



Town of Upper Marlboro

TOWN COUNCIL REGULAR MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, August 25, 2026 at 6:00 PM

AGENDA

This meeting will be conducted in person and via Zoom Video Teleconference.

NOTICE OF CLOSED SESSION: 6:00 p.m.

Closed Session on Tuesday, August 25, 2026, at 6:00 PM, to discuss RFPs for the Strategic Plan and Pocket Park and potential litigation.

Statutory authority to close session. This meeting will be closed under General Provisions Art. § 3-305(b) only: Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

Statutory authority to close session. This meeting will be closed under General Provisions Art. § 3-305(b) only: Consult with staff, consultants, or other individuals about pending or potential litigation.

REGULAR TOWN MEETING AGENDA: 7:00 PM

1. **Motion to go into a Closed Session**
2. **Call to Order**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Review of Agenda**
6. **Consent Agenda**
 - A. Meeting Minutes
 - B. Financial Report
7. **Business**

Public comment will be taken prior to Business line items (3 minutes per item)

 - A. AI Governance (Mayor Colbert)
 - B. Special Events Committees and Town Event Planning (Anderson)
 - C. Public Works Facility Needs (Bond)
 - D. 5510 Old Crain Highway Update (Bond)
8. **Reports**
 - A. Public Safety Department Report
 - B. Public Works Department Report
 - C. Administrative Department Report
9. **Administrative Updates**
10. **Public Comment**

For items not necessarily on the immediate agenda (3 minutes per item)
11. **Preliminary Approval of Next Meeting Agenda**
12. **Adjournment**

PUBLIC COMMENT PROCEDURES

Your Town government appreciates citizen input. To maximize effective resolutions on resident's issues, we encourage Town residents and businesses to contact us at Town Hall weekdays: 9 a.m.–5 p.m., or by written correspondence (or email to info@uppermarlboromd.gov). You are always welcome to schedule an appointment with the President or a Commissioner to discuss municipal problems and quality-of-life issues one-on-one and work together towards a satisfactory solution.

Agendas for meetings are posted on our website and notices of legislative items are also posted on the Town's social media accounts (Facebook, Twitter & Instagram).

Our meetings are open to the public, and we ask that residents who want to comment to please follow the rules that have been established by **“RESOLUTION 2022-05: A RESOLUTION FOR THE ADOPTION OF NEW RULES OF ORDER AND REGULATIONS FOR PUBLIC MEETINGS OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO.”**

Citizen Input:

- Members of the public may speak for three (3) minutes, during Public Comment Time, at Regular Town meetings of the Board of Commissioners according to procedures established by the Board.
- A sign-up sheet will be placed on the side table in the room for people to sign-in if they wish to speak. They will be called to speak at the podium in the order in which they were signed-in. If the meeting is held virtually, the public will be able to "raise their hand" or chat with the Town Clerk to sign up to speak.
- Each speaker is limited to one presentation per agenda item allowing for public comment per meeting and a maximum timed limit of three (3) minutes unless another limit is established.
- If the subject matter does not pertain to Town business the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
- Citizens speaking on agenda items shall restrict their comments to the subject matter listed.
- Citizens speaking on non-agenda items shall only speak on matters pertaining to Town business or issues which the Board would have the authority to act upon if brought forth as an agenda item.
- The Board may not act upon or discuss any issue brought forth as a non-agenda item; except to: Make a statement of specific factual information given in response to the inquiry, or a recitation of existing policy in response to the inquiry.
- Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, misleading, or personal attacks are strictly prohibited. Violators may be removed from the Commission chambers.
- No placards, banners or signs may be displayed in the Board chambers or Town Hall. Exhibits relating to a presentation are acceptable.
- Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda, or that are municipal issues and must be complete within the three-minute comment period allotted to the speaker.

Each individual speaker must stand, state their name and home of record (street name only) and approach the Board to a designated position in order to be recognized by the Chair of the Board, and to be heard by the recording Clerk, as well as others in attendance.

When the meeting is held on a virtual platform, please sign-in with your First and last name and raise your hand to comment on an item.

All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 17.



