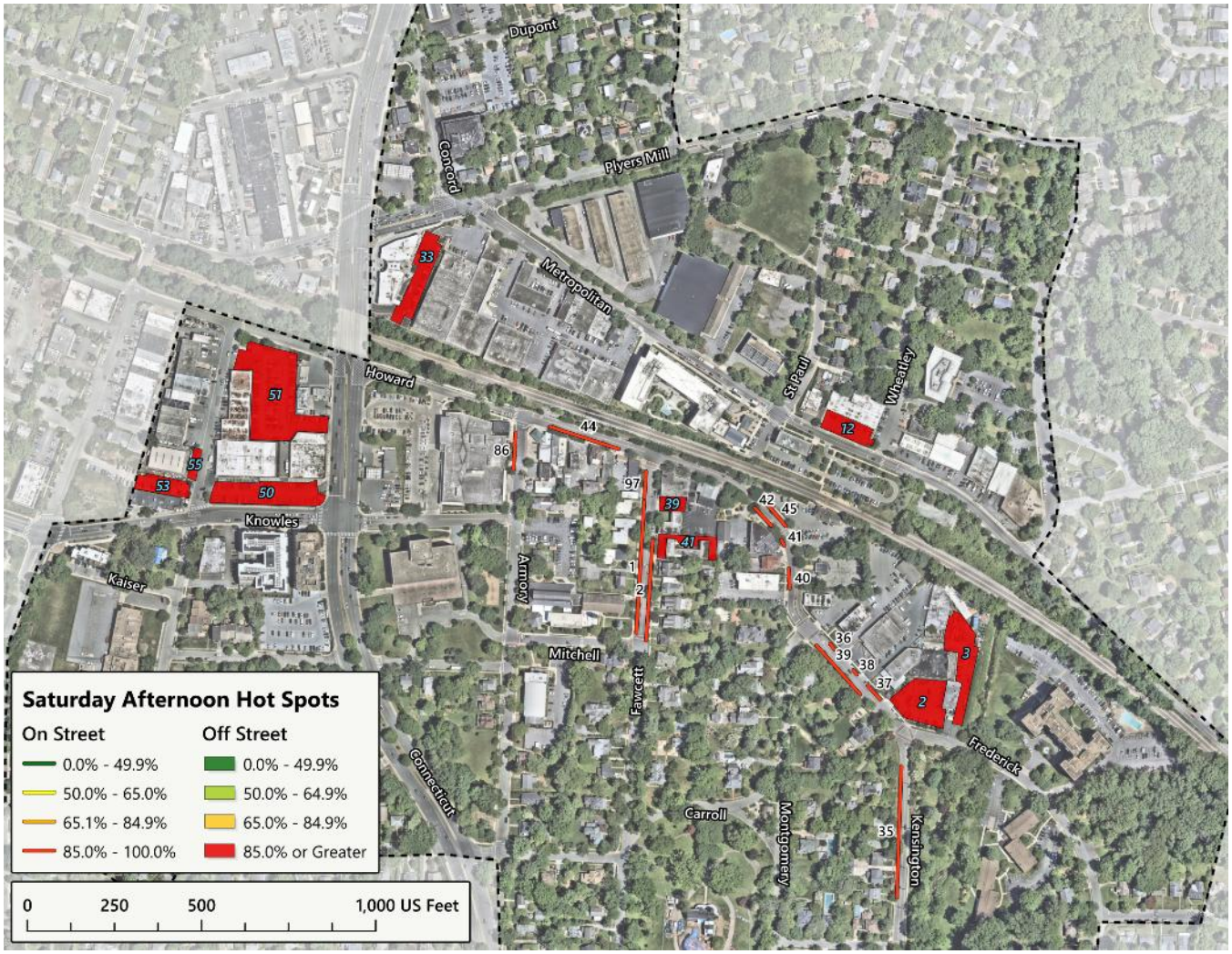
Type	ID	Name	Supply	Count	% Occupied
Street	17	Carroll	2	2	100%
Street	19	Montgomery NB	15	15	100%
Street	35	Kensington NB	14	14	100%
Street	36	Kensington NB	1	1	100%
Street	37	Kensington NB	3	3	100%
Street	38	Kensington NB	1	1	100%
Street	40	Howard EB	3	3	100%
Street	86	Armory SB	6	6	100%
Lot	60	Frankly Pizza	4	4	100%
Lot	2	10307 Kensington Pkwy Front / Mixed Business	40	38	95%
Lot	33	Kensington Crossing	40	38	95%
Lot	3	10307 Kensington Pkwy Rear / Mixed Business	38	34	89%
Street	2	Fawcett NB	9	8	89%
Street	39	Kensington SB	9	8	89%
Street	1	Fawcett SB	15	13	87%

7.1.3. Saturday Afternoon Hot Spot Locations

Saturday afternoon produces the largest hotspot count across all four observation periods. Figure 26 and Table 18 identify 24 locations at or above 85% occupancy, matching the Wednesday afternoon total in number but meaningfully different in geographic distribution and intensity.

On-street, the Saturday afternoon hotspot map shows pressure across nearly the full Howard Avenue commercial corridor, from Armory Street through the Howard-Fawcett intersection: segment IDs 40, 41, 42, 44, and 45 all reached 100%, while Fawcett segments (IDs 1, 2, and 97) and Kensington Parkway segments (IDs 35–39) did the same. Armory Street southbound (ID86) reached 100% as well. The breadth of this pattern, covering on-street segments across multiple corridors simultaneously, reflects Saturday's character as the Town's peak concurrent-demand condition, with retail, restaurant, farmers market, and recreational activity all generating parking demand at the same time.

Figure 25: Saturday Afternoon Hot Spot Locations



Off-street, Saturday afternoon hotspots are concentrated in the commercial lots of the core and the Kensington Parkway cluster. The Kensington Shopping Center lots (IDs 50 and 51) reached 98% and 99%, and the Johnson's Shopping Center front and rear lots (IDs 2 and 3) reached 98% and 103%, respectively. Kensington Crossing (ID33) reached 90%. Several smaller commercial lots also appeared on the Saturday afternoon list that were absent on Wednesday afternoon, including Strosniders Ace Hardware (ID55), Knowles Station (ID53), and 10411 Fawcett (ID41) – all at 86% or above. This suggests that Saturday demand activates a broader set of commercial destinations beyond the primary evening-demand generators. The 10500 Metropolitan Avenue lot (ID12) at 87% further indicates elevated north-side demand, consistent with weekend shopping and dining activity at the Kensington Crossing complex.

Table 18: Saturday Afternoon Hot Spot Occupancy Data

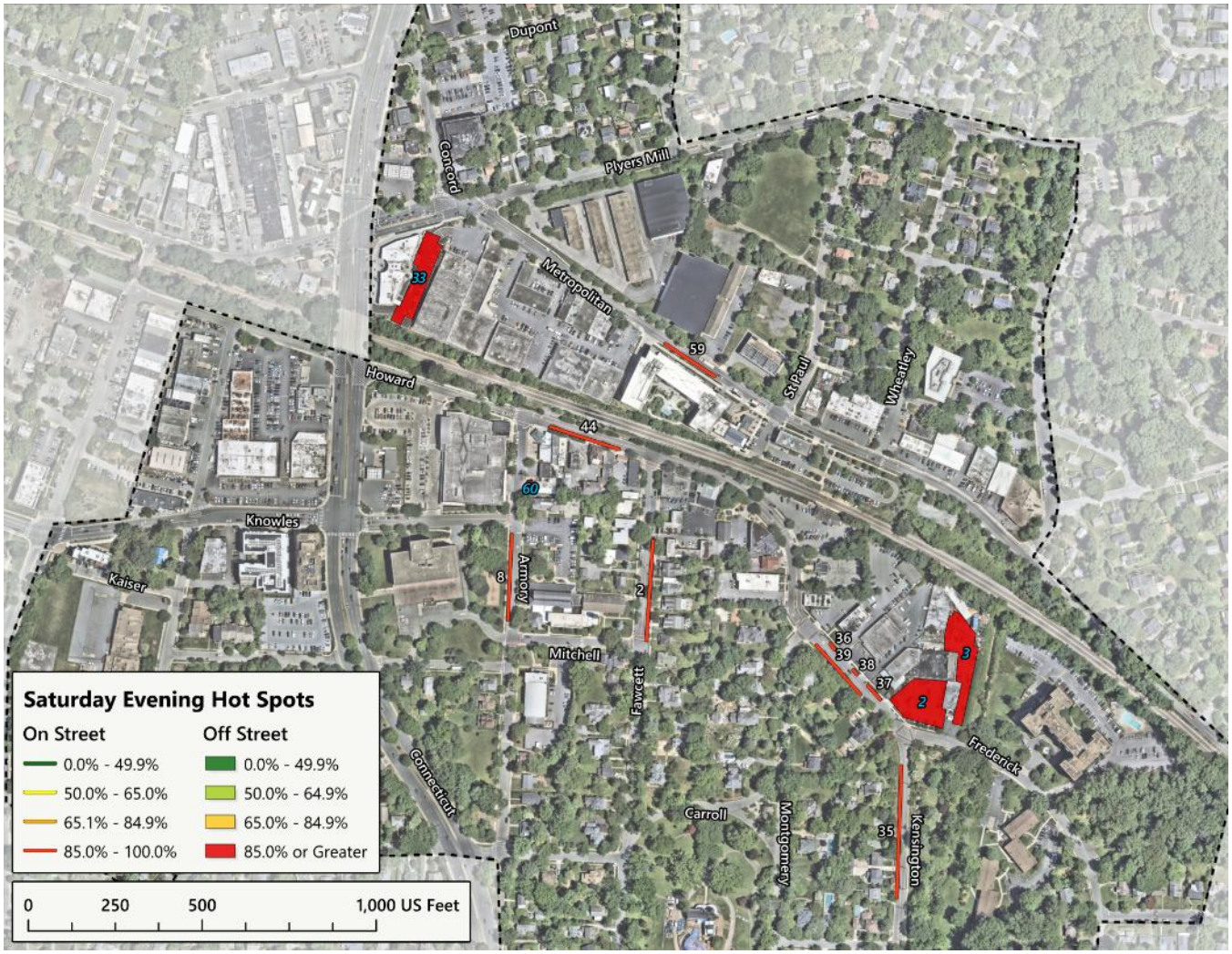
Type	ID	Name	Supply	Count	Occupancy %
Lot	3	10307 Kensington Pkwy Rear / Mixed Business	38	39	103%
Street	1	Fawcett SB	15	15	100%
Street	2	Fawcett NB	9	9	100%
Street	35	Kensington NB	14	14	100%
Street	36	Kensington NB	1	1	100%
Street	37	Kensington NB	3	3	100%
Street	38	Kensington NB	1	1	100%
Street	39	Kensington SB	9	9	100%
Street	40	Howard EB	3	3	100%
Street	41	Howard EB	1	1	100%
Street	42	Howard EB	3	3	100%
Street	44	Howard EB	7	7	100%
Street	45	Howard WB	5	5	100%
Street	86	Armory SB	6	6	100%
Street	97	Fawcett SB	3	3	100%
Lot	51	Kensington Shopping Center	106	105	99%
Lot	50	Kensington Shopping Center	51	50	98%
Lot	2	10307 Kensington Pkwy Front / Mixed Business	40	39	98%
Lot	33	Kensington Crossing	40	36	90%
Lot	39	10425 Fawcett	8	7	88%
Lot	55	Strosniders Ace Hardware	8	7	88%
Lot	12	10500 Metropolitan Ave	23	20	87%
Lot	53	Knowles Station	23	20	87%
Lot	41	10411 Fawcett	7	6	86%

7.1.4. Saturday Evening Hot Spot Locations

Saturday evening presents the most concentrated hotspot geography of any observation period. Figure 27 and Table 19 show 13 locations at or above 85%, a smaller total than Saturday afternoon, but with a notably tight spatial concentration around the Kensington Parkway and Johnson's Shopping Center cluster.

