



# Town of Upper Marlboro

## BOARD OF TOWN COMMISSIONERS WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, October 10, 2023 at 7:30 PM

### **AGENDA**

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This meeting will be conducted via Town Hall & Zoom Video Teleconference.

<https://uppermarlboromd-gov.zoom.us/j/85001022865?pwd=ZkRJeXFbFIRY20xbk1vVkIXTm1zZz09>

**Webinar ID:** 850 0102 2865; **Passcode:** 070402; **Audio Dial-in only:** 301 715 8592

*Work Sessions are open to public observation, however, public participation is at the discretion of the Board*

### **WORK SESSION AGENDA: 7:30 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Review of Agenda**
- 5. Board of Supervisors of Elections Certified Candidates Announcement**
- 6. Old Business**
  - A. Ordinance 2023-10 Property Standards (Board Discussion)
  - B. Annexation (Board Discussion)
- 7. New Business**
  - [A.](#) Shared Parking Agreements (Board Discussion)
  - [B.](#) Marlborough Towne Roads (Board Discussion)
- 8. Administrative Items**
- 9. Preliminary Approval of Next Meeting Agenda**
- 10. Adjournment**

*Video of the Special Meeting / Work Session will be posted to the Town YouTube Channel within 1 business days of the meeting.*

All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217

**THE TOWN OF UPPER MARLBORO AND TRINITY EPISCOPAL CHURCH  
PARKING LOT IMPROVEMENTS AND  
SHARED USE AGREEMENT**

**WHEREAS**, the Town of Upper Marlboro maintains a total of 123 on-street single-space parking meters along Main Street, Pratt Street, Water Street, Elm Street, and Judges Drive in the downtown area near the Courthouse with an hourly rate to park at these on-street meters; however, on Sundays, street parking is free; and

**WHEREAS**, the Town also maintains a downtown parking lot at 14525 Church Street (behind Bank of America) within walking distance of the Courthouse open Monday-Friday, 8 a.m.-6 p.m. where credit cards and coins are accepted with a parking rate of \$0.50 an hour, and for a maximum of 10 hours, and parking passes are available for \$40.00 per month, or, \$12 per week, and Prince George’s County also maintains meters at the Courthouse Parking Lot on Water Street, with parking enforced by the County Revenue Authority; and

**WHEREAS**, as of Jan. 9, 2023, the hourly rate to park at on-street meters was lowered from \$2.50 an hour to just \$1.00 per hour outside of courthouse operating hours, and after 10 p.m. Monday-Saturday and all-day Sundays, street parking is free; and

**WHEREAS**, the Town has also partnered with ParkMobile, a virtual parking application for day-to-day needs, where visitors can quickly pay for on-street parking and get alerts when their parking session is about to expire so they can easily extend time right from their phone and with over 50 million users, the ParkMobile application allows an alternative way to park and reserve parking ahead of time, and easily pay for street, lot, or garage parking right from your mobile device and a user can also reserve parking ahead of time near venues, or arenas; and

**WHEREAS**, when using driving navigation in Google Maps, a driver will see a “pay for parking” button in areas where ParkMobile is available and when they tap that button, it will take them to Google Pay, where they can make a ParkMobile payment and ParkMobile further offers an automated phone-based system where you can call a number posted on the signs around the parking space and make a payment; and

**WHEREAS**, the Town of Upper Marlboro (the “Town”) has negotiated with certain private property owners around the downtown area regarding partnering with the Town to offer paid public parking, which the Town would primarily administer and regulate, and the parking would be paid for by users through the Town’s licensed ParkMobile Application; therefore, there is no need for physical parking equipment or meters to be installed; and

**WHEREAS**, pursuant § 82-16(2) of the Town Charter, the Town Board of Commissioners has the power to pass ordinances not contrary to the laws and Constitution of this State, for the following specific purposes: (pp) *(Parking Facilities)* to license and regulate and to establish, acquire by purchase, lease or other transfer, own, construct, operate, and maintain parking lots and other facilities for off street parking, and (qq) *(Parking Meters)* to install parking meters on the streets and public places of the Town in such places as by ordinance may be determined, and by ordinance prescribe rates and provisions for the use thereof, except that the installation of parking meters on any

street or road maintained by the State Roads Commission of Maryland must first be approved by the Commission; and

**WHEREAS**, pursuant to Ord. No. 2016-02 (7-12-2016) and Ord. No. 2019-07 (10-8-2019) the Board of Commissioners may establish and regulate parking zones, restricted parking zones, and permit parking zones by resolution, as long as it is advertised in a newspaper of general circulation no less than 15 days prior to the town meeting in which it is to be voted upon.