Town of Upper Marlboro

TOWN COUNCIL SPECIAL MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, June 30, 2026 at 2:19 PM

AGENDA

This meeting will be conducted in person and via Zoom Video Teleconference. Interested citizens may participate in person or by video :

<https://uppermarlbormd-gov.zoom.us/j/85677504455>

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

SPECIAL MEETING AGENDA: 7:00 PM

Pursuant to **Maryland Annotated Code, General Provisions Article 3-305(b)(1)** Subject to subsection (d) of this section, a public body may meet in closed session or adjourn an open session to a closed session "To **discuss:** (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals

Pursuant to **Maryland Annotated Code, General Provisions Article 3-305(b)(4)** Subject to subsection (d) of this section, a public body may meet in closed sessions or adjourn an open session to a closed session " To 4) consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.

1. **Call to Order – 7:09 PM**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda - (2:35)**
5. **Business**
 - 7 (Introduction) - (8:42) (Introduction)
6. **Public Comment- (23:12)**
7. **Preliminary Approval of Next Meeting Agenda - (36:20)**
8. **Motion to go into Closed Session - (39:43)**
9. **Adjournment**
- 10.

Motion was made by Councilmember Lott to adjourn the meeting

Motion was seconded by Vice Mayor Brooks

Colbert Aye | Brooks Aye | Franklin Aye | Lott Aye | Hourcle Aye

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

Model Municipal Ordinance

Governance and Responsible Use of Artificial Intelligence Systems

Section 1. Purpose

The purpose of this ordinance is to establish governance, transparency, and accountability standards for the use of Artificial Intelligence (AI) systems by the municipality. The intent is to ensure that AI technologies used by municipal departments support public service delivery while protecting residents' rights, maintaining human oversight, and promoting transparency in government decision-making.

This ordinance provides guardrails for how AI systems may be evaluated, approved, and used by the municipality and ensures that residents have visibility into the role such systems play in public operations.

Section 2. Definitions

For the purposes of this ordinance, the following definitions apply:

Artificial Intelligence System (AI System)

Any computational system, software, or algorithm that uses machine learning, statistical modeling, automated decision-making, generative AI, or similar techniques to produce outputs such as predictions, recommendations, classifications, or generated content that influence municipal operations or decisions.

Automated Decision-Making System

An AI system that produces decisions or recommendations that may materially influence decisions affecting residents, municipal services, enforcement actions, or administrative determinations.

Human Review

A process in which a qualified municipal employee evaluates and verifies AI-generated outputs before those outputs are used to inform or make a final decision.

Municipal Department

Any department, office, agency, board, or commission operating under the authority of the municipality.

Section 3. Applicability

This ordinance applies to any AI system that is:

1. Procured by the municipality

2. Developed internally by municipal staff or contractors
3. Used by municipal departments to support decision-making, operations, or public services

This ordinance does not prohibit the use of AI systems but establishes governance requirements and oversight standards for their responsible use.

Section 4. Prohibited and Restricted Uses

The municipality shall not deploy AI systems in ways that remove meaningful human oversight from decisions that materially affect residents.

The following uses are prohibited unless expressly authorized by the governing body through a public approval process:

Fully Automated Decision-Making Affecting Residents

AI systems shall not independently make final determinations regarding enforcement actions, benefits, permits, or other decisions affecting residents without meaningful human review.

Real-Time Facial Recognition for Surveillance

The use of real-time facial recognition technology for continuous surveillance of public spaces is prohibited unless specifically authorized by law and approved by the governing body.

AI Systems That Discriminate or Produce Unlawful Bias

AI systems known to produce discriminatory outcomes based on protected characteristics may not be deployed.

Undisclosed AI Use in Resident Interactions

Municipal systems interacting directly with residents must disclose when automated or AI-assisted technologies are being used.

Section 5. Transparency and Public Disclosure

The municipality shall maintain transparency regarding the use of AI systems in municipal operations.

At a minimum, the municipality shall maintain a publicly accessible record that includes:

1. The name and description of each AI system used by the municipality
2. The purpose of the system and the department responsible for its operation

3. A general description of the type of decisions or tasks the system supports

The municipality shall review and update this disclosure at least annually.

Section 6. Human Oversight

AI systems shall be used as decision-support tools and shall not replace responsible human judgment in municipal governance.

Municipal employees responsible for decisions influenced by AI systems must:

1. Review AI-generated outputs before acting on them
2. Exercise independent judgment when evaluating those outputs
3. Retain the authority to override automated recommendations

No AI-generated output shall be treated as a final decision without human evaluation.

Section 7. Resident Rights and Appeals

Residents who believe that an AI-assisted system has materially influenced a decision affecting them may request review through the municipality's administrative process.

Such requests may be submitted to the appropriate municipal office, such as the Town Manager, City Administrator, or other designated authority.

The municipality shall establish procedures to:

1. Receive complaints or concerns regarding AI-assisted decisions
 2. Conduct a meaningful human review of those decisions
 3. Escalate complex matters to legal counsel or appropriate authorities when necessary
-

Section 8. Annual Review

The municipality shall review its AI governance policy at least once per year to ensure that it remains aligned with technological developments, legal requirements, and community expectations.

Updates to the policy or AI system disclosures shall be made publicly available following each review.

Section 9. Effective Date

This ordinance shall take effect upon adoption by the governing body.

Municipal departments currently using AI systems shall review those systems for compliance with this ordinance within six months of adoption.

Date: Wednesday Aug 19, 2026

Subject: Public Works Facility Proposal

The Town of Upper Marlboro Public Works is proposing for consideration the development of a new, purpose-built Public Works Operations Facility designed to support the Town's current responsibilities while providing sufficient capacity for future growth.

The proposed facility would consist of approximately 10,000–12,000 square feet of enclosed, heated space, a five-bay open equipment shed, a large secured heavy-duty vehicle and equipment yard, and a dedicated heated vehicle/equipment wash area with floor drainage.

The facility would also include employee support areas, including a locker room, two showers, restrooms, break room, administrative/work areas, storage, and a bunk room capable of supporting overnight Public Works operations during snow events, severe weather, and other emergencies.

The intent is to create a centralized Public Works campus that allows the Town to safely store, maintain, deploy, and operate its vehicles and equipment while improving employee working conditions and reducing the operational limitations associated with inadequate facilities.

1. Proposed Main Building One

Main Building

Target size: approximately 11,000 square feet

Space	Approx. SF
Bay 1 – Fleet Maintenance	1,250
Bay 2 – Heavy Equipment	1,250
Bay 3 – Seasonal/Emergency Operations	1,250
Bay 4 – General Maintenance/Wash	1,250
Parts/Equipment Storage	650
Workshop/Tool Area	400
Director/Supervisor Offices	400
Administrative Work Area	300

Space	Approx. SF
Conference/Training Room	350
Employee Break Room	300
Locker Room	400
Two Showers/Changing Area	150
Restrooms	250
Bunk/Overnight Room	400
Mechanical/IT/Electrical	400
General Storage/PPE	250
Circulation/Walls	1,350
Total	11,000 SF

2. Vehicle and Equipment Bays

The facility would provide four enclosed vehicle/equipment bays.

Recommended bay dimensions

- Approximately **24 feet wide**
- Approximately **50 feet deep**
- 16–18-foot ceiling height
- Oversized overhead doors
- Reinforced concrete floors
- Heavy-duty electrical service
- LED lighting
- Compressed air
- Heating
- Exhaust ventilation
- Vehicle maintenance capabilities

Bay functions

Bay 1 – Fleet Maintenance

Routine maintenance and repairs for Town vehicles, including pickups, service vehicles and other equipment.

Bay 2 – Heavy Equipment

Primary area for larger equipment such as dump trucks, tractors, skid steers and other heavy equipment.

Bay 3 – Seasonal/Emergency Operations

Snow equipment, storm-response equipment, emergency supplies and temporary staging.

Bay 4 – General Maintenance/Wash

Smaller equipment, trailers, general maintenance and winter vehicle/equipment washing.

3. Heated Vehicle and Equipment Wash Area

A major component of the facility should be the ability to wash Town vehicles and equipment during winter operations. This has plagued us for years. We have not been able to adequately clean salty equipment until outdoor temperatures reach 32 degrees or higher. This speeds up the deterioration process tremendously.

