



Town of Upper Marlboro

BOARD OF TOWN COMMISSIONERS WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, March 11, 2025 at 7:00 PM

AGENDA

This meeting will be conducted at the Town Hall and online via Zoom Video Teleconference.

<https://uppermarlboromd-gov.zoom.us/j/86847876643?pwd=4GcCOWdb8ADEAdSfg9Akf6lWoNxYBZ.1>

Webinar ID: 868 4787 6643; **Passcode:** 404232; **Audio Dial-in only:** 301 715 8592

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

NOTICE OF CLOSED SESSION:

Tuesday, March 11, 2025

7:00 PM | Following Board Work Session

Pursuant to **Maryland Annotated Code, General Provisions Article 3-305(b) (1)** ["To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals"] and **(2)** ["protect the privacy or reputation of an individual with respect to a matter that is not related to public business"], The Board of Commissioners proposes to go into Closed Session following the Board Work Session on Tuesday, March 11th, 2025, 7:00 PM to discuss a personnel matter and to discuss a matter with regards to a municipal organization.

WORK SESSION AGENDA: 7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Business**
 - A. Marlboro VFD Building & Equipment Update (Board Discussion)
 - B. FY 2026 Budget Listening Session (Public Comment)
 - C. FY 2025 Budget Amendments (Board Discussion)
 - D. 01-2025 Charter Amendment: § 82-32 (Board Vacancies) (Board Discussion)
 - E. Trinity Church Parking Lot Agreement (Board Discussion)
 - F. Essential Employee Status (Board Discussion)
 - G. Annexation (Board Discussion)
6. **Administrative Updates**
7. **Preliminary Approval of Next Meeting Agenda**
8. **Motion to go into a Closed Session**

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
 Budget vs. Actuals: Budget_FY25_P&L_1 - FY25 P&L
 July - December, 2024

DATE: 3-10-2025

	Total				12/24 Budget Adjustment		Sarah's notes/questions
	Actual	Budget	over Budget	% of Budget	Change	New Budget	
Revenue							
Revenue							
4000 Taxes							
4010 Real Estate Taxes							
Residential	334,427.49	491,330.00	-156,902.51	68.07%		491,330.00	
4100 Personal Property Taxes	38,148.29	47,440.00	-9,291.71	80.41%		47,440.00	
6101.20 PPT - FY 2020	91.31	0.00	91.31		91.00	91.00	past due prior year taxes
4122 PPT FY2022	77.50	0.00	77.50		77.50	77.50	past due prior year taxes
4150 PPT Public Utilities	890,402.40	744,510.00	145,892.40	119.60%	145,800.00	890,310.00	reflects actual income
4310 Income Taxes	61,167.09	250,000.00	-188,832.91	24.47%		250,000.00	
Total 4000 Taxes	\$ 1,324,314.08	\$ 1,533,280.00	-208,965.92	86.37%	145,968.50	1,679,248.50	
4200 Fines, Licenses, Permits		15,000.00	-15,000.00	0.00%	(10,000.00)	5,000.00	
4220 Town Permits	850.00	2,500.00	-1,650.00	34.00%		2,500.00	
4230 Business License		7,000.00	-7,000.00	0.00%		7,000.00	
4240 Parking Meters	89,852.50	250,000.00	-160,147.50	35.94%	(85,000.00)	165,000.00	reflects reduced income - broken meters
4250 Speed & Red Light Cameras	321,608.00	525,000.00	-203,392.00	61.26%	100,000.00	625,000.00	reflects anticipated increased income
4260 Parking Fines/Penalties	9,088.75	55,000.00	-45,911.25	16.53%	(35,000.00)	20,000.00	reflects reduced income
4280 Pub/Edu/Govt Broadcasting	6,633.83	3,500.00	3,133.83	189.54%	3,134.00	6,634.00	reflects actual income
4290 Trader's Franchise Fees		13,000.00	-13,000.00	0.00%		13,000.00	
Total 4200 Fines, Licenses, Permits	\$ 428,033.08	\$ 871,000.00	-442,966.92	49.14%	(26,866.00)	844,134.00	
4300 Intergovernmental			0.00			0.00	
4320 Highway User Fee	8,482.64	32,000.00	-23,517.36	26.51%		32,000.00	
4330 State Police Aid	7,721.00	21,000.00	-13,279.00	36.77%		21,000.00	
4340 Financial Corporation Tax		1,500.00	-1,500.00	0.00%		1,500.00	
4350 Disposal Fee Rebate		1,500.00	-1,500.00	0.00%		1,500.00	
Total 4300 Intergovernmental	\$ 16,203.64	\$ 56,000.00	-39,796.36	28.94%	-	56,000.00	
4400 Miscellaneous Revenue		14,000.00	-14,000.00	0.00%	(5,000.00)	9,000.00	reflects anticipated income
4410 Miscellaneous	2,176.31		2,176.31			0.00	This should be in 4400 need to recode
4420 Interest Earnings	12,809.08	15,000.00	-2,190.92	85.39%		15,000.00	
4430 Town Hall Services - Misc							Service Charges need to be recoded in
Rev	497.11	4,000.00	-3,502.89	12.43%		4,000.00	the correct place
4440 Transfer from Reserve		78,725.00	-78,725.00	0.00%	(55,327.50)	23,397.50	reflects higher than anticipated revenues
4450 Special Events/Donations	346.00	10,000.00	-9,654.00	3.46%	(7,000.00)	3,000.00	reflects anticipated income