On-street, the Kensington Parkway northbound and southbound segments again dominate: IDs 35, 36, 37, 38, and 39 all recorded 90%-100% occupancy, as did Howard Avenue (ID44) and Armory Street southbound (ID8). Metropolitan Avenue (ID59) held at 90%, and Fawcett northbound (ID2) remained at 89%. Off-street, the Johnson's Shopping Center front lot (ID2) reached 103%, the rear lot (ID3) reached 95%, and Kensington Crossing (ID33) held at 88%. Frankly Pizza (ID60) reached 100%.

Figure 26: Saturday Evening Hot Spot Locations



The Saturday evening hotspot distribution confirms that the Town's most persistent and visible parking pressure originates from a compact cluster of demand generators at the intersection of Kensington Parkway, Howard Avenue, and the Johnson's Shopping Center block. Baby Cat Brewery, Marathon Deli, Frankly Pizza, and the broader mixed-use tenants at 10307 Kensington Parkway collectively create a sustained evening demand condition that saturates the most proximate on-street supply, particularly the Kensington Parkway block-faces, and spills into adjacent residential segments, including Kent Street westbound, which rose to 62% in the evening despite near-zero afternoon occupancy.

Table 19: Saturday Evening Hot Spot Occupancy Data

Type	ID	Name	Supply	Count	Occupancy %
Lot	2	10307 Kensington Pkwy Front / Mixed Business	40	41	103%
Street	8	Armory SB	10	10	100%
Street	36	Kensington NB	1	1	100%
Street	37	Kensington NB	3	3	100%
Street	38	Kensington NB	1	1	100%
Street	39	Kensington SB	9	9	100%
Street	44	Howard EB	7	7	100%
Lot	60	Frankly Pizza	4	4	100%
Lot	3	10307 Kensington Pkwy Rear / Mixed Business	38	36	95%
Street	35	Kensington NB	14	13	93%
Street	59	Metropolitan EB	10	9	90%
Street	2	Fawcett NB	9	8	89%
Lot	33	Kensington Crossing	40	35	88%

Across the four observation periods, a consistent set of corridors and facilities emerged as high-demand locations. While the composition of hotspots shifts somewhat between weekday and weekend conditions, and between afternoon and evening periods, several locations appear repeatedly, indicating structural demand pressure rather than isolated or event-driven circumstances.

7.1.5. Parking Hotspot Key Findings

Reading across all four observation periods, several consistent findings emerge that carry direct implications for the management strategies to be developed in a future phase of the study:

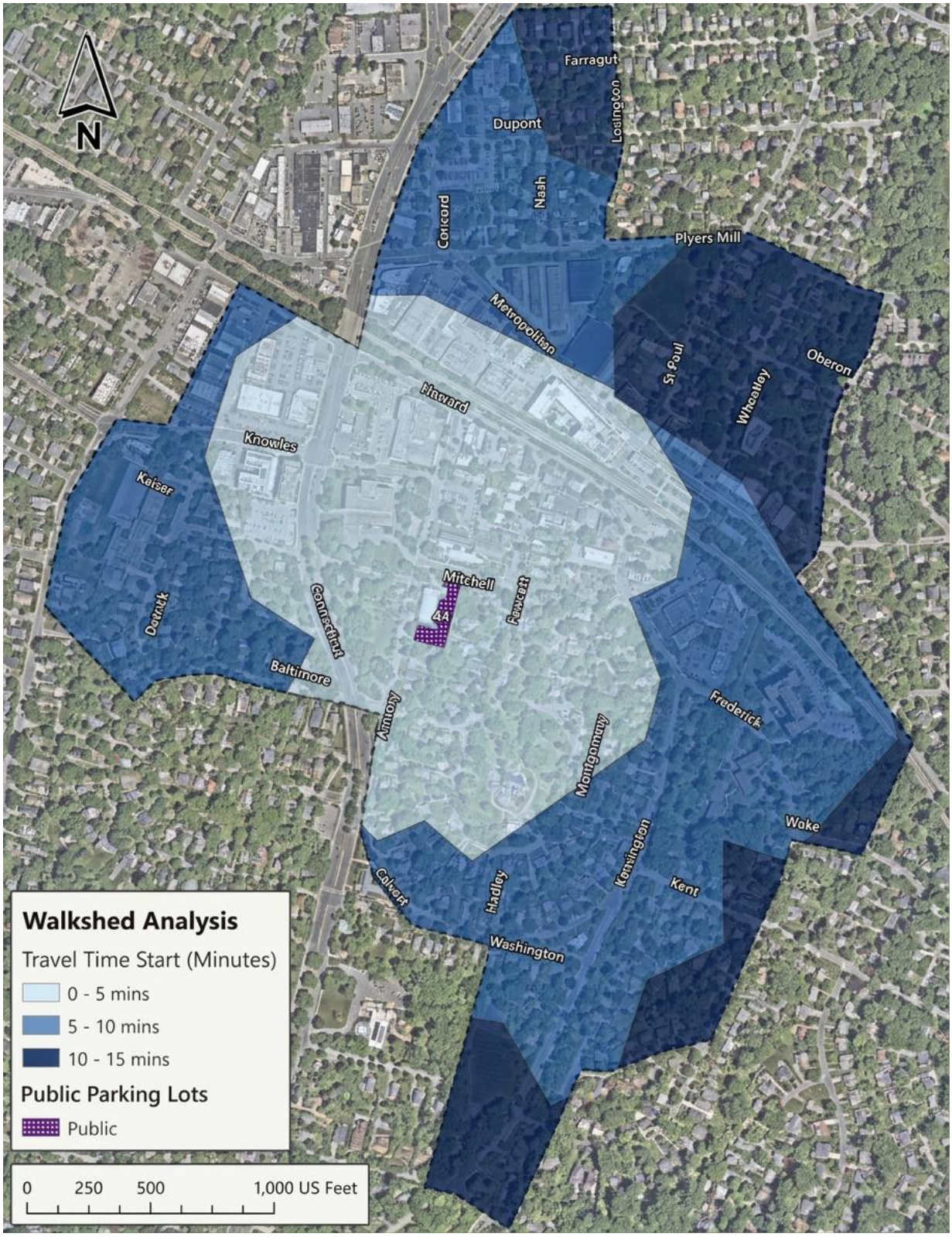
- **Kensington Parkway is the most persistent multi-period hotspot corridor.** Segment IDs 35–39 appear at or above 85% in three of the four observation periods (Wednesday evening, Saturday afternoon, and Saturday evening) and near 85% in the fourth. This corridor serves as the primary on-street resource for evening commercial destinations, is posted but unenforced in the evening, and shows low turnover in the LPI data: a combination that concentrates pressure and reduces availability for successive users throughout the evening.
- **Fawcett Street is a high-demand corridor across both weekday and weekend conditions.** Segment IDs 1, 2, and 97 appear in three of the four hotspot tables and in both LPI datasets, with average stays consistently above two hours and meaningful shares of vehicles exceeding posted time limits. The dual

residential and commercial character of Fawcett Street creates sustained demand throughout the day, with limited relief in the evening.

- **Howard Avenue performs well but reaches capacity at peak periods.** Howard Avenue segments appear in the Wednesday afternoon and Saturday afternoon hotspot tables, but largely fall below the threshold at other times. Turnover on Howard is relatively healthy compared to Fawcett and Kensington Parkway, suggesting that the time restrictions are functioning during enforcement hours — but the corridor reaches capacity under simultaneous demand from multiple sources on Saturday afternoons.
- **Off-street hotspots shift from commuter-dominated in the afternoon to restaurant- and commercial-oriented in the evening.** The MTA and Kensington Shopping Center lots dominate the Wednesday afternoon list, while the Johnson's Shopping Center and Kensington Crossing lots dominate the evening periods. This inversion pattern, documented across both days, underscores the opportunity to better communicate the availability of underutilized public and commuter facilities to evening users who are unfamiliar with or unable to access them, and/or to shift employees and longer-duration parkers to these locations to prioritize convenient customer parking and turnover in the commercial core.
- **Several hotspot locations are small in absolute supply but consistently at full capacity.** The Frankly Pizza lot (4 spaces), several single- or three-space Kensington Parkway segments, and the Howard Avenue 1-hour space all appear repeatedly at 100% occupancy. While they represent a small share of total supply, their persistent saturation contributes to the perception of unavailability at the street level for customers and visitors navigating those corridors.

Together, these findings confirm that Kensington's parking challenges are geographically and temporally concentrated, rather than evenly distributed across the system. As a result, the most effective management strategies will likely be those targeted to the specific corridors, time periods, and user groups identified in the analysis, including retail customers, restaurant patrons, commuters, employees, office users, and residents. The recommendations to be developed in subsequent tasks of this study will draw directly from these occupancy, turnover and hotspot analyses to prioritize interventions where the data shows the greatest potential for meaningful impact.

