



Town of Upper Marlboro

TOWN COUNCIL / WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, September 08, 2026 at 7:00 PM

AGENDA

This meeting will be conducted via Zoom Video Teleconference and in person <https://uppermarlbormd-gov.zoom.us/j/82014989525>

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Business**
 - A. AI Governance Presentation (Advantage Tech)
 - B. Storage and Work Space Lease Vote (Bond)
 - C. Commercial Property Tax Rate Amendment (Discussion)
 - D. Town Event Policies and Purpose (Discussion)
 - E. Town Policy for Sponsoring Events and Programs (Anderson)
6. **Preliminary Approval of Next Meeting Agenda**
7. **Adjournment**

LEASE

THIS LEASE is made this 1st day of September, 2026, by and between Queensland, LLC, a Maryland Limited Liability Company (hereinafter called the Landlord), and The Town of Upper Marlboro, a municipal corporation of the State of Maryland(hereinafter called the Tenant) .

RECITALS:

WHEREAS, Queensland, LLC is the owner of certain real property located on S.W. Robert Crain Highway, Upper Marlboro, Maryland, having street addresses ranging from 6407 through 6439 S.W. Robert Crain Highway, Upper Marlboro, Maryland, which it acquired by deed dated May 19, 2014 recorded in the Land Records of Prince George's County, Maryland at Liber 36557, Folio 254 (the "Property") that is zoned for use as offices/Flex; and

WHEREAS, Tenant desires to lease from Landlord certain space within the building located on the Property for use as office/warehouse space for the Town of Upper Marlboro Police Department;

WHEREAS, Landlord and Tenant desire to enter into this Lease to establish the terms and conditions of their agreement.

WITNESSETH, that for and in consideration of the payment of rent, and the performance of the covenants, promises and agreements herein contained, the Landlord demises and leases unto the Tenant certain space within the building located on the Property, which space is hereinafter identified, and Tenant hereby leases the space from the Landlord upon the following terms and conditions:

1. **RECITALS.** The above Recitals, by this reference, are incorporated into this Lease as operative provisions thereof.

2. **PREMISES.** Subject to Tenant obtaining all requisite permits and licenses, including but not limited to a use and occupancy permit for Tenant's intended use, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord certain office/warehouse space located within the building on the Property commonly referred to as 6429 S.W. Robert Crain Highway, Upper Marlboro, Maryland, containing 2,780 square feet, (the "Premises" or the "Leased Premises"), the exact Premises being further described on attached Schedule "A".

Landlord hereby further grants to Tenant a non-exclusive license to use and to permit Tenant's, elected officials, employees, and invitees to use in the course of conducting business at the Premises throughout the Term, those portions of the first and second floors of the building in which the Premises is located

which, by their nature, are manifestly designed and intended for common use by the occupants of the building, for pedestrian ingress and egress to and from the Premises and for any other such manifest purposes, as well as the bathroom facilities. Such license shall be exercised in common with the Landlord and any other users and/or lessees of the building.

3. **TERM AND POSSESSION.** The term of this lease shall be for a period of Three (3) Years commencing on the 1st day of September, 2026, and terminating at 11:59 p.m. on the 31st day of August, 2029 (the "Term"). Rent is due and owing on the 1st of each month commencing September 1, 2026 and continuing on the 1st of each month thereafter. If possession be given to Tenant on other than the first day of a calendar month, Tenant shall pay Landlord the prorated total rental for the balance of that month. If the Property is not sold and the Lease is in full force and effect at the end of the Term, this Lease may be renewed for an additional term of one year commencing at the expiration of the Term of this Lease, for the rent established by the parties, but otherwise upon the same terms, covenants and provisions set forth herein, provided that Landlord gives Tenant no less than 90 days written notice of its intent to renew the Lease Agreement and the Tenant agrees to renew the Lease within thirty (30) days of receipt of the notice. If the Landlord does not provide Tenant 90 days notice of its desire to renew the Lease, or the Tenant does not agree to renew the Lease as provided above, the Lease shall terminate at the end of the Term.

Tenant shall have unrestricted access to the Premises, including all common areas on the first floor of the building in which the Premises is located and the parking lot at all hours, 365 days per year. Upon the full execution of this Lease, Landlord shall give Tenant at least three keys to the Premises. Tenant shall not make copies of the keys without the prior written permission of the Landlord.

4. **RENT.** The Tenant covenants to pay the Landlord an annual rent for the Premises, which rent shall be a total of Thirty Seven Thousand Eight Hundred and 00/100 Dollars(\$37,800.00) payable in equal, consecutive and continuous monthly installments of Three Thousand One Hundred Fifty Dollars and 00/100's (\$3,150.00) on the first day of each month, in advance, at the office of Landlord, without demand therefor, or at such other place as the Landlord may direct in writing. The rent is calculated at the rate of \$13.59 per square foot and the tenant hereby accepts Landlord's calculation of the square footage contained in the description of the Premises as set forth above. Tenant shall begin paying rent on September 1, 2026 and shall pay rent thereafter on the first of each month for the entirety of the Term of the Lease. Notwithstanding the foregoing, Tenant shall not be responsible for

paying rent until such time as it obtains a use and occupancy permit for its intended use of the Premises from Prince George's County Department of Permits, Inspections and Enforcement. Both parties agree that if Tenant is not able to obtain a Use and Occupancy Permit for the Premises, the Lease Agreement shall be null and void.

5. **COST OF LIVING INCREASE.** On each annual anniversary date of this Lease, commencing one (1) year after the commencement of this lease, the minimum rent hereinabove provided for shall be increased by three percent (3.0%). This increase shall be made yearly on the annual anniversary date of the day on which this lease commences as set forth in paragraph 2 above at which time the rent shall be increased by 3.0% of the amount of rent payable at the time the adjustment is made. The increased annual minimum rent shall be payable as set forth in paragraph 3 above in equal, consecutive and continuous monthly installments, as determined and adjusted each year during the term of this lease.