The preferred design would provide a heated wash/service bay with:

- Hot and cold water
- Commercial pressure washer
- Hose reels
- Heated concrete floor or radiant heating
- Sloped floor
- Trench/floor drain system
- Sediment and oil separation as required
- Proper wastewater connection
- Adequate ventilation
- Freeze protection
- High-pressure wash equipment

4. Building Two - Five-Bay Open Equipment Shed

The facility should include a separate five-bay open-sided equipment shed.

Conceptual size

Approximately:

125 feet long × 30 feet deep = 3,750 SF

This could provide approximately five 25-foot-wide equipment bays.

The shed would be used for:

- Tractors
- Mowers
- Skid steers
- Trailers
- Attachments
- Snow equipment
- Generators
- Seasonal equipment
- Other equipment not requiring enclosed heated storage

The structure should have a concrete slab, adequate lighting, electrical outlets, gutters, drainage, security cameras and sufficient clearance for the Town's largest equipment.

5. Open Vehicle and Equipment Yard

The site should include a substantial secured, open yard surrounding the buildings with 24-hour surveillance.

The yard should provide space for:

- Town fleet parking
- Dump trucks
- Trailers
- Heavy equipment
- Equipment attachments

- Snow-response staging
- Storm-response staging
- Material storage
- Equipment maneuvering
- Temporary emergency staging

PUBLIC ROAD

CONTROLLED ENTRY GATE

EMPLOYEE PARKING

11,000 SF PUBLIC WORKS
BUILDING

BAY 1 | BAY 2 | BAY 3 | BAY 4

Offices / Locker / Showers

Break Room / Bunk Room / Storage

HEAVY-DUTY PAVED YARD

5-BAY OPEN SHED

1 | 2 | 3 | 4 | 5

HEATED WASH / SERVICE AREA

DRAIN / WATER / PRESSURE WASH

SECURED EQUIPMENT / MATERIAL
YARD

The Town's Public Works Department is responsible for maintaining the Town's infrastructure, vehicles, equipment, streets, drainage systems, public spaces and other municipal assets. Those responsibilities require a facility capable of supporting both routine operations and emergency response.

A purpose-built Public Works facility would address several operational deficiencies that currently exist.

Needs Right Now

In the interim, the Town has an opportunity to lease an approximately 2,780-square-foot warehouse/office facility located directly adjacent to the Town's Police Department space. This property could provide an immediate solution to several of the Town's current space limitations while a permanent Public Works facility is being planned, designed, financed, and constructed.

The leased facility would allow the Public Works Department to completely vacate its current space at Town Hall, creating additional office capacity for incoming General Government staff and allowing the Town to better utilize Town Hall for its intended administrative functions. The existing Public Works yard could then be repurposed as additional equipment and material storage, providing greater flexibility during the transition period.

The lease would be funded through **speed camera revenue**, providing a dedicated funding source for the interim facility without placing the cost directly on the Town's General Fund.

There is also a suitable property immediately adjacent to the Police Department that is currently available for purchase. The property owners have expressed an interest in selling the property to the Town. This presents a potentially significant long-term opportunity. If the Town determines that the property is suitable for the future Public Works Operations Facility, leasing the adjacent warehouse/office space in the interim would provide the Town with a unique advantage: Public Works staff and Town leadership would be located immediately next door to the future construction site.

This arrangement would allow the Town to maintain direct oversight of the future facility's development, provide convenient access for project meetings and inspections, and allow Public Works personnel to remain closely involved throughout the design and construction process.

Public Works Operations Facility – Project Summary

The Town of Upper Marlboro is proposing the development of a new, centralized Public Works Operations Facility designed to support the Town’s current needs while providing capacity for future growth. The proposed facility would include approximately 10,000–12,000 square feet of heated enclosed space, four vehicle and equipment bays, administrative and training areas, a locker room, two showers, restrooms, a break room, storage and parts areas, and a bunk room for overnight emergency operations.

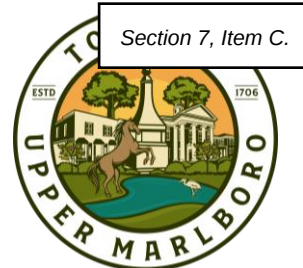
The site would also include a five-bay open-faced equipment shed, a large secured heavy-duty vehicle and equipment yard, employee parking, security fencing, controlled access, exterior lighting, stormwater infrastructure, and a dedicated heated vehicle and equipment wash area. The wash area would include hot and cold water, pressure-washing equipment, sloped floors, floor drains, and an appropriately designed wastewater system to allow vehicles and equipment to be cleaned during winter operations without exposing employees or equipment to freezing conditions.