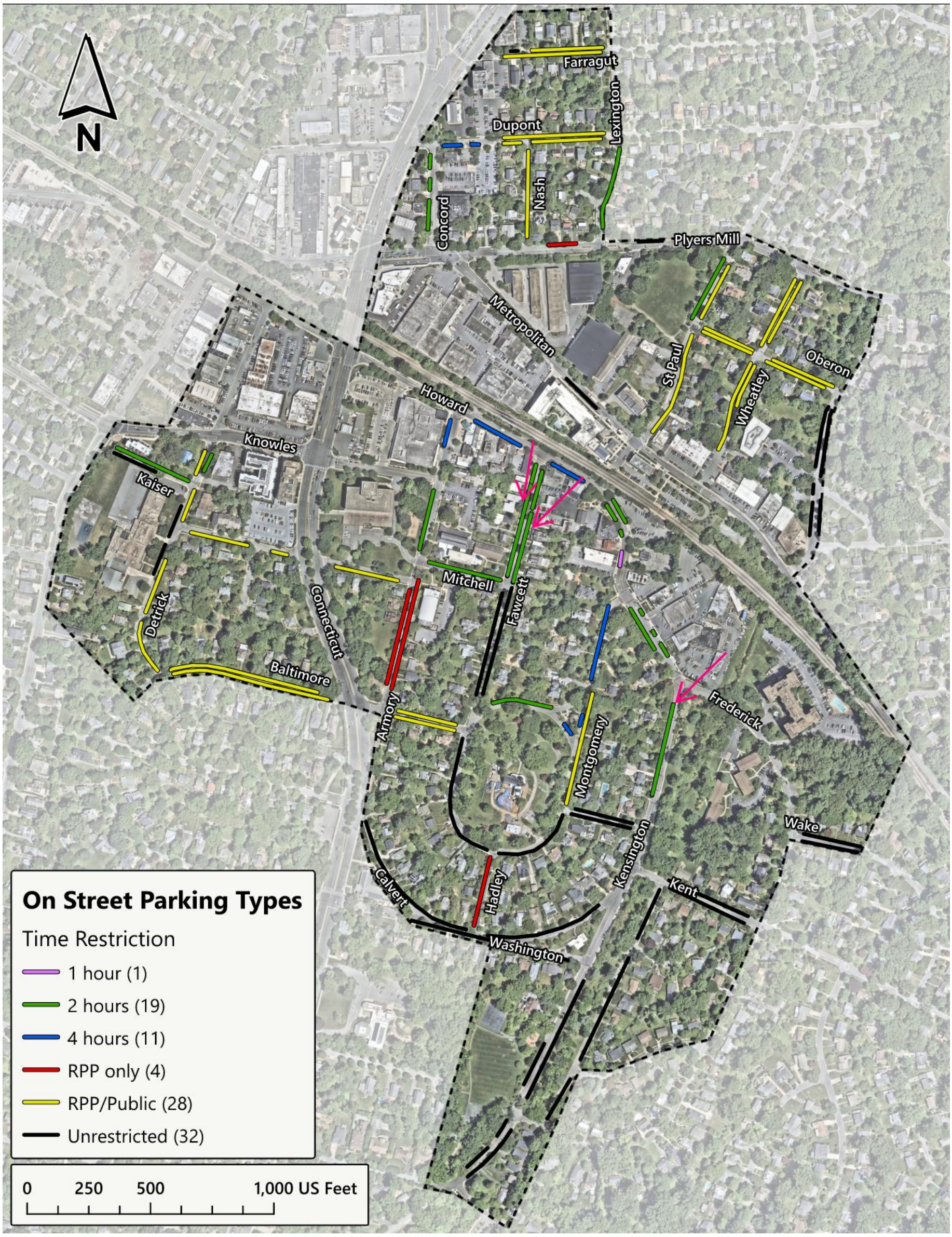
7.2. Walking Access from Town Hall Lot



7.3. Points of Interest – List of Business/Property Owners

ID	Owner Name
9	OLDE TOWNE VENTURE V LLC
19	10410 MONTGOMERY AVE LLC
21, 22	VICTOR ASSOCIATES
41	10414 DETRICK VENTURE LLC
60	DIATZ FAMILY INVSMT GROUP
87	PREVENTION OF BLINDNESS SOC
89	HENNEBERRY JANET W ET AL
90 - 94	BURCO LLC
100	BOUYIOUCLIS NICHOLAS E & BOUYIOUCLIS NORMA J
106	DAVIS JOHN D ET AL
107	MOUNTAIN VIEW BURLESON LLC
119	SUNNY DAY VENTURES LLC
121	THE JUBILEE ASSOCIATION OF MARYLAND
123	BOARD OF EDUCATION OF MONTGOMERY COUNTY
132, 168	TOWN OF KENSINGTON
181	VASQUEZ KENSINGTON LLC
183	LUNGARNO LIMITED LIABILITY CO
189	CHARDELL PARTNERS LLC
207-209	C-F KENSINGTON LLC
222	HENNEBERRY JANET W ET AL
248	NORTH CHARLES STREET LLC
260	NAZARIO REC HOLDINGS LLC
266	KENSINGTON CENTER LLC
272, 273	NORTH CHARLES STREET LLC
282	FIRST NATIONAL BANK OF MD
287	FARRAGUT BT LLC
295	WHEATLEY PARTNERS LLC
337, 338	POOCHIKIAN G & S FAMILY TR
357	SOLA SOLE MONTSERRAT D TRUST FBO E
370	THE HERMAN AND ESTHER HERBST FAMIL
373	FARMERS BANKING & TRUST CO
426	SAINT PAULS METHODIST CH
438	NAI SATURN EASTERN LLC
454	CSX TRANSPORTATION INC

7.4. Time-Limit Recalibration (Kensington Parkway & Fawcett Street)



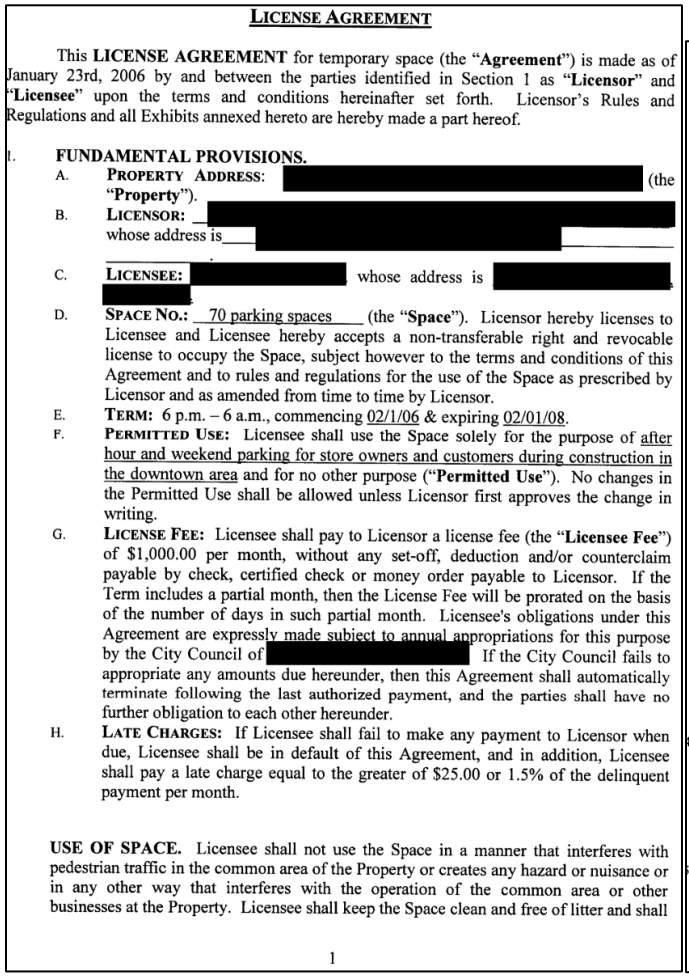
Note: The proposed on-street segments' time-limit revisions are highlighted by the (pink) arrows.

7.5. Shared Parking Agreement Examples

The following materials are included as reference examples only. They illustrate the range of shared-parking, parking-management, and joint-use arrangements used by peer municipalities and private property owners. These examples are not endorsed forms and should not be construed as legal advice or as a Town-approved agreement template. Any future agreement should be tailored to the specific site, operating purpose, property interests, and applicable zoning requirements and reviewed by the Town Attorney, insurer, property owner, and other appropriate parties before execution.

7.5.1. Example 1

This is the closest match to the operational sharing model presented in Section 5.5. It covers 70 spaces from 6 p.m. to 6 a.m. for after-hours and weekend parking, a $1,000 monthly fee, and either party can end on 30 days' notice. It also includes licensor-approved use limits, insurance requirements, and an annual-appropriation clause



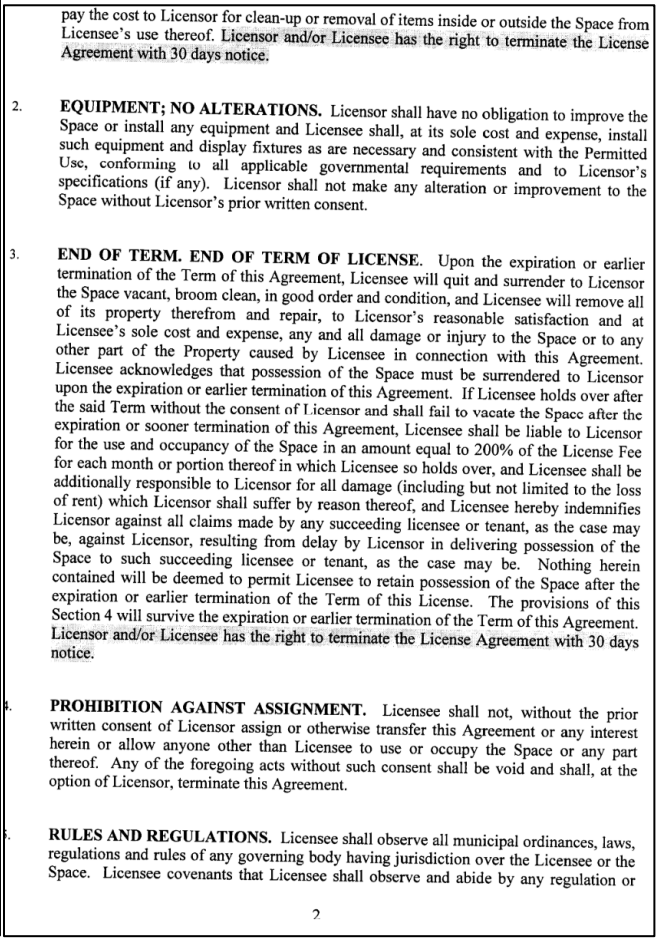
LICENSE AGREEMENT

This **LICENSE AGREEMENT** for temporary space (the "**Agreement**") is made as of January 23rd, 2006 by and between the parties identified in Section 1 as "**Licensor**" and "**Licensee**" upon the terms and conditions hereinafter set forth. Licensor's Rules and Regulations and all Exhibits annexed hereto are hereby made a part hereof.

1. **FUNDAMENTAL PROVISIONS.**
   - A. **PROPERTY ADDRESS:** [redacted] (the "**Property**").
   - B. **LICENSOR:** [redacted] whose address is [redacted]
   - C. **LICENSEE:** [redacted] whose address is [redacted]
   - D. **SPACE NO.:** 70 parking spaces (the "**Space**"). Licensor hereby licenses to Licensee and Licensee hereby accepts a non-transferable right and revocable license to occupy the Space, subject however to the terms and conditions of this Agreement and to rules and regulations for the use of the Space as prescribed by Licensor and as amended from time to time by Licensor.
   - E. **TERM:** 6 p.m. – 6 a.m., commencing 02/1/06 & expiring 02/01/08.
   - F. **PERMITTED USE:** Licensee shall use the Space solely for the purpose of after hour and weekend parking for store owners and customers during construction in the downtown area and for no other purpose ("**Permitted Use**"). No changes in the Permitted Use shall be allowed unless Licensor first approves the change in writing.
   - G. **LICENSE FEE:** Licensee shall pay to Licensor a license fee (the "**Licensee Fee**") of $1,000.00 per month, without any set-off, deduction and/or counterclaim payable by check, certified check or money order payable to Licensor. If the Term includes a partial month, then the License Fee will be prorated on the basis of the number of days in such partial month. Licensee's obligations under this Agreement are expressly made subject to annual appropriations for this purpose by the City Council of [redacted] If the City Council fails to appropriate any amounts due hereunder, then this Agreement shall automatically terminate following the last authorized payment, and the parties shall have no further obligation to each other hereunder.
   - H. **LATE CHARGES:** If Licensee shall fail to make any payment to Licensor when due, Licensee shall be in default of this Agreement, and in addition, Licensee shall pay a late charge equal to the greater of $25.00 or 1.5% of the delinquent payment per month.