6. **DEPOSIT.** Tenant, concurrently with the execution of this lease, shall deposit with Landlord, the sum of one month's rent which shall be held by Landlord as security for the faithful performance by Tenant of the terms and covenants of this lease, but said balance may not be deemed by Tenant to constitute rent for any month. When Tenant has lawfully vacated, such deposit shall be refunded less any charges for damages, or other sums due Landlord under the terms of this lease. It is understood and agreed that the giving and holding of the aforesaid security deposit shall not limit the claims of the Landlord against the Tenant for any breach of this lease.

7. **UTILITIES.** Tenant shall pay all charges for Tenant's use of electricity, gas, water, and sewage disposal.

8. **SUBLETTING AND ASSIGNMENT.** Tenant shall not sublet or assign this lease or the premises without Landlord's prior written consent.

9. **TENANT INDEMNIFICATION.** To the extent of its insurance coverage and subject to the provisions and limitations of the Maryland Local Government Tort Claims Act, Tenant agrees to indemnify and save Landlord harmless from any and all claims, liability, damage, expense, cause of action, suit, or judgment due to injury to person or property occurring in or upon the Leased Premises and upon adjoining areas arising out of, incident to, or caused by reason of Tenant's gross negligence in Tenant's operations within the Leased Premises.

10. **FIRE RISK.** Tenant will not permit anything to be done on the Premises, which shall increase the rate of fire insurance on the building of which the Leased Premises forms a part. If by Tenant's failure to do so or if by reason of Tenant's failure to comply with any of the terms of this lease, the fire insurance

rate shall at any time be higher than it would be without such conditions created by Tenant, Tenant shall reimburse Landlord for such increase. Tenant's operations as a Public Works department at the Premises shall not be considered something done on the Premises that increases the rate of fire insurance.

11. **USE OF DEMISED PREMISES.** Tenant will use the Leased Premises only for the purpose of an office and storage.

12. **IMPROVEMENTS BY LANDLORD.** Tenant agrees to and does hereby accept the Leased Premises in "as is" condition, subject to the Work referenced in paragraph 3 above.

13. **GOVERNMENTAL AND LEGAL REQUIREMENTS.** Tenant covenants that it will at its own cost, promptly comply with all laws, ordinances, regulations, orders, requirements or conditions now or hereafter imposed by Federal, State and local governing bodies or agencies, or by private party entitled to impose or require the performance of any matter concerning the Tenant, its business, or any other activity or proposed or intended activity that may in any way affect the same. Tenant shall be responsible for all penalties, fines, costs, expenses, claims or demands resulting from Tenant's failure to comply with the provisions of this section.

14. **SUBORDINATION.** At the option of the Landlord or of any Mortgagee, or any beneficiary (hereinafter Mortgagee) under any mortgage, deed or deeds of trust place against the leased premises, this lease shall be subject to and subordinate to the lien of all mortgages or deeds of trust (hereinafter mortgages) which may now or hereafter affect the Landlord's property and to all advances made thereunder, as well as renewals, modifications, consolidations, replacements and extensions of the same. Tenant shall from time to time, within ten (10) days after Landlord so requests, execute and acknowledge any certificate or instrument evidencing such subordination, and upon Tenant's failure to do so Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate and instrument for and on the behalf of Tenant; provided, however, that any such mortgage or separate agreement executed by the Mortgagee shall provide that so long as Tenant continues to comply with all terms of this lease: (a) Tenant's right of possession and use of the common areas as set forth in this lease shall not be affected or disturbed by the Mortgagee, except that any Mortgagee in possession of all or part of Landlord's premises may exercise the rights given the Landlord under the "Common Area" paragraph of this lease; and (b) in the event such Mortgagee comes into possession or ownership of the leased premises by reason of foreclosure or other proceedings, this lease and the rights of Tenant hereunder shall not thereby be terminated. Any Mortgagee hereunder, upon notification to Tenant, may elect to have this lease take priority

over it mortgage regardless of whether this lease is dated prior or subsequent to the date of the mortgage. When requested by any Mortgagee or purchaser at a foreclosure proceeding, Tenant shall by execution of an instrument in recordable form, attorn to such Mortgagee or purchaser acquiring title to Landlord's property.

15. **PARKING.** Tenant's employees, elected officials, customers and invitees shall have a nonexclusive right in common with other Tenants and their employees, customers and invitees, to use parking spaces provided by Landlord. Upon designation by Landlord, Tenant and/or its employees, customers and invitees must park only in areas designated by Landlord. No parking spaces are so designated at the commencement of the Lease. Landlord reserves the right to tow away or have removed or disable with a boot at Tenant's expense any vehicle which is parked in an area not designated for Tenant's parking. The Tenant covenants that it will not, nor will it cause or permit any of its employees, agents, servants, invitees, tradesmen or suppliers to park, leave or locate any of their vehicles or other property in said parking area or lot for storage, advertisement, promotion, display, sale or other unauthorized purpose. The parking areas may only be used during business hours. Landlord reserves the right to close the parking area or lot on any non-business day, holiday or during hours when business is not conducted on said premises. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant shall be permitted to park its police vehicles, police trailer, and message board on the Property at all times during the Term of this Lease. Tenant covenants that it will require deliveries to be made only in areas assigned by the Landlord for such purposes.

16. **SIGNS.** Tenant will not erect, place, construct or attach on the windows or doors or exterior of the premises or inside the premises in a manner to be visible from outside or elsewhere any signs or other matter without written consent of the Landlord.