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	Actual	Budget	over Budget	% of Budget	Change	New Budget	
Total 4400 Miscellaneous Revenue	\$ 15,828.50	\$ 121,725.00	-105,896.50	13.00%	(67,327.50)	54,397.50	
4500 Grants			0.00		10,000.00	10,000.00	* Main Street Grant
4520 State Streetscape		425,000.00	-425,000.00	0.00%		425,000.00	
4530 FIP	43,625.00	50,000.00	-6,375.00	87.25%		50,000.00	
4560 DHCD Circuit Rider Grant	51,088.50	84,000.00	-32,911.50	60.82%		84,000.00	
4570 MD DNR 21		69,000.00	-69,000.00	0.00%		69,000.00	
4580 MD DNR 22		132,000.00	-132,000.00	0.00%		132,000.00	
4590 Bond Bill		155,000.00	-155,000.00	0.00%		155,000.00	
4592 FY22 Bond Bill		275,000.00	-275,000.00	0.00%		275,000.00	
4594 FY23 Bond Bill		150,000.00	-150,000.00	0.00%		150,000.00	
4596 Misc Grants	56,668.64	0.00	56,668.64			0.00	
4600 County DPW&T Grant		75,000.00	-75,000.00			75,000.00	
4620 Open Space Grant		0.00	0.00			0.00	
Total 4600 County DPW&T Grant	\$ 0.00	\$ 75,000.00	-75,000.00		10,000.00	75,000.00	
Total 4500 Grants	\$ 151,382.14	\$ 1,415,000.00	-1,263,617.86	10.70%		1,425,000.00	
Total Revenue	\$ 1,935,761.44	\$ 3,997,005.00	-2,061,243.56		\$61,775.00	4,058,780.00	
Services			0.00			0.00	
Total Revenue	\$ 1,935,761.44	\$ 3,997,005.00	-2,061,243.56	48.43%		4,058,780.00	
Gross Profit	\$ 1,935,761.44	\$ 3,997,005.00	-2,061,243.56	48.43%		4,058,780.00	
Expenditures			0.00			0.00	

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5000 General Government			0.00			0.00	
5105 GG Commissioner Salaries	16,999.96	34,000.00	-17,000.04	50.00%		34,000.00	
5107 GG Commission Expenses	2,743.04	12,000.00	-9,256.96	22.86%		12,000.00	
5110 GG Salaries	87,165.48	274,000.00	-186,834.52	31.81%	(70,000.00)	204,000.00	Reflects actual anticipated salaries
5111 GG Salaries - Bonuses		2,800.00	-2,800.00	0.00%		2,800.00	Need journal entry
5120 GG FICA	9,697.56	25,000.00	-15,302.44	38.79%	(3,000.00)	22,000.00	adjusted
5130 GG Health/Life/Dental Benefits	12,244.64	45,000.00	-32,755.36	27.21%	(14,500.00)	30,500.00	accountant recommended adjustment
5150 GG Pension Benefits	563.66	28,000.00	-27,436.34	2.01%		28,000.00	
5300 GG Professional Services			0.00			0.00	
5310 GG Accounting	31,422.98	40,000.00	-8,577.02	78.56%	10,000.00	50,000.00	split with PD this may have their new space costs in it - needs journal entry
5320 GG Audit	4,492.50	14,000.00	-9,507.50	32.09%		14,000.00	
5330 GG Payroll Processing	2,888.13	4,000.00	-1,111.87	72.20%	500.00	4,500.00	additional payrolls run in fall/winter due to consultant errors
5340 GG Town Attorney & Legal	18,990.00	40,000.00	-21,010.00	47.48%		40,000.00	split with PD
5350 GG IT Support & Equipment	13,513.65	15,000.00	-1,486.35	90.09%		15,000.00	split with PD this may have their new space costs in it - needs journal entry
5360 GG Media Relations	5,222.00	10,000.00	-4,778.00	52.22%		10,000.00	
5370 GG Government Relations	18,200.00	32,000.00	-13,800.00	56.88%		32,000.00	
5380 GG Human Resources							
Services	9,450.00	15,000.00	-5,550.00	63.00%		15,000.00	split with PD
5390 GG Planning Firm	11,800.00	0.00	11,800.00	#DIV/0!	11,800.00	11,800.00	Reflects final payments to economic development firm (ARPA funded)
Total 5300 GG Professional Services	\$ 245,393.60	\$ 170,000.00	75,393.60	144.35%	22,300.00	192,300.00	
5400 GG Operating			0.00			0.00	
5200 GG Insurance & Benefits	19,134.99	25,000.00	-5,865.01	76.54%		25,000.00	needs to be split with PD & DPW Credit Card Payment coding needs to be confirmed before this can be adjusted.
5415 GG Merchant Services Fees	1,501.75	18,000.00	-16,498.25	8.34%		18,000.00	Commissioner Expenses mis-coded in here have been moved
5435 GG Training	6,185.69	5,000.00	1,185.69	123.71%	500.00	5,500.00	
5440 GG Dues & Subscriptions	4,156.01	20,000.00	-15,843.99	20.78%		20,000.00	
5445 GG Postage	1,138.71	2,000.00	-861.29	56.94%		2,000.00	
5450 GG Printing	3,272.31	8,000.00	-4,727.69	40.90%		8,000.00	

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5455 GG General Supplies	3,642.66	10,000.00	-6,357.34	36.43%		10,000.00	
5460 GG Office Equipment R&M		0.00	0.00			0.00	
5465 GG Town Hall Office Phones	5,159.65	8,000.00	-2,840.35	64.50%		8,000.00	
5470 GG Mobile Phones	2,354.05	4,000.00	-1,645.95	58.85%		4,000.00	
5475 GG Town Elections		0.00	0.00			0.00	
5480 GG Town Hall Utilities	7,207.59	8,500.00	-1,292.41	84.80%	3,000.00	11,500.00	split with PD this may have their new space costs in it - needs journal entry
5485 GG Town Hall Repair & Maintenance	10,062.21	18,000.00	-7,937.79	55.90%		18,000.00	
5490 GG Other	1,229.13	5,000.00	-3,770.87	24.58%		5,000.00	
5495 GG Contributions		3,000.00	-3,000.00		1,000.00	4,000.00	Rental and Utility Assistance
54XX CONTINGENCY - ALL DEPARTMENTS		10,000.00	-10,000.00			10,000.00	This stays for any emergency if unused goes into reserves
Total 5400 GG Operating	\$ 65,044.75	\$ 144,500.00	-79,455.25	45.01%	4,500.00	149,000.00	
5900 GG Committee Expenses			0.00			0.00	
5905 Events Committee	160.00	1,200.00	-1,040.00	13.33%		1,200.00	
5910 CERT Team	336.53	900.00	-563.47	37.39%		900.00	
5915 Historical Committee	1,195.00	900.00	295.00	132.78%	295.00	1,195.00	This is the walking tour. We need to address this.
5925 Green Team		900.00	-900.00	0.00%	(450.00)	450.00	Reflects no green team, but recent reforming
5930 TOUM Event	3,129.00	5,500.00	-2,371.00	56.89%		5,500.00	
5935 Trunk or Treat	1,347.89	2,000.00	-652.11	67.39%	(650.00)	1,350.00	reflects actual costs
5940 Marlboro Day	1,608.06	8,000.00	-6,391.94	20.10%		8,000.00	
5950 Happy Leaf Festival		0.00	0.00			0.00	
5955 Winter Holiday	464.96	2,000.00	-1,535.04	23.25%	(500.00)	1,500.00	reflects actual costs
Total 5900 GG Committee Expenses	\$ 8,241.44	\$ 21,400.00	-13,158.56	38.51%	(1,305.00)	20,095.00	
Total 5000 General Government	\$ 318,679.79	\$ 756,700.00	-438,020.21	42.11%	(62,005.00)	694,695.00	

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6000 Public Safety			0.00	#DIV/0!		0.00	
6000C Code Enforcement		0.00	0.00	#DIV/0!		0.00	
6100C Code Vehicle Maintenance		2,000.00	-2,000.00	0.00%		2,000.00	This stays for any emergency if unused goes into reserves
6200C Code Parking Meter							reflects unanticipated additional
Maintenance	8,025.56	4,000.00	4,025.56	200.64%	5,000.00	9,000.00	breakage
Total 6000C Code Enforcement	\$ 8,025.56	\$ 6,000.00	2,025.56	133.76%	5,000.00	11,000.00	
6110 PS Salaries	202,826.16	315,000.00	-112,173.84	64.39%	(50,000.00)	265,000.00	some should be in Speed camera, need journal entry
6111 PS Overtime	10,836.67	26,000.00	-15,163.33	41.68%		26,000.00	
6112 PS Bonus		6,400.00	-6,400.00	0.00%		6,400.00	
6120 PS FICA	15,411.59	30,000.00	-14,588.41	51.37%		30,000.00	
6130 PS Health Benefits	0.00	30,000.00	-30,000.00	0.00%	(22,000.00)	8,000.00	To reflect anticipated cost
6150 PS Pension Benefits	563.66	30,000.00	-29,436.34	1.88%		30,000.00	
6200 PS Uniforms	2,099.68	4,500.00	-2,400.32	46.66%		4,500.00	
6210 PS Weapons & Duty							
Equipment	13,701.77	15,000.00	-1,298.23	91.35%		15,000.00	
6220 PS Training & Memberships	2,339.75	10,000.00	-7,660.25	23.40%		10,000.00	Two more hires this FY
6230 PS Pre Employment	600.00	3,500.00	-2,900.00	17.14%		3,500.00	Two more hires this FY
6260 PS Mobile Phone	2,264.60	4,000.00	-1,735.40	56.62%		4,000.00	
6270 PS Supplies	1,150.47	8,000.00	-6,849.53	14.38%		8,000.00	
6300 PS Professional Services		19,000.00	-19,000.00	0.00%		19,000.00	Journal Entry to move from GG
6400 PS Occupancy	31,625.00	90,000.00	-58,375.00	35.14%	(2,000.00)	88,000.00	reflects actual costs
6500 PS General Supplies		0.00	0.00			0.00	
6700 PS Vehicle Repairs		15,000.00	-15,000.00	0.00%	(5,000.00)	10,000.00	balance losses in parking
6710 PS Vehicle Fuel	2,956.79	18,000.00	-15,043.21	16.43%		18,000.00	Bills not received from County
6720 PS Insurance	15,057.01	15,000.00	57.01	100.38%	1,000.00	16,000.00	reflects actual costs
6850 PS Speed Camera Budget			0.00	#DIV/0!		0.00	
6851 PS Speed Camera Admin							
Fee - 4 Cameras	66,980.00	260,000.00	-193,020.00	25.76%		260,000.00	
6852 PS Speed Camera Service							
Fees	23,533.40	5,000.00	18,533.40	470.67%	43,000.00	48,000.00	reflects increased number of citations
6853 PS Speed Camera Salaries	4,997.20	85,000.00	-80,002.80	5.88%		85,000.00	Needs a Journal Entry
6854 PS Speed Camera FICA		20,000.00	-20,000.00	0.00%	(15,000.00)	5,000.00	Needs a Journal Entry

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6855 PS Speed Camera							
Occupancy	4,508.00	45,000.00	-40,492.00	10.02%		45,000.00	
6856 PS Speed Camera General Supplies	182.62	2,000.00	-1,817.38	9.13%		2,000.00	
6857 PS Speed Camera Overtime		3,000.00	-3,000.00	0.00%		3,000.00	This needs to be update with a Journal Entry
6858 PS Speed Camera Uniforms	1,880.00	2,000.00	-120.00	94.00%		2,000.00	
6859 PS Speed Camera Weapons & Duty Equipment	600.57	1,000.00	-399.43	60.06%		1,000.00	
6860 PS Speed Camera Training & Membership		200.00	-200.00	0.00%		200.00	
6861 PS Speed Camera Pre-Employment		1,500.00	-1,500.00	0.00%		1,500.00	Two more hires this FY
6862 PS Speed Camera Mobile Technology	1,199.61	2,000.00	-800.39	59.98%		2,000.00	
6863 PS Speed Camera Supplies	76.89	500.00	-423.11	15.38%		500.00	
6864 PS Speed Camera Vehicle Repairs		500.00	-500.00	0.00%		500.00	
6865 PS Speed Camera Vehicle Fuel	1,235.14	1,000.00	235.14	123.51%	1,500.00	2,500.00	reflects actual costs
6866 PS Speed Camera Space		1,500.00	-1,500.00	0.00%		1,500.00	
6867 PS Speed Camera FT23 Police Equipment-CIP Vehicle	8,165.64	0.00	8,165.64			0.00	needs to move to 9010
6868 PS Speed Camera FY24 Police Equipment-CIP Vehicle		0.00	0.00			0.00	
6869 PS Speed Camera FY23 Police Equipment-CIP VMS Board	3,460.81	0.00	3,460.81			0.00	needs to move to 9010
6870 PS Speed Camera Marlboro VFD Support		0.00	0.00			0.00	
6880 PS Speed Camera Due to State			0.00		60,000.00	60,000.00	Estimate of what might be paid to State.
Total 6850 PS Speed Camera							
Budget	\$ 116,819.88	\$ 430,200.00	-313,380.12	27.15%	89,500.00	519,700.00	
Total 6000 Public Safety	\$ 426,278.59	\$ 1,075,600.00	-649,321.41	39.63%	16,500.00	1,092,100.00	

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7000 Public Works			0.00	#DIV/0!		0.00	
7110 PW Salaries	132,250.60	287,000.00	-154,749.40	46.08%	(5,000.00)	282,000.00	reflects predicted costs
7111 PW Overtime	1,879.79	11,000.00	-9,120.21	17.09%		11,000.00	Need a Journal Entry for this
7112 PW Bonus		3,000.00	-3,000.00	0.00%		3,000.00	Need a Journal Entry for this
7120 PW FICA	10,557.23	22,000.00	-11,442.77	47.99%		22,000.00	
7130 PW Health-Life-Dental	21,152.97	50,000.00	-28,847.03	42.31%	(2,000.00)	48,000.00	
7150 PW Pension Benefits	563.68	28,000.00	-27,436.32	2.01%		28,000.00	
7240 Public Works Operating			0.00	#DIV/0!		0.00	
7210 PW Waste Collection/Disposal Fees	2,054.70	5,000.00	-2,945.30	41.09%		5,000.00	
7220 PW Waste Disposal/Contractor	31,671.00	67,000.00	-35,329.00	47.27%		67,000.00	
7230 PW Recycling		0.00	0.00	#DIV/0!		0.00	
7250 PW							
Maint/Repairs/Beautification	12,856.73	18,000.00	-5,143.27	71.43%	8,800.00	26,800.00	* Main Street Grant
7251 PW Christmas Decor	1,025.20	2,000.00	-974.80	51.26%	(800.00)	1,200.00	reflects actual costs
7260 PW Training & Memberships		5,000.00	-5,000.00	0.00%	(1,400.00)	3,600.00	reflects new estimated costs
- Dues		5,000.00	-5,000.00	0.00%	(1,400.00)	3,600.00	reflects new estimated costs
7270 PW Other	442.85	2,000.00	-1,557.15	22.14%	1,000.00	3,000.00	reflects new estimated costs
7280 PW Streets Maintenance	1,452.13	10,000.00	-8,547.87	14.52%	(2,000.00)	8,000.00	reflects new estimated costs
7340 PW Vehicle Maintenance	10,619.95	15,000.00	-4,380.05	70.80%	4,000.00	19,000.00	
7350 PW Utilities	257.21	3,000.00	-2,742.79	8.57%		3,000.00	
7360 PW Mobile Phone	456.07	1,400.00	-943.93	32.58%		1,400.00	
7370 PW Small Tools & Equipment	5,917.27	10,000.00	-4,082.73	59.17%	500.00	10,500.00	reflects new estimated costs
7372 PW Office Supplies	493.36	1,000.00	-506.64	49.34%		1,000.00	
7374 PW Computer Software & Equipment	4,864.47	1,500.00	3,364.47	324.30%	3,500.00	5,000.00	
7380 PW Septic Tank	1,780.00	2,000.00	-220.00	89.00%	1,500.00	3,500.00	reflects new estimated costs
7385 PW Uniforms	1,107.23	3,500.00	-2,392.77	31.64%	(500.00)	3,000.00	balance with higher costs
7390 PW Weather Related							
Expenses	242.00	4,000.00	-3,758.00	6.05%		4,000.00	
7397 PW Vehicle Fuel	4,765.48	18,000.00	-13,234.52	26.47%		18,000.00	
7400 PW Streetlight Electricity	10,589.02	28,000.00	-17,410.98	37.82%	(1,500.00)	26,500.00	balance with higher costs

The Town of Upper Marlboro
 Budget vs. Actuals: Budget_FY25_P&L_1 - FY25 P&L
 July - December, 2024

DATE: 3-10-2025

	Total			12/24 Budget Adjustment			Sarah's notes/questions
	Actual	Budget	over Budget	% of Budget	Change	New Budget	
7410 PW Insurance	15,057.00	19,000.00	-3,943.00	79.25%	11,000.00	30,000.00	
7420 PW Mosquito Control		2,000.00	-2,000.00	0.00%		2,000.00	
Operating	\$ 105,651.67	\$ 217,400.00	-111,748.33	48.60%	24,100.00	241,500.00	
Total 7000 Public Works	\$ 272,055.94	\$ 618,400.00	-346,344.06	43.99%	17,100.00	635,500.00	

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The Town of Upper Marlboro
 Budget vs. Actuals: Budget_FY25_P&L_1 - FY25 P&L
 July - December, 2024

DATE: 3-10-2025

	Total			12/24 Budget Adjustment			Sarah's notes/questions
	Actual	Budget	over Budget	% of Budget	Change	New Budget	
8000 Grants & Awards			0.00	#DIV/0!		0.00	
8180 FIP	48,700.00	50,000.00	-1,300.00	97.40%		50,000.00	
8500 Resident Assistance		0.00	0.00	#DIV/0!		0.00	
8600 StreetScape	11,999.27	500,000.00	-488,000.73	2.40%		500,000.00	
8700 Community Playground		356,000.00	-356,000.00	0.00%		356,000.00	
8710 Parking Upgrades		425,000.00	-425,000.00	0.00%		425,000.00	
8730 Misc Grants	71,956.31	84,000.00	-12,043.69	85.66%		84,000.00	
8740 Open Space Grant		0.00	0.00	#DIV/0!		0.00	
Total 8000 Grants & Awards	\$ 132,655.58	\$ 1,415,000.00	-1,282,344.42	9.37%	-	1,415,000.00	
9000 Capital Outlays			0.00	#DIV/0!		0.00	
9009 Road Improvements	3,000.00	0.00	3,000.00	#DIV/0!		0.00	
9010 PS Debt Service	15,497.97	57,500.00	-42,002.03	26.95%	29,780.00	87,280.00	Reflects actuals
9020 PW Debt Service	21,854.54	43,805.00	-21,950.46	49.89%	60,400.00	104,205.00	This reflects Dec. adjustment
9030 PW Capital Outlay		0.00	0.00	#DIV/0!		0.00	
9050 Annexation		30,000.00	-30,000.00	0.00%		30,000.00	
Total 9000 Capital Outlays	\$ 40,352.51	\$ 131,305.00	-90,952.49	30.73%	90,180.00	221,485.00	
Total Expenditures	\$ 1,190,022.41	\$ 3,997,005.00	-2,806,982.59	29.77%	61,775.00	4,058,780.00	
Net Operating Revenue	\$ 791,403.83	\$ 0.00	791,403.83		-	0.00	
Net Revenue	\$ 791,403.83	\$ 0.00	791,403.83			0.00	

The Town of Upper Marlboro

CHARTER AMENDMENT RESOLUTION NO. 01-2025

**A CHARTER AMENDMENT RESOLUTION
OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO,
MARYLAND, AMENDING SECTION 82-32 (VACANCIES), OF THE CHARTER OF
THE TOWN OF UPPER MARLBORO TO ALTER THE PROCESS FOR FILLING
VACANCIES ON THE BOARD OF COMMISSIONERS, TO PROVIDE FOR FILLING
VACANCIES DURING THE FIRST HALF OF A COMMISSIONER’S TERM BY
SPECIAL ELECTION AND FILLING VACANCIES DURING THE SECOND HALF OF
A COMMISSIONER’S TERM BY APPOINTMENT BY THE COMMISSION**

WHEREAS, Article XI-E, § 4 of the Constitution of Maryland and Local Government Article, §4-301, *et seq.* of the Annotated Code of Maryland, authorize the Board of Commissioners to amend the Charter of the Town of Upper Marlboro and provide the process and procedures for doing so; and

WHEREAS, Town Charter, Sec. 82-32 requires that vacancies on the Board of Commissioners be filled by holding a special election, unless the vacancy occurs within sixty-one (61) days of the next general election, in which case the position shall remain vacant until the next general election and further provides that any vacancy in the Office of the President is to be filled by the favorable votes of a majority of the members of the Board; and

WHEREAS, given the time and cost of conducting a special election, especially close to a regular election of the Town, the Board finds that the Town would benefit from creating a process for the appointment of a qualified resident to fill a vacancy in the office of Town Commissioner in the event the vacancy occurs when the remaining term of the Commissioner’s seat is less than half of the term for which the Commissioner was elected and to hold a special election only if the vacancy occurs when the remaining term of the Commissioner’s seat is more than half of the term for which the Commissioner was elected; and

WHEREAS, the Board of Commissioners finds that the Town would benefit from enacting this Charter amendment to update and clarify the process of filling vacancies on the Board of

Commissioners.

Section 1. NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, that Section 82-32 (Vacancies) of the Charter of the Town of Upper Marlboro, Maryland shall be and hereby is repealed and re-enacted with amendments to read as follows:

Registration, Candidates and Elections

* * *

SECTION 82-32 (VACANCIES)

(A) IN THE EVENT A VACANCY OCCURS ON THE BOARD OF COMMISSIONERS AND THE REMAINING TERM OF THE COMMISSIONER’S SEAT THAT IS VACATED IS LESS THAN HALF OF THE TERM FOR WHICH THE COMMISSIONER WAS ELECTED, THE REMAINING COMMISSIONERS SHALL APPOINT A QUALIFIED RESIDENT TO FILL THE VACANCY. (SEE TOWN CHARTER, § 82-4 (QUALIFICATIONS OF COMMISSIONERS)). THE APPOINTMENT MUST BE MADE WITHIN 45 DAYS OF THE OCCURRENCE OF THE VACANCY AND SHALL BE FOR THE REMAINDER OF THE CURRENT TERM. THE VACANCY SHALL BE FILLED BY PUBLIC SOLICITATION OF APPLICATIONS. THE SWEARING-IN OF AN APPOINTEE SHALL TAKE PLACE AT THE EARLIEST AVAILABLE TOWN MEETING AFTER AN APPOINTMENT HAS BEEN MADE. THE SWEARING-IN SHALL MARK THE DATE AT WHICH AN APPOINTEE BECOMES A FULL MEMBER OF THE BOARD OF COMMISSIONERS WITH ALL ATTENDANT POWERS AND DUTIES.

(1) *PUBLIC SOLICITATION OF APPLICATIONS.*

- (A) APPOINTMENT OF A SUCCESSOR IS MADE BY PUBLIC SOLICITATION OF APPLICATIONS AND THE VACANCY SHALL BE ADVERTISED ON THE TOWN WEBSITE AND BY WAY OF A SPECIAL MAILING AND/OR OTHER SUITABLE MEANS OF PUBLIC

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OUTREACH WITHIN FIVE (5) BUSINESS DAYS OF THE PUBLIC ANNOUNCEMENT OF THE VACANCY. THE PUBLIC NOTICE SHALL STATE THE DEADLINE FOR SUBMITTING APPLICATIONS AND THE QUALIFICATIONS FOR SERVING ON THE BOARD OF COMMISSIONERS. ALL APPLICATIONS SHALL HAVE A SUPPORTING PETITION ATTACHED WITH THE SIGNATURES OF AT LEAST TWENTY (20) QUALIFIED VOTERS OF THE TOWN.

(B) AFTER THE DEADLINE FOR SUBMISSIONS HAS PASSED, THE BOARD OF COMMISSIONERS SHALL SET A DATE FOR INTERVIEWING THE APPLICANTS WHO ARE ELIGIBLE TO SERVE AS A COMMISSIONER. THE INTERVIEWS SHALL BE CONDUCTED INDIVIDUALLY IN EXECUTIVE SESSION, WHICH MAY BE HELD EITHER DURING OR AFTER A REGULARLY SCHEDULED MEETING OR WORK SESSION, OR A SPECIAL MEETING CALLED FOR THIS PURPOSE. SELECTION OF THE PREFERRED CANDIDATE SHALL BE MADE IN EXECUTIVE SESSION AND ANNOUNCED AT THE NEXT TOWN MEETING AND/OR BY OTHER SUITABLE MEANS OF PUBLIC OUTREACH, AS NEEDED.

(B) *SPECIAL ELECTION.* IN THE EVENT A VACANCY OCCURS ON THE BOARD OF COMMISSIONERS AND THE REMAINING TERM OF THE VACANT SEAT ON THE BOARD OF COMMISSIONERS IS MORE THAN HALF OF THE COMMISSIONER’S TERM, THE BOARD OF ELECTION SUPERVISORS SHALL CALL A SPECIAL ELECTION IN ACCORDANCE WITH TOWN CHARTER, SEC. 82-29 (SPECIAL ELECTIONS). THE SPECIAL ELECTION SHALL NOT BE HELD SOONER THAN ~~45~~ 30 DAYS AND NOT LATER THAN ~~60~~ 45 DAYS AFTER THE OCCURRENCE OF THE VACANCY. A PUBLIC NOTICE OF THE SPECIAL ELECTION SHALL BE GIVEN AS SOON AS FEASIBLE BY A SPECIAL MAILING AND/OR BY OTHER SUITABLE MEANS OF PUBLIC OUTREACH.

(C) *MULTIPLE TOWN COUNCIL VACANCIES.*

(1) IN THE EVENT A SECOND TOWN COMMISSIONER VACANCY

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OCCURS WITHIN THREE MONTHS OF THE FIRST VACANCY, THE TOWN COMMISSIONER MAY OFFER THE VACANT SEAT TO ANY OF THE OTHER APPLICANTS FOR THE FIRST VACANCY WITHOUT INITIATING A NEW ROUND OF PUBLIC SOLICITATION OF APPLICATIONS.

(2) IF MORE THAN ONE VACANCY OCCURS WITHIN FIVE (5) BUSINESS DAYS OF THE PUBLIC ANNOUNCEMENT OF AN INITIAL TOWN COMMISSIONER VACANCY, THE BOARD SHALL CALL A SPECIAL ELECTION, WHICH SHALL NOT BE HELD SOONER THAN 45 30 DAYS AND NOT LATER THAN ~~60~~ 45 DAYS AFTER THE OCCURRENCE OF THE VACANCY, IN COMPLIANCE WITH TOWN CHARTER, § 82-29.