USE OF SPACE. Licensee shall not use the Space in a manner that interferes with pedestrian traffic in the common area of the Property or creates any hazard or nuisance or in any other way that interferes with the operation of the common area or other businesses at the Property. Licensee shall keep the Space clean and free of litter and shall

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pay the cost to Licensor for clean-up or removal of items inside or outside the Space from Licensee's use thereof. Licensor and/or Licensee has the right to terminate the License Agreement with 30 days notice.

2. **EQUIPMENT; NO ALTERATIONS.** Licensor shall have no obligation to improve the Space or install any equipment and Licensee shall, at its sole cost and expense, install such equipment and display fixtures as are necessary and consistent with the Permitted Use, conforming to all applicable governmental requirements and to Licensor's specifications (if any). Licensor shall not make any alteration or improvement to the Space without Licensor's prior written consent.

3. **END OF TERM. END OF TERM OF LICENSE.** Upon the expiration or earlier termination of the Term of this Agreement, Licensee will quit and surrender to Licensor the Space vacant, broom clean, in good order and condition, and Licensee will remove all of its property therefrom and repair, to Licensor's reasonable satisfaction and at Licensee's sole cost and expense, any and all damage or injury to the Space or to any other part of the Property caused by Licensee in connection with this Agreement. Licensee acknowledges that possession of the Space must be surrendered to Licensor upon the expiration or earlier termination of this Agreement. If Licensee holds over after the said Term without the consent of Licensor and shall fail to vacate the Space after the expiration or sooner termination of this Agreement, Licensee shall be liable to Licensor for the use and occupancy of the Space in an amount equal to 200% of the License Fee for each month or portion thereof in which Licensee so holds over, and Licensee shall be additionally responsible to Licensor for all damage (including but not limited to the loss of rent) which Licensor shall suffer by reason thereof, and Licensee hereby indemnifies Licensor against all claims made by any succeeding licensee or tenant, as the case may be, against Licensor, resulting from delay by Licensor in delivering possession of the Space to such succeeding licensee or tenant, as the case may be. Nothing herein contained will be deemed to permit Licensee to retain possession of the Space after the expiration or earlier termination of the Term of this License. The provisions of this Section 4 will survive the expiration or earlier termination of the Term of this Agreement. Licensor and/or Licensee has the right to terminate the License Agreement with 30 days notice.

4. **PROHIBITION AGAINST ASSIGNMENT.** Licensee shall not, without the prior written consent of Licensor assign or otherwise transfer this Agreement or any interest herein or allow anyone other than Licensee to use or occupy the Space or any part thereof. Any of the foregoing acts without such consent shall be void and shall, at the option of Licensor, terminate this Agreement.

5. **RULES AND REGULATIONS.** Licensee shall observe all municipal ordinances, laws, regulations and rules of any governing body having jurisdiction over the Licensee or the Space. Licensee covenants that Licensee shall observe and abide by any regulation or

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requirement concerning its activity as promulgated by Licensor. If Licensor determines that Licensee's conduct or other activity is detrimental to the Property or a tenant or licensee in the Property, such conduct or activity shall cease immediately upon Licensor's request. If Licensee shall fail to cease such conduct or activity, Licensor may, at Licensor's option, immediately terminate this Agreement.

6. **WAIVER OF CLAIMS.** To the maximum extent permitted by law, Licensee agrees to use and occupy the Space, and to use such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk. By taking possession of the Space, Licensee shall be deemed to have: (A) inspected the Space; and (B) accepted the Space "as is" with no representation or warranty by Licensor as to the Space, its suitability for Licensee's proposed operation or the improvements therein. Notwithstanding anything to the contrary herein, Licensee waives any right of recovery against Licensor for any loss or damage suffered by Licensee with respect to Licensee's property, whether or not such loss is caused by the fault or negligence of Licensor.

7. **INSURANCE.** Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Workers Compensation and Commercial General Liability Insurance, insuring Licensee, Licensor and Licensor's property manager against claims for bodily injury, personal injury and property damage liability occasioned by or arising out of or in connection with the use, operation and occupancy of the Space. Such Insurance policy shall cover events that occur during the policy period regardless of when the claim is made, and such insurance shall be primary insurance to any other insurance that may be available to Licensor. Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Property Insurance insuring Licensee's personal property and Space improvements against direct risk of loss, and insuring Licensee's business income. Licensee shall provide Licensor with copies of the insurance policies or other reliable evidence of insurance, satisfactory to Licensor. All liability insurance required hereunder or obtained by Licensee shall name Licensor and Licensor's property manager as an additional insured. The limits of such insurance shall be no less than:

A. Workers Compensation Insurance: As required by state law.
B. Commercial General Liability Insurance:
   1. Each Occurrence Limit $2,000,000.00
   2. General Aggregate Limit $2,000,000.00
   3. Personal Injury and Advertising Injury Limit $2,000,000.00
   4. Medical Expense (Any One Person) $1,000,000.00
C. Property Insurance: Full replacement cost.

8. **DEFAULT.** Any failure to perform or other breach of any provision of this Agreement by the Licensee shall constitute a default under this Agreement and all other agreements or leases between Licensor and Licensee, if any. Any breach or default under any other

agreement or lease between Licensor and Licensee shall constitute a default under this Agreement. Licensor may, upon a default, pursue any and all remedies available to it under this Agreement and at law or in equity. Such remedies shall include, but not be limited to, the right of Licensor to terminate this Agreement, the right of Licensor to terminate Licensee's right to possession under this Agreement but not to terminate this Agreement and the right of Licensor to recover against Licensees damages for loss of bargain, and not as a penalty, the then present worth of all fees and charges.

9. **BROKERS**. Licensee represents that it has not engaged any broker, finder or other person who may be entitled to a commission or fee in connection with the transactions contemplated by this License and covenants and agrees that Licensee shall indemnify and hold Licensor harmless from and against any such claim. Licensor shall be responsible for and pay any broker's commissions and fees due persons engaged by Licensor and shall indemnify and hold Licensee harmless from and against any failure to do so.

10. **MISCELLANEOUS.**

A. If more than one person signs this Agreement as Licensee, then the liability of each such person shall be joint and several.
B. This Agreement, the rules and regulations of Licensor and all Exhibits to which this Agreement refers constitutes the entire Agreement of Licensor and Licensee hereto with respect to the subject matter hereof and no provisions shall be waived or modified except in writing signed by Licensor and Licensee.
C. The benefits and obligations of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and legal representatives.
D. If any provision or portion hereof or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
E. No delay or forbearance by Licensor in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by Licensor shall be construed, respectively, to be a waiver of Licensor's rights or to represent any agreement by Licensor to undertake or perform such act or matter thereafter.
F. All notices pursuant to this agreement shall be made in writing sent by reputable overnight courier services or mailed by certified mail, return receipt requested.
G. All times, wherever specified herein for the performance by Licensee or Licensor of their respective obligations hereunder, are of the essence of this Agreement.
H. Licensee shall look solely to Licensor's interest in the Property for enforcement of any obligation hereunder or by law assumed or enforceable against Licensor, and no other property or other assets of Licensor shall be subjected to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies or with respect to this Agreement, the relationship of Licensor and Licensee hereunder or Licensee's use and occupancy of the Space.
I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.5.2. Example 2

This agreement converts a private lot to public parking with a 4-hour limit and an all-day employee permit for one business. Either party can terminate on 60 days' notice. It also has a city-funded maintenance and signage clause, a $1,000,000 liability requirement with a self-insurance option, and a city indemnity.

PARKING LOT LEASE AGREEMENT

This PARKING LOT LEASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 200__, by and between the [PLEASE PROVIDE EXACT NAME OF TRUST AND NAMES OF (CO)-TRUSTEES] ("Owner"), and the [redacted], a [redacted] ("City"). Owner and City are hereinafter sometimes referred to collectively as "parties" and individually as a "party."

RECITALS

A. Owner is the owner in fee of that certain real property located at [ADDRESS], Assessor's Parcel Numbers ("APN") [APN NUMBER] located in the downtown area of the City of [redacted] (the "Property").

B. City has requested to lease, and Owner is willing to lease, those portions of the Property more particularly depicted in Exhibit "A", attached hereto and incorporated by this reference (the "Premises"), for the purpose of providing public parking according to the terms and conditions of this Agreement.

COVENANTS

Based upon the foregoing Recitals, which are incorporated into this Agreement by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Owner and City hereby agree as follows:

1. Grant of Lease. Owner hereby leases to City, and City hereby leases from Owner, the Premises and all landscaping, improvements, and structures that will be used for the Permitted Uses (defined below) according to the terms and conditions of this Agreement.

2. Term.

2.1 Initial Term. The lease of the Premises shall be for an initial term of five (5) years (the "Initial Term"), commencing upon the date that the City Council approves in accordance with law this fully executed Agreement (the "Commencement Date") and expiring on the date that is the fifth (5th) anniversary of the Commencement Date.

2.2 Automatic Renewal. Upon the expiration of the Initial Term, the lease of the Premises shall be divided into one (1) year renewable terms, wherein each one (1) year term is hereinafter referred to as a "Renewable Term." The first Renewable Term shall automatically commence upon the date that is the day immediately after the expiration of the Initial Term, and each subsequent Renewable Term shall automatically commence on the date that is the day immediately after the expiration of the previous Renewable Term. The lease of the Premises for any time after the expiration of the Initial Term (i.e., for any time during any and all Renewable Terms) is hereinafter referred to as the "Extended Term." The Initial Term and Extended Term are collectively referred to in this Agreement as the "Term."

2.3 Termination of Lease. Either party, in its sole and absolute discretion, may terminate the lease of the Premises either: (i) at the expiration of the Initial Term, or (ii) at any time during the Extended Term. The party seeking to terminate the lease shall deliver to the other party written notice thereof no later than sixty (60) days prior to the date of termination.

3. Rent and Security Deposit.

3.1 Rent. City shall pay to Owner as rent for the Premises [AMOUNT] per month (the "Rent"). The first payment of Rent shall be prorated pursuant to Section 3.4 below (if applicable) and shall be delivered to Owner no later than the date that is three (3) weeks after the Commencement Date. Each and every subsequent payment of Rent shall be delivered to Owner no later than the tenth (10th) day of the month for which the Rent is due.

3.2 Security Deposit. City shall deliver to Owner, no later than the date that is three (3) weeks after the Commencement Date, a security deposit in the amount of [AMOUNT] (the "Security Deposit"). The Security Deposit shall be held by Owner as security for the performance by City of the terms and conditions of this Agreement to be kept and performed by City. Prior to the use of the Security Deposit for any obligation to be performed by City pursuant to this Agreement, Owner shall deliver written notice to City of the reason for the use, and Owner shall provide City with an opportunity to cure any failure to perform said obligation prior to the use of the Security Deposit pursuant to the cure provisions set forth in Section 10 below. If City fully performs every obligation of this Agreement to be performed by it, the Security Deposit or any balance thereof shall be returned to City upon termination of this Agreement.

