



Town of Upper Marlboro

REGULAR TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, February 25, 2025 at 7:00 PM

AGENDA

This meeting will be conducted at the Town Hall and online via Zoom Video Teleconference:
<https://uppermarlboromd-gov.zoom.us/j/88605465733?pwd=lbLHGCpRO1PvbEIE5aFV3vn6cUSMhk.1>
Passcode: 218230; **Webinar ID:** 886 0546 5733; **Dial-in only:** 301-715-8592

REGULAR TOWN MEETING AGENDA: 7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Consent Agenda**
 - A. Meeting Minutes
 - B. Financial Report
 - C. Public Safety Report
 - D. Public Works Report
 - E. General Government Report
6. **Business**

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

 - A. FY 2026 Budget Listening Session (Public Comment)
 - B. FY 2025 Budget Amendments (Board Discussion)
 - C. 01-2025 Charter Amendment: § 82-32 (Board Vacancies) (Introduction)
 - D. Employee Handbook Update (Random Drug Test Policy) (Board Vote)
 - E. Trinity Church Parking Lot Agreement (Board Discussion)
7. **Administrative Updates**
8. **Public Comment**

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

PUBLIC COMMENT PROCEDURES

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

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

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

Citizen Input:

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

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

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

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



Town of Upper Marlboro

BOARD OF TOWN COMMISSIONERS WORK SESSION

Online (Zoom)

Tuesday, February 11, 2025 at 7:00 PM

MINUTES

This meeting will be conducted online via Zoom Video Teleconference.

<https://uppermarlboromd-gov.zoom.us/j/86847876643?pwd=4GcCOWdb8ADEAdSfg9Akf6lWoNxYBZ.1> **Webinar ID:**
868 4787 6643; **Passcode:** 404232; **Audio Dial-in only:** 301 715 8592

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

NOTICE OF CLOSED SESSION:

Tuesday, February 11, 2025

Following Board Work Session | 7:00 PM | Online

Pursuant to **Maryland Annotated Code, General Provisions Article 3-305(b) (1)** "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals", The Board of Commissioners proposes to go into Closed Session following the Board Work Session on Tuesday, February 11th, 2025, 7:00 PM to discuss a personnel matter.

WORK SESSION AGENDA: 7:00 PM

1. **Call to Order – 7:12 PM**
2. **Roll Call – Commissioner Lott Joins Later**
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Business**
 - A. FY 2025-2026 Budget Listening Session (Public Comment) **(8:15)**
 - B. FY 2025-2026 Budget Amendments (Board Discussion) **(17:06)**
 - C. Charter Updates (Board Discussion) **(44:47)**
 - D. Essential Employee Status/Compensation (Board Discussion) **(tabled)**
 - E. Employee Handbook Update (Department Head Discussion) **(1:18:04)**
 - F. Trinity Church Parking Lot Agreement (Board Discussion) **(1:24:02)**
6. **Administrative Updates (1:26:42)**
7. **Preliminary Approval of Next Meeting Agenda (1:29:45)**
8. **Motion to go into a Closed Session**

Motion was made by Commissioner Lott to go into a Closed Session

Motion was seconded by Commissioner Prevatte

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye



Town of Upper Marlboro

CHARTER REVIEW STUDY/WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Saturday, February 08, 2025 at 10:00 AM

MINUTES

This meeting will be conducted at the Town Hall and online via Zoom Video Teleconference.
<https://uppermarlbormd-gov.zoom.us/j/86847876643?pwd=4GcCOWdb8ADEAdSfg9Akf6IW0NxBZ.1>

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

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

WORK SESSION AGENDA: 10:00 AM

1. **Call to Order** – 10:00 PM
2. **Roll Call** – Commissioner Colbert joins later
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Public Comment Period (3 Minutes Per Resident) (2:35)**
6. **Business**
 - A. Town Charter Review (Board Discussion) (8:02)
7. **Adjournment**

Motion was made by Commissioner Prevatte to adjourn the meeting
Motion was seconded by Commissioner Brooks
Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Aye



Town of Upper Marlboro

REGULAR TOWN MEETING

14211 School Lane, Upper Marlboro, Maryland 20772

Tuesday, January 28, 2025 at 7:00 PM

MINUTES

This meeting will be conducted at the Town Hall and online via Zoom Video Teleconference:
<https://uppermarlboromd-gov.zoom.us/j/88605465733?pwd=IbLHGCPRO1PvbEIE5aFV3vn6cUSMhk.1>