The facility would significantly improve the Town’s ability to maintain and protect its fleet and equipment while providing a more efficient and professional working environment for Public Works employees. More importantly, the combination of heated maintenance bays, emergency equipment staging, showers, a break room, bunk accommodations, and standby emergency power would allow Public Works personnel to remain operational for extended periods during snow events, severe storms, flooding, and other emergencies.

Current proposition

In the interim, the Town has an opportunity to lease an approximately 2,780-square-foot warehouse/office facility located directly adjacent to the Town’s Police Department space. This property could provide an immediate solution to several of the Town’s current space limitations while a permanent Public Works facility is being planned, designed, financed, and constructed.

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This arrangement would allow the Town to maintain direct oversight of the future facility's development, provide convenient access for project meetings and inspections, and allow Public Works personnel to remain closely involved throughout the design and construction process.

AUG.18 26



Dear Mr. Bond,

Thank you for extending Digger Demolition & Recon, Inc. the opportunity to service your demolition and removal project. In these uncertain times, you can trust Digger Demolition to get your project completed, as promised and outlined in the attached proposal.

Building on three generations of experience in commercial/residential demolition and site work, and a principal responsible for completing over \$1B in the ground, we will deliver your project like no other contractor you have worked with previously.

- Our trained, dedicated staff is committed to **safety, quality, and customer satisfaction.**
- Service excellence is as important to us as it is to our clients. This means completing your job **on time** and **within budget**, while we strive to maintain a **clean worksite** and leave your property in **pristine condition.**

Our goal is to provide a seamless demolition and removal project that meets our above-average industry standards, complies with regulatory requirements, and is befitting our stellar industry reputation.

We appreciate the opportunity to work with you and value you as a prospective client.

And remember if you dig, use Digger Demolition, the demolition and site work experts.

Thank you.

- Tkjr.

Thomas D. Kline, Jr.

Principal

Digger Demolition

301-639-9664

tklinediggerdemo@gmail.com

Services Proposal and Agreement



Customer/Prime/Agent	Darrell Bond Public Works Director Town of Upper Marlboro COST TO COMPLETE
Phone Number/Email Address	301 509 4756 dbond@uppermarlboro.gov
Job Address	5510 Old Crain Hwy. Upper Marlboro Md
Billing Address	14211 school lane Upper Marlboro Md. 20772
Estimator	Tom Kline
Phone Number/Email Address	301-639-9664, tklinediggerdemo@gmail.com
Date	8 18 26

SCOPE OF WORK	OTHER CONSIDERATIONS
● REMOVE AND HAUL OFF TRASH AND CONSTRUCTION DEBRIS FROM FOUNDATION AREA, GATHER AND DISPOSE OF TIRES FROM AREAS AROUND FOUNDATION WITHIN 500 FEET,, EXCEPT THOSE DOWN SUPER STEEP BANK REMOVE 2 CARS, BORROW DIRT FROM ABOVE FOUNDATION AND PLACE OVER EXISTING CONCRETE AND BLOCK FOUNDATION, GRADE EXISTING BORROW AREA AND HOUSE FILL AREA AND TRACK IN ALL AREAS SEED AND STRAW - \$ 32,000.00 ● PLACE RC6 ON EXISTING ROAD WITH FABRIC TO BE ABLE TO ACCESS DEBRIS AND TIRES 900 l.f. - \$18,000,00 ● CHIP AND LEAVE ON SITE ALL DOWNED TREES FROM CLEARING FOR ROAD AND HOUSE CHIPS TO REMAIN ON SITE PRICE INCLUDES 2 DAYS CHIPPING WITH 21 INCH CHIPPER.- \$16,000..00 ● OWNER TO HAVE MISS UTILITY MARK EXISTING GAS LINES. ● COI PROVIDED AT TIME OF CONTRACT EXECUTION. THIS WORK IS WEATHER DEPENDENT, WE WILL NEED A 6 OR 7 DAY WINDOW TO COMPLETE THIS WORK. TIME IS OF THE ESSENCE IF THIS IS TO BE COMPLETED THIS YEAR.	Standard Exclusions: ● Disconnecting water, sewer, and utilities or any electric work (except where otherwise noted). ● Any underground trash removal. ● Dewatering, sink holes, and sink hole remediation. ● Damage to driveway, road, or parking lot from use of heavy equipment, tractor and trailers, roll-off container, and roll-off container services. ● Rock excavation ● TIRE REMOVAL ● Offsite Brush or tree removal, unless previously included. Job-Specific Exclusions: ● Permits by owner if necessary. ● Underground utility locates. ● New temp. drive. ● Cut and cap utilities. ● Removal of underground pipe, wire conduit, or any lines. ● New construction ● No import or export of dirt. ● Under ground storage tanks or any remediation of fuel,gas, or any petroleum products. ● Asbestos abatement or lead abatement or any reports or studies thereof. ● Silt fence. ● Engineering/ layout work, surveying ● Removal of any in ground pipes or conduit for pool. ● Permit fees, or posting bond or bond money by owner. ● Concrete block or brick or brick removal to offsite.

	Special Notes: 7 WORKING DAYS TO COMPLETE WORK START DATE 8 31 26	
	TOTAL TBD	
	Materials & Labor Total	Included
		\$ 66,000.00

TERMS AND CONDITIONS

The following terms and conditions apply to the work to be performed by Digger Demolition & Recon (Digger Demolition) and, with information on the preceding and subsequent pages, constitute the Agreement in its entirety.

Customer agrees that (s)he is the authority and/or Owner/Agent of above-described property/project. As such, Customer warrants to Digger Demolition that he is the responsible party for signature and will make himself available for job-site coordination/issues.

Customer promises and guarantees an absolute right to Contractor for unfettered access to on-site Digger Demolition equipment for servicing and equipment removal purposes. Should the Customer impede Contractor from access to remove said equipment, Customer agrees to pay Contractor \$500/day per piece of equipment that Customer impedes said removal.

The parties to this contract agree that this contract shall be deemed to have been executed in Maryland and that any dispute, including litigation, that may arise under the contract shall be instituted in the court of competent jurisdiction in Frederick, Maryland and that any such dispute shall be determined in accordance with the laws of the State of Maryland.

Digger Demolition warrants that all work performed is owned by the Customer, and that authorization for the work has been obtained from the rightful owner of the property, if applicable to the work performed. The Customer shall be responsible for compensating Digger Demolition for any and all damages collected against Digger Demolition by any third party demonstrating actual ownership of the property upon which the work is to be or was performed.

Should Digger Demolition, Customer, or Customer's Agent not be able to obtain permits, licenses, or other necessary paperwork to perform the stated work as proposed, Customer shall have no claim against Digger Demolition, monetary or otherwise, beyond refund of initial payment made by Customer to Digger Demolition.

The Customer shall provide free access to the work area for the employees and vehicles of Digger Demolition, and the Customer agrees to keep all access in and out of the property for those items clean and available for movement and parking of trucks and equipment during the course of the work day.

Digger Demolition assumes no responsibility or liabilities for any cracking, breaking, puncturing, depressing or any other damage to existing driveway or other type of paved, bricked, stoned, concrete or asphalted surface(s) which may result from the trucks and equipment being used to access the job site or while trucks and equipment are moving on the site. A waiver of damage is agreed upon the execution of this Agreement. Additionally, Digger Demolition does not warranty any existing fencing or structural materials for integrity or quality. It is to be understood that it is the Customer's responsibility to have disconnected all utilities prior to work commencing. Hazardous material disposal is not included. Digger Demolition will be held harmless of schedule delays due to abatement services being performed that were not disclosed. Any delays in Production outside of the enclosed parameters is thus the responsibility of the Customer and Digger Demolition shall be compensated \$250 per crew hour, at its sole discretion. Digger Demolition is to be held harmless in the event of any property failures due to lack of structural integrity, acts of god and force majeure; either physically photographed, verbally notified, electronically notified or third-party notified, to the Customer.