3.3 Delivery. All payments and charges due under this Agreement shall be paid by City in lawful money of the United States of America, which shall be legal tender at the time of payment, at:

_____
_____
_____
Attn: _____, Trustee

or to such other person or at such other place as Owner may from time to time designate in writing. Owner shall promptly deliver to City any change in address or person responsible for receiving payment of Rent. City shall not be in default of this Agreement if Owner fails to receive any payment of Rent when Owner fails to promptly deliver any change in address or person responsible for receiving payment.

3.4 Prorated Amounts. Any Rent due under this Agreement for any fractional part of a calendar month shall be prorated based on the ratio that the number of days in that month during the Term bears to the total number of days in that month.

4. Permitted Uses. For the duration of the Term, the Premises shall be used for parking by the general public and incidental uses relating thereto (the "Permitted Uses"), and for no other purpose, subject to the following conditions: (i) no overnight parking shall be permitted; (ii) parking for each vehicle used by a member of the general public shall be limited

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to four (4) hours for any twenty-four (24) hour period, provided, however, that the time limits may be adjusted by mutual consent of the parties; (iii) any vehicle used by a current employee of [NAME] may park all day on the Premises, but only if such vehicle has a parking permit or sticker for such all day use clearly posted on the vehicle's bumper or windshield; and (iv) any other rules and regulations that City may impose on the general public for the use of the Premises. With respect to the condition concerning the ability of [NAME]employees to park on the Premises pursuant to clause (iii) above, the parties agree that this parking condition shall remain in effect only so long as [NAME] remains in business at its location as of the Commencement Date, and that in the event [NAME] no longer continues its business operations at such location, City shall have no obligation to comply with the parking condition set forth in clause (iii) above.

5. Improvement and Maintenance of Premises. City, at its own cost and expense, shall be responsible for the improvement and maintenance, as needed, of the Premises for use as a public parking lot, including but not limited to: (i) surfacing the parking lot; (ii) striping parking lot spaces; and (iii) providing signage, as needed. Signage shall indicate, where City determines is appropriate, that the parking lot is open for use by the general public.

6. Insurance.

6.1 General Liability. City shall obtain and keep in force and effect for the entire Term a commercial general liability insurance policy which names Owner as an additional insured, protecting against claims of bodily injury, personal injury and property damage based upon, involving, or arising out of the use or maintenance of the Premises by City. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

6.2 Certificates. City shall provide to Owner a certificate of insurance evidencing insurance coverage as provided herein no later than the date that is three (3) weeks after the Commencement Date, and thereafter as requested by Owner until the termination of this Agreement.

6.3 Self-Insurance. In lieu of the obligations set forth in Section 6.1 and 6.2 above, City may satisfy its obligation to provide general liability insurance for the Premises through a self-insurance program, but only if City remains self-insured for no less than One Million Dollars ($1,000,000.00) in liability claims. In the event that City is self-insured, City shall deliver to Owner, no later than the date that is three (3) weeks after the Commencement Date, a statement, certificate, or other proof of financial responsibility, duly acknowledged by City's authorized representative, for One Million Dollar ($1,000,000.00) in self-insurance.

7. Indemnity. City shall indemnify, defend, and hold harmless Owner and its officers, officials, employees, agents, or representatives (collectively the "Indemnitees") against any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity arising out of or relating to (i) any activity or work done, permitted, or suffered on the Premises; (ii) use of the Premises by City and its officers, officials, employees, agents, representatives, invitees, patrons, or sub-lessees; or (iii) the acts or omissions of City or its officers, officials, employees, agents, or representatives acting in an official capacity. This

indemnity shall specifically include the right to indemnification for any claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity arising from the acts or omissions, whether negligent, reckless, willful or otherwise, of any member of the public (as that term is defined below) while that member of the public is or was on or about the Premises. Notwithstanding the forgoing sentences in this Section 7, City shall have no obligation to indemnify, defend, and hold harmless the Indemnitees for any claim, demand, cause of action, damages, costs, expenses, losses and liabilities arising from or relating to (i) a pre-existing environmental condition concerning hazardous substances on or under the Premises; or (ii) any negligent, reckless, or willful act or omission of Indemnitee(s) while on or about the Premises.

For purposes this Agreement, the term "hazardous substance" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term by any federal, state, or local environmental statute, regulation, or ordinance. For purposes of this Section 7, the term "member of the public" shall mean any person other the officers, officials, employees, agents, or representatives, acting in an official capacity, of Owner or City.

8. Peaceable Possession. Owner hereby warrants and represents that it has the authority to lease the Premises and to execute this Agreement. Owner further covenants and agrees that City, upon performing and quietly observing the terms and conditions of this Agreement, shall have the right to hold, occupy, and enjoy the Premises for the Permitted Uses during the Term without any interruption or hindrance from Owner, its successors or assigns, or any person or entity lawfully claiming by or through it.



10. Default. The occurrence of any one or more of the following events shall constitute a material default ("default"): (i) the vacating or abandonment of the Premises by City; (ii) the failure by City to pay Rent when due pursuant to this Agreement, and such failure continues for a period of ten (10) days after delivery of written notice from Owner to City of said failure; and (iii) the failure by either party to observe or perform any of the obligations of this Agreement to be observed or performed by the responsible party (other than the obligation described in clause (ii) above), where such failure either: (A) continues for a period of thirty (30) days after delivery of written notice thereof from the party seeking performance, or (B) if performance cannot be completed with thirty (30) days, cure of such failure has not commenced within thirty (30) days after delivery of written notice thereof and diligently prosecuted until completion within sixty (60) days of the expiration of the thirty (30) day period (for a total of ninety (90) days). Upon an event of default and after the expiration of the applicable cure period, this Agreement and City's right to lease the Premises shall terminate upon the date that is one day after the date of expiration of the applicable cure period unless the party in default cures the default within the applicable cure period.

11. Miscellaneous.

11.1 Binding on Heirs. This Agreement shall be binding upon the parties hereto and inure to their respective representatives, transferees, successors, and assigns.

11.2 Litigation Expenses. If either party to this Agreement commences an action against the other party to this Agreement arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing party.

11.3 Notices. All notices required to be delivered under this Agreement to another party must be in writing and shall be effective: (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) one (1) business day after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City: [redacted]

Copy to: [redacted]

To Owner: _____
_____
_____
Attn: _____, Trustee
Telecopier: _____

Copy to: _____
_____
_____
Attn: _____
Telecopier: _____

11.4 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of City and Owner.

11.5 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto. This Agreement shall be construed in accordance with the internal laws of the State of California without regard to any conflict of law principles in effect at the time of the execution of this Agreement.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.7 Force Majeure. In the event that either party is delayed, hindered, or prevented from performing any act required hereunder by reason of strikes, lockouts, or other labor troubles, inability to procure or shortage of materials or supplies, failure of power, energy shortages, restrictive governmental laws or regulations, inclement weather, fire, explosion, earthquake or other casualty, riots, insurrection, war, act of God, or other causes that are without the fault and beyond the reasonable control of such Party, then the performance of the party obligated to perform under this Agreement shall be excused for and extended by the period of such delay.

11.8 Headings. Section and Subsection headings in this Agreement have been inserted solely for the convenience of the parties, and such captions, headings, and titles shall in no way define or limit the scope, intent, or application of any provision of this Agreement.

11.9 Time is of the Essence. Time is of the essence with respect to every provision of this Agreement.

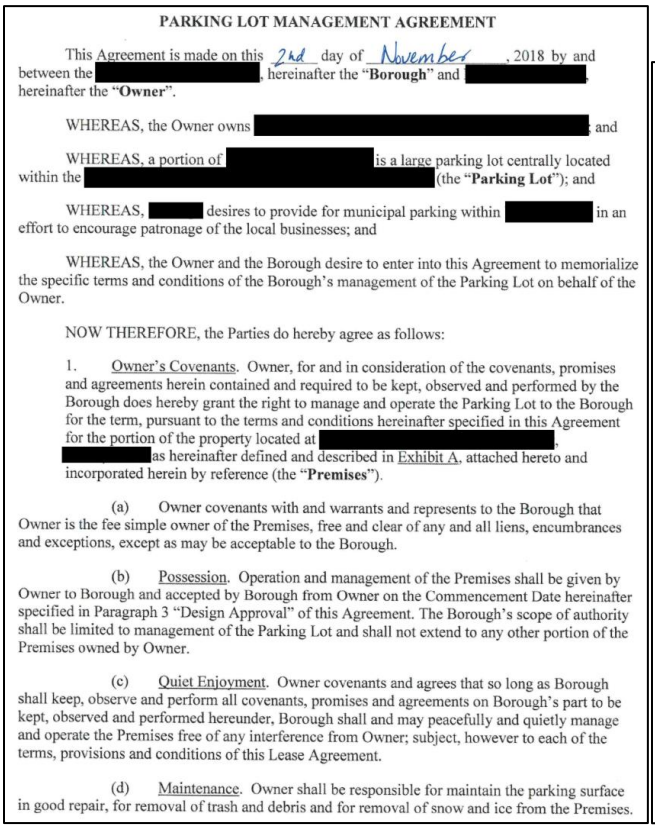
11.10 Computation of Time. Unless otherwise specified in this Agreement, use of the word “days” shall mean calendar days, and any provision requiring the computation of time shall be based upon a standard calendar of three hundred sixty five and one-quarter (365 ¼) days.

11.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[signatures on next page]

7.5.3. Example 3

This agreement is unique. It shows a municipal management agreement that starts with a two-month experimental term, then a five-year term. Revenue is split 50/50, and the owner can end it on 90 days' notice but must repay a share of unrecovered start-up costs. This experimental term supports the pilot approach highlighted in Section 5.5.



PARKING LOT MANAGEMENT AGREEMENT

This Agreement is made on this 2nd day of November, 2018 by and between the [redacted], hereinafter the "**Borough**" and [redacted], hereinafter the "**Owner**".

WHEREAS, the Owner owns [redacted]; and

WHEREAS, a portion of [redacted] is a large parking lot centrally located within the [redacted] (the "**Parking Lot**"); and

WHEREAS, [redacted] desires to provide for municipal parking within [redacted] in an effort to encourage patronage of the local businesses; and

WHEREAS, the Owner and the Borough desire to enter into this Agreement to memorialize the specific terms and conditions of the Borough's management of the Parking Lot on behalf of the Owner.