Passcode: 218230; **Webinar ID:** 886 0546 5733; **Dial-in only:** 301-715-8592

REGULAR TOWN MEETING AGENDA: 7:00 PM

1. **Call to Order** – 7:00 PM
2. **Roll Call** – Commissioner Prevatte Absent, Commissioner Brooks joins later
3. **Pledge of Allegiance**
4. **Review of Agenda**
5. **Consent Agenda (2:09)**
 - A. Meeting Minutes
 - B. Financial Report
 - C. Public Safety Report
 - D. Public Works Report
 - E. General Government Report

Motion was made by Commissioner Lott to approve the Consent Agenda

Motion was seconded by Commissioner Colbert

Franklin, Aye | Brooks, Absent | Colbert, Aye | Lott, Aye | Prevatte, Absent

6. **Business**

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

- A. FY 2025-2026 Budget (Listening Session) **(3:40)**
- B. Charter Review (Listening Session) **(7:50)**
- C. Calendar Review and Approval (Board Discussion) **(9:32)**
- D. RFP & RFQ Review (Human Resources and Accounting) (Board Discussion) **(26:34)**
7. **Administrative Updates (54:10)**
8. **Public Comment (57:47)**
For items not necessarily on the immediate agenda (3 minutes per item)
9. **Preliminary Approval of Next Meeting Agenda (58:10)**
10. **Adjournment**

Motion was made by Commissioner Lott to approve the Consent Agenda

Motion was seconded by Commissioner Colbert

Franklin, Aye | Brooks, Aye | Colbert, Aye | Lott, Aye | Prevatte, Absent



Town of Upper Marlboro

Town Hall, 14211 School Lane Tel: (301) 627-6905 info@uppermarlboromd.gov
Upper Marlboro, MD 20772 Fax: (301) 627-2080 www.uppermarlboromd.gov
Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

Town of Upper Marlboro January 2025 Treasurer's Report Budget vs. Actuals: FY25 July 2024 - July 2025

Key Monthly Items

- 1. Financials through January, the start of the 2nd half of the fiscal year.
- 2. YTD activity reflects a net gain of approximately 820K
- 3. Cash balance is approximately 10 months of operating spending(excludes grant or reimbursable spendi

Bank Accounts	
1000 Checking Account (Premis) 6968	250,000
1001 Petty Cash	
1010 Payroll Account (Premis) 6976	23,902
1020 ICS Sweep Account	52,893
1040 Parking Meter Checking (M&T) 0032	40,943
1045 Speed & Red Light (M&T) 0013	220,555
1140 MLGIP (MM)	1,540,479
Total Bank Accounts	\$ 2,128,772



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Town of Upper Marlboro January 2025 Treasurer's Report Budget vs. Actuals: FY24 Budget July 2024 - June 2025

	Total		
	ACTUAL	ADOPTED BUDGET	OVER (UNDER) BUDGET
Income			
Revenue			
4000 Property Taxes	1,468,251	1,508,220	(39,969)
4200 Fines, Licenses, Permits	505,645	687,500	(181,855)
4300 Intergovernmental	16,204	56,000	(39,796)
4400 Miscellaneous Revenue	16,899	296,500	(279,601)
4500 Grants	160,993	1,901,000	(1,740,007)
Total Revenue	\$ 2,167,992	\$ 4,449,220	\$ (2,281,228)
Expenses			
5000 General Government	369,674	862,980	(493,306)
6000 Public Safety	487,206	998,580	(511,374)
7000 Public Works	307,771	560,660	(252,889)
8000 Grants & Awards	142,187	1,915,000	(1,772,813)
9000 Capital Outlays	40,353	112,000	(71,647)
Total Expenses	\$ 1,347,191	\$ 4,449,220	\$ (3,102,029)
NET INCOME	\$ 820,801	\$ -	\$ 820,801



David A. Burse
Chief of Police

Town of Upper Marlboro Police Department

14211 School Lane, Upper Marlboro, Maryland 20772 Tel: (301) 627-6905

For ALL Police Calls dial 911 or the Non-Emergency number at 301-352-1200

Police Reports can be obtained In-Person or By Mail for a fee of \$10.00 at the Prince George's County Police Records Division located at 4923 43rd Avenue, 3rd Floor Hyattsville, Maryland 20781. Phone: 301-985-3638

Monthly Town Police Department Report For the Month of January 2025

Incidents Reported in Town:

Vehicle Accident 1	Assist Fire EMS 1	Commercial Alarm 2
Property Damage 6	Theft from Auto 1	Injured Person 2
Traffic Complaint 1	Check Welfare 3	Animal Complaint 2
Fraud Call 1	Theft Call 1	Domestic Call 2
Unknown Trouble 1		

Total calls responded by: Upper Marlboro Police 8 & Prince George's County Police 16

Chief Burse participated in the Prince George's Chiefs Association meeting.