**NOW, THEREFORE**, in consideration of the foregoing and of the respective covenants and undertakings herein set forth, the parties hereto hereby agree as follows:

This Parking Lot Improvements and Shared Use Agreement (“Agreement”) is made by and between the VESTRY OF TRINITY CHURCH (“Trinity Episcopal Church,” or sometimes referred to as the “Property Owner”) and the Town of Upper Marlboro, acting by and through its Town Board of Commissioners (the “Town”) (Each a “Party” and together the “Parties”), for the shared use and improvements of the parking lot area of Trinity Episcopal Church (hereinafter, the “Parking Premises”), located at 14515 CHURCH ST., UPPER MARLBORO, MD 20772.

1. **TERM.** The term of this Agreement shall commence on the \_\_\_ day of \_\_\_\_\_, 2023 and continue through [Date in 2024]. At the end of the initial term, the Lease will automatically be renewed for successive one (1) year terms for a total of five (5) years. Either Party may terminate this Agreement, at any time for any reason, by giving the other Party thirty (30) days advance written notice. If the Town terminates this Agreement, the Town forfeits the cost of any Improvements to the Parking Premises made by the Town. If Trinity Episcopal Church terminates this Agreement, Trinity Episcopal Church shall pay to the Town the unamortized cost of any improvements made to the Parking Premises by the Town. The cost of improvements will be valued with a straight line 10-year amortization schedule.
2. **OWNERSHIP.** The Parking Lot and Parking Premises owned by the Property Owner are more particularly described as:

Tax Account No: District – 03, Account Number – 0246918;  
 Map 0101, Grid F2, Parcel 209;  
 Property Land Area: 37,026 SF;  
 Description: CHURCH LOT;  
 Street Address: 14515 CHURCH ST.;  
 Owner of Record: VESTRY OF TRINITY CHURCH.

3. **OWNER’S RESPONSIBILITIES.**
  - a. The Property Owner will keep the parking lot open Monday-Friday from 8 a.m.- 6 p.m. (closed on observed holidays),
  - b. The Property Owner will maintain the lot (remove litter, and maintain asphalt, stripping, grass cutting, vegetation trimming, etc.) and agrees to keep it in good repair,
  - c. The parking payment revenue will be split between the Parties at 40%-Town, 60%-Land owner,

- d. The Property Owner will assist in advertising the public parking site,
- e. The Property Owner shall dictate how many and which spaces are to be allocated for the public's use, and how many spaces the Owner may need or retain for its operations,
- f. The Property Owner agrees to open the lot for parking as free parking for large Town special events (i.e., Marlboro Day, Trunk or Treat, etc.) for which the Town will clean the lot after the Town special event,
- g. The Property Owner may call Town Hall during office hours to request parking enforcement to visit the site for a particular issue or violation, and
- h. The Property Owner agrees to terminate or modify any existing tow companies that have a contract on the site to prevent any conflict with public parking and Town enforcement measures.

4. TOWN'S RESPONSIBILITIES.

- a. The Town will entirely maintain all parking citation fees, administration and related issues,
- b. The Town will maintain any public parking signage at the Parking Premises,
- c. Parking payment revenue is to be split 40%-Town, 60%-Property Owner,
- d. The Town will assist in advertising the public parking site,
- e. The Town sets the parking rates and is the primary contact for Park Mobile,
- f. The Town will make quarterly payments to the Property Owner by check and provide a breakdown of transactions made for that quarter,
- g. The Town will enact necessary ordinances and resolutions to designate and regulate the use of public parking spaces located on the Parking Premises,
- h. The Town will provide daily and routine parking enforcement and issue tickets to vehicles that have not paid to park,
- i. The Town will handle all court requests regarding parking citations issued on the Parking Premises,
- j. The Town will be the only parking enforcement entity during regular parking hours, and
- k. Towing services may be used for junked/abandoned vehicles, or vehicles parking after hours.

5. IMPROVEMENTS. The Town, upon agreement from Trinity Episcopal Church, which consent shall not be unreasonably withheld, may facilitate changes, enhancements and/or improvements to the Parking Premises. The Town shall incur the capital expense of any such changes, enhancements and/or improvements. The cost of improvements will be valued with a straight line 10-year amortization schedule.

6. WARRANTY. The Town warrants that any changes, enhancements and/or improvements to the Parking Premises furnished by the Town under this Agreement shall be performed in good and workmanlike manner. The Town further warrants that any improvements furnished by the Town, or a contractor engaged by the Town, shall be free of any defect in equipment, material, or design, or workmanship. Upon receipt of notice from Trinity Episcopal Church, and

following a reasonable investigation as to causation, the Town agrees to remedy any failure to conform, or any defect caused by the negligence of the Town or a contractor engaged by the Town.