(C) ANY VACANCY IN THE OFFICE OF THE PRESIDENT SHALL BE FILLED BY THE FAVORABLE VOTES OF A MAJORITY OF THE MEMBERS OF THE BOARD. THE RESULTS OF ANY SUCH VOTES SHALL BE RECORDED IN THE MINUTES OF THE BOARD.

Section 2. BE IT FURTHER RESOLVED that the Board finds that in addition to the other procedural charter adoption provisions found in State law, that it has held a public hearing and given at least 21-days' notice by posting the notice in a public place before adopting this resolution proposing to amend the municipal charter.

Section 3. BE IT FURTHER RESOLVED that this Charter Amendment Resolution is adopted on the aforementioned date, and that upon adoption by the Board of Commissions of The Town of Upper Marlboro, Maryland a complete and exact copy of this Charter Amendment Resolution shall be posted in the Town Office for a period of at least forty (40) days following the date of its adoption. Additionally, a fair summary of the proposed Amendment shall be published in a newspaper of general circulation in The Town of Upper Marlboro for no less than four (4)

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times at weekly intervals within the forty (40) days following the adoption of this Charter Amendment Resolution.

Section 4. BE IT FURTHER RESOLVED that the Amendment initiated in this Charter Amendment Resolution shall take effect and shall become and be considered the Charter of The Town of Upper Marlboro, upon the fiftieth day after being so ordained or passed unless on or before the fortieth day after being so adopted and passed a referendum petition meeting the requirements of State law shall be presented to the Board of Commissioners of The Town of Upper Marlboro, Maryland or mailed to it by certified mail, return receipt requested, bearing a postmark from the United States Postal Service.

Section 5. BE IT FURTHER RESOLVED that when the Charter Amendment hereby initiated becomes effective, as provided herein, or following a referendum election, the Town Clerk shall send separately, by certified mail, return receipt requested, to the Department of Legislative Services within 10 days after the charter resolution becomes effective, the following information concerning the Charter Amendment: (i) the complete text of this Charter Amendment Resolution; (ii) the date of the referendum election, if any held with respect thereto; (iii) the number of votes cast for and against this Charter Amendment Resolution by the Board of Commissioners of The Town of Upper Marlboro, Maryland or a referendum election; and (iv) the effective date of the Charter Amendment.

Section 6. BE IT FURTHER RESOLVED that the Town Clerk of the Town of Upper Marlboro is specifically instructed to carry out the provisions of Sections 2, 3, 4 and 5 hereof, as evidence of compliance herewith, the Town Clerk shall cause to be affixed to this Charter Amendment Resolution and to the Minutes of the Board of Commissioners Meeting in which it is adopted (i) an appropriate certificate of publication of the newspaper in which the summary of the

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Charter Amendment Resolution shall have been published and (ii) return receipts of the mailing referred to in Section 5, and shall further complete and execute the Certificate of Effect attached hereto.

INTRODUCED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the ____ day of _____, 2025.

PASSED by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the ____ day of _____, 2025

ATTEST:

THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS

Sarah Franklin, President

Karen Lott, Commissioner

Alma Prevatte, Commissioner

Charles Colbert, Commissioner

Clayton Anderson, Town Administrator

Derrick Brooks, Commissioner

- _____
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CHARTER RESOLUTION CERTIFICATE

I, _____, the duly appointed, and qualified Clerk to the Board of Commissioners of the Town of Upper Marlboro, a municipal corporation of the State of Maryland do hereby certify that (i) the attached copy of the Charter Amendment Resolution 01-2025 is true, correct and complete; (ii) Charter Amendment Resolution 01-2025 was duly adopted by the Board of Commissioners of the Town of Upper Marlboro at a regular meeting held on the ____ day of _____, 2025; (iii) said meeting was duly convened and a quorum was present and acting throughout; (iv) Charter Amendment Resolution 01-2025, after having been introduced and fully discussed, was duly adopted, by a majority of Commissioners elected to the body and voting in the affirmative; and (v) Charter Amendment Resolution 01-2025 has not been subsequently amended, modified or repealed and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Upper Marlboro this ____ day of _____, 2025.

(SEAL)

_____, Town Clerk
The Town of Upper Marlboro

-
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**THE TOWN OF UPPER MARLBORO AND
THE CONVENTION OF THE PROTESTANT EPISCOPAL CHURCH
OF THE DIOCESE OF WASHINGTON
(ON BEHALF OF TRINITY EPISCOPAL CHURCH)**

PARKING LOT

SHARED USE AGREEMENT

This Parking Lot Shared Use Agreement (“Agreement”) is made by and between THE CONVENTION OF THE PROTESTANT EPISCOPAL CHURCH OF THE DIOCESE OF WASHINGTON (“Trinity Episcopal Church,” or sometimes referred to as the “Church” or 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 of the parking lot associated with the Trinity Episcopal Church, located at 14515 Church Street, Upper Marlboro, MD 20772 (hereinafter, the “Parking Premises”), as follows:

WHEREAS, the Town maintains a total of 123 on-street single-space parking meters along Main Street, Pratt Street, Water Street, and Elm Street, 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 the building currently occupied by the Bank of America) within walking distance of the Prince George’s County Courthouse (the “Courthouse”) that is 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, when 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:

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. **LICENSE NOT A LEASE.** The relationship between the Church and the Town is not one of landlord and tenant, but rather one of licensor and licensee. The Church’s grant hereunder

shall in no way operate to confer upon the Town any other interest, status, or estate of any kind other than a temporary license. The parties expressly agree that there exists no landlord and tenant relationship between the Church and the Town under this Agreement. The Town has no interest of any kind in the Parking Lot and Parking Premises except as may be set forth in this Agreement.