Digger Demolition warrants that all work is done to the highest level of standard and quality. It is also to be understood that after final grading and prior to seed germination and establishment that some puddling may occur. If part of the scope of work, Digger Demolition does not warranty any seed after seven (7) days of completion, this includes germination quantity and quality. If supplemental seeding is necessary, it can be provided at an additional cost. Cost(s) associated with this supplemental seeding are not included in this Agreement and can be provided upon request.

PAYMENT TERMS

We propose to furnish all material, labor and equipment for completion of the scope of work as specified in the preceding pages of this document in accordance to the stated specifications for the sum of: \$ **66,000.00**

Payments will be paid by Customer, per the terms of this Agreement. Final payment will be based on job completion invoice submitted by Digger Demolition and is due upon completion of work. Accounts not paid within terms are subject to a 1% monthly finance charge.

Please coordinate check payments with Estimator/Project Manager, Thomas Kline, at 301-639-9664. Checks should be made to Digger Demolition & Recon, LLC.

PAYMENT SCHEDULE

Initial Payment: \$	2nd Payment: \$	Final Payment \$	(Paid
upon signed Agreement)	(Paid upon commencement of work)	(Paid upon completion of work)	

FINAL ACKNOWLEDGEMENTS

All work is to be performed as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the stated terms within this Agreement involving additional costs will be executed only upon signed change order and will become an extra charge over and above this initial Agreement. The terms of this Agreement shall not be subject to force majeure or other delays beyond Contractor’s control. The Owner/Agent is to carry fire, tornado and other necessary insurance.

It is to be understood when working with construction or de-construction related services, Mother-Nature, the weather, can sometimes be unpredictable. For delays due to weather, deliveries, embargoes, acts of terrorism, pandemics, epidemics, acts of god or force majeure, Digger Demolition & Recon is to be held harmless in all instances. No compensation or discounts are to be given as a result of such events.

Okay to work Saturday and Sunday? ☐ Yes ☐ No (Please check, accordingly.)

NOTE: Contractor has the right to withdraw this proposal or re-estimate the price if not accepted within fifteen (15) days.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Digger Demolition & Recons, LLC

Customer/Prime/Agent

By: _____

By: _____

Name: Thomas D. Kline, Jr. _____

Name: _____

Title: Principal _____

Title: _____

Date: _____

Date: _____



Date: Wednesday Aug 19, 2026

Subject: Public Works' Monthly Report

RE: July 2026

Public Works Related

- PWD uploaded and approved bills for PW assigned in Bill.com.
- Payroll processing and review.
- PWD provided feedback on the proposed P.G. County gas powered leaf blower ban to the MMLPWOA.
- PWD completed two treasurer trainings for MMLPWOA.
- PWD gathered materials to loan for the library's community clean up hosted in August.
- PWD met with several stakeholders to work on a solution to cleaning up after the unhoused individual.
- PWD attended multiple annexation planning meetings.

Maintenance and Beautification

- Town Hall generator had block heater replaced and PM service completed. All checks out.
- TM Anderson and I investigated downed trees and encroachment concerns on Old Crain Hwy and provided feedback to resident.
- PWD and Chief Burse looked for the best options for all terrain vehicle purchases for our respective departments.
- PWD and crewmembers tended to numerous downed trees and limbs in different areas around town.
- PWC upgraded cameras for PW yard.
- PWD supervised the demolition of the structures on the 5510 property.

Street and Sidewalk / Mead & Hunt Update

- PWD monitored Water St bridge water levels and town roads during multiple rain events.
- PWC performed storm drain checks and clearing of leaves and debris ahead of increased storm activity.
- PWC conducted routine litter patrols around Town.
- PWD looked for the best option for a compact tractor replacement.
- PWC completed herbicide treatments around town.
- PWD continued working to get Kolb electric on site to close out lighting issues.
- PWD requested conduit addition to splash pad pumphouse for camera operation.
- PWD completed NPDES stormwater reporting for the year.



- PWD attended the Water Street over Western Branch Bridge Lighting discussion with MDOT.

Refuse Accumulations

- There Were no dump body rentals for the month.
- Bulk day refuse totals for items to landfill were 3.29 tons.
- Yard waste totals for items to MES were 3.25 tons.

Sincerely,

Darnell F. Bond / Director of Public Works