



Town of Upper Marlboro

BOARD OF TOWN COMMISSIONERS WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, April 09, 2024 at 7:00 PM

AGENDA

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

<https://uppermarboromd-gov.zoom.us/j/87951351935?pwd=VXk0eHJGWG9naGtUTnYwT1EvbIRIUT09>

Webinar ID: 879 5135 1935; **Passcode:** 390453; **Audio Dial-in only:** 301 715 8592

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

WORK SESSION AGENDA: 7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Closed Session Summary From April 6, 2024**
6. **Business**
 - A. Annexation Agreement (Board Vote)
 - B. Generator Service Contract (Board Vote)
 - C. DRAFT Ordinance 2024-01 FY 2025 Budget (Board Discussion)
 - D. DRAFT Town of Upper Marlboro Budget Book (Board Discussion)
 - E. Fiscal Year 2024 Budget Amendments (Board Discussion)
 - F. Code Compliance (Board Discussion)
7. **Administrative Update**
8. **Public Comment (3 Minutes)**
9. **Preliminary Approval of Next Meeting Agenda**
10. **Adjournment**

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

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



Sales and Service

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



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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

| | |
|----------------------------------|-------------------|
| Standard Agreement Amount | \$8,399.11 |
| Taxes | \$23.06 |
| Proposal Total | \$8,422.17 |

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: _____

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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

Generator Planned Equipment Maintenance

INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

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

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

AN ORDINANCE RELATING TO ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR 2025 ALONG WITH THE CORRESPONDING TAX LEVIES, AND TO SET FORTH 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 the 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, the Town of Upper Marlboro for the fiscal year 2025 is exempt from the notice and hearing requirements of the Maryland Constant Yield Tax Rate Law (Code, Tax-Property Art., Section 6-308) for all classes of real property; and

WHEREAS, the Charter of the Town of Upper Marlboro (“Charter”) prescribes that the President of the Board of Commissioners (“President”) at least thirty days before the beginning of the fiscal year shall 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 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, 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, 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 30th 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 | |
| Fines Licenses & Permits | |
| Intergovernmental | |
| Miscellaneous Revenue | |
| Grants | |
| Total Revenues | |

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 | |
| Public Safety | |
| Public Works Department | |
| Capital Improvements | |
| Total Expenditures | |

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 \$2.00 of assessed

valuation for public utility operating real and operating 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:

Compensation Chart Placed Here

Public Safety Specialty & Incentive Hourly Pay

- Active Field Training Officer: XX an hour
- Night Shift Differential: XX 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 Circuit Rider Grant Manager, and one part-time student special assistant.
- Public Safety: One Chief of Police, one Sergeant, two Corporals, one Police Offices, and one Code Enforcement 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- one Crew Lead and one crew member. 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 XX 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

Karen Lott, Commissioner

Alma Prevatte, Commissioner

Reviewed and Approved for Legal Sufficiency

Karen Ruff, Town Attorney

Date: _____

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Town of Upper Marlboro
2025 Annual Budget

Income

Revenue

4000 Taxes

| | | |
|------------------------------------|------------------------|------------------------|
| 4010 Real Estate Taxes Residential | \$ 454,285.00 | \$ 475,838.00 |
| 4020 Real Estate Taxes Commercial | \$ - | \$ - |
| 4100 Personal Property Taxes | \$ 47,435.00 | \$ 47,435.00 |
| 4150 PPT Public Utilities | \$ 661,500.00 | \$ 744,505.00 |
| 4310 Income Taxes | \$ 345,000.00 | \$ 300,000.00 |
| Total 4000 Taxes | \$ 1,508,220.00 | \$ 1,567,778.00 |

4200 Fines, Licenses, Permits

| | | |
|--|----------------------|----------------------|
| 4220 Town Permits | \$ 2,500.00 | \$ 2,500.00 |
| 4230 Business License | \$ 18,000.00 | \$ 6,000.00 |
| 4240 Parking Meters | \$ 190,000.00 | \$ 200,000.00 |
| 4250 Speed & Red Light Cameras | \$ 400,500.00 | \$ 400,000.00 |
| 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 |
| Total 4200 Fines, Licenses, Permits | \$ 687,500.00 | \$ 695,000.00 |

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 |
| Total 4300 Intergovernmental | \$ 56,000.00 | \$ 56,000.00 |

4400 Miscellaneous Revenue

| | | |
|---|----------------------|---------------------|
| 4420 Interest Earnings | \$ 7,500.00 | \$ 12,000.00 |
| 4430 Town Hall Services - Misc Rev | \$ 3,000.00 | \$ 3,000.00 |
| 4440 Transfer from Reserve | \$ 278,000.00 | \$ 53,023.00 |
| 4450 Special Events/Donations | \$ 8,000.00 | \$ 15,000.00 |
| Total 4400 Miscellaneous Revenue | \$ 296,500.00 | \$ 97,023.00 |

4500 Grants

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

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| | | |
|-------------------------------|------------------------|------------------------|
| 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 | \$ - |
| Total 4500 Grants | \$ 1,901,000.00 | \$ - |
| | | |
| Total Revenue | \$ 4,449,220.00 | \$ - |
| Total Income | \$ 4,449,220.00 | \$ - |
| Gross Profit | \$ 4,449,220.00 | \$ 3,830,801.00 |

Expenses

5000 General Government

| | | |
|-------------------------------------|---------------|---------------|
| 5105 GG Commissioner Salaries | \$ 34,000.00 | \$ 34,000.00 |
| 5107 GG Commission Expenses | \$ 6,000.00 | \$ 11,000.00 |
| 5110 GG Salaries | \$ 337,780.00 | \$ 265,000.00 |
| 5111 GG Salaries - Bonuses | \$ 3,000.00 | \$ 3,000.00 |
| 5120 GG FICA | \$ 30,000.00 | \$ 30,000.00 |
| 5130 GG Health/Life/Dental Benefits | \$ 37,000.00 | \$ 40,000.00 |
| 5150 GG Pension Benefits | \$ 26,500.00 | \$ 27,000.00 |

| | | |
|--|----------------------|-----------------------|
| 5300 GG Professional Services | \$ - | \$ - |
| 5310 GG Accounting | \$ 28,000.00 | \$ 50,000.00 |
| 5320 GG Audit | \$ 15,000.00 | \$ 15,000.00 |
| 5330 GG Payroll Processing | \$ 5,000.00 | \$ 5,000.00 |
| 5340 GG Town Attorney & Legal | \$ 50,000.00 | \$ 40,000.00 |
| 5350 GG IT Support & Equipment | \$ 6,000.00 | \$ 20,000.00 |
| 5360 GG Media Relations | \$ 3,000.00 | \$ 5,000.00 |
| 5370 GG Government Relations | \$ 35,000.00 | \$ 35,000.00 |
| 5380 GG Human Resources Services | \$ 12,000.00 | \$ 15,000.00 |
| 5390 GG Planning Firm | \$ 30,000.00 | \$ - |
| Total 5300 GG Professional Services | \$ 184,000.00 | \$ (19,000.00) |

5400 GG Operating

| | | |
|--------------------------------|--------------|--------------|
| 5200 GG Insurance & Benefits | \$ 20,000.00 | \$ 23,000.00 |
| 5410 GG Bank Charges | \$ - | \$ - |
| 5415 GG Merchant Services Fees | \$ 42,500.00 | \$ 20,000.00 |
| 5435 GG Training | \$ 4,000.00 | \$ 4,000.00 |
| 5440 GG Dues & Subscriptions | \$ 12,000.00 | \$ 20,000.00 |
| 5445 GG Postage | \$ 7,000.00 | \$ 2,400.00 |
| 5450 GG Printing | \$ 10,500.00 | \$ 8,000.00 |
| 5455 GG General Supplies | \$ 13,500.00 | \$ 8,000.00 |

| | | |
|--|----------------------|--------------|
| 5460 GG Office Equipment R&M | \$ - | \$ - |
| 5465 GG Town Hall Office Phones | \$ 12,000.00 | \$ 9,000.00 |
| 5470 GG Mobile Phones | \$ - | \$ - |
| 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 | \$ 12,000.00 |
| 5485.02 Parking Meter Maintenance | \$ - | \$ - |
| Total 5485 GG Town Hall Repair & Maintenance | \$ 38,000.00 | \$ - |
| 5490 GG Other | \$ 2,500.00 | \$ 5,000.00 |
| 5495 GG Contributions | \$ 15,000.00 | \$ 2,000.00 |
| Total 5400 GG Operating | \$ 184,000.00 | \$ - |

| | | |
|-------------------------------|-------------|-------------------|
| 5900 GG Committee Expenses | | |
| 5905 Events Committee | \$ 1,800.00 | \$ 1,500.00 |
| 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 | \$ 3,000.00 |
| 5935 Trunk or Treat | \$ 2,700.00 | \$ 2,500.00 Grant |
| 5940 Marlboro Day | \$ 5,400.00 | \$ 8,400.00 Grant |
| 5945 Old Crain Hwy Centennial | \$ - | \$ - |
| 5950 Happy Leaf Festival | \$ 1,800.00 | \$ - |
| 5955 Winter Holiday | \$ 2,700.00 | \$ 2,500.00 Grant |

| | | |
|--------------------------------------|----------------------|----------------------|
| Total 5900 GG Committee Expenses | \$ 20,700.00 | \$ - |
| Total 5000 General Government | \$ 862,980.00 | \$ 718,500.00 |

04 - 05 - 2024

| | | |
|--------------------------------------|---------------|---------------|
| 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 Salaries | \$ 409,943.00 | \$ 360,000.00 |
| 6111 PS Overtime | \$ 23,000.00 | \$ 26,000.00 |
| 6112 PS Bonus | \$ 8,000.00 | \$ 6,400.00 |
| 6120 PS FICA | \$ 36,500.00 | \$ 35,000.00 |
| 6130 PS Health Benefits | \$ 33,500.00 | \$ 35,000.00 |
| 6150 PS Pension Benefits | \$ 27,000.00 | \$ 28,000.00 |
| 6200 PS Uniforms | \$ 4,500.00 | \$ 4,500.00 |
| 6210 PS Weapons & Duty Equipment | \$ 18,000.00 | \$ 15,000.00 |
| 6220 PS Training & Membership | \$ 2,000.00 | \$ 2,000.00 |
| 6230 PS Pre Employment | \$ 3,500.00 | \$ 3,000.00 |
| 6260 PS Mobile Phone | \$ 9,000.00 | \$ 4,000.00 |

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| | | |
|--|----------------------|------------------------|
| 6270 PS Supplies | \$ 1,500.00 | \$ 6,000.00 |
| 6300 PS Professional Services | \$ 19,000.00 | \$ 19,000.00 |
| 6400 PS Occupancy | \$ 6,500.00 | \$ 6,500.00 |
| 6500 PS General Supplies | \$ 3,500.00 | \$ - |
| 6700 PS Vehicle Repairs | \$ 15,000.00 | \$ 10,000.00 |
| 6710 PS Vehicle Fuel | \$ 20,000.00 | \$ 20,000.00 |
| 6720 PS Insurance | \$ 10,000.00 | \$ 17,000.00 |
| 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 | \$ 93,000.00 |
| 6854 PS Speed Camera FICA and Benefits | \$ 11,100.00 | \$ 27,000.00 |
| 6855 PS Speed Camera Occupancy | \$ 6,450.00 | \$ 6,000.00 |
| 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 | \$ 1,000.00 |
| 6862 PS Speed Camera Mobile Technology | \$ 3,000.00 | \$ 1,500.00 |
| 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 | \$ 342,637.00 | \$ - |
| 6900 PS GOCCP Police State Aid | \$ - | \$ - |
| Total 6000 Public Safety | \$ 998,580.00 | \$ 1,008,600.00 |

| | | |
|---------------------------------------|---------------|---------------|
| 7000 Public Works | | |
| 7110 PW Salaries | \$ 262,360.00 | \$ 253,000.00 |
| 7111 PW Overtime | \$ 8,000.00 | \$ 9,000.00 |
| 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 | \$ 60,000.00 |
| 7150 PW Pension Benefits | \$ 17,400.00 | \$ 28,000.00 |
| 7240 Public Works Operating | | |
| 7210 PW Waste Collection Disposal Fee | \$ 5,000.00 | \$ 5,000.00 |
| 7220 PW Waste Disposal Contractor | \$ 57,000.00 | \$ 67,000.00 |
| 7230 PW Recycling | \$ 10,000.00 | \$ - |

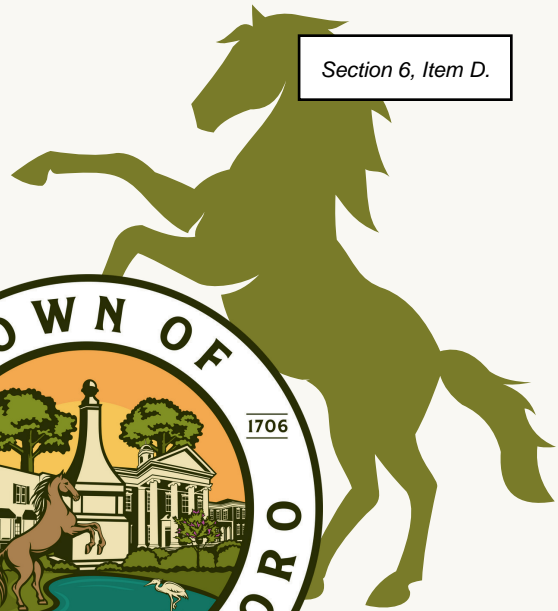
| | | |
|---------------------------------------|----------------------|----------------------|
| 7250 PW Maint/Repairs/Beautification | \$ 18,000.00 | \$ 18,000.00 |
| 7251 PW Christmas Decor | \$ 3,000.00 | \$ - |
| 7260 PW Training & Memberships - Dues | \$ 3,800.00 | \$ 4,000.00 |
| 7270 PW Other | \$ 3,000.00 | \$ 3,000.00 |
| 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 | \$ 6,000.00 |
| 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 | \$ 20,000.00 |
| 7400 PW Streetlight Electricity | \$ 24,000.00 | \$ 27,000.00 |
| 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 | \$ - |
| Total 7000 Public Works | \$ 560,660.00 | \$ 587,400.00 |

| | | |
|----------------------------|-----------------|---------------|
| 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 | \$ 500,000.00 | \$ 356,000.00 |
| 8710 Park Upgrades | \$ 305,000.00 | \$ 425,000.00 |
| 8730 Misc Grants | \$ 20,000.00 | \$ 84,000.00 |
| 8740 Open Space Grant | \$ 500,000.00 | \$ - |
| Total 8000 Grants & Awards | \$ 1,915,000.00 | \$ - |

| | | |
|-----------------------------------|----------------------|------------------------|
| 9000 Capital Outlays | | |
| 9009 Road Improvements | \$ 25,000.00 | \$ - |
| 9010 PS Debt Service | \$ 32,500.00 | \$ - |
| 9020 PW Debt Service | \$ 31,500.00 | \$ 43,801.00 |
| 9030 PW Capital Outlay | \$ 23,000.00 | \$ 57,500.00 |
| 9050 Annexation | \$ - | \$ - |
| Total 9000 Capital Outlays | \$ 112,000.00 | \$ 1,516,301.00 |

| | | |
|-----------------------|------------------------|------------------------|
| Total Expenses | \$ 4,449,220.00 | \$ 3,830,801.00 |
|-----------------------|------------------------|------------------------|

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Town of Upper Marlboro Operating Budget 2025



Town of Upper Marlboro

Operating Budget 2025



Board of Commissioners

- Sarah Franklin, President / Mayor
- Derrick Brooks, Commissioner
- Charles Colbert, Commissioner
- Karen Lott, Commissioner
- Alma Prevatte, Commissioner



Administration

- David Burse, Police Chief
- Darnell Bond, Public Works Director
- Carol Richardson, Town Administrator
- John Hoatson, Town Clerk



Town Staff

General Government:

Administrative Assistant
Lucy Wade

Events Coordinator
Lisa Armstead

Special Assistant
Aiden Thomas

Public Safety:

Corporal
Sam Irby

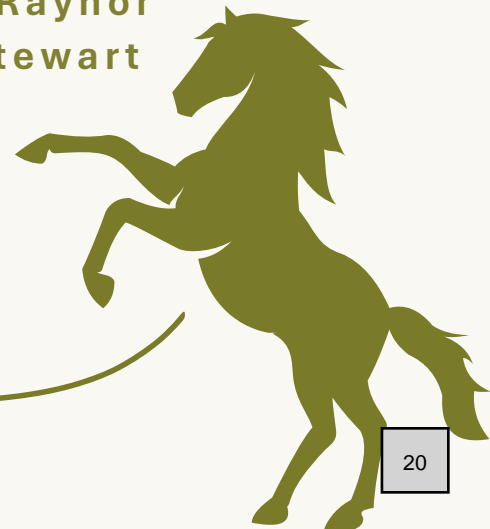
Private First Class
Terrence Anderson

Code Compliance / Parking
Ukkundo'Oohwaka

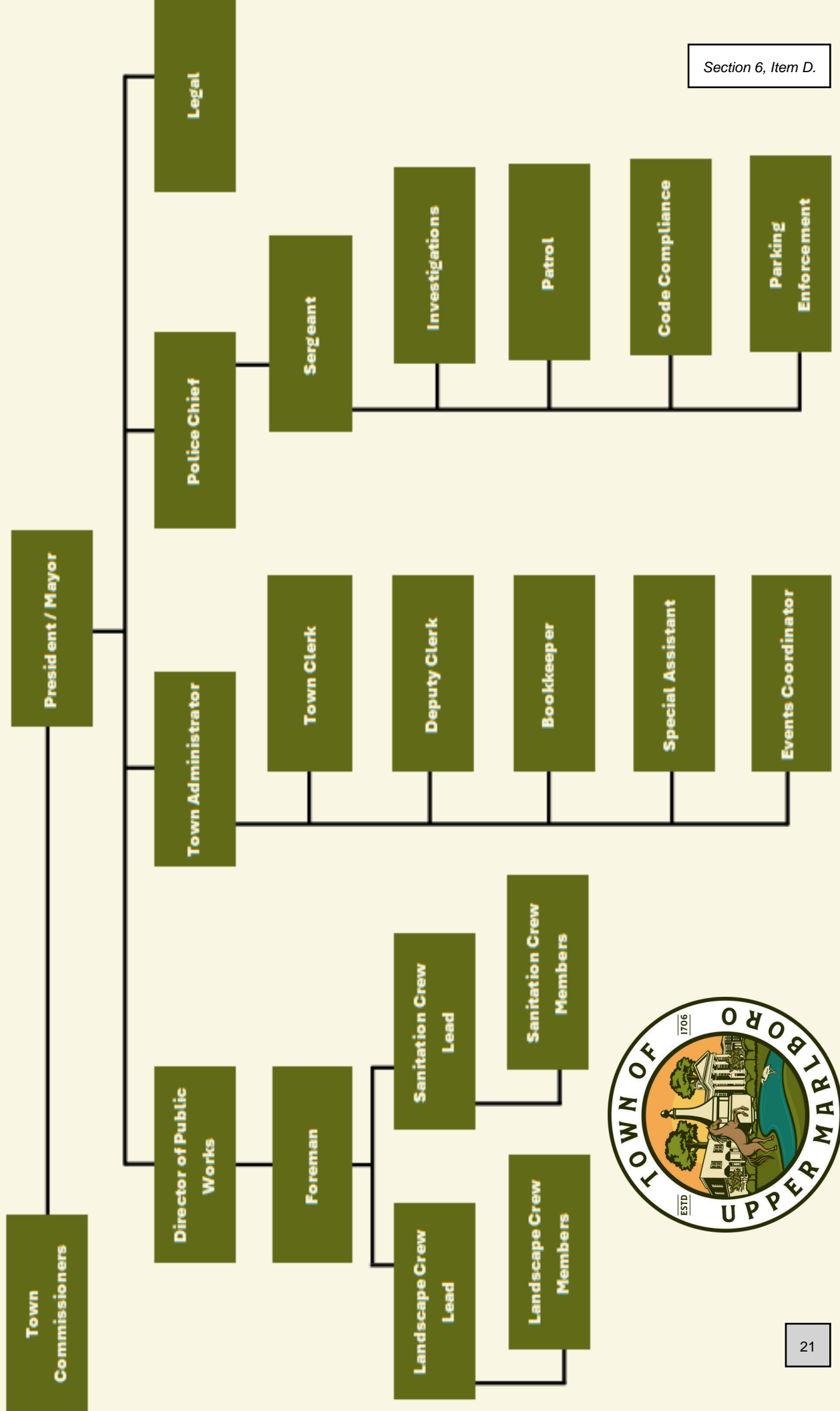
Public Works:

Foreman
Matthew Sheckels

Crew Members
Theran Raynor
Tyler Stewart



Town of Upper Marlboro Organizational Chart



Town of Upper Marlboro Personnel Schedule Full Time Equivalent

| <u>General Government</u> | Budget FY 24 | Budget FY25 |
|----------------------------|--------------|-------------|
| Town Administrator | 1 | 1 |
| Town Clerk | 1 | 1 |
| Deputy Clerk / Admin Asst. | 1 | 1 |
| Bookkeeper / Admin Asst. | 1 | 1 |
| Events Coordinator | 0.5 | 0.5 |
| Grant Writer | 0.5 | 0.5 |
| Student | 0.5 | 0.5 |
| General Government | 5.5 | 5.5 |

| <u>Public Safety</u> | Budget FY 24 | Budget FY25 |
|----------------------------|--------------|-------------|
| Chief of Police | 1 | 1 |
| Police Sergeant | 1 | 1 |
| Patrol Corporal | 2 | 2 |
| Patrol Officer | 1 | 1 |
| Investigations / Detective | 1 | 1 |
| Code Compliance / Parking | 1 | 1 |
| Total Public Safety | 7 | 7 |

| <u>Public Works</u> | Budget FY 24 | Budget FY25 |
|---------------------------|--------------|-------------|
| Director | 1 | 1 |
| Foreman | 1 | 1 |
| Crew Lead | 1 | 1 |
| Crew Member(s) | 2 | 2 |
| Total Public Works | 5 | 5 |

| | | |
|---------------------------------|-------------|-------------|
| Total Town Positions FTE | 17.5 | 17.5 |
|---------------------------------|-------------|-------------|

DRAFT



Town of Upper Marlboro History

The Town of Upper Marlboro was founded on Piscataway lands. The Piscataway people continue to live in and around the land we now call Upper Marlboro. Around 1695, the Town was settled by colonial peoples and named after the first Duke of Marlborough. At that time the Western Branch was still navigable by boat, and this established the Town as a port Town for the import and export of tobacco and enslaved labor among other commodities of the time.

Prior to 1706 the area was known as “Colonel Belt’s Landing”. It was renamed “Marlborough” in 1706, when the Maryland General Assembly officially chose it as a site for a new Town in the County. In 1721, the courthouse was located in Upper Marlboro, making it the seat of Prince George’s County government. Throughout the eighteenth century, Marlborough was the geographic and population center of the County. After the Town was seized by the British during the War of 1812, British Officers conscripted Dr. William Beans’ home on Elm Street as their headquarters on the way to attack Washington D.C.

The Town became known as “Upper” Marlborough to distinguish it from the Calvert County “Lower” Marlborough. The name changed over time, the local favorite story of this change is that a postal clerk was given a new, smaller rubber stamp, and to make the name fit they removed the “ugh”. Whatever the source of the change, the Town began to be known as Upper Marlboro in 1893.

In 1927 Crain Highway officially opened. This road, which is now known as Old Crain Highway (as it has been replaced by Rte. 301) created the first connection between Southern Maryland and Baltimore. In 1922, one hundred years ago this year, a monument was built to celebrate this connection. At the intersection of Old Crain Highway, Main Street, and Old Marlborough Pike sits the Crain Monument, welcoming people to Upper Marlboro. In 2022, the Town hosted delegations from Anne Arundle County, Calvert County, Charles County, Prince George’s County and St. Mary’s County to celebrate the centennial of the Monument’s construction. When first built in 1922, the monument was a symbol of connection and progress for transportation and commerce in the state of Maryland. During the Jim Crow era the Town was known as a “sundown town,” a predominately white area that discriminated and inflicted violence against Black residents and visitors. Despite being home to the first school for African Americans in the County, Frederick Douglass Junior/Senior High School, the Town remained highly segregated. When the Civil Rights act of 1964 ended and the Town residents engaged in fairly peaceful integration of local schools. However, the leadership resisted change and the community pool was filled in rather than desegregated.

Town of Upper Marlboro History

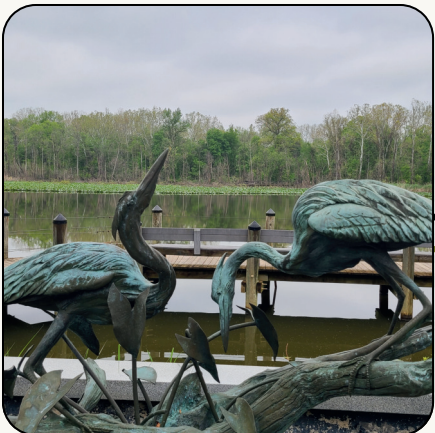
During this time and beyond the Town was also home to St. Mary's Beneficial Society. The Hall, located on Pratt Street and still standing today served as a meeting place, social and political center, and house of worship for the African American community of Upper Marlboro. This was surrounded by a thriving hub of economic and social life for African Americans in Upper Marlboro.

Downtown Upper Marlboro has historically been a vibrant center of community life. It once played host to a bowling alley, a general store, several restaurants, and a gathering place for local youth. Many of the original buildings have been lost to time but there are still some anchoring historic buildings to guide future redevelopment in a historically relevant context.

During the 19th and 20th centuries the Town played host to horse racing at the Showplace Arena and Equestrian Center. Prince George's County and the Maryland National Capital Park and Planning Commission have been revitalizing this resource in recent years. The Arena has played host to the Capital Challenge Horse show for 30 years, and BEST Horse Show Series for many years. More recently, the Washington International Horse Show and the Bill Pickett Rodeo have been hosted in Upper Marlboro.

Upper Marlboro has been home to several prominent and influential sports stars, Maryland politicians, and clergy members. In 2018 the Town swore in first Black Elected Officials, Tonga Turner, and Wanda Leonard. Commissioner Turner was selected by the Board to serve as the Board's President and Town's first Black President/Mayor. This new board oversaw the Town's first expansion of its boundaries in 2020 to include the Annexation of the Show Place Arena.

In 2023 the Town adopted a new logo, using the Crain Monument as a focal point. The logo also features other nods to the Town's history including a horse, the courthouse, and one of the historic facades of a downtown business. It shows the Town's connection to the environment and the rural tier through the depiction of Schoolhouse pond with a heron at the water's edge.





Existing Conditions



Fiscal Year 2025 Budget





Board Priorities



Fiscal Year 2025 Budget

The Board of Commissioners met on February 3, 2024, to discuss priorities for the upcoming budget year. The discussion solidified into three major priorities.

1. Economic Development & Sustainability

The Board of Commissioners wishes to begin implementation of the Downtown Renaissance Vision Plan. Commissioners would like to see improved marketing of the Town. New and more varied restaurants with healthy options and evening and weekend hours are a goal for downtown. The Board would like to see the increased tax base that comes with economic vitality and grant opportunities directed to improvements in downtown property that is both privately and publicly owned. The Town would like to position itself to purchase vacant properties as they become available to ensure that the community has a say in the design and development of these properties.

2. Resident Services & Community Engagement

The Board of Commissioners wants to focus on quality-of-life improvements and events for resident and increase community engagement. The Board would like to survey residents to find out what activities would encourage them to get more involved. Building a more robust youth engagement and volunteer base is important to this board.

3. Infrastructure & Beautification

The Board of Commissioner would like to see improvements to road and parking infrastructure. The Commissioners would like to increase litter pick up and address substantial collections of garbage that can build up and spread around during weather events. Flooding residency is important to the free flow of traffic in the area and working with the state and county to ensure infrastructure upgrades are important to the Board.





Introduction



Fiscal Year 2025 Budget

Welcome to Fiscal Year 2025 Budget for the Town of Upper Marlboro!

Budgets are a **PLAN** for the coming year. The Town of Upper Marlboro wants you as a Town resident or business owner to understand where your tax dollars are going and what sources of income are funding the services that are not covered by property tax dollars. We hope you will engage with this document to better understand the Government of the Town of Upper Marlboro. The Town’s residents should have the tools that they need to not only see what the budget is but to understand it.

Here is where to find what you are looking for:

Background Data: A summary of Town History and Demographic Data.

Goals: Shared goals set forth by the Board of Commissioners in February 2024.

How to use this document: Confused about the budget being a book? Head straight here to learn how to find all the information you need.

Operating Budget: Day-to-Day running and functioning of the three departments of Upper Marlboro’s Town Government. Includes information on revenue sources and expenses.

Capital Improvement Plan (CIP): Large expenditures that are multi-year investments. Includes current year expenses and planned expenses for a five-year period.

Citizen Engagement and FAQs: How were citizens invited to participate, and what questions came up in that process.



The Town’s Operating Budget is an accounting of the revenues and expenses that allow for the running of a Town. The Town is responsible for creating a balanced budget. Upper Marlboro’s FY 2024 operating budget is broken into the following sections:

Revenues – This section includes all sources of income that allow for the day-to-day operating of Town business. This includes taxes, fees, grants, Intergovernmental funds, and other money.

Expenses – These are broken down into the following five categories:

General Government Expenses – This section includes the expenses of the day-to-day operation of government administration. This includes the office of the Board of Commissioners and Town Administration. This department provides the basic services, advocacy, and oversight.

Committee Expenses & Town Events – The Town has several committees that provide services including community building events, administration of grants and programs, community gardens, preservation of history, and the promotion of art and sustainability in Upper Marlboro.

Public Safety – The public safety department incorporates the Police Department and Code Compliance. This department works to keep Town residents along with their homes safe by enforcing the laws of the state, county, and town.

Public Works – the public works department incorporates beautification, road maintenance, trash & recycling, and storm response. Storm response includes not only snow plowing and sidewalk clearing but also flood response and limb & debris removal resulting from severe weather.

Transfer From Reserves To Capital Improvements Program (CIP) Budget – This is the amount of money that the Town puts forward to fund capital improvement projects from its annual revenues (which are part of the operating budget). The CIP is a separate budget and is explained in detail in its own section.

Each of these sections of the Operating Budget are detailed in their own section, including a narrative explaining their function and the costs.

Introduction





Revenues



Fiscal Year 2025 Budget





Expenses



Fiscal Year 2025 Budget





General Government



Fiscal Year 2025 Budget

Services provided by the general government include citizen engagement, stakeholder identification and engagement, identification of community needs, resolution of concerns, intergovernmental relations, administration of grants, administration of town financials, running of elections, maintenance of Town's files and legal obligations, managing the Town's events, and oversight of Town's Committees.

The General Government staff is made up of the following positions: Town Administrator, Town Clerk, Administrative Assistant, Events Coordinator, Student Special Assistant, Grant Writer – Circuit Rider, Special Projects – Circuit Rider.

In addition to the above positions, the Town is participating in the Marland Town Manager/Circuit Rider Program (Maryland Department of Housing and Community Development) which assists small town and city governments with building their administrative capacity. The program provides grants to hire professional staff to work as a “circuit rider” to multiple towns assisting with specific municipal functions and activities. An additional staff person who will oversee special projects will be available through this program for one year beginning in April 2024. A prior grant through this same program funds a grant writer through September 2024.

The General Government is housed at Town Hall along with the Police Department. There are five offices for staff, as well as one office for the five Town Commissioners, and a Conference Room, that can hold up to 39 people seated. The Town is rapidly outgrowing this newly built Town Hall.

It is essential that the Town begin to plan for the expansion of Town Hall or the relocation of the Police Department to free up additional office space at Town Hall. While this is not part of the FY 23 budget the Capital Improvement Plan (CIP) includes new spaces for Public Works and the Police Department in future years to free up more space for General Government at Town Hall.

Changing times also require improved security upgrades to Town Hall, which can be found budgeted for in the CIP



General Government Budget





Public Safety



Fiscal Year 2025 Budget

The Department of Public Safety comprises:

- Police Department
- Parking Authority
- Code Compliance

This department keeps us safe, ensures compliance with Town codes, and ensures our laws are followed. Our public safety department has been re-built from the ground up over the last five years. The Town's department is able to provide coverage for five eight hour shifts throughout the week in addition to coverage for special events.

The police department is currently housed with General Government Staff in Town Hall. As noted in the section on General Government the Town is approaching capacity at this relatively new building. The introduction of the Town's Speed Cameras is a self-sustaining program with the intent to slow traffic and improve pedestrian safety within our Town. It is important to note that Speed and Red-Light Camera enforcement program does not fund any items in the Town's Operating Budget due to the legal requirements of the program.



Public Safety Budget





Public Works



Fiscal Year 2025 Budget

The Public Works department maintains the Town's public spaces, keeping them clean and beautiful. They are essential in the execution of Town events, setting up, maintaining the event space, and assisting police with road closures as needed.

The services provided by the public works department include:

Trash, Bulk Trash, and Yard Waste Collection

Beautification of Town Properties and Rights-of-Way

Snow Removal

Road Maintenance

Emergency Response

Natural Disaster Response

Event Support

The Department of Public Works is housed on a 20,691 square foot lot with a three-bay garage and a small office building that has space for one office, a restroom, and room for three adults to sit down.

This five-member team is extremely cramped in the current office. The size of the public works lot is such that once a truck has been outfitted with a plow and salt spreader it can no longer turn around. The garage bays are not adequate to store the necessary equipment for maintaining and beautifying the town.



Public Works Budget





Capital Improvement



Fiscal Year 2025 Budget

A Capital Improvements Plan (CIP) allows a Town to plan its future investments, anticipate needs, set goals and secure funding to help support those goals. This CIP accounts for the Town's vehicle replacement schedule, road maintenance schedule, and infrastructure investments within the Town's current boundaries.

Annexation and Economic Development are part of the Town's future this FY24 CIP provides a plan that anticipates needs associated with these elements. Investments in Economic Development include parking and road improvements, park improvements and development, and the Façade Improvement Program. Annexation planning includes plans for new locations for the public works and police departments, equipment with a higher capacity than existing for public works, and investments in security improvements. A Capital Improvement Plan is essential for the Town to maintain a responsible, long-range planning for the future.

While the Town's FY25 finances do not allow meeting the Town's infrastructure needs over the next year the Town has continued to seek out grants to assist with funding. The Town is focused on both infill and geographic growth with a focus on downtown economic revitalization.

Re-design, engineering, and paving of Town Roads.

Park, trail, and parking investments that support economic development.

Investments in downtown through partnering with State and County Agencies.



Capital Improvement Budget





Citizen Engagement



Fiscal Year 2025 Budget



TOWN OF UPPER MARLBORO BUDGET CALENDAR PUBLIC ENGAGEMENT DATES

| | |
|---|--|
| TUESDAY, MARCH 12, 2024 | TUESDAY, APRIL 23, 2024 |
| <p>Board Work Session Anticipated Revenue, Expenses & Departmental & CIP Discussion 7:00 PM</p> | <p>Regular Town Meeting Introduce Budget Ordinance & Public Comment 7:00 PM</p> |
| TUESDAY, MARCH 26, 2024 | TUESDAY, MAY 14, 2024 |
| <p>Regular Town Meeting Public Comment - Proposed Town Tax Rate Hearing If Applicable 7:00 PM</p> | <p>Board Work Session Discuss Budget Ordinance & Public Comment 7:00 PM</p> |
| TUESDAY, APRIL 9, 2024 | TUESDAY, MAY 28, 2024 |
| <p>Board Work Session Draft Budget Ordinance & Budget Book 7:00 PM</p> | <p>Regular Town Meeting Approval of Budget Ordinance & Budget Book 7:00 PM</p> |

Public comment will be taken regarding the budget during these meetings

****Stay Tuned, More Dates To Come****

All Meetings Conducted At Town Hall: 14211 School Lane

Questions: 301-627-6905
info@uppermarlbormd.gov

The budget development process followed this schedule: The Board of Commissioners held a special meeting on February 3rd to kickoff the budget season and invited residents to bring their priorities to the board for inclusion in the process. All meetings were announced to the public via constant contact emails, on the Town’s website. The budget process and meeting dates were announced twice a month through the nextdoor social media platform.

The Town has promoted its “virtual comment box” online for residents to provide comments on the budget or any other issue they are having.

The Board of Commissioners held a Community Conversation on the Budget Topic at the Town’s Community Playground on April 13th, 2024.

This budget book and ordinance were made available for the public to review and comment online in the meeting packets from _____.



1. How are residential taxes spent? What am I getting for the money that I pay to the Town?

The graphs below illustrate how tax dollars are spent.

<insert new text and chart>

2. Can we look at the level of the homestead tax credit? Are some residents paying a higher tax rate than others because of it?

The Homestead Tax Credit incentivizes home ownership in the Town and State. Town residents receive a benefit of \$42,000 in homestead tax credits on their property tax bill. The Town will be doing public outreach to let residents know of this way to lower their property taxes. Increasing pressure on the rental market and a trend of converting residential units into rental housing, from which the Town is not immune, make this lost revenue an investment in the Town’s long-term health.

3. Why do we need to increase taxes? How come taxes are going up so quickly?

The Town of Upper Marlboro has not increased taxes over the years to keep up with the increasing cost of providing services. In 2020, the Town board of Commissioners recognized the need to increase taxes to continue providing the high level of municipal services they are used to.

At that time, a target rate of \$0.38 per \$100 of assessed value was set. Due to the Covid-19 pandemic and the economic uncertainty around that the Board of Commissioners established a step plan to increase the rate gradually over a three-year period to achieve the target tax rate.

Please see the section for the April 2021 Tax rate increase presentation that explains the need and process in detail.

4. We have the lowest tax rate of municipalities in the County, why can't we keep this status?

While we have historically had the lowest tax rate among municipalities, this has been a sign of problematic policies in the past. Several municipalities that have a higher tax rate do not have Public Safety departments. To keep up with the increasing costs of providing services and have a public safety department that is current with all new regulations the Town needs to increase revenue. While the Town is seeking creative ways to do it, it is also necessary to increase taxes to keep up with the cost of providing services. To stay as the lowest tax rate for a municipality in Prince George's County the Town would need to eliminate existing services. This would go against the desires of the community.

5. I am already paying thousands of dollars of taxes to the Town.

Town taxes are only a portion of your tax bill. Residents pay thousands of dollars in County taxes each year, but most residents of Upper Marlboro pay between \$750 and \$950 in taxes to the Town each year. The following table shows what part of your tax bill goes to County taxes and what part goes to Town taxes.

<insert new chart>

*This is not the price you could get for your home, but the value the County assesses your home at. You can find this information at: <http://taxinquiry.princegeorgescountymd.gov/> or <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>

Citizen Engagement



Appendix



Fiscal Year 2025 Budget

Appendix

Setting Budget Calendar

Ordinance 2024-01: FY 2025 Budget

Explanation of Line Items

Town of Upper Marlboro Tax Presentation