17. **RULES AND REGULATIONS.** Tenant agrees that Landlord has the right at any time, and from time to time, for the general welfare of Landlord's building and other tenants, to impose reasonable and uniform rules and regulations of general applications governing the conduct of tenants in the building and use of the common areas. Tenant, as a covenant and condition of this lease, agrees to comply with and perform any and all such rules and regulations imposed by Landlord, and as amended by Landlord from time to time. The initial rules, which are made a part of this lease, are on attached Schedule "B".

18. **CASUALTY DAMAGE.** In case of fire or other casualty, Tenant shall give immediate notice thereof to Landlord. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered

untenantable in whole or in part, Landlord shall at its own expense cause such damage to be repaired, and the rent shall not be abated. Such repair and any other repairs by Landlord under this section shall be made as speedily as practicable with due allowance being made for settlement of insurance claims. If by reason such occurrence, the premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rented untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall at its own expense cause such damage to be repaired, and the fixed minimum rent meanwhile shall abate until the Leased Premises have been restored and rendered tenantable; or Landlord may at its election, terminate this lease and the tenancy hereby created by giving to Tenant within sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do and in the event of such termination rent shall be adjusted as of such date. Nothing in this section shall be construed to permit the abatement of the payment of rent for casualty damage caused by the negligence or other fault of the Tenant.

17. **DEFAULT OF TENANT.** In the event of any failure to pay any rent due hereunder within ten (10) days after the same shall be due; or, in the event of any failure to perform any other terms, conditions or covenants of this lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant; or if Tenant or any guarantor of this lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall vacate or abandon said premises, or if Tenant shall suffer this lease to be taken under any writ of execution, then Landlord besides other rights or remedies it may have, shall have the immediate right to terminate this lease with five (5) business days' notice to Tenant, in which event Tenant shall remain liable for the payment of rent and for all other obligations contained herein for the balance of the term of the lease, subject to a credit to Tenant for any sums received by Landlord from the rerenting of the premises for any portion of the term of this Lease.

18. **CONTENTS DAMAGE.** All property in the Leased Premises shall remain at Tenant's sole risk. Landlord shall not be liable for damage or loss arising from fire or any other cause including leaking of the roof or of water, sprinkler, sewer or steam pipes, or from malfunctioning heating , air conditioning or plumbing fixtures or from electric wires or fixtures or arising from any other cause whatsoever.

19. **CONDEMNATION.** If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date that title vests in such authority. All rentals shall be paid up to that date and Tenant shall have no claim against Landlord or condemning authority for the value of any unexpired term of this lease.

If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have not claim against Landlord nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to the extent practicable, and this lease shall continue in full force and effect, but the rent shall be abated as to the taken portion of the premises.

All damages or payments for the taking of property in the event of condemnation are to belong to the Landlord whether awarded for diminution in value of the leasehold or to the fee of the Leased Premises. Tenant shall retain, however, the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

20. **WASTE OR NUISANCE.** Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or allow or commit any public or private nuisance or any other act or thing which may disturb the quiet enjoyment of any other tenant or person in or about the building in which the Leased Premises may be located. The use of police sirens shall not be considered to be a public or private nuisance in violation of this section.

21. **TRASH.** Tenant agrees to remove all trash from it's premises and place the same in a dumpster provided by Landlord. Tenant will make reasonable efforts to keep its premises neat and orderly and free of trash. Should Tenant fail to comply with the provisions of this section the Landlord shall notify Tenant of its violation of this section of the Lease and provide the Tenant fifteen (15) calendar days to correct the violation. If the Tenant fails to correct the violation, the Landlord may perform such additional services as are necessary to keep the premises clean and free of trash, and charge Tenant the cost for such additional service.

22. **LATE CHARGES.** In the event Tenant pays rent, or any other charge due Landlord under the terms of this lease, including but not limited to, common area maintenance charges, taxes, or any other sum which becomes due under the terms of this lease, later than the fifth day from the date when due, Tenant shall also pay a service and handling charge equal to four percent (4%) of the total payment then due. For each additional five-day period or fraction thereof such payment is in arrears, an additional charge equal to two percent (2%) of the total amount due shall be paid to Landlord as an additional service and handling charge. This provision shall not prevent the Landlord from exercising any other remedy herein provided in the event of any default by the Tenant.

23. **PERSONAL PROPERTY AND BUSINESS TAXES.** Tenant covenants to pay all personal property and business taxes and other taxes or assessments levied against its business, income, property, fixtures, services, wares and/or merchandise.

24. **WAIVERS.** No waiver by either party hereto of any breach of any covenants, condition or agreement to be kept and performed according to this lease shall be considered to be a waiver of any subsequent breach of such covenant, condition or agreement. Failure of Landlord to enforce or act against Tenant shall not constitute a waiver of any right to enforce or act.

25. **ACCESS BY LANDLORD.** Landlord or Landlord's agent shall have the right to enter the Premises at all times to examine the same. These conditions of access apply to Landlord's desire to show the Premises to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and rent reserved shall in no wise abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six (6) months prior to the expiration of the term of this lease or renewal term, Landlord may exhibit the premises to prospective tenants or

purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation.

26. **HOLDOVER.** Should Tenant remain in possession of the Premises after the expiration of this Lease, Tenant shall be deemed to be a Tenant from month to month, but subject to all of the terms, conditions and obligations hereof insofar as the same may be applicable to a month-to-month tenancy, and shall pay as rent for each such monthly period as a sum equal to 125% of average monthly rent during the last six (6) months hereunder. This provision in no way prevents the Landlord from seeking relief from the Court to have the Tenant evicted.

27. **NOTICES.** Any notices required or given hereunder by Landlord shall be deemed to have been given if sent by registered or certified mail to Tenant, addressed to the Tenant at the Premises. Any notices required or given hereunder by Tenant to Landlord shall be deemed to have been given if sent by registered or certified mail to Landlord at 6411 Crain Highway, Upper Marlboro, MD 20772, or such other address Landlord may designate from time to time in writing by delivery thereof to Tenant at the Premises. In addition to notices being sent as indicated above, copies of all notices shall also be sent electronic mail, with notices to the Tenant being sent to DBOND@uppermarlboromd.gov; and with notices to the Landlord being sent to: Randys@mericalelectric.com.

28. **BINDING EFFECT.** The terms, conditions and agreements herein contained shall be kept and performed by the respective parties hereto and will be binding upon them and each of their successors and assigns.

29. **PARTIAL INVALIDITY.** The invalidity of any particular clause, phrase, section or part of this lease by order of court or decision of any judicial authority having jurisdiction over the same shall not be construed to void or invalidate the lease in its entirety and the remaining parts shall continue in full force and effect.

30. **ATTORNEY'S FEES.** Tenant agrees to reimburse Landlord for any attorney's fees, court costs or other reasonable expenses incurred by Landlord in enforcing any remedies of Landlord under this lease in a court of law, if a court of competent jurisdiction enters judgment in favor of Landlord.

Landlord agrees to reimburse Tenant for any attorney's fees, court costs or other reasonable expenses incurred by Tenant in enforcing any remedies of Tenant under this lease in a court of law, if a court of competent jurisdiction enters judgment in favor of Tenant.

31. **ALTERATIONS TO DEMISED PREMISES.** Except as herein provided, Tenant will make no alterations or improvements or

changes to the demised premises without the prior written approval of Landlord.

32. **MAINTENANCE.** Landlord agrees to maintain the Premises, excluding any of Tenant's property or any property installed by Tenant, in good order and repair, unless damage thereto shall have been caused by Tenant or Tenant's employees or invitees, in which case Tenant shall repair same at Tenant's expense.

33. **COMMON AREAS AND FACILITIES.** Landlord will maintain the common facilities described below. "Common Facilities" means all areas, space and equipment provided by Landlord for the common use and benefit of the Tenants, their employees, agents, servants, customers or other invitees; such common facilities shall include without limitation, parking areas, common area lighting, access roads, retaining walls, landscaping space, common hallways, bathrooms, mechanical equipment, pedestrian walkways and any other areas or services so designated by the Landlord.

Landlord in its discretion reserves the right to delete or substitute services, equipment, area or space as part of the common facilities. Landlord reserves the right to make and promulgate such reasonable rules regarding use and occupancy of the common facilities as it may deem necessary for the orderly management of same. When promulgated the same shall become a part of this lease and the Tenant covenants comply with the same. Any violation of such rules shall, at the option of the Landlord, be deemed a default by the Tenant. Landlord may amend such rules from time to time.

34. **SITUS.** This lease shall be governed in accordance with the laws of the State of Maryland. Any action to enforce the Lease shall be brought in the courts of Maryland located in Prince George's County.

35. **LANDLORD'S INSURANCE.** Landlord shall take out and maintain, at its own cost and expense:, (i) general liability for bodily injury and property damage arising from Landlord's ownership, management, use and/or operation of the Property and Common Areas and Facilities with coverage limits of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate; (ii) insurance covering all causes of loss that are insurable, including but not limited to fire. Landlord shall provide Tenant with a copy of certificates of insurance evidencing the required insurance.

36. **EARLY TERMINATION CLAUSE.**

A. This Lease shall automatically terminate whenever adequate funds have not been appropriated by the Board of Town Commissioners in the annual budget for the purpose set forth herein. The Landlord is advised that the Tenant does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The continuation of this Lease beyond

January 30, 2026 shall be subject to confirmation by the Town of Upper Marlboro Chief of Police that adequate funds have been appropriated in the Town budget for the relevant fiscal year. Upon such termination, the Town shall be liable to the Landlord only for payments due prior to the effective date of the termination.

B. It is understood and agreed that Tenant's ability to use the Property is contingent upon its obtaining all of the certificates, permits, and other approvals that may be required by any Federal, State, County, Maryland-National Capital Park and Planning Commission, or local authorities which will authorize the Tenant's use of the Property as set forth herein. Landlord shall cooperate with Tenant in its effort to obtain such approvals so long as the approvals are consistent with this Lease. In the event that any of such applications should be finally rejected, so the Tenant will be unable to use the Leased Area for its intended purposes, Tenant shall have the right to terminate this Lease. In the event that Tenant is unable to obtain all permits, licenses and approvals required to use the Premises for its stated use, the Tenant shall have no liability to Landlord for any loss, damages or fees incurred by Landlord in pursuing same. Notice of the Tenant's exercise of its right to terminate shall be given to Landlord in writing as provided for herein, and shall be effective upon the receipt of such notice by the Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations including the payment of money, to each other except as otherwise expressly provided in this Agreement.

C. If Landlord breaches any provision of this Lease Agreement, after fifteen (15) days' notice by Tenant to correct the breach, if Landlord fails to correct the breach or take affirmative actions to correct the breach within that timeframe, Tenant may, upon forty-five (45) days' advance written notice to Landlord, terminate this Lease. Upon such early termination Tenant shall have no liability to Landlord for any loss, damages or fees incurred by Landlord in connection with this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease under their respective hands and seals as of the day and year first above written.

LANDLORD: QUEENSLAND, LLC

Witness: _____ By: _____
Printed Name: _____
Title: General Partner
Printed Name _____ Date: _____

TENANT: THE TOWN OF UPPER MARLBORO

Witness: _____ By: _____

Title: _____

Date: _____

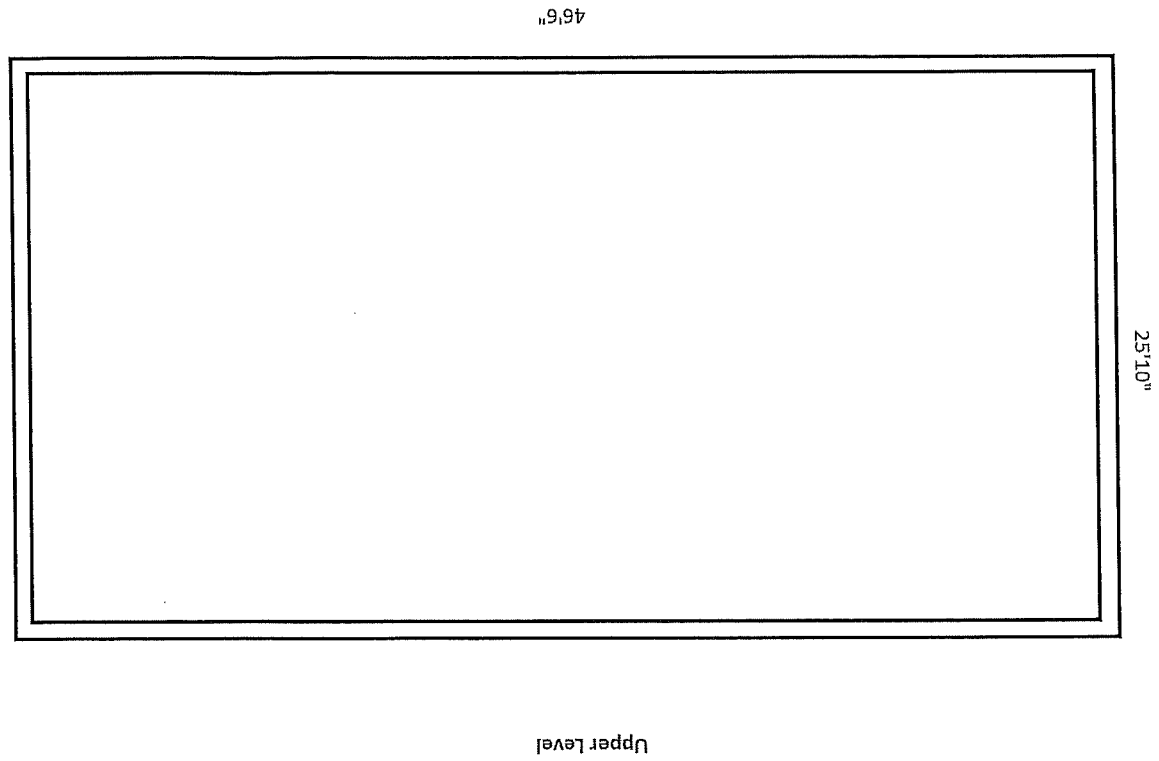
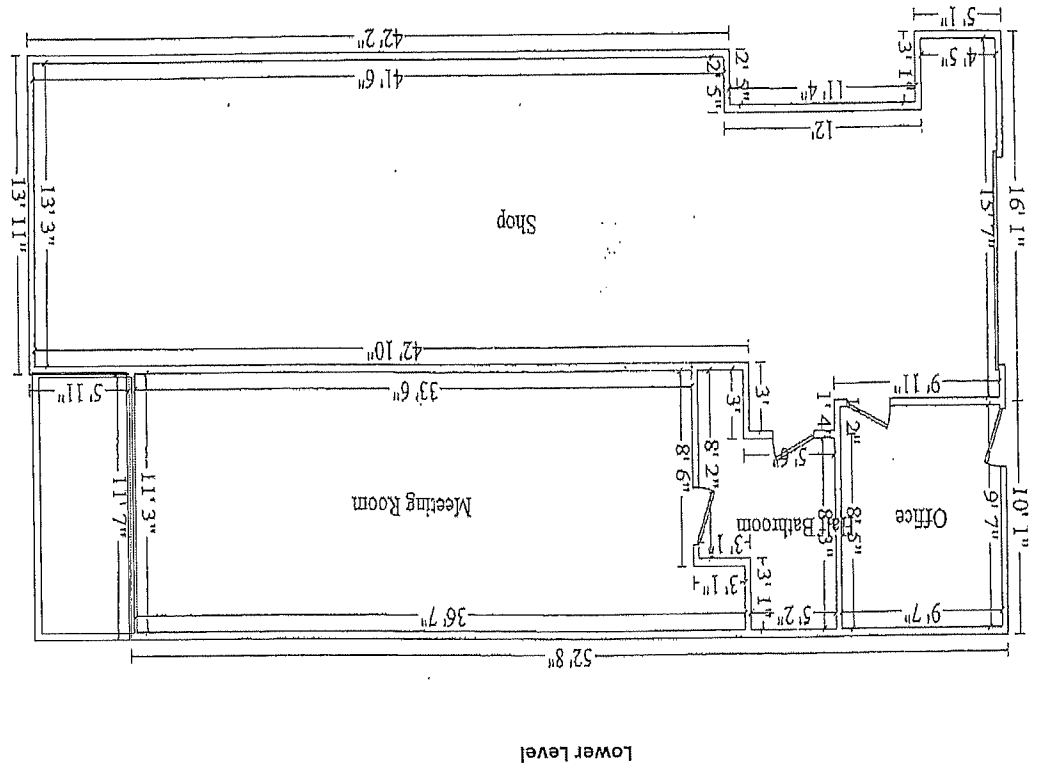
6411-SW-CRAIN HWY

Schedule "A"

3/17/2015

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SCHEDULE "B"

RULES AND REGULATIONS:

- a.) Sidewalks, corridors and staircases shall not be obstructed or used other than for ingress and egress;
- b.) No awnings, shades, blinds, and the like, shall be installed or used in exterior windows or doors without written permission of Landlord.
- c.) No additional locks shall be placed upon any doors or windows of the Demised Premises, nor any changes made in the existing locks or the mechanism thereof. Public corridor doors shall be kept closed during business hours and locked when the Demised Premises are unattended. Two keys for each entry to the Premises shall be supplied by Lessor upon Lease commencement. Lessee may at Lessee's expense have additional keys made if desired, but all such keys must be made by Lessor's approved locksmith. Lessee may re-key at Lessee's option, but must use Lessor's approved locksmith and keys must conform to the Building master key. All door keys, whether furnished by Lessor or otherwise procured, shall be delivered to Lessor upon termination of the tenancy.
- d.) The Lessee will not permit or suffer any signs, advertisements, or notices to be displayed, inscribed upon, or affixed on any part of the outside or inside of the Demised Premises, the building of which they are a part or the land owned by the Landlord except on any directory board that may be provided by the Lessor and the entrance doors of the Demised Premises and then only of such size, color, and style as the Lessor shall approve. The cost of such signage, if any, shall be borne by the Lessee. If any such sign, advertisement or notice is exhibited, Lessor shall have the right to remove same and Lessee shall be liable for any and all expense incurred by Lessor. Lessee will not install any radio, television, or other type of loudspeaker on the exterior of the Demised Premises; not permit music, broadcasting or any other like noise to emit from the interior of said Demised Premises, either to the exterior of the building or to any part of the building;

e.) No bottles, parcels or other articles shall be placed, kept or displayed on any window ledges, in windows, or in the corridors, stairways or other public parts of the building;

f.) Toilets, wash basins, plumbing and other fixtures shall only be used for the purpose for which they are designed, and foreign matter shall not be placed therein. All damages from misuse of fixtures by the Lessee, his employees, agents or invitees shall be borne by Lessee causing same;

g.) Lessee shall not mark, paint, or in any manner deface any part of the Demised Premises or of the Building. No stringing of wires, boring or cutting shall be permitted, except with Lessor's written consent. Any floor covering installed by Lessee shall have an under layer of felt, rubber or similar sound-deadening substance, which shall not be affixed to the floor by cement or any other non-soluble adhesive material;

h.) No animal, birds or pets of any kind shall be brought into or kept on the Demised Premises, with the exception of a "seeing eye" dog;

i.) No cooking shall be done on the Demised Premises, without Lessor's prior written consent, nor shall Lessee permit any unusual or objectionable odors to be produced upon or to emanate there from, nor shall same be used for lodging or dwelling purposes;

j.) Lessee shall not permit or cause to be used in the Demised Premises any device or instrument such as a sound reproduction systems, or excessively bright, changing, flashing, flickering, moving lights or lighting devices or any similar devices, the effect of which shall be audible or visible beyond the confines of the Demised Premises disturbing to normal sensibilities of other tenants;

k.) Lessee shall not bring or keep any inflammable, combustible or explosive fluid, chemical or substance into the building;

l.) Lessor shall have the right, upon written notice to the Lessee, to require Lessee to refrain from or discontinue any advertising by Lessee which, in Lessor's opinion, tends to impair the reputation of the building or its desirability for offices;

m.) Lessor shall have the right to exclude any undesirable or disorderly persons from the Building at any time;

n.) The Demised Premises shall never at any time be used for any immoral or illegal purposes;

o.) Lessee's requirements shall be attended to only through application to the Lessor. Lessor's employees shall not be required to perform any work or act outside of the regular duties, except under instruction or consent of the Lessor;

p.) Canvassing, soliciting and peddling in the Building is prohibited and Lessee shall cooperate to prevent same;

q.) Lessee, before closing and leaving Demised Premises at any time, shall see that all windows are closed and all lights are extinguished.

RESOLUTION: 2026-05

SESSION: Special Town Meeting

DATED: September 08, 2026

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF UPPER MARLBORO
APPROVING A THREE-YEAR LEASE WITH QUEENSLAND, LLC FOR 2,780
SQUARE FEET OF OFFICE/WAREHOUSE SPACE LOCATED AT 6429 S.W. CRAIN
HIGHWAY, UPPER MARLBORO, MARYLAND FOR USE BY THE UPPER
MARLBORO POLICE DEPARTMENT**

WHEREAS, Section 82–81 “Acquisition, Possession, and Disposal,” of the Charter of the Town of Upper Marlboro authorizes the Town to acquire real, personal, or mixed property within or without the corporate limits of the Town for any public purpose by lease; and

WHEREAS, Section 82–83 “Town Buildings,” of the Charter of the Town of Upper Marlboro provides that the Town shall have the power to acquire by lease “to construct, operate, and maintain any buildings and structures it deems necessary for the operation of the Town government;” and

WHEREAS, the Council of the Town of Upper Marlboro has determined that there is insufficient space in Town Hall to properly store Police Department equipment and the Council is not prepared at this time to purchase property; and

WHEREAS, the Town currently leases 3,795 sf. from Queensland, LLC at 6409 S.W. Crain Highway, Upper Marlboro, Maryland to support Town Police operations; and

WHEREAS, the Council of the Town of Upper Marlboro has determined it is in the best interest of the Town to locate additional space to properly store police and public works equipment proximate to current police operations at 6409 S.W. Crain Highway, Upper Marlboro, Maryland, and to lease space at 6429 S.W. Crain Highway, Upper Marlboro, Maryland, which property is owned by Queensland, LLC, at a cost of \$13.59 per square foot, under the terms and conditions set forth in the attached Lease marked Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Upper Marlboro, Maryland, that the Lease between the Town and Queensland, LLC for 2,780 s.f. of office/warehouse space at 6429 S. W. Crain Highway, Upper Marlboro, is hereby approved in substantially the same form as that attached hereto as Exhibit A. Furthermore, the Mayor of the Town of Upper Marlboro is authorized to sign the Lease on behalf of the Town of Upper Marlboro.

PASSED by the Council of the Town of Upper Marlboro, Maryland at a regular meeting on this 8th day of September, 2026.

Attest:

THE COUNCIL OF THE TOWN OF UPPER

MARLBORO, MARYLAND

Charles Colber, Mayor

Derrick Brooks, Commissioner

Sarah Franklin, Commissioner

Karen Lott, Commissioner

Clayton Anderson, Town Manger

Joseph Hourcle, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Manager of the Town of Upper Marlboro and that the Council 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
____ day of September, 2026.

Clayton Anderson, Town Manager



Event Planning for Community Day

Community Day is an opportunity for the Council to interact directly with residents, strengthen community connections, and give back. The event provides a fun, family-friendly environment with activities and resources for residents of all ages, including a backpack giveaway, face painting, and a bounce house. Community Day brings residents together, creates positive experiences, and fosters a stronger sense of community.

1. Event Purpose & Scope

What activities or services should be included, and what should the overall scope of the event be? How long should the event last? **Should there be a big pack giveaway exclusively for town residents? Should refreshments be free? Is there a specific food choice?**

2. Intended Audience & Attendance

What community should the event serve? What attendance level should staff plan for? How can we include the business community?

3. Advertising & Community Outreach

How should the event be promoted? What level of advertising and community outreach does Council believe is appropriate, and how far in advance should promotion begin?

4. Staffing & Event Support

What level of Town staffing and volunteer support should be provided? Are there specific Town departments, personnel, or services Council believes should be involved? **Should all management staff be required to attend to meet the community?**

5. Emergency & Public Safety Personnel

What level of police, fire, EMS, security, traffic control, or other emergency personnel should be considered based on the anticipated size, location, activities, and attendance?

6. Budget & Resources

What level of funding and Town resources should be allocated to the event? Are there limitations or priorities Council would like staff to consider?

7. Planning Timeline

What timeframe should staff use for planning, advertising, coordination, and final preparation? What should the cancellation policy be? **Should the event be calendared so it can be rescheduled for weather or other unforeseen emergencies?**



Event Planning for the Holiday Event

Holiday Event celebrates the holiday season and gives residents, families, and the community a chance to come together in a festive, welcoming environment. The event typically features music, a visit from Santa Claus, and activities for families to enjoy. In recent years, the celebration has included pictures with Santa, a community tree lighting, and free snacks, creating a memorable holiday experience for residents of all ages.

1. Event Purpose & Scope

What activities or services should be included, and what should the overall scope of the event be? How long should the event last? **Should town residents receive a gift or giveaway? Should refreshments be free? Is there a specific food choice?**

2. Intended Audience & Attendance

What community should the event serve? What attendance level should staff plan for? How can we include the business community?

3. Advertising & Community Outreach

How should the event be promoted? What level of advertising and community outreach does Council believe is appropriate, and how far in advance should promotion begin? **Should we use traditional holiday branding or Town branding?**

4. Staffing & Event Support

What level of Town staffing and volunteer support should be provided? Are there specific Town departments, personnel, or services Council believes should be involved? **Should all management staff be required to attend to meet the community?**

5. Emergency & Public Safety Personnel

What level of police, fire, EMS, security, traffic control, or other emergency personnel should be considered based on the anticipated size, location, activities, and attendance?

6. Budget & Resources

What level of funding and Town resources should be allocated to the event? Are there limitations or priorities Council would like staff to consider?

7. Planning Timeline

What timeframe should staff use for planning, advertising, coordination, and final preparation? What should the cancellation policy be? **Should the event be calendared so it can be rescheduled for weather or other unforeseen emergencies?**



Event Planning for Trunk or Treat

Trunk or Treat is a community-focused event that has welcomed approximately 500–1,000 attendees in past years. The event brings residents and families together for a fun, safe, and engaging experience featuring decorated vehicles, games, giveaways, and activities for all ages. In recent years, we have also provided free snacks, including popcorn, to enhance the experience and create a welcoming atmosphere for residents and their families.

1. Event Purpose & Scope

What activities or services should be included, and what should the overall scope of the event be? How long should the event last? **Should there be a costume contest for children? Should there be a bounce house or other activities? Should there be free snacks i.e popcorn?**

2. Intended Audience & Attendance

What community should the event serve? What attendance level should staff plan for? How can we include the business community?

3. Advertising & Community Outreach

How should the event be promoted? What level of advertising and community outreach does Council believe is appropriate, and how far in advance should promotion begin?

4. Staffing & Event Support

What level of Town staffing and volunteer support should be provided? Are there specific Town departments, personnel, or services Council believes should be involved?

5. Emergency & Public Safety Personnel

What level of police, fire, EMS, security, traffic control, or other emergency personnel should be considered based on the anticipated size, location, activities, and attendance?

6. Budget & Resources

What level of funding and Town resources should be allocated to the event? Are there limitations or priorities Council would like staff to consider?

7. Planning Timeline

What timeframe should staff use for planning, advertising, coordination, and final preparation? What should the cancellation policy be? **Should the event be calendared so it can be rescheduled for weather or other unforeseen emergencies?**



Event Planning for Marlboro Day

Marlboro Day is the Town's signature community event, attracting approximately 500–600 attendees each year. The event showcases and promotes the Town, highlights local businesses and organizations, and brings residents and the broader community together. Marlboro Day strengthens community connections, celebrates the Town's identity, and provides a welcoming environment for residents, businesses, families, and visitors to enjoy the community.

COUNCIL INPUT REQUESTED

1. Event Purpose & Scope

What is the primary purpose of the event? What activities or services should be included, and what should the overall scope of the event be? How long should the event last?

2. Intended Audience & Attendance

Who should the event serve? What level of attendance should staff plan for? What does participation by the business community look like? How can we include the business community?

3. Advertising & Community Outreach

How should the event be promoted? What level of advertising and community outreach does Council believe is appropriate, and how far in advance should promotion begin?

4. Staffing & Event Support

What level of Town staffing and volunteer support should be provided? Are there specific Town departments, personnel, or services Council believes should be involved?

5. Emergency & Public Safety Personnel

What level of police, fire, EMS, security, traffic control, or other emergency personnel should be considered based on the anticipated size, location, activities, and attendance?

6. Budget & Resources

What level of funding and Town resources should be allocated to the event? Are there limitations or priorities Council would like staff to consider?

7. Planning Timeline

What timeframe should staff use for planning, advertising, coordination, and final preparation? What should the cancellation policy be?



TOWN OF UPPER MARLBORO

Sponsorship Policy

TOPIC OVERVIEW

Sponsorship is the contribution of monetary and/or in-kind support by the Town to an external entity, in exchange for which the external entity: (a) acknowledges the Town's contribution; and (b) grants to the Town the right to associate the Town's name, products, or services with the external entity or the external program or service.

POLICY

Because a sponsorship affiliation may affect the Town's reputation among its citizens and its ability to govern effectively, the Town retains sole and final decision-making authority to determine the appropriateness of a sponsorship association and reserves the right to refuse any sponsorship offer. The Town will reject any sponsorship proposal in which the involvement of an outside entity is likely to negatively affect the public's perception of the Town or its ability to act in public interest. The Town of Upper Marlboro Town reserves the right to refuse any request of sponsorship.

Definitions:

1. Event sponsorship – supporting a public event or social function financially or through the provision of products or services
2. Program sponsorship – supporting a series of activities, performances, or procedures, financially or through the provision of products or services
3. Recurring – occur again, periodically, or repeatedly, esp. at regular intervals (e.g. an annual event that is held once every year)
4. Nonrecurring – occurring one time only (e.g. a onetime sponsorship for an unpredictable event/program)

Criteria: The following criteria will be evaluated to determine the role and extent of any Town of Upper Marlboro Town sponsorship:

1. Whether the program or event aligns with the Town of Upper Marlboro Town Strategic Plan;
2. The costs of such sponsorship meet with greater public good by providing or expanding public service;

3. If the sponsorship application will, or has the ability to, generate an economic benefit for the immediate community of the Town of Upper Marlboro Town as a whole;
4. The likelihood that the application will contribute positively to the recognition and image of the City;
5. Experience of the Town of Upper Marlboro relative to the applicant's past performance, or other information regarding the applicant's history of performance (when applicable).

Limitations:

The following limitations shall apply to sponsorship of any program, activity, person, or organization:

1. Funds will be available on a first-come, first-served basis.
2. The availability of Town funds at the time of the application.
3. An event sponsorship application cannot exceed more than \$5,000 per occurrence, and is limited to one per year, per taxpayer identification number.
4. It cannot be used primarily for commercial promotion or personal gain;
5. It cannot be used to promote the sale or consumption of tobacco products, illegal drugs, gambling, erotic materials or services.
6. It cannot be used to promote political parties or political advocacy groups.

Other limitations to consider:

1. The requesting organization must be based in the Town of Upper Marlboro and be classified as a 501(c) or another governmental agency such as a county, school board, or state or federal agency.
2. Events or programs under consideration for funding must begin during the fiscal year in which funding is given.
3. If applicable, the requesting organization must have an active account and be registered with sunbiz.org.
4. The Town of Upper Marlboro will only sponsor events that are open to the general public and are held in the Town of Upper Marlboro on Town-owned property or benefit Town residents.
6. If approved, sponsored events are required to complete a "Special Event Permit" application through the Department of Permitting Inspection and Enforcement (DPIE)
7. Award or no award of sponsorship does not preclude any applicant from adhering to local laws or regulations.

8. Individuals are not eligible to receive funds under the Town of Upper Marlboro Town Sponsorship Policies and Procedures.

9. Failure to hold event as depicted in application, will result in forfeiture of sponsorship funds.

PROCEDURE

The applicant shall submit their written application (using the Town application form) (by email or fax only) along with:

- A detailed description or flyer,
- IRS Determination Letter,
- W-9 Request for Taxpayer Identification Number and Certification,
- Proposed budget
- For recurring requests only: previous year's actual budget with revenues, expenditures, profits and losses along with explanation of how (if any) profits were used. IRS Form 990 or Form 990 EZ will not be accepted.

A sponsorship application is not complete unless it includes all of the documents listed above. Incomplete applications will not be considered.

Annually, the Town Council will set the funding amount for sponsorship applications. Sponsorships will be classified as an event or program and recurring or nonrecurring. Of the amount established by the Council, approximately 75% will be awarded to recurring sponsorships, while 25% will be for nonrecurring sponsorships. Applicants for recurring sponsorships must submit a written sponsorship application (by email or fax only) to the Public Information Coordinator no later than March 15th each year to be considered for sponsorship in the new fiscal year (July 1 through June 30). Nonrecurring funds will be set aside for unexpected nonrecurring event or program sponsorship opportunities that may occur throughout the year. The applicant must submit a written sponsorship application (by email or fax) to the Public Information Coordinator at least three weeks before the date it is to be considered by the Council at a regularly scheduled Council meeting. Council meetings take place on the 2nd and 4th Tuesday of each month.

If the recurring sponsorship appropriations are not fully expended, the Council may reallocate the balance to nonrecurring sponsorships.

Review: A sponsorship review committee made up of representatives from Administration, Public Works/Parks, and Police will review each application based upon the evaluation criteria set forth in this policy and provide a recommendation to the Town Council for decision-making purposes.

Approval: The Council will determine approved recurring sponsorships and announce them in August, before the upcoming fiscal year. Approved recurring sponsorships are contingent upon the adoption of the upcoming Fiscal Year's Budget. Please note that sponsorship awards for recurring events are reimbursable upon completion of the event, unless it is the event's first year.