7. SHARED USE, LICENSE AND SCHEDULING. Trinity Episcopal Church shall designate, with and mark [redacted] parking spots for the exclusive use of Trinity Episcopal Church at all times. Trinity Episcopal Church shall approve the location of public parking spots. Trinity Episcopal Church shall have exclusive use of the Parking Premises each Sunday from 6 a.m. to noon. The Parties will coordinate scheduling of parking for all other Permitted Uses, including, but not limited to identifying primary and secondary scheduling contacts and the implementation of a shared use calendar. This Agreement shall be considered to be a revocable license agreement, provided that 30 days' notice is given prior to revocation of the license.
8. FEES. The Town may charge, collect and retain all revenues from regular, daily or special event parking for the Town or public use of Parking Premises.
9. SUPERVISION & ENFORCEMENT. With the exception of scheduled, reserved and permitted Trinity Episcopal Church events, the Town shall be responsible for supervision and enforcement of parking on the Parking Premises.
10. SECURITY. With the exception of scheduled, reserved and permitted Trinity Episcopal Church events, the Town shall be responsible for security of the public parking at the Parking Premises consistent with the level of security provided at other Town venues, spaces, operations and events.
11. MAINTENANCE. Trinity Episcopal Church shall be responsible for the on-going and annual maintenance of the Parking Premises and for the ongoing maintenance of lighting and associated utility costs. With the exception of permitted and scheduled Trinity Episcopal Church events, the Trinity Episcopal Church shall be responsible for trash removal from the Parking Premises.
12. SNOW REMOVAL. Trinity Episcopal Church shall be responsible for snow removal from the Parking Premises, alleys and public sidewalks immediately surrounding the Parking Premises by 8:30 AM every morning. Snow removal procedures shall include installation of reflective markers to surrounding Parking Premises landscaping and infrastructure. Trinity Episcopal Church shall be responsible for snow removal from other areas of church property.
13. RESTITUTION AND REPAIR. Trinity Episcopal Church shall be responsible for any Parking Premises damage caused at or during permitted, reserved, and scheduled church events. The Town shall be responsible for any Parking Premises damage caused at or during all other times.
14. INSURANCE. The Town maintains blanket insurance coverage over real and personal property, and is covered by its insurance carrier, the Local Government Insurance Trust. The

Town shall maintain insurance coverage throughout the term of this Agreement. Trinity Episcopal Church shall maintain a commercial general liability insurance policy with limits in the following amounts: Each Occurrence Limit: \$2,000,000 General Aggregate Limit: \$4,000,000. Trinity Episcopal Church shall maintain commercial general liability coverage throughout the term of this Agreement, and upon request, agrees to provide the Town with a Certificate of Insurance.

15. TAXES. As applicable depending on the tax exempt status of the Property Owner, the Town shall pay annually an amount equal to any real estate taxes levied by the Town, if any, directly attributable to any improvement or public use of the Parking Premises and the Town will pay a pro rata share for the percentage of spaces allocated for public parking versus those reserved or retained by the Property Owner for the annual period. If such tax is paid by the Property Owner, the Town shall reimburse the property Owner for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Town's pro-rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the improvement such as, by way of example, the relevant tax assessor's designation of the value of such improvement. Upon written request by the Town, the Property Owners shall furnish evidence of payment of all pertinent taxes.
  
16. INDEMNIFICATION. Each Party agrees to defend, indemnify, and save harmless the other Party from and against any and all claims, losses, actions, damages, liability and expenses (including reasonable fees and expenses of legal counsel) arising out its breach of this Agreement, and/or negligence or willful misconduct.
  
17. GOVERNING LAW. This Agreement is governed by and construed according to the laws of the State of Maryland. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement must be filed in the State Courts of Maryland. Due to the complexity, high cost and time involved in commercial litigation before a jury, the parties knowingly, voluntarily, and irrevocably waive any and all rights to trial by jury of any dispute to enforce the terms of or to construe the terms of this Agreement.
  
18. NOTICES. Any notice required or permitted to be given under the terms of this Agreement shall be deemed given when reduced to writing and placed in the United States Mail, with first-class and certified mail, return receipt requested, postage fully prepaid, and addressed to the other Party at the address shown, as follows:
  - A. VESTRY OF TRINITY CHURCH, 14515 Church St, Upper Marlboro, MD 20772, Attn: Senior Warden.
  
  - B. THE TOWN OF UPPER MARLBORO, 14211 School Lane, Upper Marlboro, MD 20772, Attn: Town Administrator.