NOW THEREFORE, the Parties do hereby agree as follows:

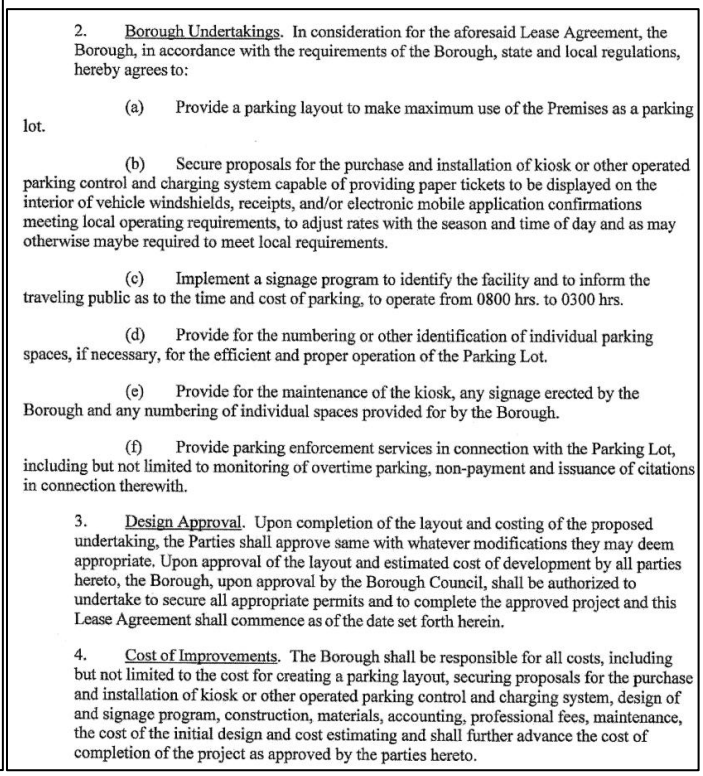
1. Owner's Covenants. Owner, for and in consideration of the covenants, promises and agreements herein contained and required to be kept, observed and performed by the Borough does hereby grant the right to manage and operate the Parking Lot to the Borough for the term, pursuant to the terms and conditions hereinafter specified in this Agreement for the portion of the property located at [redacted] as hereinafter defined and described in Exhibit A, attached hereto and incorporated herein by reference (the "**Premises**").

(a) Owner covenants with and warrants and represents to the Borough that Owner is the fee simple owner of the Premises, free and clear of any and all liens, encumbrances and exceptions, except as may be acceptable to the Borough.

(b) Possession. Operation and management of the Premises shall be given by Owner to Borough and accepted by Borough from Owner on the Commencement Date hereinafter specified in Paragraph 3 "Design Approval" of this Agreement. The Borough's scope of authority shall be limited to management of the Parking Lot and shall not extend to any other portion of the Premises owned by Owner.

(c) Quiet Enjoyment. Owner covenants and agrees that so long as Borough shall keep, observe and perform all covenants, promises and agreements on Borough's part to be kept, observed and performed hereunder, Borough shall and may peacefully and quietly manage and operate the Premises free of any interference from Owner; subject, however to each of the terms, provisions and conditions of this Lease Agreement.

(d) Maintenance. Owner shall be responsible for maintain the parking surface in good repair, for removal of trash and debris and for removal of snow and ice from the Premises.



2. Borough Undertakings. In consideration for the aforesaid Lease Agreement, the Borough, in accordance with the requirements of the Borough, state and local regulations, hereby agrees to:

(a) Provide a parking layout to make maximum use of the Premises as a parking lot.

(b) Secure proposals for the purchase and installation of kiosk or other operated parking control and charging system capable of providing paper tickets to be displayed on the interior of vehicle windshields, receipts, and/or electronic mobile application confirmations meeting local operating requirements, to adjust rates with the season and time of day and as may otherwise maybe required to meet local requirements.

(c) Implement a signage program to identify the facility and to inform the traveling public as to the time and cost of parking, to operate from 0800 hrs. to 0300 hrs.

(d) Provide for the numbering or other identification of individual parking spaces, if necessary, for the efficient and proper operation of the Parking Lot.

(e) Provide for the maintenance of the kiosk, any signage erected by the Borough and any numbering of individual spaces provided for by the Borough.

(f) Provide parking enforcement services in connection with the Parking Lot, including but not limited to monitoring of overtime parking, non-payment and issuance of citations in connection therewith.

3. Design Approval. Upon completion of the layout and costing of the proposed undertaking, the Parties shall approve same with whatever modifications they may deem appropriate. Upon approval of the layout and estimated cost of development by all parties hereto, the Borough, upon approval by the Borough Council, shall be authorized to undertake to secure all appropriate permits and to complete the approved project and this Lease Agreement shall commence as of the date set forth herein.

4. Cost of Improvements. The Borough shall be responsible for all costs, including but not limited to the cost for creating a parking layout, securing proposals for the purchase and installation of kiosk or other operated parking control and charging system, design of and signage program, construction, materials, accounting, professional fees, maintenance, the cost of the initial design and cost estimating and shall further advance the cost of completion of the project as approved by the parties hereto.

5. Operation. Upon completion of the parking improvements, the Borough shall be the manager of the Premises which shall in all respects be operated as a municipal parking facility. All decisions as to changes and rates, and the timing and modification of same during the term of this Lease Agreement and extensions or renewals of same shall be made by the Borough in its sole discretion. In making operational decisions, the Borough shall first consult with the Owner and shall endeavor to give due consideration to their requests and suggestions, in all matters public safety considerations shall be paramount. In determining pricing of parking, the Borough shall endeavor to maximize income and shall adjust pricing seasonally and appropriately for special events. Minimum pricing shall be set annually by the Borough and Owner.

6. Revenue Sharing. Gross income from the operation of the parking facility, shall be divided between the Borough and the Owner 50%/50% with the Borough receiving fifty percent (50%) of the gross revenues and the Owner receiving fifty percent (50%) of the gross revenue. The Borough, from its fifty percent (50%) share of gross income from the operation of the parking facility, shall first pay their operating expenses (as defined in Paragraph 10) incurred in the operation of the parking facility with any remaining funds being applied towards the repayment of the Borough's costs and expenses, as per Paragraph 4, in planning, designing and laying out of the parking facility.

7. Enforcement. Revenues from the issuance of parking tickets, or other enforcement activities, shall not be included in gross income and shall be retained one hundred percent (100%) by the Borough. Costs incurred in such enforcement activities, including towing, shall be borne exclusively by the Borough without reimbursement from parking income as described in Paragraph 6 above.

8. Term. The term of this Lease Agreement shall be as follows:

(a) an experimental two (2) month term (the "**Experimental Term**"), upon expiration of same, Borough and/or Owner may terminate the lease or propose amendments to this Agreement by providing written notice to the party of the other part within ten (10) days of the expiration of the Experimental Term of their desire to amend the Agreement or terminate same. In the event that the neither the Borough nor the Owner terminates the Agreement as set forth herein during the Experimental Term the term of the lease shall be as set forth in Section 8(b) below.

(b) five (5) years, but shall automatically be renewed for two (2) year terms on the same terms and conditions unless either the Owner or the Borough shall advise the other to the contrary at least ninety (90) days prior to the expiration of the initial or any renewal term.

9. Termination. Owner shall have the right to terminate this Lease Agreement as follows:

(a) upon providing ninety (90) days' notice to the Borough and the Owner;

(b) upon repaying to the Borough the Owner's proportionate share of the remaining balance of outstanding costs for construction of the parking facility, which will be based upon fifty percent(50%)of the Borough's cost in creating the parking facility (numbering of spots, cost of signage, erection of signage, the cost of the parking kiosk and anything incidental thereto) For example, if the Borough spent Twenty Thousand Dollars ($20,000.00) to create the parking facility and the Borough's split of the parking fees is Ten Thousand Dollars ($10,000.00) at the time the Owner terminates this Agreement, the Owner shall be indebted to the Borough for Five Thousand Dollars ($5,000.00) which represents fifty percent (50%) of the remaining start-up costs. This provision shall only be applicable until such time that the Borough recoups from its receipt of the gross profits related to its management of the Parking Lot its initial monetary and capital investment in developing the lot as a municipally operated parking lot; and

(c) Owner shall have the ability to terminate this lease without penalty in the event that Owner records a land development plan for the Premises and makes application for a building permit in conjunction with same.

10. Accounting. The Owner shall be paid quarterly. The Borough shall provide the Owner with quarterly financial reports from operation of the parking facility. Operating costs of the Parking Lot shall include Kiosk rental fees or pro-rated fees related to purchase of same, maintenance of any Kiosks or other parking apparatus, identification of spaces and maintenance of same, payment to any mobile application providers and employees and staff time related thereto.

11. Notices. Where notice is herein required to be given, it shall be by certified mail return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following, as applicable:

[redacted]

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the OWNER'S obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

12. Insurance. The Borough shall carry a policy of liability insurance for the parking facility and shall have the Owner named as an additional insured for any loss, personal injury, damage, or attorney's fees and costs that may arise from use of, in or on the parking facility or disputes arising from such parking facility usage and shall maintain same for the duration of this Lease Agreement. Borough shall provide Owner with a certificate of insurance annually.

(a) The Owner shall carry a policy of liability insurance for the parking facility and shall have the Borough named as an additional insured for any loss, personal injury, damage, or attorney's fees and costs that may arise from use of, in or on the parking facility or disputes arising from such parking facility usage and shall maintain same for the duration of this Lease Agreement. Owner shall provide Borough with a certificate of insurance annually.

13. Events. The Parties acknowledge that various civic, art and community events and functions have previously and may well in the future seek to utilize the Premises and the Owner agrees that the Borough may permit such use in the future pursuant to such terms as the Borough may determine appropriate to include cost free donation. The Borough shall provide notice to Owner in writing via letter or e-mail of any such event, seeking owner's permission to utilize the Parking Lot in conjunction with same, which permission shall not be unreasonably withheld. The Borough shall either provide insurance coverage for injury, damages and other liabilities which could result from said usage or a certificate of insurance from the event holder naming the Borough and the Owner as additional insured.

14. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Lease Agreement.

15. Binding Effect. This Lease Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner and its assigns and successors in interest, and the Borough and its assigns and successors in interest. The Borough agrees to pay the cost of recording this document in the Public Records of [redacted]

16. Authority. This Lease Agreement does not, and is not intended to, prevent or impede the Borough from exercising its legislative or administrative authority as the same may affect the Premises.

17. Severability. If any part of this Lease Agreement is found invalid or unenforceable in any court, such invalidity and unenforceability shall not affect the other parts of this Lease Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affect ted. To that end, this Lease Agreement is declared severable.

7.6. ADA Guidelines

2010 ADA Standards for Accessible Design, §§ 208.2, Table 208.2

Minimum Number of Accessible Parking Spaces Table

* at least 1 of every 6 accessible spaces or fraction of 6

** 501 to 1000: 2% of total

*** 1001 and over: 20 + 1 for each 100 or fraction thereof over 1000

Parking Facility Total	Minimum Number of Accessible Spaces		
	Standard	Van	Total (Standard + Van)
1 to 25	0	1	1
26 to 50	1	1	2
51 to 75	2	1	3
76 to 100	3	1	4
101 to 150	4	1	5
151 to 200	5	1	6
201 to 300	5	2	7
301 to 400	6	2	8
401 to 500	7	2	9

Maryland Accessibility Code (COMAR 09.12.53.07)

(3) Additional Maryland accessibility requirements for State and local government buildings are as follows:

(a) One in every four accessible parking spaces, but not less than one, shall be:

(i) Served by an access aisle at least 96 inches wide; and

(ii) Designated "Van Accessible"

Resolution No. R-13-2026
Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Approving the Temporary Appointment of Alex Marini as the Acting Town Manager until a Permanent Town Manager is Appointed.

WHEREAS, Matthew Hoffman has resigned from his position as Town Manager effective September 11, 2026; and

WHEREAS, until the vacant Town Manager position is permanently filled, the Town wishes to appoint an Acting Town Manager, who will act under the Mayor's direct supervision and authority; and

WHEREAS, the Town desires to appoint Alex Marini as Acting Town Manager of the Town, and

WHEREAS, it is the desire of the Town to establish terms and conditions of employment for the Acting Town Manager; and

WHEREAS, the Employee desires to accept employment as Acting Town Manager of the Town pursuant to the following terms and conditions of employment; and

NOW, THEREFORE, **BE IT RESOLVED** in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties. The Town hereby employs Alex Marini on a full-time basis as Acting Town Manager to perform the functions and duties of the Town Manager as specified in the Town Charter and to perform such other legally permissible and proper duties and functions as the Mayor and Town Council shall from time to time assign.
2. Duration of Employment. The Employee shall be employed by the Town as Acting Town Manager until a Town Manager is appointed and assumes the office.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 21st day of October, 2026.

EFFECTIVE the 21st day of October, 2026.

ATTEST: **TOWN OF KENSINGTON, MARYLAND**

By: _____ _____
Susan C. Engels, Clerk – Treasurer Tracey C. Furman, Mayor

Resolution No. R-14-2026
Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from ACM Services for the Abatement of 10415 Montgomery Avenue.

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Section 2-404, "Awarding of Bids", all purchases in excess of $10,000 shall be approved by the Mayor and Council by a simple majority vote at a regular meeting or a duly called special meeting for that purpose; and

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-403, "Exceptions", items, services, and materials not more than $30,000 in value may be purchased by negotiation at the direction and recommendation of the Town Manager; and

Whereas, the Town requested a proposal from ACM Services for the asbestos abatement of 10415 Montgomery Avenue; and

Whereas, ACM Services provided a proposal, detailed within Exhibit A, for a total sum of $22,490; and

Whereas, the Town Manager is recommending that the Mayor and Council accept the proposal from ACM Services for an amount not to exceed $24,000.

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 ACM Services for the scope and services detailed within Exhibit A for an amount not to exceed $24,000, subject to review by the Town Attorney.

ADOPTED by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 21st day of October, 2026.

EFFECTIVE the 21st day of October, 2026.

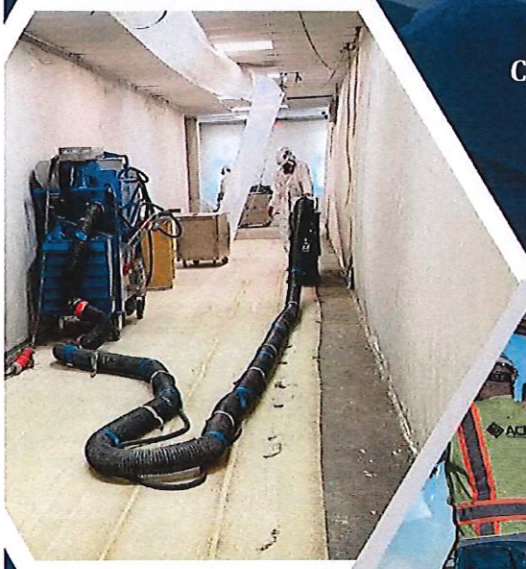
ATTEST: **TOWN OF KENSINGTON, MARYLAND**

By: _____ _____
Susan C. Engels, Clerk – Treasurer Tracey C. Furman, Mayor

EXHIBIT A

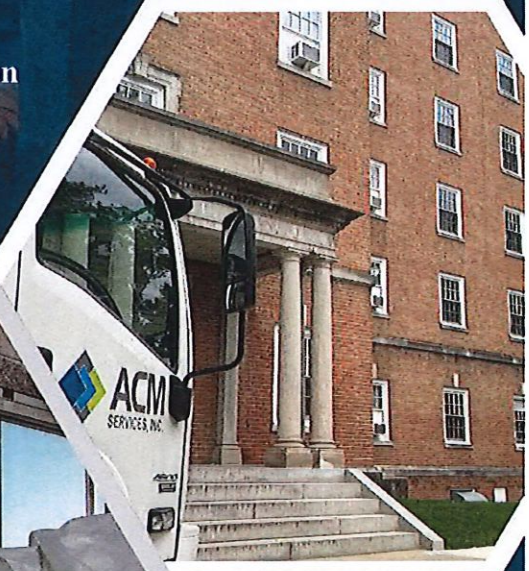
ACM SERVICES, INC.

Proposal for Asbestos Abatement and Hazardous Material Removal - 10415 Montgomery Avenue



Client: Town of Kensington

ACM Job# MD45860JM





ABOUT US

ACM Services, Inc. is a leader in environmental abatement remediation and demolition, with over three decades of experience delivering safe, efficient, and specialized solutions.

PROPOSAL

This proposal outlines ACM's commercial environmental solutions, including asbestos and lead abatement and mold remediation. Our experienced team ensures safe, efficient removal of hazardous materials.

301-230-2822
12022 Parklawn Drive
www.acmservices.com

Client: Town of Kensington
Recipient: Alex Marini
ACM Job# MD45860JM
Friday, October 2, 2026

Proposal for Asbestos Abatement - 10415 Montgomery Avenue

Address: 10415 Montgomery Avenue, Kensington, MD 20895

SCOPE OF WORK

Asbestos:
Removal and disposal of the following building materials:

Table 1: Identified Asbestos-Containing Materials

Description	Location	Approximate Quantity	NESHAP Category
Wood Fire Door Insulation	HVAC Closet Door	1 – Door	Friable ACM
Joint Compound on Drywall	Throughout Interior Walls & Ceilings	1,660 SF	Friable ACM
Black Floor Tile Mastic	Throughout Floor Underneath 12"x12" Floor Tile	600 SF	Category I – Non-Friable ACM
12"x12" White with Gray Specks Floor Tile (Contaminated by Black Floor Tile Mastic	Throughout Floor	600 SF	Category I – Non-Friable ACM
Window System Caulk/Glazing	Perimeter Walls	4 @ 3'x8' Windows 2 – 1.5'x8' Windows 2 – 3'x3' Windows 1 – 3'x5' Window 6 – 6.5'x8' Windows	Category II – Non-Friable ACM
Roofing Sealant on Rooftop HVAC Ductwork & Vent Pipes	Middle Roof Area	100 SF	Category I – Non-Friable ACM

Hazardous Materials and Universal Wastes
Removal and disposal of the following building materials:

- 20 fluorescent tubes
- 9 high intensity discharge lamps
- 3 suspect mercury containing light tubes
- 2 cathode ray tubes (older television monitors)
- 1 emergency light fixture
- 2 battery pack
- 3 standalone batteries
- 2 fire extinguishers
- 2 paint cans and other cleaning chemicals

Refrigerant Recovery
Removal and disposal of the following building materials:

- HVAC System (R-410A)
- Refrigerator

ACM Services to provide temporary power and bathrooms for the duration of the work.

Project will require 4 days to complete. *After completion of this project a report containing important documentation including licenses, waste manifests, and air monitoring results, when applicable, will be sent to you for your record.*

ASBESTOS ABATMENT PROCEDURES

- Seal All Critical Barriers (Door, Windows, HVAC, Through Wall Penetrations) Within the Work Area (WA)
- Isolate Ingress/Egress to the WA via Decontamination Chambers
- Place the WA Under Negative Pressure via HEPA Air Filtration Devices
- Remove Asbestos Containing Materials as Listed Above
- Double Bag, Seal, and Wipe Clean All Waste Prior to Removal From the WA
- Perform Final Cleaning Procedures via HEPA Vacuuming and Wet Wiping
- Remove Containment Barriers and Equipment After Passing PCM Air Samples

COST ESTIMATE

Total Project Cost - **$ 22,490.00**

This proposal is valid for 10 days after which time ACM Services, Inc. reserves the right to change or modify any price, condition, or service offered. ACM Services, Inc. reserves the right to modify this proposal based on any escalated labor and material costs as realized from the date of this proposal. ***If payment is made via credit card, a 3% surcharge will be applied to the total project cost.***

QUALIFICATIONS

- *Owner/GC to provide spot for dumpster.*
- *Owner/GC to provide parking for ACM Services 16' Box Truck.*
- *Normal Working Hours between 7:00am and 3:30pm Monday through Friday.*
- *Project will require a ten (10) day notification to Maryland Department of the Environment (MDE)*

EXCLUSIONS

- Unforeseen conditions
- Wage scale
- Unidentified/unspecified asbestos-containing materials
- Unidentified/unspecified lead or other hazardous material removal and disposal
- Moving/storing of F.F.E and other loose items
- Protection of owner or other trades items, work, or materials.
- Cut, Cap, make safe, marking, and/or disconnects
- Temporary utilities
- Temporary protection
- Hard construction barriers
- Selective demolition for access
- Replacing or repairing removed materials
- Patching or preparing surfaces to receive new finishes
- Painting
- Repairs to paint, wallpaper, or any other finished surface damage due to containment or protection construction. This also includes removal of glue, tape residue, and / or the preparation of substrates
- U.S. Citizen Only Requirements
- Security clearances
- Escorts for access
- Payment and Performance Bonds
- Any work or items not specifically defined in the above scope of work.

INSURANCE

Unless otherwise agreed, this cost estimate includes ACM Services, Inc. standard insurance coverage: One million general liability with asbestos, lead and XCU inclusions, One million auto, and One million workmen's compensation.

TERMS

General: This Bid/Proposal is contingent upon the understanding that when accepted, these Terms and Conditions shall become part of any formal written agreement between ACM Services, Inc. ("ACM") and the Client. ACM's obligations shall be expressly limited to the labor and materials set forth in its Proposal. ACM shall not be responsible for any other obligations not expressly required to complete its specific scope of Work. Client acknowledges and agrees that it shall have no right to rely upon this Proposal or any part thereof for any reason unless it has accepted the same by executing said Proposal without altering or editing the same within the time limit set forth in the Proposal.

Performance of the Work: ACM shall use its best care, skill and diligence during the performance of the Work. Notwithstanding any higher standard stated elsewhere, ACM's Work shall be executed in substantial compliance with the plans and specifications in a good and workmanlike manner and free of defect not inherent in the type of work. Unless otherwise specified herein, ACM shall provide all labor, materials, and equipment necessary for the proper execution and completion of the Work and shall have the unilateral discretion to utilize the means and methods it deems appropriate to complete the Work. Client may reject ACM's Work only for demonstrated noncompliance with the plans and specifications and only if the Architect / Engineer concurs that the work rendered pursuant hereto is unacceptable. Any examination of the site required by the agreement shall be deemed a reasonable, visual investigation only, and ACM shall not be held liable for any latent or hidden site conditions contained in any surface or substrate upon which ACM is required to perform its Work, or for any latent defects and/or omissions set forth in the Contract Documents.

Payment Terms: Notwithstanding any other provision or condition precedent for payment in any other agreement, the payment provisions contained therein, including ACM's rights to payment for any and all claims, losses, and damages for delay or any other causes, shall be construed as only establishing a reasonable time for payment to ACM, which reasonable time shall not exceed forty-five (45) days from invoice date. ACM's entitlement and right to payment from Client shall not be contingent upon Client's receipt of payment from Owner. ACM does not bear the risk of Owner nonpayment due to Owner becoming insolvent or for any other reason not attributable to ACM's performance of its Work under the agreement. This proposal excludes retainage. Retainage on sums owed to ACM shall be allowed but only as withheld by Owner and not to exceed 5%, further reduced to 2.5% at 75% completion. No retainage shall be allowed on trucking, waste or debris transport and disposal, or monitoring and testing components of ACM's Work. All retainage shall be due and released to ACM upon ACM's substantial completion, no later than 60 Days from ACM's last day worked on the project. Any monies not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) from the date payment is otherwise due and until said payment is received by ACM. In the event an attorney is required to facilitate the collection of any unpaid monies, all costs incidental to the collection or dispute, including any attorney's fees incurred as a result of the collection or dispute, expert witness fees, and consultants' fees, shall be added to any unpaid balance owed to ACM. In the event of nonpayment when due, ACM reserves the right to stop work upon five (5) days written notice to Client. Final payment to ACM shall become due and owing upon final inspection and acceptance of ACM's Work. After final inspection, ACM shall have no further obligation relating to the Work except for the warranty provisions set forth herein. Nothing in this paragraph shall be construed as a limitation of the right of ACM to pursue all available equitable and legal remedies against Client in the event of nonpayment.

Changes/Back Charges: Any additions to or deviations from the Work, ACM's repair of damage to the Work caused by others, or any labor performed outside of ACM's regular working hours shall be compensated on a time and material basis and ACM shall be entitled to a reasonable mark-up of not less than 15% on any changed work. If Client or any of its site personnel, agents or representatives directs ACM to perform work in writing (including, but not limited to, by e-mail) such direction shall obligate Client to compensate ACM upon completion of the directed work as indicated. Client acknowledges full responsibility to timely pay for all changes including changes initiated by the Owner or Client's customer not later than forty-five (45) days of invoice. Client acknowledges that no back charge shall be valid unless Client provides ACM prior written notice and an opportunity to cure before incurring any costs chargeable to ACM. Client acknowledges that its right to set-off or back charge against ACM is expressly conditioned upon Client's provision of the aforementioned written notice and an opportunity to cure of no less than five (5) working days (except in the case of an emergency situation involving immediate threat to life or property for which inaction would result in greater damage).

Force Majeure/Delays: Fires, floods, strikes, lockouts, epidemics, accidents, shortages or other causes beyond the reasonable control of the parties, which prevent ACM from performing its Work, shall suspend construction until the cause is removed. ACM shall not be responsible for any damage or delay to the Work resulting from the aforementioned causes. In the event ACM is delayed, hindered, impacted, disrupted or otherwise interfered with during the performance of its Work under the agreement as a result of the actions or inactions of the Client, its Contractors, its Subcontractors, or anyone else for whom the Client is responsible, ACM shall be entitled to all costs, damages and expenses incurred as a result of any such delay, hindrance, impact, disruption or interference, including an increase in time for performance. ACM shall provide written notice of any claims within twenty-one (21) days of its actual knowledge of the event giving rise to the claim.

In the event any such occurrence is a result of the actions or inactions of the Owner, ACM agrees to submit such claims for additional cost and/or time to the Client pursuant to the provisions of the contract documents if and only if such documents are provided to ACM prior to commencement and subject to ACM's review and acceptance thereof. Notwithstanding anything to the contrary, ACM shall not be liable to Client for liquidated damages unless ACM expressly agrees to such, liquidated damages are actually assessed by the Owner against Client, and ACM was the cause of Critical Path delay producing the liquidated damage assessment.

Warranty: ACM shall warrant its labor for a period of one (1) year after substantial completion of the Work described herein. ACM shall not be responsible for any consequential or similar damages, direct or indirect, arising under its Proposal or any agreement arising therefrom. ACM shall have the right to cure any defects or deficiencies prior to the recovery of any damages by Client as set forth herein. THE WARRANTIES STATED HEREIN SHALL BE LIMITED AND EXCLUSIVE AND ACM MAKES NO FURTHER EXPRESS OR IMPLIED WARRANTIES RELATING TO THE WORK. ACM shall not be responsible for any pre-existing conditions in any way involving the Work, unless otherwise specified.

Dispute Resolution: Any controversy or claim between ACM and the Client arising out of, or related to, the work included in its Proposal, or the breach any agreement arising therefrom, shall be settled by direct meeting of the parties' senior executives, then by mediation, and then by arbitration or litigation. If arbitration is elected, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect; otherwise, any dispute, claim or controversy shall be settled by formal litigation and shall be held in Montgomery County, Maryland. Any dispute resolution process contained in a contract arising from ACM's proposal shall not be deemed a limitation of the rights or remedies that ACM may have under Federal or State laws, mechanic's lien laws, or under applicable labor or material payment bonds. Should ACM employ an attorney to institute suit or demand arbitration to enforce any of the provisions of any agreement or to protect its interests in any manner arising under the same, ACM shall be entitled to recover from Client reasonable attorneys' fees, expert witness, consultants' fees, costs, charges, and expenses expended or incurred by ACM.

Governing Law and Venue: Any controversy or claim between ACM and the Client arising out of, or related to, this agreement shall be construed and interpreted in accordance with the laws of the State of the place of the Project without regard to its choice of law provisions. Any litigation arising from or related to the work arising from this Proposal or the interpretation or operation of any term included herein shall be resolved solely in state or federal courts located in the State of Maryland. ACM and the Client hereby consent to, elect, and waive any objection to the laying of jurisdiction and venue in such courts in the event of litigation under or relating to this agreement. ACM and Client WAIVE ALL RIGHTS TO JURY TRIAL IN ANY LITIGATION RELATED TO THIS PROPOSAL OR ANY AGREEMENT ARISING THEREFROM.

Indemnity/Insurance: The indemnity obligation of ACM under any agreement shall be limited to the portion of any claims, damages or losses on the Project caused solely by a negligent act or omission on the part of ACM, any of its subcontractors, employees, agents or representatives or any other person for whom ACM is liable. Any requirement of additional insured coverage shall be limited to Client and Owner, and respond only to losses arising out of a negligent act or omission on the part of ACM, any of its subcontractors, employees, agents or representatives or any other person for whom ACM is liable.

Releases/Waivers: Any form language or contract language wherein ACM purports to release the Client or any other person or entity is hereby qualified by the following language whether or not ACM specifically adds the language: "This release shall apply only to work for which payment has been received in full by ACM; shall not apply to retainage, unbilled changes or to accrued claims; and shall be conditional upon receipt of funds to ACM's account."

Miscellaneous: In the event of a significant price increase of material, fuel or consumables occurring after the execution of any agreement through no fault of ACM, the Subcontract Sum shall be adjusted by change order to reflect the price increase. A change in price of an item of material shall be considered significant when the price of an item increases five percent (5%) between the date of the Subcontract and the date that the labor and materials are furnished to the Project. ACM shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond ACM's control. (i.e. suppliers run out of the supplies/materials needed for the job and ACM is unable to purchase the materials needed to proceed with the work.)

ACM shall not be liable for consequential, special, or any other indirect damages in connection with the Project, including claims for lost profits, lost sales, lost rents, lost financing, lost opportunities and home office overhead costs. Claims for consequential damages which are covered by liability, builder's risk, or other insurance coverages provided in connection with the Project are exempt from this provision.

ACM's proposal terms constitutes the base understanding between the parties and binds them, their successors, heirs and assigns. Any alteration or modification thereof shall be effective only if in writing and signed by ACM and Client. If one or more of the provisions of these Terms and Conditions shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein shall in no way be affected or impaired. No alterations or modifications of these terms will be valid without written acceptance by an ACM authorized person at the time that the Proposal is accepted. It is expressly understood that these Terms and Conditions shall prevail in any conflict between any other subsequent agreement proposed by Client except to the extent expressly agreed to by ACM. Client recognizes and acknowledges that ACM's bid is expressly based and conditioned upon these Terms and Conditions. Modifications to these Terms and Conditions will result in adjustment by ACM of its Bid/Proposal.

We appreciate your selection of ACM Services, Inc. to provide this offer, and we look forward to working with you and your staff. If you have any questions or require further assistance, please do not hesitate to call.

Please indicate your acceptance of the above terms, insurance, and the extent of this project by signing in the space provided below and returning a copy to ACM Services, Inc.

Sincerely yours,
ACM Services, Inc.

John McGraw

John McGraw
Senior Project Manager / Estimator

	ACM Services, Inc.
By_____	By_____
Name and	Name and
Title_____	Title_____
Date_____	Date_____

12022 Parklawn Drive, Rockville, MD 20852 T 301-230-2822 F 301-230-1377 info@acmservices.com www.acmservices.com

Resolution No. R-15-2026
Adopted:

A Resolution of the Mayor and Town Council of Kensington Approving a Variance to encroach one-foot (1') into the ten-foot (10') side yard setback for a dwelling on land zoned for single-family use at 10311 Summit Avenue, in accordance with Section 5-104 (b) of the Town Code.

WHEREAS, the Town received a permit application for an addition by Kristi Pappalardo and Kevin Jones, ("the Applicants"), for certain real property located at 10311 Summit Avenue, ("the Property"); and

WHEREAS, the proposed addition encroaches one-foot (1') into the ten-foot (10') side yard setback of the northeast corner of the property, as regulated within Section 5-104, "Building Lines", of the Town Code; and

WHEREAS, the Applicants have filed a Variance request before the Town Council to encroach one-foot (1') into the ten-foot (10') side yard setback for a dwelling on land zoned for single-family use; and

WHEREAS, the Town Council may grant a petition for a Variance after a hearing when the Council finds that:

1. There are specific situations or conditions that are peculiar to the property that makes it unique from neighboring properties, including, but not limited to: (i) shape (narrowness/shallowness); (ii) topography; (iii) historic significance; (iv) environmental features; or (v) other extraordinary conditions unique to that property. The conditions must result from the application of building or zoning standards and not from the action, inaction or the personal circumstances of the property owner or the owner's predecessor(s); and

2. The requested variance is the minimum necessary to overcome the unique condition of the property; and

3. The requested variance is not detrimental to neighboring properties or the community as a whole.

WHEREAS, the Mayor and Council conducted a Public Hearing on the Variance request at the September 16, 2026, Council meeting, after due notice to the public and to the adjacent neighbors, and received testimony on the requested Variance. The Council closed the record following the Public Hearing.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Kensington, based on the testimony presented at the Public Hearing on September 16, 2026, and evidence submitted, adopts the following findings of fact and conclusions of law:

Findings of Fact:

1. Kristi Pappalardo and Kevin Jones ("Applicants") are adding a screened in deck at the rear of the existing dwelling.
2. The one-foot (1') encroachment is on the northeast corner of the property.
3. The proposed addition meets the requirement of maintaining a distance of at least fifteen (15) feet to any other dwelling.

Conclusions of Law:

1. Strict application of Town regulations would result in undue hardship due to the positioning of the house in relation to the lot line.
2. The proposed Variance is the minimum necessary to overcome the unique condition of the Property.
3. The Variance can be granted without impairment of the intent, purpose, and integrity of this article.

BE IT FURTHER RESOLVED THAT the Variance request to encroach one-foot (1') into the required ten-foot (10') side yard setback at the Property located at 10311 Summit Avenue be and it is hereby granted.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 21st day of October, 2026.

EFFECTIVE the 21st day of October, 2026.

ATTEST: **TOWN OF KENSINGTON, MARYLAND**

By: _____ _____

Susan C. Engels, Clerk – Treasurer Tracey C. Furman, Mayor