4. OWNER'S RESPONSIBILITIES.

- a. The Property Owner will keep the Parking Premises open and available Monday-Friday from 8 a.m.- 6 p.m. for public use (closed on Town observed holidays),
- b. The Property Owner will maintain the Parking Premises at all times, which shall include, but not be limited to removing litter, maintaining the asphalt/surface of the Parking Premises, maintaining the parking space and drive aisle striping, grass cutting, vegetation trimming, etc.) and agrees to keep the Parking Premises in good repair.
- c. Money received by the Town that is attributable to parking payments associated with the Parking Premises will be split between the Parties in the following manner: 40%-Town, 60%-Land owner,
- d. With no financial obligation on the part of Trinity, the Property Owner will assist in advertising the public parking site,
- e.
- 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 contracts that is has with tow companies that have a contract for the Parking Premises to prevent any conflict with public parking on the Parking Premises as provided for in this Agreement and Town enforcement measures.

5. TOWN'S RESPONSIBILITIES.

- a. The Town will entirely collect and retain all parking citation fees, and handle all administration of fee collection and citations, as well as all related issues,
- b. The Town will maintain accurate public parking signage that is approved by the Church for use at the Parking Premises,
- c. Revenue generated from pay-for-parking fees 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 with consent of the Church, which shall not be unreasonably withheld, and is the primary contact for Park Mobile,
- f. No later than ten (10) days after the end of each quarter of a calendar year, the Town shall pay to the Church sixty percent (60%) of the gross revenues received by the Town in the immediately preceding quarter in connection with the Town's use of the Parking

Premises. The Town will make such quarterly payments to ~~the Property Owner~~ Trinity Episcopal Church 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 the Town’s regular parking hours, and
- k. The Church may employ towing services to be used for junked/abandoned vehicles, or vehicles parking after the Town’s regular hours.
- l. The Town hereby expressly acknowledges that this Agreement is an occupancy agreement, not a lease, and expressly waives any notice to quit, notice to vacate, notice of intent, or similar notices which may otherwise be required by law. The Town acknowledges also that this Agreement conveys no interest of any kind whatsoever in or to the Parking Lot and Parking Premises or any other property owned by the Church, other than a mere license to use and occupy the Parking Lot and Parking Premises during the term of this Agreement. The Town understands that it shall be liable for damages, if it does not timely vacate the Parking Lot and Parking Premises as provided under this Agreement

IMPROVEMENTS. The Town, upon obtaining written agreement consent 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. The Town shall have the right to erect the number of kiosk(s) that it deems necessary, in its sole and absolute discretion, to ensure proper functioning of the Parking Premises. The Town shall consult the Property Owner on the location of the kiosk(s) prior to installation.

- 6.
- 7. 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.

8. SHARED USE, LICENSE AND SCHEDULING. Trinity Episcopal Church shall request parking permits for the exclusive use of Trinity Episcopal Church at all times. These permits shall not exceed 15% of the available parking spaces in the lot. Trinity Episcopal Church shall have exclusive use of the Parking Premises each Sunday from 6 a.m. to ~~noon~~ 6 p.m. 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. Flexibility shall be allowed for events that cannot be planned ahead, such as funerals. This Agreement shall be considered to be a revocable license agreement, provided that 30 days' notice is given prior to revocation of the license.
9. 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.
10. SUPERVISION & ENFORCEMENT. With the exception of scheduled, reserved and permitted Trinity Episcopal Church events, including funerals, the Town shall be responsible for supervision and enforcement of parking on the Parking Premises. The Town shall respond promptly to requests by the Church for additional security and enforcement as circumstances may require.
11. 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.
12. MAINTENANCE. Trinity Episcopal Church shall be responsible for the on-going and annual maintenance and repair of the Parking Premises and for the ongoing maintenance of lighting and associated utility costs; however, the Town shall be responsible for any damage caused by the negligent or intentional acts of drivers of vehicles owned by the Town or other vehicles operated by agents of the Town. 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.
13. SNOW REMOVAL. Trinity Episcopal Church shall take all reasonable steps ~~be responsible~~ for snow removal from the Parking Premises, alleys and public sidewalks immediately surrounding the Parking Premises by 8:30 AM every morning if possible. 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.
14. 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.

15. **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 shall provide the Town with a Certificate of Insurance upon signing this Agreement.
16. **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 pursuant to this Agreement 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.
17. **INDEMNIFICATION.** The Property Owner agrees to **defend**, indemnify, and save harmless the Town 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 in connection with this Agreement.
18. The Town agrees, to the extent of its insurance coverage and subject to the provisions and limitations of the Maryland Local Government Tort Claims Act, to defend, indemnify and save harmless the Property Owner 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 in connection with this Agreement.
19. **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 in Prince George's County. 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.
20. **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 EPISCOPAL CHURCH, 14515 Church St, Upper Marlboro, MD 20772, Attn: Senior ~~Warden~~Moderator.

B. THE TOWN OF UPPER MARLBORO, 14211 School Lane, Upper Marlboro, MD 20772, Attn: Town Administrator.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. SEVERABILITY. The invalidity of any provision, clause, or phrase will not serve to render the balance of this Agreement ineffective or void.
- 25. 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 _____, 2024.

**THE CONVENTION OF THE
PROTESTANT EPISCOPAL CHURCH
OF THE DIOCESE OF WASHINGTON
(on behalf of Trinity Episcopal Church)**

~~VESTRY OF TRINITY CHURCH~~

THE TOWN OF UPPER MARLBORO

By: _____
Name:
Title:

By: _____
Sarah Franklin
Mayor