- 19. AUTHORITY. The Parties warrant that each has approved the terms of this Agreement and the person signing on behalf of each Party is duly authorized to execute this Agreement.
- 20. ENTIRE AGREEMENT. This Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the Parties concerning the matters contained herein and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.
- 21. INTERPRETATION AND SURVIVAL. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. It is agreed that, without limiting any other provision, all obligations of the Parties to indemnify, hold harmless, and/or defend the other shall survive the termination or cancellation of this Agreement.
- 22. SEVERABILITY. The invalidity of any provision, clause, or phrase will not serve to render the balance of this Agreement ineffective or void.
- 23. COUNTERPARTS AND EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All Parties to this Agreement acknowledge that they are relying upon the advice of counsel and enter into this Agreement pursuant to their own free will.

IN WITNESS WHEREOF, this Agreement has been executed as of the day, month and year as set forth below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

VESTRY OF TRINITY CHURCH

THE TOWN OF UPPER MARLBORO

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Sarah Franklin  
Mayor

**ROAD TRANSFER AGREEMENT**

THIS ROAD TRANSFER AGREEMENT, made this day of XXXX 2023, by and between the MARLBOROUGH TOWNE HOMEOWNERS ASSOCIATION, INC. , a body corporate and politic, hereinafter referred to as the "HOA", party of the first part, and the Town of Upper Marlboro, a public body corporate and politic, hereinafter referred to as the "Town", party of the second part.

**WHEREAS**, pursuant to § 5-204 of the LG Art., of Md. Ann. Code, a municipality by ordinance may acquire by conveyance any real property needed for a public purpose; and

**WHEREAS**, under the authority contained in §82-81 of the Charter of the Town of Upper Marlboro, the Town is empowered to agree to accept title to, jurisdiction over, and responsibility for the maintenance of any road within the Town's corporate limits; and

**WHEREAS**, pursuant to § 82-64 of the Charter, the Town has the power to establish, regulate, and change the physical characteristics of public ways in the Town; and

**WHEREAS**, the HOA has agreed to transfer to the Town the hereinafter described road that was constructed by or for the HOA, and the Town has agreed to accept the roads as an integral part of the Town's public road system; and

**WHEREAS**, the parties by this Agreement desire to evidence their understanding regarding the transfer.

NOW, THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of One (\$1 .00) Dollar payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties, and in further consideration of the conditions hereby set forth, the parties hereto agree as follows:

- 1) The HOA does hereby agree to transfer unto the Town by quit claim deed, and the Town does hereby agree to accept from the HOA ownership of, jurisdiction over and, except as provided below, responsibility for the maintenance of the following described sections of HOA highway and mileage, hereinafter referred to as the "Roadways" as described below:

**Marlborough Town HOA to the Town of Upper Marlboro**

Transfers the complete travel lanes, from curb to curb, including any parallel parking spaces, of Marlborough Lane, Marlborough Circle, Marlborough Grove, and Marlborough Terrace, not inclusive of private parking spaces (multiple recessed, perpendicular spaces partially surrounded by landscaping) which will remain in the ownership of the HOA. The HOA will be responsible for maintenance of said parking spaces.

Metes and Bounds Description



Marlborough Lane being ...

Marlborough Circle ...

Marlborough Gove ...

Marlborough Terrace ...

- 2) Transfer of the Roadway to the Town is subject to the following conditions:
  - a. The effective date of transfer of the Roadways to the Town shall be upon conveyance and delivery, and Town's acceptance of a quitclaim deed to the Roadways.
  - b. The Roadways will be included in the Town's roads inventory as of the effective date of the transfer.
  - c. The basis for the allocation of funds from the Maryland State Highway Administration to the Town will include the Roadways (linear miles) beginning July 1 of the year following the date as outlined in Item B above.
  - d. The transfer of the Roadways to the Town is made on an "as-is" basis, including, the existing condition of the roadway as of the effective date of the transfer.
  - e. The Town will accept jurisdiction over and responsibility for the maintenance of the Roadways as set out herein, as of the effective date of transfer.
  - f. Jurisdiction over the Roadways includes regulatory authority and control including without limitation, those powers enumerated in the Town Charter, and the right to limit the width and location of existing access points, the requirement that an entrance from any commercial or industrial property may not be made into the Roadways except in accordance with a permit, and the requirement that permits must be acquired before working within and across the Roadways.
- 3) The HOA will prepare a quitclaim deed conveying the Roadway to the Town. A copy of the deed, plats, and Road Transfer Agreement will be presented to the Town for review, with the understanding that the HOA will execute and return the deed to the Town for acceptance unless notified of any errors in the deed description by the Town within sixty (60) days of the Town's receipt of the deed.
- 4) This Agreement is contingent upon the approval of an authorizing ordinance.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officers thereunto duly authorized the day and year first written.

ATTEST:

THE TOWN OF UPPER MARLBORO

Town Clerk

By:  
Mayor/President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kevin Best, Town Attorney

ATTEST:  
HOMEOWNERS ASSOCIATION, INC.

MARLBOROUGH TOWNE

Witness

By: