



# Town of Upper Marlboro

## BOARD OF TOWN COMMISSIONERS PUBLIC HEARING, SPECIAL TOWN MEETING & BOARD WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, May 14, 2024 at 7:00 PM

### **AGENDA**

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

<https://uppermarlboromd-gov.zoom.us/j/83854958250?pwd=cjc5amV6WE1QN0Q5cmxzekwvM2tldz09>

**Webinar ID:** 838 5495 8250; **Passcode:** 843712; **Audio Dial-in only:** 301 715 8592

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

### **PUBLIC HEARING AGENDA 7:00 PM**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**

#### **Notice of Public Hearing: (3 Minutes Each Speaker)**

#### **A. THE TOWN OF UPPER MARLBORO, ORDINANCE 2024-01- TOWN TAX RATE & FY 2025 BUDGET**

NOTICE is hereby given by the Board of Commissioners of the Town of Upper Marlboro, Maryland that on Tuesday, April 23, 2023, Ordinance 2024-01 was introduced and read at the April Regular Town Meeting of the Board of Town Commissioners proposing:

AN ORDINANCE OF THE COMMISSIONERS OF THE TOWN OF UPPER MARLBORO APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF UPPER MARLBORO FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY 2025), ESTABLISHING THE VARIOUS TOWN TAX RATES FOR FY 2025, INCLUDING A VACANT PROPERTY TAX RATE, AND SETTING THE COMPENSATION FOR EMPLOYEES AND OFFICERS, AND TO ESTABLISH CERTAIN PROCEDURES FOR REVIEWING AND AMENDING SAME, AS MORE PARTICULARLY SET FORTH HEREIN.

#### **B. TOWN OF UPPER MARLBORO NOTICE OF A PROPOSED VACANT PROPERTY TAX RATE INCREASE**

For the taxable year beginning July 1, 2024, the Town of Upper Marlboro in Prince George's County, Maryland proposes to increase the real property tax rate for residential vacant properties from \$0.38 per \$100 of assessment to \$1.50 per \$100 of assessment and commercial vacant properties from \$0.57 per \$100 of assessment to \$1.50 per \$100 of assessment as proposed in Ordinance 2024-01: Town Tax Rate and FY 2025 Budget.

#### **5. Adjournment**

### **SPECIAL TOWN MEETING AGENDA**

6. **Call to Order**
7. **Roll Call**
8. **Review of Agenda**
9. **Business**

[A.](#) Contract Template (Board Vote)

[B.](#) Resolution 2024-08: Cummins Sales & Service (Board Vote)

#### **10. Adjournment**

### **BOARD WORK SESSION AGENDA**

#### **11. Call to Order**

**12. Roll Call**

**13. Business**

- [A.](#) Ordinance 2024-01: FY 2025 Budget (Board Discussion)
- [B.](#) Ordinance 2024-02: FY 2024 Budget Amendment (Board Discussion)
- [C.](#) Ordinance 2024-03: Personnel (Board Discussion)
- D. Church Street RFP Submissions (Board Discussion)
- E. Spring Branch Stormwater Management (Board Discussion)
- [F.](#) Leave Policy (Board Discussion)
- [G.](#) Town of Upper Marlboro Flag Design Survey (Board Discussion)

**14. Administrative Update**

**15. Public Comment (3 Minutes)**

**16. Preliminary Approval of Next Meeting Agenda**

**17. 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

***This is the contact template with the Cummins information included.***

AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_, by the Town of Upper Marlboro (“the Town”), a municipal corporation of the State of Maryland and Cummins, Inc., a corporation organized under the laws of the State of Indiana, d/b/a Cummins Sales & Service.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

**1. Services Provided:** The Contractor shall provide the following services for the Town:

\_\_\_\_\_ (“the Services”). The Services shall be provided as detailed in the following enumerated documents, which in addition to this Agreement form the contract, and they are incorporated herein to the same extent as if attached thereto, except that the Contractor’s Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained herein.

- 1) Cummins Sales & Service February 23, 2024 Quote
- 2) Equal Opportunity Employer & Drug Free Workplace Certification
- 3) Affidavit of Public Contracting Eligibility
- 4) Vendor Responsibility Form
- 5) Reference List
- 6) Notice of Award
- 7) Insurance Certificate
- 8) Notice to Proceed (when issued)
- 9) Mid-Atlantic Purchasing Team Rider Clause

B. The term of this Agreement commences as of the date hereof and Services shall terminate at 11:59 p.m. on April 30, 2027. Contractor agrees to commence the Services immediately upon receipt of the Notice to Proceed and to provide the various services outlined in Contractor’s February 23, 3034 Quote, which is attached hereto as Exhibit A.

The Town retains the right to reduce the scope of the Services to meet the Town’s needs.

C. Time is of the essence in the provision of Services under this contract.

D. The Contractor will furnish all equipment (the "Contractor's Equipment") needed to perform the Services.

**2. Fees:** The Town hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of Eight Thousand Three Hundred Ninety Nine and 11/100 Dollars (\$8,399.11) payable in the following manner: within thirty (30) days of an invoice for Services properly performed.

**3. Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**4. Notices:** All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand or (b) by mail, postage prepaid, addressed as follows:

To the Town: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses

whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Town for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

**6. Insurance:** The Contractor covenants to maintain the insurance coverages set forth herein. The Contractor shall provide Certificates of Insurance evidencing such coverages together with its signed Agreement. The Certificates of Insurance shall be on an occurrences basis, shall name the Town as an additional insured, and shall provide either that (a) the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) the Town shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the Town with the Certificates. All insurance shall include completed operations and contractual liability coverage.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance. The Contractor will be provided notification of any change. If the Contractor is an entity eligible to elect an exemption for officers or other employees under any provisions of the Maryland Workers Compensation Act, Md. Code Ann., Lab. & Emp. Art., § 9-101 *et seq.*, the Contractor is required to submit a copy of the relevant Workers' Compensation Commission form with proof of filing.

B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the following amounts:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;
2. Property damage liability insurance with limits of \$250,000.00 for each

occurrence and \$500,000.00 aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

2. Property damage liability with a limit of \$100,000 each accident.

**7. Doing Business in Maryland:** The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

**8. Compliance with Laws:** The Contractor shall, without any additional expense to the Town, be responsible for complying with all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.

**9. Indemnification:** The Contractor shall be responsible for and indemnify and defend the Town and hold it harmless from and against all claims for loss, personal injury and/or property damage, including but not limited to, attorneys' fees and any other costs incurred by the Town in defending any such claim, that may be suffered as a result of the Contractor's negligence or willful misconduct, or that of its officers, agents, employees or subcontractors, arising from or connected to the performance of the Services, any failure of the materials supplied under this contract, and any failure by the Contractor to perform the obligations of this Agreement. This indemnification includes claims for loss or damage to the Contractor's property located or stored on site.

**10. Not Assignable:** The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Town.

**11. Relief:** In the event of a breach or threatened breach of this Agreement by the Contractor, the Contractor consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

**12. Town's Right to Terminate:**

A. This Agreement may be terminated by the Town for the convenience of the Town by written notice to the Contractor specifying the termination date of the Agreement.

B. In the event of termination that is not the fault of the Contractor, the Town shall pay to the Contractor the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.

C. In the event the Contractor breaches or defaults upon its obligations hereunder, or through any cause fails to perform any of the terms, covenants, or provisions of this Contract, or for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Contractor impairs or prejudices the interests of the Town, or if the Contractor violates any of the terms, covenants, or provisions of this Contract, the Town shall have the right to terminate this Contract by giving notice in writing of the termination and date of such termination to the Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Contract. The Town may take over work to be done under this

Agreement and prosecute the work to completion by Contract or otherwise, and the Contractor shall be liable to the Town for all costs in excess of the total amount the Town would have paid the Contractor had there been no breach or default.

D. The Services may be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Town does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Town that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the Town shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

E. Upon the conclusion of the Contract or the termination of this Agreement for any reason all drawings, specifications, and other documents relating to the design, prosecution, or supervision of work shall be surrendered forthwith by the Contractor to the Town.

**13. Waiver:** The waiver by the Town of a breach, default, delay or omission by the Contractor with respect to any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

**14. Entire Understanding:** This Agreement contains the entire understanding between the parties, and supersedes any prior proposals or agreements, and any additions or modifications hereto may only be made in writing, executed by both parties.

**15. Governing Law:**

A. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.



B. The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance or enforcement thereof.

**16. Conflict of Interest:** The person executing this Agreement on behalf of the Contractor certifies that he or she understands the provisions of the Upper Marlboro Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

**17. Set-Off:** In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

**18. Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**19. Record Retention, Audits and Inspections:** The Contractor shall:

A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the Town to have access to all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

**20. Consent to Use of Electronically-Stored Signatures and Documents:** The Contractor agrees that: (i) inserting an electronically stored copy of a signature and submitting any document(s) to the City electronically legally binds Contractor in the same manner as if Contractor had signed in a non-electronic form or had submitted an original document to the City for execution, and (ii) any document that is electronically stored or contains an electronically-stored image of a signature of the Contractor shall be

considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. The Contractor agrees not to contest the admissibility or enforceability of an electronically-stored copy of this Agreement and any other documents.

**IN WITNESS WHEREOF**, on the date hereinabove set forth, the parties hereto have executed this Agreement in three duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR: [INSERT NAME]

\_\_\_\_\_

By:

\_\_\_\_\_ [NAME AND TITLE]

Federal Identification No.

\_\_\_\_\_

WITNESS:

TOWN OF UPPER MARLBORO

\_\_\_\_\_

By:

\_\_\_\_\_ Sarah Franklin, President

John Hoatson, Town Clerk

Approved as to Form and Legal Sufficiency:

Date: \_\_\_\_\_

\_\_\_\_\_ Karen P. Ruff, Town Attorney



BALTIMORE MD BRANCH  
1907 PARK 100 DR.  
GLEN BURNIE, MD 21061  
Phone: 410-590-8700

### PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF UPPER MARLBORO 14211 SCHOOL LN Upper Marlboro, MD 20772	Contact: Darnell *Bond Phone: 301 509-4756 Fax: 301 627-2080 Cust Id: 179218	Quote Date: 23-FEB-24 Quote Expires: 31-MAY-24 Quote Num: 218205 Quoted By: Kathleen A Pugliese Quote Term: 3 Year(s)

### Site Information

1	TOWN HALL	14211 SCHOOL LN	UPPER MARLBORO	MD 20772
---	-----------	-----------------	----------------	----------

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	L170288308	ONAN	C30N6	C30N6 (GG02-172101	L170288308	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	L170288308	FULL SVC/BATT/LB (2 HR)	1	1,710.18	1,710.18
		FULL SVC/LB (2 HR)	2	1,541.27	3,082.54
		INSPECTION	9	400.71	3,606.39

\*\*\*3 year Generator Planned Equipment Maintenance Quote\*\*\*

Based on previous PM schedule the next service is tentatively scheduled for:

Full Service + 2 hour load bank: May 2024 & 2026 including oil and coolant sampling

Full Service with Battery Replacement: May 2025 including oil and coolant sampling

Inspections: August/November 2024 & February/August/November 2025/2026 & February 2027

\*\*\*Load Bank\*\*\*

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.

Reading will be taken every 15 minutes, unless otherwise specified.

\*If no selection is made, we will perform this option by default.

2.0 Hour Load Bank

\_\_\_ \*30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

\_\_\_ 80% of the EPS nameplate kW rating for 2 continuous hours

\_\_\_ Other ? Please Specify\_\_\_\_\_

To continue your services without interruption, please sign the agreement and return to:

Kathleen Pugliese

Kathleen.Pugliese@cummins.com

Phone # 267-552-6852



## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TOWN OF UPPER MARLBORO 14211 SCHOOL LN Upper Marlboro, MD 20772	Contact: Darnell *Bond Phone: 301 509-4756 Fax: 301 627-2080 Cust Id: 179218	Quote Date: 23-FEB-24 Quote Expires: 31-MAY-24 Quote Num: 218205 Quoted By: Kathleen A Pugliese Quote Term: 3 Year(s)

\*\*\*Payment Info\*\*\*

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# \_\_\_\_\_

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:  
P.O. Box 772639  
Detroit, MI 48277-2639

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Territory Manager Contact Information:  
Brian Crabtree  
Cell: 410-897-7285  
brian.crabtree@cummins.com

<b>Standard Agreement Amount</b>	<b>\$8,399.11</b>
<b>Taxes</b>	<b>\$23.06</b>
<b>Proposal Total</b>	<b>\$8,422.17</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



## PLANNED MAINTENANCE AGREEMENT

### Customer Address

TOWN OF UPPER MARLBORO  
14211 SCHOOL LN  
Upper Marlboro, MD 20772

### Customer Contact

Contact: Darnell \*Bond  
Phone: 301 509-4756  
Fax: 301 627-2080  
Cust Id: 179218

### Quote Information

Quote Date: 23-FEB-24  
Quote Expires: 31-MAY-24  
Quote Num: 218205  
Quoted By: Kathleen A Pugliese  
Quote Term: 3 Year(s)

### Customer Approval

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### CUMMINS INC

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

## The Town of Upper Marlboro

**RESOLUTION:** 2024 - 08  
**SESSION:** Special Town Meeting  
**DATED:** May 14, 2024

### **A RESOLUTION OF THE BOARD OF TOWN COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO TO APPROVE A MAINTENANCE AGREEMENT WITH CUMMINS SALES AND SERVICE FOR THE GENERATOR AT TOWN HALL AND TO AUTHORIZE THE EXECUTION OF THE AGREEMENT**

**WHEREAS**, the Town of Upper Marlboro Public Works Department obtained a quote (#218205) from Cummins Sales and Service (“Cummins”) in the amount of \$8,422.17 for a planned maintenance agreement for the generator at Town Hall located at 14211 School Lane, Upper Marlboro, Maryland (“Quote”), which is attached hereto as Exhibit A; and

**WHEREAS**, Town of Upper Marlboro Ordinance 2022-06 (Purchasing and Contracts), Section 3.A states that expenditures for supplies, materials, equipment, construction of public improvements or contractual services involving less than Ten Thousand Dollars (\$10,000.00) shall be made by the Mayor, provided the amount of the procurement is appropriated within the approved budget and the term is for one year or less; and

**WHEREAS**, the Board of Town Commissioners hereby finds that (1) the Quote is for an amount less than Ten Thousand Dollars (\$10,000.00), (2) sufficient funds have been appropriated in the current fiscal year budget to execute a contract with Cummins in the amount of the Quote and that sufficient funds are proposed to be appropriated for Fiscal Year 2025, and (3) the Quote is for a three year term; and

**WHEREAS**, the Board of Town Commissioners, therefore, must approve a contract with Cummins for the amount of the Quote pursuant to Ordinance 2022-06. The Board of Commissioners for the Town of Upper Marlboro desires to approve an agreement with Cummins in substantially the same form as that attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners for The Town of Upper Marlboro that the Maintenance Agreement attached hereto as Exhibit B is hereby approved accepting the price set forth in the Quote, and authorizing the President to execute a maintenance agreement with Cummins in the amount of \$8,422.17 that is in substantially the same form as that attached hereto as Exhibit B, and to execute other relevant contract documents required to effectuate the purpose of this Resolution.



**PASSED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a Special Town Meeting on this 14th day of May 2024.

Attest:

THE BOARD OF COMMISSIONERS OF THE TOWN  
OF UPPER MARLBORO, MARYLAND

\_\_\_\_\_  
Sarah Franklin, President

\_\_\_\_\_  
Derrick Brooks, Commissioner

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Karen Lott, Commissioner

\_\_\_\_\_  
Alma Prevatte, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 14th day of May, 2024.

\_\_\_\_\_  
John Hoatson, Town Clerk

**Attachment A: Cummins Sales and Service Quote #218205 - Dated 02-23-24**

**Attachment B: Maintenance Agreement**

**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

ORDINANCE: 2024-01  
SESSION: Regular Town Meeting  
INTRODUCED: April 23, 2024  
DATE ENACTED: May 28, 2024  
EFFECTIVE DATE: June 17, 2024

**AN ORDINANCE OF THE COMMISSIONERS OF THE TOWN OF UPPER MARLBORO APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF UPPER MARLBORO FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY2025), ESTABLISHING THE VARIOUS TOWN TAX RATES FOR FY2025, INCLUDING A VACANT PROPERTY TAX RATE, AND SETTING THE COMPENSATION FOR EMPLOYEES AND OFFICERS, AND TO ESTABLISH CERTAIN PROCEDURES FOR REVIEWING AND AMENDING SAME, AS MORE PARTICULARLY SET FORTH HEREIN.**

WHEREAS, the legislative body of every incorporated municipality in this State pursuant to Local Government (“LG”) Article, § 5-205 of the Annotated Code of Maryland (“State Code”) is delegated express ordinance-making powers to expend municipal funds for any purpose deemed to be public and which affects the safety, health, and general welfare of the municipality and its occupants; and

WHEREAS, every municipal legislative body is further expressly delegated ordinance-making powers pursuant to said section of the State Code to expend municipal funds provided that any funds not appropriated at the time of the annual levy, shall not be expended, nor shall any funds appropriated be expended for any purpose other than that for which appropriated, except by a two-thirds vote of all members elected to the said legislative body; and

WHEREAS, Section 82-40 of the Charter of the Town of Upper Marlboro (“Charter”) requires that the President of the Board of Commissioners (“President”) at least thirty days before the beginning of each fiscal year. submit a budget to the Board of Commissioners (“Board”); and

WHEREAS, the fiscal year for each municipal corporation in the State of Maryland is mandated by State Code, LG Article, Section 16-101, and Charter, Section 82-39 to begin on July 1 of a calendar year and end on June 30 of the next calendar year; and

WHEREAS, Charter, Section 82-40 further prescribes that the budget shall provide a complete financial plan for the budget year and shall contain estimates of anticipated revenues and proposed expenditures for the coming year; and

WHEREAS, the Board of Commissioners of the Town of Upper Marlboro, Maryland propose to set the following tax rates for Fiscal Year 2025 for the Town of Upper Marlboro: \$0.38 per \$100 of assessed valuation of residential real property; \$0.55 of assessed valuation for business personal property; \$0.57 of assessed valuation for commercial real property; \$1.50 for vacant property, \$0.25 agricultural use and \$2.50 of assessed valuation for public utility operating real personal property, subject to taxation by the Town of Upper Marlboro for general fund purposes, including debt service purposes;

WHEREAS, Charter, Section 82-41 prescribes that before adopting the budget the Board may hold a public hearing thereon upon such notice as may be deemed appropriate and that the Board may increase, decrease or eliminate any item in the budget and may add new items thereto; and

WHEREAS, MD Ann. Code, Tax-Property, § 6-308. Procedure to increase taxes, requires that the Town advertise its intent to increase any of its property tax rates and to conduct a public hearing, in accordance with the provisions thereof; and

WHEREAS, the Town of Upper Marlboro has published the notices required by the Town Charter and MD Ann. Code, Tax-Property, § 6-308, and conducted the public hearing on the 14th day of May, 2024; and

WHEREAS, Charter, Section 82-41 further prescribes that the budget shall be adopted in the form of an ordinance and that a favorable vote of at least a majority of the total elected members of the Board shall be necessary for adoption; and

WHEREAS, Charter, Section 82-11 mandates that except in cases of emergency, no ordinance shall be passed at the same meeting at which it is introduced and that at any regular or special meeting of the Board held not less than six nor more than sixty days after the meeting at which the ordinance was introduced, it shall be passed, or passed as amended, or rejected, or its consideration deferred to some specified future date; and

WHEREAS, Charter, Section 82-11 further mandates that each ordinance shall be posted in the Town office, and each ordinance or a fair summary thereof, shall be published at least once, in a newspaper of general circulation in the Town; and

WHEREAS, Charter, Section 82-42 prescribes that no public money may be expended without having been appropriated by the Board, and that from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein; and

WHEREAS, Charter, Section 82-43 prescribes that any transfer of funds between major appropriations for different purposes by the President must be approved by the Board before becoming effective; and

WHEREAS, Charter, Section 82-44 proscribes any expenditures or contracts to expend money or to incur any monetary liability in excess of the amounts appropriated for or transferred to a particular general classification of expenditure in the budget, and

WHEREAS, Charter, Section 82-48 mandates that prior to June 30<sup>th</sup> in each and every year the Board shall determine the tax rates for the ensuing fiscal year, which determination shall constitute the tax levy for such year.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, STATE OF MARYLAND, DOES ORDAIN AND ENACT AS FOLLOWS:

**Section 1.** The Fiscal Year 2025 Budget Ordinance (“FY2025 Budget Ordinance”) shall be divided into the following major anticipated revenue funds or groups having the estimated amounts as indicated below:

<u>REVENUE SOURCE</u>	<u>BUDGET AMOUNT</u>
Taxes	\$1,533,280.00
Fines Licenses & Permits	\$871,000.00
Intergovernmental	\$56,000.00
Miscellaneous Revenue	\$122,725.00
Grants	\$1,415,000.00
<b>Total Revenues</b>	<b>\$3,997,005.00</b>

**Section 2.** The total of the anticipated revenues and any estimated fund balance available for expenditure during the fiscal year within each of the aforesaid categories of the FY2025 Budget Ordinance shall equal or exceed the total of the proposed expenditures within the following general classifications of expenditures as set forth in the appropriations with the amounts as indicated below:

<u>EXPENDITURES</u>	<u>BUDGET AMOUNT</u>
General Government	\$756,700.00
Public Safety	\$1,075,600.00
Public Works Department	\$618,400.00
Capital Improvements	\$131,305.00
Grants	\$1,415,000.00
<b>Total Expenditures</b>	<b>\$3,997,005.00</b>

**Section 3.** Notwithstanding this budget ordinance, the FY2025 Budget shall be presented and discussed in further detail by enumerating additional sub-categories or detailed items

pertaining to either revenues or expenditures as deemed necessary and expedient by the President and/or the Board (the “Detailed Budget”). Although not considered incorporated by reference or formally part of this FY2025 Budget Ordinance, the Detailed Budget, unless subsequently modified by the President, with approval of the Board as set forth in Section 4 below, shall reflect the various items discussed therein and shall remain substantially uniform throughout the fiscal year having essentially the same format and items as presented to the Board at the Town meeting wherein the FY2025 Budget was approved.

**Section 4.** All budget amendments transferring monies between general classifications of expenditure or appropriations as reflected in this FY2025 Budget Ordinance shall be submitted to the Board for approval, from time to time, by ordinance. Budget changes or amendments occurring within certain specified sub-categories or the various detailed items not reflected herein but shown in the Detailed Budget shall be approved from time to time by the President subject to review and approval by the Board as recorded in the journal of its proceedings.

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that the levy for Fiscal Year 2025 for the Town of Upper Marlboro shall hereby be set at \$0.38 per \$100 of assessed valuation of residential real property; \$0.55 of assessed valuation for business personal property; \$0.57 of assessed valuation for commercial real property; \$1.50 for vacant property, \$0.25 agricultural use and \$2.50 of assessed valuation for public utility operating real personal property, subject to taxation by the Town of Upper Marlboro for general fund purposes, including debt service purposes; and

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that it hereby finally sets, ratifies and establishes the compensation of all regular Town staff positions, as prescribed by Section 82-60 of the Town Charter, via this annual budget ordinance enacted herein, in accordance with the pay chart below:

**Town of Upper Marlboro Police Department  
ANNUAL COMPENSATION SCHEDULE FY2024 (3.0% COLA)**

Grade Step	Public Safety									
	Police Officer	Private First Class	Corporal	Sergeant	Lieutenant	Captain	Chief of Police	Parking Authority	Code Compliance	Administrative Assistant
Base	\$55,105	\$58,195	\$60,255	\$63,757	\$72,100	\$82,400	\$91,000	\$46,350	\$51,500	\$41,200
1	\$58,411	\$61,687	\$63,870	\$67,582	\$76,426	\$87,344	\$96,460	\$49,131	\$54,590	\$43,672
2	\$60,164	\$63,537	\$65,786	\$69,610	\$78,719	\$89,964	\$99,354	\$50,605	\$56,228	\$44,982
3	\$61,969	\$65,443	\$67,760	\$71,698	\$81,080	\$92,663	\$102,334	\$52,123	\$57,915	\$46,332
4	\$63,828	\$67,407	\$69,793	\$73,849	\$83,513	\$95,443	\$105,404	\$53,687	\$59,652	\$47,722
5	\$65,742	\$69,429	\$71,887	\$76,065	\$86,018	\$98,306	\$108,567	\$55,297	\$61,442	\$49,153
6	\$67,715	\$71,512	\$74,043	\$78,347	\$88,599	\$101,256	\$111,824	\$56,956	\$63,285	\$50,628
7	\$69,746	\$73,657	\$76,264	\$80,697	\$91,257	\$104,293	\$115,178	\$58,665	\$65,183	\$52,147
8	\$71,839	\$75,867	\$78,552	\$83,118	\$93,994	\$107,422	\$118,634	\$60,425	\$67,139	\$53,711
9	\$73,994	\$78,143	\$80,909	\$85,611	\$96,814	\$110,645	\$122,193	\$62,238	\$69,153	\$55,322
10	\$76,213	\$80,487	\$83,336	\$88,180	\$99,719	\$113,964	\$125,858	\$64,105	\$71,228	\$56,982
11	\$78,500	\$82,902	\$85,836	\$90,825	\$102,710	\$117,383	\$129,634	\$66,028	\$73,364	\$58,692
12	\$80,855	\$85,389	\$88,411	\$93,550	\$105,791	\$120,905	\$133,523	\$68,009	\$75,565	\$60,452
13	\$83,281	\$87,950	\$91,064	\$96,356	\$108,965	\$124,532	\$137,529	\$70,049	\$77,832	\$62,266
14	\$85,779	\$90,589	\$93,796	\$99,247	\$112,234	\$128,268	\$141,655	\$72,151	\$80,167	\$64,134
15	\$88,352	\$93,307	\$96,610	\$102,224	\$115,601	\$132,116	\$145,904	\$74,315	\$82,572	\$66,058

**General Government & Public Works**

Paygrade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 38,650	\$ 39,810	\$ 40,970	\$ 42,130	\$ 43,290	\$ 44,450	\$ 45,610	\$ 46,770	\$ 47,930	\$ 49,090
2	\$ 43,060	\$ 44,360	\$ 45,650	\$ 46,940	\$ 48,230	\$ 49,520	\$ 50,820	\$ 52,110	\$ 53,400	\$ 54,690
3	\$ 48,580	\$ 50,040	\$ 51,500	\$ 52,960	\$ 54,410	\$ 55,870	\$ 57,330	\$ 58,790	\$ 60,240	\$ 61,700
4	\$ 55,200	\$ 56,860	\$ 58,520	\$ 60,170	\$ 61,830	\$ 63,480	\$ 65,140	\$ 66,800	\$ 68,450	\$ 70,110
5	\$ 62,920	\$ 64,810	\$ 66,700	\$ 68,590	\$ 70,480	\$ 72,360	\$ 74,250	\$ 76,140	\$ 78,030	\$ 79,910
6	\$ 71,740	\$ 73,900	\$ 76,050	\$ 78,200	\$ 80,350	\$ 82,510	\$ 84,660	\$ 86,810	\$ 88,960	\$ 91,110
7	\$ 81,680	\$ 84,140	\$ 86,590	\$ 89,040	\$ 91,490	\$ 93,940	\$ 96,390	\$ 98,840	\$ 101,290	\$ 103,740
8	\$ 92,730	\$ 95,520	\$ 98,300	\$ 101,080	\$ 103,860	\$ 106,640	\$ 109,430	\$ 112,210	\$ 114,990	\$ 117,770

**Public Safety Specialty & Incentive Hourly Pay**

- Active Field Training Officer: \$4.00 an hour
- Night Shift Differential: \$2.45 an hour

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that the below staffing levels are authorized for each Department:

- General Government: One Town Administrator, one Town Clerk, one Administrative Assistants (Deputy Clerk), one part-time Events Coordinator, one Special Assistant and one Circuit Rider Grant Manager.
- Public Safety: One Chief of Police, one Sergeant, two Corporals, one Police Officer, and one Code Compliance Officer.

- Public Works: One Director, one Foreman, one Crew Lead, and two Crew Members.
- Should additional funding become available, or additional annexation phases are completed the additional staffing levels are authorized: Public Safety- one Captain, one Lieutenant, one Sergeant, one Police Officer, three Administrative Assistants, and one Parking Enforcement officer. Public Works- two crew members. General Government- one Administrative Assistant and one Economic Development Coordinator.

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall become effective at the expiration of twenty (20) calendar days following approval by the Board of Commissioners; and

BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall be posted in the Town Hall office, and this FY 2025 Budget Ordinance or a fair summary of it shall be published once in a newspaper of general circulation in the Town.

AYES: \_\_\_\_\_ NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**ORDAINED, APPROVED AND** finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this \_\_\_\_\_ day of May, 2024, by:

Attest:

THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, President

\_\_\_\_\_  
Derrick Brooks, Commissioner

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

\_\_\_\_\_  
Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

\_\_\_\_\_ Date: \_\_\_\_\_

Karen Ruff, Esq., Town Attorney

DRAFT



# DRAFT

**Town of Upper Marlboro**  
2025 Annual Budget

Income

Revenue

4000 Taxes

4010 Real Estate Taxes Residential	\$ 454,285.00	\$ 491,330.00
4020 Real Estate Taxes Commercial	\$ -	\$ -
4100 Personal Property Taxes	\$ 47,435.00	\$ 47,440.00
4150 PPT Public Utilities	\$ 661,500.00	\$ 744,510.00
4310 Income Taxes	\$ 345,000.00	\$ 250,000.00
<b>Total 4000 Taxes</b>	<b>\$ 1,508,220.00</b>	<b>\$ 1,533,280.00</b>

4200 Fines, Licenses, Permits

4200 Fines, Licenses, Permits	\$ -	\$ 15,000.00
4220 Town Permits	\$ 2,500.00	\$ 2,500.00
4230 Business License	\$ 18,000.00	\$ 7,000.00
4240 Parking Meters	\$ 190,000.00	\$ 250,000.00
4250 Speed & Red Light Cameras	\$ 400,500.00	\$ 525,000.00
4260 Parking Fines/Penalties	\$ 60,000.00	\$ 55,000.00
4280 Pub/Edu/Govt Broadcasting	\$ 3,500.00	\$ 3,500.00
4290 Trader's Franchise Fees	\$ 13,000.00	\$ 13,000.00
<b>Total 4200 Fines, Licenses, Permits</b>	<b>\$ 687,500.00</b>	<b>\$ 871,000.00</b>

4300 Intergovernmental

4320 Highway User Fee	\$ 32,000.00	\$ 32,000.00
4330 State Police Aid	\$ 21,000.00	\$ 21,000.00
4340 Financial Corporation Tax	\$ 1,500.00	\$ 1,500.00
4350 Disposal Fee Rebate	\$ 1,500.00	\$ 1,500.00
<b>Total 4300 Intergovernmental</b>	<b>\$ 56,000.00</b>	<b>\$ 56,000.00</b>

4400 Miscellaneous Revenue

4400 Miscellaneous Revenue	\$ -	\$ 14,000.00
4420 Interest Earnings	\$ 7,500.00	\$ 15,000.00
4430 Town Hall Services - Misc Rev	\$ 3,000.00	\$ 4,000.00
4440 Transfer from Reserve	\$ 278,000.00	\$ 78,725.00 ARPA
4450 Special Events/Donations	\$ 8,000.00	\$ 10,000.00
<b>Total 4400 Miscellaneous Revenue</b>	<b>\$ 296,500.00</b>	<b>\$ 121,725.00</b>

4500 Grants

4520 State StreetScape	\$ 425,000.00	\$ 425,000.00
4530 FIP	\$ 50,000.00	\$ 50,000.00
4550 Federal ARPA	-	-
4560 DHMD Circuit Rider Grant	50,000.00	84,000.00
4570 MD Green 21	69,000.00	69,000.00

05 - 08 - 2024

DRAFT - FY 25

# DRAFT

**Town of Upper Marlboro**  
2025 Annual Budget

4580 MD DNR 22	\$ 132,000.00	\$ 132,000.00
4590 Bond Bill	\$ 155,000.00	\$ 155,000.00
4592 FY22 Bond Bill	\$ 275,000.00	\$ 275,000.00
4594 FY23 Bond Bill	\$ 150,000.00	\$ 150,000.00
4596 Misc Grants	\$ 20,000.00	\$ -
4600 County DPW&T Grant	\$ 75,000.00	\$ 75,000.00
4620 Open Space Grant	\$ 500,000.00	\$ -
Total 4600 County DPW&T Grant	\$ 575,000.00	\$ -
<b>Total 4500 Grants</b>	<b>\$ 1,901,000.00</b>	<b>\$ 1,415,000.00</b>
Total Revenue	\$ 4,449,220.00	\$ -
Total Income	\$ 4,449,220.00	\$ -
<b>Gross Profit</b>	<b>\$ 4,449,220.00</b>	<b>\$ 3,997,005.00</b>

Expenses

5000 General Government

5105 GG Commissioner Salaries	\$ 34,000.00	\$ 34,000.00
5107 GG Commission Expenses	\$ 6,000.00	\$ 12,000.00
5110 GG Salaries	\$ 337,780.00	\$ 274,000.00
5111 GG Salaries - Bonuses	\$ 3,000.00	\$ 2,800.00
5120 GG FICA	\$ 30,000.00	\$ 25,000.00
5130 GG Health/Life/Dental Benefits	\$ 37,000.00	\$ 45,000.00
5150 GG Pension Benefits	\$ 26,500.00	\$ 28,000.00
5300 GG Professional Services	\$ -	\$ -
5310 GG Accounting	\$ 28,000.00	\$ 40,000.00
5320 GG Audit	\$ 15,000.00	\$ 14,000.00
5330 GG Payroll Processing	\$ 5,000.00	\$ 4,000.00
5340 GG Town Attorney & Legal	\$ 50,000.00	\$ 40,000.00
5350 GG IT Support & Equipment	\$ 6,000.00	\$ 15,000.00
5360 GG Media Relations	\$ 3,000.00	\$ 10,000.00
5370 GG Government Relations	\$ 35,000.00	\$ 32,000.00
5380 GG Human Resources Services	\$ 12,000.00	\$ 15,000.00
5390 GG Planning Firm	\$ 30,000.00	\$ -
<b>Total 5300 GG Professional Services</b>	<b>\$ 184,000.00</b>	<b>\$ 590,800.00</b>

5400 GG Operating

5200 GG Insurance & Benefits	\$ 20,000.00	\$ 25,000.00
5410 GG Permit Charges	-	\$ -
5415 GG Merchant Services Fees	42,500.00	\$ 18,000.00
5435 GG Training	4,000.00	\$ 5,000.00

05-08 - 2024

DRAFT - FY 25

# DRAFT

**Town of Upper Marlboro**  
2025 Annual Budget

5440 GG Dues & Subscriptions	\$ 12,000.00	\$ 20,000.00
5445 GG Postage	\$ 3,000.00	\$ 2,000.00
5450 GG Printing	\$ 10,500.00	\$ 8,000.00
5455 GG General Supplies	\$ 13,500.00	\$ 10,000.00
5460 GG Office Equipment R&M	\$ -	\$ -
5465 GG Town Hall Office Phones	\$ 12,000.00	\$ 8,000.00
5470 GG Mobile Phones	\$ -	\$ 4,000.00
5475 GG Town Elections	\$ 2,500.00	\$ -
5480 GG Town Hall Utilities	\$ 8,500.00	\$ 8,500.00
5485 GG Town Hall Repair & Maintenance	\$ 38,000.00	\$ 18,000.00
5485.02 Parking Meter Maintenance	\$ -	\$ -
5490 GG Other	\$ 2,500.00	\$ 5,000.00
54XX CONTINGENCY - ALL DEPARTMENTS	\$ -	\$ 10,000.00
5495 GG Contributions	\$ 15,000.00	\$ 3,000.00
<b>Total 5400 GG Operating</b>	<b>\$ 184,000.00</b>	<b>\$ 144,500.00</b>

5900 GG Committee Expenses

5905 Events Committee	\$ 1,800.00	\$ 1,200.00
5910 CERT Team	\$ 900.00	\$ 900.00
5915 Historical Committee	\$ 900.00	\$ 900.00
5925 Green Team	\$ 1,800.00	\$ 900.00
5930 TOUM Event	\$ 2,700.00	\$ 5,500.00
5935 Trunk or Treat	\$ 2,700.00	\$ 2,000.00 Grant
5940 Marlboro Day	\$ 5,400.00	\$ 8,000.00 Grant
5945 Old Crain Hwy Centennial	\$ -	\$ -
5950 Happy Leaf Festival	\$ 1,800.00	\$ -
5955 Winter Holiday	\$ 2,700.00	\$ 2,000.00 Grant
Total 5900 GG Committee Expenses	\$ 20,700.00	\$ 21,400.00
<b>Total 5000 General Government</b>	<b>\$ 862,980.00</b>	<b>\$ 756,700.00</b>

6000 Public Safety

6000C Code Enforcement		
6100C Code Vehicle Maintenance	\$ 2,000.00	\$ 2,000.00
Code Uniforms	\$ -	\$ -
Code Supplies	\$ -	\$ -
6200C Code Parking Meter Maintenance	\$ 4,000.00	\$ 4,000.00
Total 6000C Code Enforcement	\$ 6,000.00	\$ -

6110 PS S...	\$ 39,943.00	\$ 300,000.00
6111 S Overtime	23,000.00	\$ 26,000.00
6112 S Bonus	8,000.00	\$ 6,000.00

# DRAFT - FY 25

# DRAFT

**Town of Upper Marlboro**  
2025 Annual Budget

6120 PS FICA	\$ 36,500.00	\$ 30,000.00
6130 PS Health Benefits	\$ 33,500.00	\$ 30,000.00
6150 PS Pension Benefits	\$ 27,000.00	\$ 30,000.00
6200 PS Uniforms	\$ 4,500.00	\$ 4,500.00
6210 PS Weapons & Duty Equipment	\$ 18,000.00	\$ 15,000.00
6220 PS Training & Memberships	\$ 1,500.00	\$ 10,000.00
6230 PS Pre Employment	\$ 3,500.00	\$ 3,500.00
6260 PS IT/MOBILE TECHNOLOGY	\$ 9,000.00	\$ 4,000.00
6270 PS Supplies	\$ 1,500.00	\$ 8,000.00
6300 PS Professional Services	\$ 19,000.00	\$ 19,000.00
6400 PS Occupancy	\$ 6,500.00	\$ 45,000.00
6500 PS General Supplies	\$ 3,500.00	\$ -
6700 PS Vehicle Repairs	\$ 15,000.00	\$ 15,000.00
6710 PS Vehicle Fuel	\$ 20,000.00	\$ 18,000.00
6720 PS Insurance	\$ 10,000.00	\$ 15,000.00
6850 PS Speed Camera Budget		
6851 PS Speed Camera Admin Fee - 4 Cameras	\$ 162,000.00	\$ 260,000.00
6852 PS Speed Camera Service Fees	\$ 25,000.00	\$ 5,000.00
6853 PS Speed Camera Salaries	\$ 71,687.00	\$ 85,000.00
6854 PS Speed Camera FICA and Benefits	\$ 11,100.00	\$ 20,000.00
6855 PS Speed Camera Occupancy	\$ 6,450.00	\$ 45,000.00
Speed Camera Professional Services	\$ -	\$ -
6856 PS Speed Camera Equipment & Supplies	\$ 9,700.00	\$ 2,000.00
6857 PS Speed Camera Overtime	\$ 3,000.00	\$ 3,000.00
6858 PS Speed Camera Uniforms	\$ 2,000.00	\$ 2,000.00
6859 PS Speed Camera Weapons & Duty Equipmnt	\$ 1,000.00	\$ 1,000.00
6860 PS Speed Camera Training & Membership	\$ 200.00	\$ 200.00
6861 PS Speed Camera Pre-Employment	\$ 1,500.00	\$ 1,500.00
6862 PS Speed Camera Mobile Technology	\$ 3,000.00	\$ 2,000.00
6863 PS Speed Camera Supplies	\$ 1,000.00	\$ 500.00
6864 PS Speed Camera Vehicle Repairs	\$ 2,000.00	\$ 500.00
6865 PS Speed Camera Vehicle Fuel	\$ 3,000.00	\$ 1,000.00
6866 PS Speed Camera Ubsyrabce	\$ 1,500.00	\$ 1,500.00
6867 PS Speed Camera FT23 Police Equipment-CIP Vehicle	\$ 15,000.00	\$ -
6868 PS Speed Camera FY24 Police Equipment-CIP Vehicle	\$ 12,500.00	\$ -
6869 PS Speed Camera FY23 Police Equipment-CIP VMS Board	\$ 6,000.00	\$ -
6870 PS Speed Camera Marlboro VFD Support	\$ 5,000.00	\$ -
Total 6850 PS Speed Camera Budget	\$ 512,637.00	\$ -
6900 PS G. CCP Police State Aid	\$ -	\$ -
<b>Total 6000 Public Safety</b>	<b>\$ 998,580.00</b>	<b>\$ 1,075,000.00</b>

# DRAFT - FY 25

# DRAFT

## Town of Upper Marlboro 2025 Annual Budget

7000 Public Works		
7110 PW Salaries	\$ 262,360.00	\$ 287,000.00
7111 PW Overtime	\$ 8,000.00	\$ 11,000.00
7112 PW Bonus	\$ 4,000.00	\$ 3,000.00
7120 PW FICA	\$ 22,100.00	\$ 22,000.00
7130 PW Health-Life-Dental	\$ 53,300.00	\$ 50,000.00
7150 PW Pension Benefits	\$ 17,400.00	\$ 28,000.00
7240 Public Works Operating		
7210 PW Waste Collection/Disposal Fees	\$ 4,700.00	\$ 5,000.00
7220 PW Waste Disposal/Contractor	\$ 57,000.00	\$ 67,000.00
7230 PW Recycling	\$ 10,000.00	\$ -
7250 PW Maint/Repairs/Beautification	\$ 18,000.00	\$ 18,000.00
7251 PW EVENTS	\$ 3,000.00	\$ 2,000.00
7260 PW Training & Memberships - Dues	\$ 3,800.00	\$ 5,000.00
7270 PW Other	\$ 3,000.00	\$ 2,000.00
7280 PW Streets Maintenance	\$ 6,000.00	\$ 10,000.00
7340 PW Vehicle Maintenance	\$ 15,000.00	\$ 15,000.00
7350 PW Utilities	\$ 4,000.00	\$ 3,000.00
7360 PW Mobile Phone	\$ 1,400.00	\$ 1,400.00
7370 PW Small Tools & Equipment	\$ 4,500.00	\$ 10,000.00
7372 PW Office Supplies	\$ 2,500.00	\$ 1,000.00
7374 PW Computer Software & Equipmnt	\$ 1,000.00	\$ 1,500.00
7380 PW Septic Tank	\$ -	\$ 2,000.00
7385 PW Uniforms	\$ 3,500.00	\$ 3,500.00
7390 PW Weather Related Expenses	\$ 4,500.00	\$ 4,000.00
7397 PW Vehicle Fuel	\$ 15,000.00	\$ 18,000.00
7400 PW Streetlight Electricity	\$ 24,000.00	\$ 28,000.00
7410 PW Insurance	\$ 10,800.00	\$ 19,000.00
7420 PW Mosquito Control	\$ 1,800.00	\$ 2,000.00
Total 7240 Public Works Operating	\$ 193,500.00	\$ 618,400.00
<b>Total 7000 Public Works</b>	<b>\$ 560,660.00</b>	<b>\$ 618,400.00</b>

8000 Grants & Awards		
8180 FIP	\$ 50,000.00	\$ 50,000.00
8500 Resident Assistance	\$ 15,000.00	\$ -
8600 StreetScape	\$ 525,000.00	\$ 500,000.00
8700 Community Playground	\$ 300,000.00	\$ 350,000.00
8710 Park Upgrades	\$ 305,000.00	\$ 425,000.00
8730 Misc Grants	\$ 20,000.00	\$ 84,000.00

# DRAFT - FY 25

# DRAFT

Town of Upper Marlboro  
2025 Annual Budget

8740 Open Space Grant	\$ 500,000.00	\$ -
Total 8000 Grants & Awards	\$ 1,915,000.00	\$ 1,415,000.00
9000 Capital Outlays		
9009 Road Improvements	\$ 25,000.00	\$ -
9010 PS Debt Service	\$ 32,500.00	\$ -
9020 PW Debt Service	\$ 31,500.00	\$ 43,805.00
9030 PW Capital Outlay	\$ 23,000.00	\$ 57,500.00
9050 Annexation	\$ -	\$ 30,000.00
<b>Total 9000 Capital Outlays</b>	<b>\$ 112,000.00</b>	<b>\$ 131,305.00</b>
<b>Total Expenses</b>	<b>\$ 4,449,220.00</b>	<b>\$ 3,997,005.00</b>

# 05- 08 - 2024

# DRAFT - FY 25

**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

ORDINANCE: 2024-02  
SESSION: Regular Town Meeting  
INTRODUCED: April 23, 2024  
DATE ENACTED: May 28, 2024  
EFFECTIVE DATE: June 17, 2024

**AN ORDINANCE OF THE COMMISSIONERS OF THE TOWN OF UPPER  
MARLBORO ADOPTING AND APPROVING AMENDMENTS TO THE FISCAL YEAR 2024  
BUDGET, AS ADOPTED IN ORDINANCE 2023-03**

**WHEREAS**, the Town of Upper Marlboro (the “Town”) is a municipal corporation of the State of Maryland expressly authorized by Maryland Code Annotated, Local Government (“LG”) Art., § 5-205(b)(1) to expend any municipal funds for any purpose deemed to be public and to affect the safety, health and general welfare of the municipality and its occupants; and

**WHEREAS**, pursuant to Md. Code Ann., LG Article, Section 5-205(b)(4), a municipality may spend money for a purpose different from the purpose for which the money was appropriated or spend money not appropriated at the time of the annual levy if approved by a two-thirds vote of all the individuals elected to the legislative body; and

**WHEREAS**, the Charter of the Town of Upper Marlboro (the “Town Charter”), Section 82-41 prescribes that the budget shall be adopted in the form of an ordinance, and that a favorable vote of at least a majority of the total elected membership of the Board shall be necessary for adoption; and

**WHEREAS**, the Town Charter, Section 82-11 mandates that except in cases of emergency, no ordinance shall be passed at the same meeting at which it is introduced and that at any regular or special meeting of the Board held not less than six nor more than sixty days after the meeting at which the ordinance was introduced, it shall be passed, or passed as amended, or rejected, or its consideration deferred to some specified future date; and

**WHEREAS**, said Section 82-11 further mandates that each ordinance shall be posted in the Town office, and each ordinance or a fair summary thereof, shall be published at least once, in a newspaper of general circulation in the Town; and

**WHEREAS**, the Town Charter, Section 82-42 prescribes that no public money may be expended without having been appropriated by the Board, and that from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein; and

**WHEREAS**, the Town Charter, Section 82-43 prescribes that any transfer of funds between major appropriations for different purposes by the President must be approved by the Board before becoming effective; and

**WHEREAS**, the Town Charter, Section 82-44 proscribes any expenditures or contracts to expend money or to incur any monetary liability in excess of the amounts appropriated for or transferred to a particular general classification of expenditure in the budget, and

**WHEREAS**, the Board of Town Commissioners has previously approved Ordinance No. 2023-03 on May 23, 2023 which in Section 4 thereof states that all budget amendments transferring monies between general classifications of expenditures or appropriations as reflected in the budget ordinance shall be submitted to the Board for approval, from time to time, by ordinance pursuant to Md. Code Ann., Art. 23A, §2(b), now codified as Md. Code Ann., LG Article, Section 5-205(b)(4); and

**WHEREAS**, the Board of Town Commissioners finds that it is necessary to amend Ordinance No. 2023-03 by allocating and appropriating funds for the following reason: To adjust revenue line items with more accurate estimates, and enhancing or decrease allocations between departments of expenditure line items, due to the elimination of certain staff positions; and

**WHEREAS**, the Board of Town Commissioners finds that it is necessary to amend Ordinance No. 2023-03 by reallocating Town funds and limiting expenditures in several Town Departments.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND, THAT:**

**Section 1.** The Fiscal Year 2024 Budget Ordinance 2023-03, as restated in the center column below, and as divided into the following indicated major anticipated revenue funds or having the estimated amounts at the time of the tax levy as indicated herein below, is hereby amended and readopted as indicated in the far-right column below as follows:

<u>REVENUE SOURCE</u>	<u>ADOPTED FY 24 BUDGET AMOUNT</u>	<u>AMENDED FY24 BUDGET AMOUNT</u>
Taxes	\$1,508,220.00	\$1,594,220.00
Fines, License and Permits	\$687,500.00	\$686,175.00
Intergovernmental	\$56,000.00	\$56,000.00
Miscellaneous Revenue	\$296,500.00	\$222,725.00
Grants	\$1,901,000.00	\$1,901,000.00
<b>Total Revenues:</b>	<b>\$4,449,220.00</b>	<b>\$4,460,120.00</b>



**Section 2.** The total of the anticipated revenues and any estimated fund balance available for expenditure during the fiscal year within each of the aforesaid categories of the FY 2024 Budget Ordinance 2023-03, as amended by this FY 2024 Amendatory Budget Ordinance 2024-02 shall equal or exceed the total of the proposed expenditures within the following general classification of expenditure or major appropriations having the amounts as indicated herein below, is hereby amended and readopted as indicated in the far-right column below as follows:

<u>EXPENDITURES</u>	<u>FY24 ADOPTED BUDGET AMOUNT</u>	<u>FY 24 AMENDED BUDGET AMOUNT</u>
General Government	\$862,980.00	\$812,880.00
Public Safety	\$998,580.00	\$998,580.00
Public Works	\$560,660.00	\$571,660.00
Transfer to CIP	\$2,027,000.00	\$2,077,000.00
<b>Total Expenditures:</b>	<b>\$4,449,220.00</b>	<b>\$4,460,120.00</b>

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that except for the revenue and expenditure amounts provided hereinabove in Sections 1 and 2 as amendments, the remaining provisions of the FY 2024 Budget Ordinance 2023-03 shall remain in full force and effect as if written word for word within this Ordinance and readopted herein.

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that the tax levy for Fiscal Year 2024 for the Town of Upper Marlboro and all other taxes, liens, and/or fees prescribed therein shall remain as previously approved and adopted in the FY 2024 Budget Ordinance 2023-03.

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that pursuant to the Town Charter this Ordinance shall be posted in the Town office and this FY 2024 amendatory Budget Ordinance 2024-02 or a fair summary thereof, shall be published once in a newspaper of general circulation in the Town.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**INTRODUCED** in a public session of the Board of Commissioners on this 23rd day of April, 2024:

**ORDAINED, APPROVED AND** finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

Attest:

THE BOARD OF COMMISSIONERS OF  
THE TOWN OF UPPER MARLBORO,  
MARYLAND

\_\_\_\_\_  
Sarah Franklin, President

\_\_\_\_\_  
Derrick Brooks, Commissioner

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

\_\_\_\_\_  
Karen Ruff, Esq., Town Attorney

Date: \_\_\_\_\_

# DRAFT

The Town of Upper Marlboro  
2024 Budget Adjustment

	Total			%	%	New Budget
	Actual	Budget	over Budget			
Income	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Revenue	\$ -	\$ -	\$ -		\$ -	\$ -
4000 Taxes	\$ -	\$ -	\$ -		\$ -	\$ -
4010 Real Estate Taxes Residential	\$ 460,728.00	\$ 454,285.00	\$ 6,443.00	101%	\$ 6,000.00	\$ 460,285.00
4020 Real Estate Taxes Commercial	\$ -	\$ -	\$ -		\$ -	\$ -
4100 Personal Property Taxes	\$ 14,098.91	\$ 47,435.00	\$ (33,336.09)	30%	\$ -	\$ 47,435.00
4122 PPT FY2022	\$ 35.00	\$ -	\$ 35.00		\$ -	\$ -
4150 PPT Public Utilities	\$ 745,512.72	\$ 661,500.00	\$ 84,012.72	113%	\$ 80,000.00	\$ 741,500.00
4310 Income Taxes	\$ 136,922.00	\$ 345,000.00	\$ (208,078.00)	40%	\$ -	\$ 345,000.00
<b>Total 4000 Taxes</b>	<b>\$ 1,357,296.63</b>	<b>\$ 1,508,220.00</b>	<b>\$ (150,923.37)</b>	<b>90%</b>	<b>\$ 86,000.00</b>	<b>\$ 1,594,220.00</b>
						\$ -
4200 Fines, Licenses, Permits	\$ -	\$ -	\$ -		\$ -	\$ -
4220 Town Permits	\$ -	\$ 2,500.00	\$ (2,500.00)	0%	\$ -	\$ 2,500.00
4230 Business License	\$ 5,130.09	\$ 18,000.00	\$ (12,869.91)	29%	\$ (10,000.00)	\$ 8,000.00
4240 Parking Meters	\$ 201,866.00	\$ 190,000.00	\$ 11,866.00	106%	\$ -	\$ 190,000.00
4250 Speed & Red Light Cameras	\$ 402,075.00	\$ 400,500.00	\$ 1,575.00	100%	\$ 15,000.00	\$ 415,500.00
4260 Parking Fines/Penalties	\$ 37,314.00	\$ 60,000.00	\$ (22,686.00)	62%	\$ -	\$ 60,000.00
4280 Pub/Edu/Govt Broadcasting	\$ 5,174.78	\$ 3,500.00	\$ 1,674.78	148%	\$ 1,675.00	\$ 5,175.00
4290 Trader's Franchise Fees	\$ 3,888.38	\$ 13,000.00	\$ (9,111.62)	30%	\$ (8,000.00)	\$ 5,000.00
<b>Total 4200 Fines, Licenses, Permits</b>	<b>\$ 655,448.25</b>	<b>\$ 687,500.00</b>	<b>\$ (32,051.75)</b>	<b>95%</b>	<b>\$ (1,325.00)</b>	<b>\$ 686,175.00</b>
						\$ -
4300 Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -
4320 Highway User Fee	\$ 25,529.00	\$ 32,000.00	\$ (6,471.00)	80%	\$ -	\$ 32,000.00
4330 State Police Aid	\$ 5,549.00	\$ 21,000.00	\$ (15,451.00)	26%	\$ -	\$ 21,000.00
4340 Financial Corporation Tax	\$ -	\$ 1,500.00	\$ (1,500.00)	0%	\$ -	\$ 1,500.00
4350 Disposal Fee Rebate	\$ -	\$ 1,500.00	\$ (1,500.00)	0%	\$ -	\$ 1,500.00
<b>Total 4300 Intergovernmental</b>	<b>\$ 31,078.00</b>	<b>\$ 56,000.00</b>	<b>\$ (24,922.00)</b>	<b>55%</b>	<b>\$ -</b>	<b>\$ 56,000.00</b>
						\$ -
4400 Miscellaneous Revenue	\$ -	\$ -	\$ -		\$ -	\$ -
4410 Miscellaneous	\$ 87.30	\$ -	\$ 87.30		\$ -	\$ -
4420 Interest Earnings	\$ 11,811.19	\$ 7,500.00	\$ 4,311.19	157%	\$ 3,000.00	\$ 10,500.00
4430 Town Hall Services - Misc Rev	\$ 4,606.63	\$ 3,000.00	\$ 1,606.63	154%	\$ -	\$ 3,000.00
4440 Transfer from Reserve	\$ -	\$ 278,000.00	\$ (278,000.00)	0%	\$ (76,775.00)	\$ 201,225.00
4450 Special Events/Donations	\$ 2,425.02	\$ 8,000.00	\$ (5,574.98)	30%	\$ -	\$ 8,000.00
<b>Total 4400 Miscellaneous Revenue</b>	<b>\$ 18,930.14</b>	<b>\$ 296,500.00</b>	<b>\$ (277,569.86)</b>	<b>6%</b>	<b>\$ (73,775.00)</b>	<b>\$ 222,725.00</b>
						\$ -
4500 Grants	\$ -	\$ -	\$ -		\$ -	\$ -
4520 State StreetScape	\$ -	\$ 425,000.00	\$ (425,000.00)	0%	\$ -	\$ 425,000.00
4530 FIP	\$ -	\$ 50,000.00	\$ (50,000.00)	0%	\$ -	\$ 50,000.00
4550 Federal- ARPA	\$ -	\$ -	\$ -		\$ -	\$ -
4560 DHCD Circuit Rider Grant	\$ 16,255.00	\$ 50,000.00	\$ (33,745.00)	33%	\$ -	\$ 50,000.00
4570 MD DNR 21	\$ -	\$ 69,000.00	\$ (69,000.00)	0%	\$ -	\$ 69,000.00
4580 MD DNR 22	\$ -	\$ 132,000.00	\$ (132,000.00)	0%	\$ -	\$ 132,000.00
4590 Bond Bill	\$ -	\$ 155,000.00	\$ (155,000.00)	0%	\$ -	\$ 155,000.00
4592 FY22 Bond Bill	\$ -	\$ 275,000.00	\$ (275,000.00)	0%	\$ -	\$ 275,000.00
4594 FY23 Bond Bill	\$ -	\$ 150,000.00	\$ (150,000.00)	0%	\$ -	\$ 150,000.00
4596 Misc Grants	\$ 16,661.00	\$ 20,000.00	\$ (3,339.00)	83%	\$ -	\$ 20,000.00
4600 County DPW&T Grant	\$ -	\$ 75,000.00	\$ (75,000.00)	0%	\$ -	\$ 75,000.00
4620 Open Space Grant	\$ -	\$ 500,000.00	\$ (500,000.00)	0%	\$ -	\$ 500,000.00
<b>Total 4600 County DPW&amp;T Grant</b>	<b>\$ -</b>	<b>\$ 575,000.00</b>	<b>\$ (575,000.00)</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ 575,000.00</b>
<b>Total 4500 Grants</b>	<b>\$ 32,916.00</b>	<b>\$ 1,901,000.00</b>	<b>\$ (1,868,084.00)</b>	<b>2%</b>	<b>\$ -</b>	<b>\$ 1,901,000.00</b>
						\$ -
Total Revenue	\$ 2,095,669.02	\$ 4,449,220.00	\$ (2,353,550.98)	47%	\$ -	\$ 4,449,220.00
Total Income	\$ 2,095,669.02	\$ 4,449,220.00	\$ (2,353,550.98)	47%	\$ -	\$ 4,449,220.00
<b>Gross Profit</b>	<b>\$ 2,095,669.02</b>	<b>\$ 4,449,220.00</b>	<b>\$ (2,353,550.98)</b>	<b>4%</b>	<b>\$ 1,900.00</b>	<b>\$ 4,460,120.00</b>

5-08-2024

DRAFT - FY 24

DRAFT

Expenses	\$	\$	\$	%	\$	\$
5000 General Government	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5105 GG Commissioner Salaries	\$ 21,750.00	\$ 34,000.00	\$ (12,250.00)	64%	\$ -	\$ 34,000.00
5107 GG Commission Expenses	\$ 23.00	\$ 6,000.00	\$ (5,977.00)	0%	\$ 6,300.00	\$ 12,300.00
5110 GG Salaries	\$ 163,358.00	\$ 337,780.00	\$ (174,422.00)	48%	\$ (113,600.00)	\$ 224,180.00
5111 GG Salaries - Bonuses	\$ -	\$ 3,000.00	\$ (3,000.00)	0%	\$ -	\$ 3,000.00
5120 GG FICA	\$ 14,057.00	\$ 30,000.00	\$ (15,943.00)	47%	\$ -	\$ 30,000.00
5130 GG Health/Life/Dental Benefits	\$ 61,656.00	\$ 37,000.00	\$ 24,656.00	167%	\$ -	\$ 37,000.00
5150 GG Pension Benefits	\$ 27,480.46	\$ 26,500.00	\$ 980.46	104%	\$ 4,000.00	\$ 30,500.00
5300 GG Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5310 GG Accounting	\$ 40,806.00	\$ 28,000.00	\$ 12,806.00	146%	\$ 7,000.00	\$ 35,000.00
5320 GG Audit	\$ -	\$ 15,000.00	\$ (15,000.00)	0%	\$ -	\$ 15,000.00
5330 GG Payroll Processing	\$ 4,113.00	\$ 5,000.00	\$ (887.00)	82%	\$ -	\$ 5,000.00
5340 GG Town Attorney & Legal	\$ 34,924.00	\$ 50,000.00	\$ (15,076.00)	70%	\$ 10,000.00	\$ 60,000.00
5350 GG IT Support & Equipment	\$ 14,418.02	\$ 6,000.00	\$ 8,418.02	240%	\$ 10,000.00	\$ 16,000.00
5360 GG Media Relations	\$ 1,000.00	\$ 3,000.00	\$ (2,000.00)	33%	\$ -	\$ 3,000.00
5370 GG Government Relations	\$ 27,300.00	\$ 35,000.00	\$ (7,700.00)	78%	\$ -	\$ 35,000.00
5380 GG Human Resources Services	\$ 36,900.00	\$ 12,000.00	\$ 24,900.00	308%	\$ 1,000.00	\$ 13,000.00
5390 GG Planning Firm	\$ 34,050.00	\$ 30,000.00	\$ 4,050.00	114%	\$ 8,000.00	\$ 38,000.00
<b>Total 5300 GG Professional Services</b>	<b>\$ 193,511.02</b>	<b>\$ 184,000.00</b>	<b>\$ 9,511.02</b>	<b>105%</b>	<b>\$ -</b>	<b>\$ 184,000.00</b>
5400 GG Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5200 GG Insurance & Benefits	\$ 24,143.74	\$ 20,000.00	\$ 4,143.74	121%	\$ 5,000.00	\$ 25,000.00
5410 GG Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5415 GG Merchant Services Fees	\$ 9,918.49	\$ 42,500.00	\$ (32,581.51)	23%	\$ -	\$ 42,500.00
5435 GG Training	\$ 1,595.35	\$ 4,000.00	\$ (2,404.65)	40%	\$ 1,000.00	\$ 5,000.00
5440 GG Dues & Subscriptions	\$ 16,959.00	\$ 12,000.00	\$ 4,959.00	141%	\$ 5,000.00	\$ 17,000.00
5445 GG Postage	\$ 1,266.32	\$ 3,000.00	\$ (1,733.68)	42%	\$ -	\$ 3,000.00
5450 GG Printing	\$ 6,290.00	\$ 10,500.00	\$ (4,210.00)	60%	\$ -	\$ 10,500.00
5455 GG General Supplies	\$ 8,568.00	\$ 13,500.00	\$ (4,932.00)	63%	\$ -	\$ 13,500.00
5460 GG Office Equipment R&M	\$ 573.00	\$ -	\$ 573.00	\$ -	\$ -	\$ -
5465 GG Town Hall Office Phones	\$ 6,608.00	\$ 12,000.00	\$ (5,392.00)	55%	\$ -	\$ 12,000.00
5470 GG Mobile Phones	\$ 2,571.00	\$ -	\$ 2,571.00	\$ -	\$ -	\$ -
5475 GG Town Elections	\$ 2,767.00	\$ 2,500.00	\$ 267.00	111%	\$ 300.00	\$ 2,800.00
5480 GG Town Hall Utilities	\$ 8,013.00	\$ 8,500.00	\$ (487.00)	94%	\$ -	\$ 8,500.00
5485 GG Town Hall Repair & Maintenance	\$ 23,268.77	\$ 38,000.00	\$ (14,731.23)	61%	\$ -	\$ 38,000.00
5490 GG Other	\$ 3,509.00	\$ 2,500.00	\$ 1,009.00	140%	\$ 1,000.00	\$ 3,500.00
5495 GG Contributions	\$ 91.14	\$ 15,000.00	\$ (14,908.86)	1%	\$ -	\$ 15,000.00
<b>Total 5400 GG Operating</b>	<b>\$ 116,141.81</b>	<b>\$ 184,000.00</b>	<b>\$ (67,858.19)</b>	<b>63%</b>	<b>\$ -</b>	<b>\$ 184,000.00</b>
5900 GG Committee Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5905 Events Committee	\$ 667.71	\$ 1,800.00	\$ (1,132.29)	37%	\$ -	\$ 1,800.00
5910 CERT Team	\$ 487.00	\$ 900.00	\$ (413.00)	54%	\$ -	\$ 900.00
5915 Historical Committee	\$ 1,188.00	\$ 900.00	\$ 288.00	132%	\$ 900.00	\$ 1,800.00
5925 Green Team	\$ -	\$ 1,800.00	\$ (1,800.00)	0%	\$ -	\$ 1,800.00
5930 TOUM Event	\$ 5,369.69	\$ 2,700.00	\$ 2,669.69	199%	\$ 4,000.00	\$ 6,700.00
5935 Trunk or Treat	\$ 848.15	\$ 2,700.00	\$ (1,851.85)	31%	\$ -	\$ 2,700.00
5940 Marlboro Day	\$ -	\$ 5,400.00	\$ (5,400.00)	0%	\$ -	\$ 5,400.00
5945 Old Crain Hwy Centennial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5950 Happy Leaf Festival	\$ -	\$ 1,800.00	\$ (1,800.00)	0%	\$ -	\$ 1,800.00
5955 Winter Holiday	\$ 1,630.03	\$ 2,700.00	\$ (1,069.97)	60%	\$ -	\$ 2,700.00
<b>Total 5900 GG Committee Expenses</b>	<b>\$ 10,190.58</b>	<b>\$ 20,700.00</b>	<b>\$ (10,509.42)</b>	<b>49%</b>	<b>\$ -</b>	<b>\$ 20,700.00</b>
<b>Total 5000 General Government</b>	<b>\$ 608,167.87</b>	<b>\$ 862,980.00</b>	<b>\$ (254,812.13)</b>	<b>70%</b>	<b>\$ (50,100.00)</b>	<b>\$ 812,880.00</b>
6000 Public Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6000C Code Enforcement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6100C Code Vehicle Maintenance	\$ -	\$ 2,000.00	\$ (2,000.00)	0%	\$ -	\$ 2,000.00
6200C Code Parking Meter Maintenance	\$ 3,955.09	\$ 4,000.00	\$ (44.91)	99%	\$ -	\$ 4,000.00
Total 6000C Code Enforcement	\$ 3,955.09	\$ 6,000.00	\$ (2,044.91)	66%	\$ -	\$ 6,000.00
6110 PS Salaries	\$ 370,224.04	\$ 409,942.00	\$ (139,708.96)	66%	\$ (14,000.00)	\$ 395,943.00
6111 PS Overtime	\$ 1,530.68	\$ 23,000.00	\$ (21,469.32)	7%	\$ -	\$ 23,000.00
6112 PS Bonus	\$ -	\$ 8,000.00	\$ (8,000.00)	0%	\$ -	\$ 8,000.00

5-08-2024

DRAFT - FY 24

DRAFT

5-08-2024

DRAFT - FY 24

6120 PS FICA	\$ 22,772.11	\$ 36,500.00	\$ (13,727.89)	62%	\$ -	\$ 36,500.00
6130 PS Health Benefits	\$ 20,639.29	\$ 33,500.00	\$ (12,860.71)	62%	\$ -	\$ 33,500.00
6150 PS Pension Benefits	\$ 27,480.45	\$ 27,000.00	\$ 480.45	102%	\$ -	\$ 27,000.00
6200 PS Uniforms	\$ 937.39	\$ 4,500.00	\$ (3,562.61)	21%	\$ -	\$ 4,500.00
6210 PS Weapons & Duty Equipment	\$ 10,317.06	\$ 18,000.00	\$ (7,682.94)	57%	\$ -	\$ 18,000.00
6220 PS Training & Memberships	\$ 2,168.85	\$ 1,500.00	\$ 668.85	145%	\$ 4,000.00	\$ 5,500.00
6230 PS Pre Employment	\$ 800.00	\$ 3,500.00	\$ (2,700.00)	23%	\$ -	\$ 3,500.00
6260 PS Mobile Phone	\$ 2,556.86	\$ 9,000.00	\$ (6,443.14)	28%	\$ -	\$ 9,000.00
6270 PS Supplies	\$ 5,632.63	\$ 1,500.00	\$ 4,132.63	376%	\$ 4,000.00	\$ 5,500.00
6300 PS Professional Services	\$ -	\$ 19,000.00	\$ (19,000.00)	0%	\$ -	\$ 19,000.00
6400 PS Occupancy	\$ 105.00	\$ 6,500.00	\$ (6,395.00)	2%	\$ -	\$ 6,500.00
6500 PS General Supplies	\$ 2,013.85	\$ 3,500.00	\$ (1,486.15)	58%	\$ -	\$ 3,500.00
6700 PS Vehicle Repairs	\$ 6,216.66	\$ 15,000.00	\$ (8,783.34)	41%	\$ -	\$ 15,000.00
6710 PS Vehicle Fuel	\$ 9,353.07	\$ 20,000.00	\$ (10,646.93)	47%	\$ -	\$ 20,000.00
6720 PS Insurance	\$ 17,012.84	\$ 10,000.00	\$ 7,012.84	170%	\$ 6,000.00	\$ 16,000.00
6850 PS Speed Camera Budget	\$ -	\$ -	\$ -		\$ -	\$ -
6851 PS Speed Camera Admin Fee - 4 Cameras	\$ 146,276.74	\$ 162,000.00	\$ (15,723.26)	90%	\$ -	\$ 162,000.00
6852 PS Speed Camera Service Fees	\$ 3,372.23	\$ 25,000.00	\$ (21,627.77)	13%	\$ -	\$ 25,000.00
6853 PS Speed Camera Salaries	\$ -	\$ 71,687.00	\$ (71,687.00)	0%	\$ -	\$ 71,687.00
6854 PS Speed Camera FICA	\$ -	\$ 11,100.00	\$ (11,100.00)	0%	\$ -	\$ 11,100.00
6855 PS Speed Camera Occupancy	\$ -	\$ 6,450.00	\$ (6,450.00)	0%	\$ -	\$ 6,450.00
6856 PS Speed Camera General Supplies	\$ 350.88	\$ 9,700.00	\$ (9,349.12)	4%	\$ -	\$ 9,700.00
6857 PS Speed Camera Overtime	\$ -	\$ 3,000.00	\$ (3,000.00)	0%	\$ -	\$ 3,000.00
6858 PS Speed Camera Uniforms	\$ -	\$ 2,000.00	\$ (2,000.00)	0%	\$ -	\$ 2,000.00
6859 PS Speed Camera Weapons & Duty Equipmnt	\$ -	\$ 1,000.00	\$ (1,000.00)	0%	\$ -	\$ 1,000.00
6860 PS Speed Camera Training & Membership	\$ -	\$ 200.00	\$ (200.00)	0%	\$ -	\$ 200.00
6861 PS Speed Camera Pre-Employment	\$ -	\$ 1,500.00	\$ (1,500.00)	0%	\$ -	\$ 1,500.00
6862 PS Speed Camera Mobile Technology	\$ -	\$ 3,000.00	\$ (3,000.00)	0%	\$ -	\$ 3,000.00
6863 PS Speed Camera Supplies	\$ 146.93	\$ 1,000.00	\$ (853.07)	15%	\$ -	\$ 1,000.00
6864 PS Speed Camera Vehicle Repairs	\$ -	\$ 2,000.00	\$ (2,000.00)	0%	\$ -	\$ 2,000.00
6865 PS Speed Camera Vehicle Fuel	\$ -	\$ 3,000.00	\$ (3,000.00)	0%	\$ -	\$ 3,000.00
6866 PS Speed Camera Ubsyrabce	\$ -	\$ 1,500.00	\$ (1,500.00)	0%	\$ -	\$ 1,500.00
6867 PS Speed Camera FT23 Police Equipment-CIP Vehicle	\$ 3,032.80	\$ 15,000.00	\$ (11,967.20)	20%	\$ -	\$ 15,000.00
6868 PS Speed Camera FY24 Police Equipment-CIP Vehicle	\$ 23,663.61	\$ 12,500.00	\$ 11,163.61	189%	\$ -	\$ 12,500.00
6869 PS Speed Camera FY23 Police Equipment-CIP VMS Board	\$ 3,390.43	\$ 6,000.00	\$ (2,609.57)	57%	\$ -	\$ 6,000.00
6870 PS Speed Camera Marlboro VFD Support	\$ -	\$ 5,000.00	\$ (5,000.00)	0%	\$ -	\$ 5,000.00
Total 6850 PS Speed Camera Budget	\$ 180,233.62	\$ 342,637.00	\$ (162,403.38)	53%	\$ -	\$ 342,637.00
6900 PS GOCCP Police State Aid	\$ -	\$ -	\$ -		\$ -	\$ -
<b>Total 6000 Public Safety</b>	<b>\$ 599,959.49</b>	<b>\$ 998,580.00</b>	<b>\$ (398,620.51)</b>	<b>60%</b>	<b>\$ -</b>	<b>\$ 998,580.00</b>
7000 Public Works	\$ -	\$ -	\$ -		\$ -	\$ -
7110 PW Salaries	\$ 194,089.42	\$ 262,360.00	\$ (68,270.58)	74%	\$ (22,000.00)	\$ 240,360.00
7111 PW Overtime	\$ 8,228.10	\$ 8,000.00	\$ 228.10	103%	\$ 2,000.00	\$ 10,000.00
7112 PW Bonus	\$ -	\$ 4,000.00	\$ (4,000.00)	0%	\$ -	\$ 4,000.00
7120 PW FICA	\$ 16,261.50	\$ 22,100.00	\$ (5,838.50)	74%	\$ -	\$ 22,100.00
7130 PW Health-Life-Dental	\$ 23,149.81	\$ 53,300.00	\$ (30,150.19)	43%	\$ -	\$ 53,300.00
7150 PW Pension Benefits	\$ 27,480.20	\$ 17,400.00	\$ 10,080.20	158%	\$ 12,000.00	\$ 29,400.00
7240 Public Works Operating	\$ -	\$ -	\$ -		\$ -	\$ -
7210 PW Waste Collection/Disposal Fees	\$ 3,061.40	\$ 4,700.00	\$ (1,638.60)	65%	\$ -	\$ 4,700.00
7220 PW Waste Disposal/Contractor	\$ 42,228.00	\$ 57,000.00	\$ (14,772.00)	74%	\$ -	\$ 57,000.00
7230 PW Recycling	\$ -	\$ 10,000.00	\$ (10,000.00)	0%	\$ -	\$ 10,000.00
7250 PW Maint/Repairs/Beautification	\$ 8,957.70	\$ 18,000.00	\$ (9,042.30)	50%	\$ 10,000.00	\$ 28,000.00
7251 PW Christmas Decor	\$ 910.77	\$ 3,000.00	\$ (2,089.23)	30%	\$ (1,000.00)	\$ 2,000.00
7260 PW Training & Memberships - Dues	\$ 134.80	\$ 3,800.00	\$ (3,665.20)	4%	\$ -	\$ 3,800.00
7270 PW Other	\$ 273.67	\$ 3,000.00	\$ (2,726.33)	9%	\$ (1,000.00)	\$ 2,000.00
7280 PW Streets Maintenance	\$ 1,183.88	\$ 6,000.00	\$ (4,816.12)	20%	\$ -	\$ 6,000.00
7340 PW Vehicle Maintenance	\$ 5,602.90	\$ 15,000.00	\$ (9,397.10)	37%	\$ -	\$ 15,000.00
7350 PW Utilities	\$ 1,158.67	\$ 4,000.00	\$ (2,841.33)	29%	\$ -	\$ 4,000.00
7360 PW Mobile Phone	\$ 1,199.93	\$ 1,400.00	\$ (200.07)	86%	\$ -	\$ 1,400.00
7370 PW Small Tools & Equipment	\$ 4,791.59	\$ 4,500.00	\$ 291.59	106%	\$ -	\$ 4,500.00
7372 PW Office Supplies	\$ 590.26	\$ 2,500.00	\$ (1,909.74)	24%	\$ (1,000.00)	\$ 1,500.00
7374 PW Computer Software & Equipmnt	\$ -	\$ 1,000.00	\$ (1,000.00)	0%	\$ -	\$ 1,000.00
7380 PW Septic Tank	\$ 1,378.42	\$ 1,378.42	\$ -		\$ -	\$ 2,000.00

DRAFT

7385 PW Uniforms	\$ 1,519.20	\$ 3,500.00	\$ (1,980.80)	43%	\$ -	\$ 3,500.00
7390 PW Weather Related Expenses	\$ 1,100.00	\$ 4,500.00	\$ (3,400.00)	24%	\$ -	\$ 4,500.00
7397 PW Vehicle Fuel	\$ 8,953.21	\$ 15,000.00	\$ (6,046.79)	60%	\$ -	\$ 15,000.00
7400 PW Streetlight Electricity	\$ 18,794.72	\$ 24,000.00	\$ (5,205.28)	78%	\$ -	\$ 24,000.00
7410 PW Insurance	\$ 18,705.82	\$ 10,800.00	\$ 7,905.82	173%	\$ 10,000.00	\$ 20,800.00
7420 PW Mosquito Control	\$ 1,698.13	\$ 1,800.00	\$ (101.87)	94%	\$ -	\$ 1,800.00
Total 7240 Public Works Operating	\$ 122,243.07	\$ 193,500.00	\$ (71,256.93)	63%	\$ -	\$ 193,500.00
<b>Total 7000 Public Works</b>	<b>\$ 391,452.10</b>	<b>\$ 560,660.00</b>	<b>\$ (169,207.90)</b>	<b>70%</b>	<b>\$ 11,000.00</b>	<b>\$ 571,660.00</b>
						\$ -
8000 Grants & Awards	\$ -	\$ -	\$ -		\$ -	\$ -
8180 FIP	\$ -	\$ 50,000.00	\$ (50,000.00)	0%	\$ -	\$ 50,000.00
8500 Resident Assistance	\$ -	\$ 15,000.00	\$ (15,000.00)	0%	\$ -	\$ 15,000.00
8600 StreetScape	\$ 48,269.38	\$ 525,000.00	\$ (476,730.62)	9%	\$ -	\$ 525,000.00
8700 Community Playground	\$ -	\$ 500,000.00	\$ (500,000.00)	0%	\$ -	\$ 500,000.00
Circuit Rider	\$ -	\$ -	\$ -	0%	\$ 50,000.00	\$ 50,000.00
8710 Park Upgrades	\$ -	\$ 305,000.00	\$ (305,000.00)	0%	\$ -	\$ 305,000.00
8730 Misc Grants	\$ 10,617.26	\$ 20,000.00	\$ (9,382.74)	53%	\$ -	\$ 20,000.00
8740 Open Space Grant	\$ 522,663.75	\$ 500,000.00	\$ 22,663.75	105%	\$ -	\$ 500,000.00
Total 8000 Grants & Awards	\$ 581,550.39	\$ 1,915,000.00	\$ (1,333,449.61)	30%	\$ 50,000.00	\$ 1,965,000.00
9000 Capital Outlays	\$ -	\$ -	\$ -		\$ -	\$ -
9009 Road Improvements	\$ -	\$ 25,000.00	\$ (25,000.00)	0%	\$ -	\$ 25,000.00
9010 PS Debt Service	\$ 16,262.45	\$ 32,500.00	\$ (16,237.55)	50%	\$ -	\$ 32,500.00
9020 PW Debt Service	\$ 27,052.50	\$ 31,500.00	\$ (4,447.50)	86%	\$ -	\$ 31,500.00
9030 PW Capital Outlay	\$ 22,900.00	\$ 23,000.00	\$ (100.00)	100%	\$ -	\$ 23,000.00
9050 Annexation	\$ 1,844.39	\$ -	\$ 1,844.39		\$ -	\$ -
<b>Total 9000 Capital Outlays</b>	<b>\$ 68,059.34</b>	<b>\$ 112,000.00</b>	<b>\$ (43,940.66)</b>	<b>61%</b>	<b>\$ -</b>	<b>\$ 112,000.00</b>
Uncategorized Expense	\$ 516.65	\$ -	\$ 516.65		\$ -	\$ -
<b>Total Expenses</b>	<b>\$ 2,249,705.84</b>	<b>\$ 4,449,220.00</b>	<b>\$ (2,199,514.16)</b>	<b>51%</b>	<b>\$ 10,900.00</b>	<b>\$ 4,460,120.00</b>
<b>Net Operating Income</b>	<b>\$ (154,036.82)</b>	<b>\$ -</b>	<b>\$ (154,036.82)</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Net Income</b>	<b>\$ (154,036.82)</b>	<b>\$ -</b>	<b>\$ (154,036.82)</b>		<b>\$ -</b>	<b>\$ -</b>

5-08-2024

DRAFT - FY 24

**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

ORDINANCE: 2024-03  
SESSION: Regular Town Meeting  
INTRODUCED: April 23, 2024  
DATE ENACTED: May 28, 2024  
EFFECTIVE DATE: June 17, 2024

**AN ORDINANCE TO AMEND ORDINANCE 2023-04 TO RE-ESTABLISH AND CHANGE CERTAIN ASPECTS OF A PERSONNEL SYSTEM WITH CERTAIN GUIDELINES, PAYGRADES, SALARIES, STANDARDS, AND PROCEDURES FOR THE EMPLOYEES OF THE TOWN OF UPPER MARLBORO.**

**WHEREAS**, Section 82–59 of the Town Charter (authority to employ personnel) states that the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by this Charter or state law and to operate the Town government; and

**WHEREAS**, Section 82–60 of the Town Charter (Compensation of employees) states that the compensation of all officers and employees of the Town shall be set from time to time by an ordinance; and

**WHEREAS**, Section 82-15 of the Town Charter states the President, with the approval of the Board, shall appoint the heads of all offices, departments, and agencies of the Town government as established by this Charter or by ordinance, and all office, department, and agency heads shall serve at the pleasure of the President, and all subordinate officers and employees of the offices, departments, and agencies of the town government shall be appointed and removed by the President, in accordance with rules and regulations in any merit system which may be adopted by the Board; and

**WHEREAS**, the Board previously established a personnel system with certain guidelines, paygrades, salaries, standards, and procedures for the employees of the Town of Upper Marlboro; and

**WHEREAS**, the Board desires to re-establish and amend the personnel system as stated herein..

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, STATE OF MARYLAND, DOES ORDAIN AND ENACT AS FOLLOWS:

**Section 1. Declaration of Policy**

- CAPITALS : Indicate matter to be added to existing law
- [Brackets] : Indicate matter to be deleted from existing law
- Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

- A. This personnel or merit system is established for all present and future employees of the Town, and shall provide the means to recruit, select, develop, advance, and maintain an effective and responsive workforce on the basis of relative ability, knowledge requirements of the citizens of the Town.
- B. All personnel actions shall be taken without regard to race, sex, religion, national origin, or political affiliation and shall be based on merit and performance.

**Section 2. Scope and Intent**

- A. The classifications, definitions, policies, and procedures outlined in this ordinance apply to all regular Town staff positions. Regular Town staff positions include all Town positions, including, offices, except the following: elected officials, the Board of Supervisors of Elections, volunteers (including committee members), independent contractors, persons employed on projects of limited duration, unpaid volunteers (including interns and Town committee members), and other persons appointed to serve without pay.
- B. All employees who have served less than three (3) months, and all new employees of the Town except sworn police officers, will serve a probationary period of three (3) months. Police employees will serve a probationary period of one (1) year. The probationary period may be extended for cause as defined in the employee handbook by the Town. Police officers’ probationary periods are prescribed by general order.
- C. This Ordinance shall be read in conjunction with any employee handbook as duly approved by the Board, and this Ordinance shall control or supersede any conflicting provision in said handbook.
- D. Nothing in this Ordinance shall be deemed to modify or alter the Town’s at-will employment relationship with any employee, with the exception of an employment contract approved by the Board of Commissioners. This subsection shall not apply to any valid employment contracts approved prior to the effective date of Ordinance 2020-03.
- E. No change to the Town handbook shall reduce the vacation accruals of any current employee.

**Section 3. Regular Town Staff Positions**

The annual operating budget shall fund the paid appointed offices and positions and authorize the staffing levels of all departments and positions. No other regular Town staff positions or appointed offices may be included or authorized in the annual operating budget unless approved within the budget ordinance or an amendment. In addition to the Town Charter and any previously enacted ordinances in effect, the supervisory positions and named departments or heads thereof enumerated below are considered to be created and duly authorized by law or otherwise ratified by this Ordinance as existing in conformance with Subsection 82-15(b) of the Town Charter. The

**CAPITALS** : Indicate matter to be added to existing law  
 [Brackets] : Indicate matter to be deleted from existing law  
 Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.



paygrades referenced in this Section are further described in Section 7, below, and enumeration of the position as “supervisory” means that the position or office manages one or more other employees.

- A. Positions within the Town General Government Department:
  - Town administrator, *supervisory* (paygrade 7)
  - Town clerk, (paygrade 5)
  - Administrative Assistant *deputy clerk & bookkeeper* (paygrade 2)
  - Events coordinator (paygrade 3)
  - Special Assistant (paygrade 1)
  - Grant manager (Contracted/agreement)

- B. Positions within the Town’s Public Safety Department:  
Please refer to annual budget Ordinance for the pay chart and positions.

- C. Positions within the Town’s Public Works Department:
  - Director of Public Works, *Supervisory* (paygrade 7)
  - Forman, *Supervisory* (paygrade 5)
  - Crew leader (paygrade 2)
  - Crewmembers (paygrade 1)

**Section 4. Hiring and Dismissal of Town Employees**

- A. **Positions Requiring Board Approval:** Hiring for any regular Town staff position that entails the head of any office, department, or agency of the Town government as established by the Charter or by ordinance requires approval by a majority vote of the Board of Commissioners, as required by the Charter. The appropriate department head with the consent of the president shall give the Board notice of the hiring of any non-regular position as listed in Section 2.A at least one week prior to the start date of the non-regular employee. If hiring for a position for which there is no board-approved position description the entire board must approve the position description before the position can be advertised.

- B. **The process for hiring regular Town staff positions that does not include the head of any office, department, or agency of the Town government is as follows:**

- (1) Any opening for a regular Town Staff position should be advertised for at least thirty (30) days on a publicly accessible job-posting website, the Town website, and all Town social media sites. The position advertisement must include, at a minimum, the education and experience requirements for the position, the major responsibilities for the position as outlined in the Position Description, the salary range for the position, required documents to be submitted for an application, and the closing date for applications. All applications must be reviewed and ranked by at least the applicable department head and one

**CAPITALS** : Indicate matter to be added to existing law  
**[Brackets]** : Indicate matter to be deleted from existing law  
**Asterisks \* \* \*** : Indicate that text is retained from existing law but omitted herein.

Commissioner (or at least a Commissioner and the President in the case of a department-head position). Any commissioner expressing a desire to review and rank applications will notify the President and Town Administrator. Any commissioner notifying the President and Town Administrator that they wish to be part of this hiring process shall be incorporated into the process provided that the MD. Open Meetings Act is followed when required by law. Rankings shall be made without regard to race, sex, religion, national origin, or political affiliation.

- (2) If no applications meet the minimum education and experience requirements for the position, the position must be re-advertised for at least fourteen (14) days. If three or more applicants meet the education and experience requirements for the position, then at least the top three qualified applicants must be interviewed within thirty (30) days of the closing of the position advertisement unless a candidate withdraws their application. If less than three (3) applicants meet the education and experience requirements, then all qualified applicants should be interviewed. Interviews must be conducted by at least one Commissioner and the cognizant department head. Any commissioner desiring to be present for interviews shall notify the President and Town Administrator. Any commissioner that has notified the President OR Town Administrator shall be included in the interview process TO the extent that they make themselves readily available provided that the MD. Open Meetings Act is followed when required by law.
- (3) After conducting interviews, the interviewers must select an interviewee within 30 days of the last interview or restart the recruitment process. Once the individual selected has been notified of selection and accepted the position, the Town Administrator will oversee the verification of any educational or other certifications by the Town’s Human Resources Firm. The Town Administrator must also ensure that all selected candidates undergo appropriate criminal background checks and drug screening procedures prior to starting employment.
- (4) All efforts will be made to ensure the hiring process is non-discriminatory on the basis of race, sex, religion, national origin, or political affiliation. Outside hiring assistance may be required to ensure current best practices in non-discriminatory hiring practices are followed.

**Section 5. Political Activitie**

- A. No regular Town staff employee shall hold an elected office or more than more than one (1) appointed office; however, nothing herein shall prevent an officer from holding an *ex officio* office or position. This section shall be further governed by the Maryland Anti-Hatch Act as codified in section 1-303 *et seq.* of the LG Art. of the MD. Ann. Code, and where applicable by the federal Hatch Act codified in 5 U.S.C. §§ 7321–7326.
- B. No official or employee of the Town shall solicit any contributions or service for any political

**CAPITALS** : Indicate matter to be added to existing law  
 [Brackets] : Indicate matter to be deleted from existing law  
 Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

purpose from any Town employee.

- C. Nothing herein contained shall affect the right of any employee to hold membership in the support of a political party, to vote as they choose, to express themselves publicly or privately on all political subjects and candidates, to maintain political neutrality, and to actively participate in political meetings. Such activities must be engaged in as a private citizen and on the employee's own time.

**Section 6. Unlawful Acts**

- A. No person shall make any false statements with regard to any test, certification, or appointment made under any provisions of this Ordinance, or in any manner commit or attempt to commit any fraud preventing the impartial execution of this Ordinance and policies.
- B. No person shall, directly or indirectly, give, render, pay, offer, solicit, or accept any money, service, or other valuable consideration for any appointment or employment under this Ordinance, or furnish to any person any special privileged information for the purpose of affecting the rights or prospects of any person with respect to employment with the Town.

**Section 7. Compensation.**

- A. The Board of Commissioners shall set the compensation of all regular Town staff positions by including a pay chart with the annual budget ordinance enacted in conjunction with the annual operating budget, in accordance with this Section. The pay chart will include paygrades, with steps in each paygrade. They shall be established by adding the COLA to the base every year. Notwithstanding this COLA increase, every two years the paygrade of each employee classification shall be reviewed in comparison to industry standards including consideration of mean, median, and mode for the geographic area and size of the municipality. Each step shall be established as 3% more than the step before it. Therefore step 1 shall be the base salary for the paygrade, step 2 shall be the base salary for that paygrade plus 3% more, CONTINUING THROUGH ALL STEPS ON THE PAY CHART. ~~to step 10.~~
- B. The annual base pay (Step 1) for each Fiscal Year shall be presented in a pay chart and included in that Fiscal Year's Budget Ordinance.
- C. Each fiscal year, the pay chart will be updated and included in the annual budget ordinance, beginning in Fiscal Year 2022, to include a cost-of-living adjustment (COLA) for all paygrades and steps. The Town COLA for each fiscal year will be equal to the total pay increase received at the beginning of the same calendar year by United States Government General-Schedule (GS) civilian employees in the Washington-Baltimore-Arlington-DC-MD-VA-WV-PA Locality Pay Area. If said GS total pay increase is less than 1%, the Town COLA will be 1% for that fiscal year. If said GS total pay increase exceeds 3%, the Town COLA will be 3% for that fiscal year.

**CAPITALS** : Indicate matter to be added to existing law  
 [Brackets] : Indicate matter to be deleted from existing law  
 Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

- (1) Part-time employees will be paid by the hour, at an hourly rate (equal to 1/2080 of the annual rate), as a full-time employee with the same position. Part-time employees will have the same minimum and maximum salaries, eligibility for step and paygrade increases, and annual pay increases as their full-time counterparts for computing their hourly rate.
- (2) Employee pay will increase by one step after completing a period of satisfactory service (in a particular paygrade and step) with the Town as follows: Increasing one step after one year of satisfactory service in steps 1 through 3, increasing one step after two years of satisfactory service in steps 4 through 6, and increasing one step after 3 years of satisfactory service in steps 7 through 9. Thus, an employee would take 18 total years to move from step 1 to step 10 within a paygrade.
- (3) Town employees shall receive compensation only as outlined in this Section, and any other financial compensation including a pay increase, bonus, or incentive pay must be approved by a majority of the Board of Commissioners as appropriated in the annual budget ordinance and approved by the detailed budget document.
- (4) Upon the approval of the Town's annual budget ordinance, each employee shall be issued a letter signed by the department head stating the employee's annual salary, paygrade, step, and COLA increase for the upcoming fiscal year. A copy of this letter shall also be placed in the employee's personnel file. Employees will also receive such a letter when they receive a paygrade or step increase.
- (5) When a new employee is hired, they should be hired at step 1 of their paygrade. If the employee is experienced, human resources, under the direction of the Town Administrator, can authorize the employee to be brought on up to step 4 in their paygrade depending on qualifications and/or experience. Board approval is required before bringing an employee on at step 4 or above.

**Section 8. Penalties**

Violation of any provision of this Ordinance may result in disciplinary action on the part of the Board of Commissioners up to and including dismissal.

**Section 9. Town Employee Handbook**

The Board of Commissioners shall set further personnel policies and procedures through approval of the Town Employee Handbook. The handbook shall be reviewed annually and updated at least every three (3) years by Resolution.

**Section 10. Position Descriptions and Organization Chart**

- CAPITALS : Indicate matter to be added to existing law
- [Brackets] : Indicate matter to be deleted from existing law
- Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

The Board of Commissioners shall set, by Ordinance or written resolution, position descriptions for all regular town staff that include major duties, minimum education and experience requirements, and minimum, and maximum pay in accordance with the pay chart DESCRIBED in Section 7, as well as the organizational chain(s) of reporting and responsibilities, including supervisory and/or oversight responsibilities, for each position by separate Ordinance or written resolution adopted from time to time.

**Section 11. Severability**

Should any part of this Ordinance be held invalid, all remaining parts shall remain in effect.

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that pursuant to the Town Charter, this Ordinance shall be posted in the Town office and a fair summary of it shall be published once in a newspaper of general circulation in the Town and effective 20 days after passage by the Board.

AYES: \_\_\_\_\_ NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**INTRODUCED** in a public session of the Board of Commissioners on this 23rd day of April, 2024.

**ORDAINED, APPROVED, AND** finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by:

Attest:

THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO, MARYLAND

\_\_\_\_\_  
John Hoatson, Town Clerk

\_\_\_\_\_  
Sarah Franklin, President

\_\_\_\_\_  
Derrick Brooks, Commissioner

\_\_\_\_\_  
Charles Colbert, Commissioner

\_\_\_\_\_  
Karen Lott, Commissioner

- CAPITALS : Indicate matter to be added to existing law
- [Brackets] : Indicate matter to be deleted from existing law
- Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

\_\_\_\_\_  
Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

\_\_\_\_\_  
Karen Ruff, Esq., Town Attorney

Date: \_\_\_\_\_

DRAFT

- CAPITALS** : Indicate matter to be added to existing law
- [Brackets]** : Indicate matter to be deleted from existing law
- Asterisks \* \* \*** : Indicate that text is retained from existing law but omitted herein.



## Town of Upper Marlboro Leave Donation Policy:

**Policy:** It is the policy of the Town of Upper Marlboro to offer full-time employees the option of donating leave to other full-time employees who are in need of leave due to medical or emergency reasons.

**Purpose:** To accommodate employees in need of time away from work for medical or emergency reasons who have exhausted all available paid leave.

**Policy:**

1. Only full-time employees who have a medical issue or an emergency can be the recipient of the leave donation. The medical issue or emergency must be that of the employee, not another person.
2. Employees who have cashed out vacation within the twelve months prior to the date of the medical issue or emergency situation are not eligible to receive donations.
3. An employee who receives a leave donation cannot be paid out for the amount of leave donated.
4. Verification of the need for leave, such as a doctor's certification or certification of emergency circumstances, is required.
5. All donations will be taken from the donor's paid personal leave balance.
6. In all cases, the recipient must have exhausted all available paid leave, or other paid leave benefits and must be in a non-paid status to receive a leave donation. In addition, the recipient must plan to return to work.
7. The recipient must have been employed by the Town of Upper Marlboro for a minimum of 90 days and not be on probationary status.
8. All leave donations are done on a voluntary basis **only**. No one is to be coerced or harassed into donating leave.
9. All leave donations must be submitted to the Town Administrator.
10. Once the leave has been donated, the leave will be transferred from the donor to the recipient and used in the next pay period.

11. Leave donations are transferred on an hour for hour basis, regardless of the donor's and recipient's hourly rate or salary.

12. Only full-time employees with greater than 80 hours of personal leave can donate leave to another full-time employee under this Policy. The donor employee must have 80 hours of personal leave after the leave donation.

13. If the employee who received a leave donation does not use the donated leave within six months of its donation, the leave will revert to the employee who donated it.

14. If an employee who receives leave does not use all the donated leave, the remaining hours of leave shall be restored to the employee who made the donation.

DRAFT





### Donation of Personal Leave Request Form:

This form is to be initiated by the employee donating time to an eligible Town of Upper Marlboro employee. Appropriate approvals are required. The completed form and any requested documentation must be submitted to the Town Administrator before a donation may be approved and any donations processed.

1. Employees are required to review the Leave Donation Policy before submitting the form to the Town Administrator.
2. Employees must be in a full-time non-probationary employment classification.
3. There is no tax benefit or liability to the donor for this donated time.

**Information to be Completed by Employee Donating Leave**

First Name  MI  Last Name

Employee #   Exempt  Non-Exempt

Home Department  Supervisor Name

Supervisor Phone Number  Supervisor E-mail

Leave Balance before Donation (Hours)

I hereby voluntarily authorize \_\_\_\_\_ hours of my accrued leave to be donated to an employee:

\_\_\_\_\_  
(PRINT EMPLOYEE FULL NAME HERE)

I have read and understand the Town of Upper Marlboro Leave Donation Policy. I further understand that this is completely voluntary and cannot be revoked.

I hereby certify that after the requested leave donation I will have at least eighty (80) hours of paid leave.

Employee Printed Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**For Payroll Use ONLY**

Approved:  Yes  NO

I have reviewed the employee's leave balances and affirm that he/she has sufficient leave to make this donation.

Leave Balance after Donation (Hours)

Payroll Approval

DRAFT

# Town of Upper Marlboro Flag Survey

What street do you live on?



Please use these images as reference for the question below



Flag A



Flag B



**Rank the flags above from most to least attractive (top most appealing, bottom least appealing)** \*

Move items here.

Flag A	+
Flag B	+
Logo C	+

**Add comments about your color preference or other suggestions.** \*

**Which tagline do you prefer?** \*

- "A place to call home"
- "A place to learn. A place to call home. A place to grow."