Sgt. Dawson, Cpl. Irby, and Pfc. Anderson conducted high visibility patrols throughout the Town.

Chief Burse participated in the weekly Prince George's County Police Crime meeting.

Chief Burse participated in the weekly Conduent meeting.

Chief Burse participated in the monthly Coffee with a Cop meeting.

Chief Burse participated in the Maryland Chief's Meeting.

Chief Burse participated in the Division 2 CSA 23 Coffee Club Meeting.



Date: Thursday, February 20, 2025

Subject: Public Works' Monthly Report

RE: January 2025

Public Works Related

- PWD uploaded and approved bills for PW assigned in Bill.com.
- Payroll processing and review.
- PWD & Foreman fielded questions from dealership and worked on final documents. Vehicles delivered late January.
- PWD assisted with adding leased property to LGIT inventory.
- PWD created winter / spring operations priority list.

Maintenance and Beautification

- PWC removed Christmas decorations from various locations around town.
- PWD Paused asset inventory to focus on snow operations.
- PWC fixed various issues with snow equipment ahead of large scale winter event.
- PWC received wayfinding signage from Econo Signs.
- Truck 216 had transmission replaced.
- PWC worked large scale snow event with multiple road treatments over the course of a week due to continuous frigid temps.
- Truck 003 had salt spreader wiring harness installed to run the largest spreader we have for any future large scale events.

Street and Sidewalk / Mead & Hunt Update

- PWC performed storm drain checks and clearing of leaves and debris ahead of storm.
- PWC pretreated all town owned roads and sidewalks ahead of multiple winter weather events.
- Mayor Franklin, TA Anderson, and I met with Superintendent House to discuss School and Wilson Ln project.
- PWC conducted litter patrols around Town.

Playground and Splash Pad Phase II Update: Mandatory referral submission has been approved, we are now under technical approval. There are only a few loose ends to tie in.

Refuse Accumulations

- There were no dump body rentals for the month.
- Bulk day refuse totals for items to landfill were 4.07 tons.
- Yard waste totals for items to MES were 0.39 tons.

Sincerely,
Darnell F. Bond / Director of Public Works



MEMORANDUM

To: Board of Town Commissioners

From: Clayton A. Anderson, Town Administrator

Date: February 25, 2025

Re: 2024 Monthly General Government Report

Below is the update on some of the projects and statistics from the Town of Upper Marlboro General Government has undertaken in January 2025.

Major Projects Underway	
Reports	<ul style="list-style-type: none">• Maryland State Retirement Association report• DHCD CL-2023-00429• DHCD CL-2022-00410
Community Engagement	<ul style="list-style-type: none">• Charter Amendment work session scheduled• Town registered with two media outlets to notify of closures• Property Standards Review sent to residents
Volunteer Committee Participation	<ul style="list-style-type: none">• The Town hosted the volunteer appreciation luncheon• The event was attended by 24 current members or interested volunteers
Maryland legislative session	<ul style="list-style-type: none">• Legislative session bill review• HB 0279 Annexation Resolution bill review• SB0035- Municipal Employees Continuing education for Finance Officers bill review• Met with Senator Brooks to discuss eminent domain legislation SB 189• Judicial Procedures hearing SB 292 (probable cause for vehicle stops)• Strategized with Greenwill on legislative matters



Stone Building	<ul style="list-style-type: none"> • The County granted access to the Stone Building
Budget	<ul style="list-style-type: none"> • Drafted a budget request letter to the Prince Georges County Executive • Processed Personal Property Taxes • Processed Utility Certifications
ADP	<ul style="list-style-type: none"> • Upgraded the town's ADP system to enhance Payroll
Grant Updates	<ul style="list-style-type: none"> • Façade Improvement payment processed for \$20,000.00 • Bond bill reimbursement request processing for \$175,000.00 • Attended Main Street bi-annual meeting

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

DATE: 2-16-2025

	Total				12/24 Budget Adjustment		Sarah's notes/questions
	Actual	Budget	over Budget	% of Budget	Change	New Budget	
Revenue							
Revenue			0.00				
4000 Taxes			0.00				
4010 Real Estate Taxes Residential	334,427.49	491,330.00	-229,642.74	68.07%		491,330.00	
4100 Personal Property Taxes	38,148.29	47,440.00	-45,979.52	80.41%		47,440.00	
6101.20 PPT - FY 2020	91.31	0.00			91.31	91.31	past due prior year taxes
4122 PPT FY2022	77.50	0.00	77.50		77.50	77.50	past due prior year taxes
4150 PPT Public Utilities	890,402.40	744,510.00	145,657.80	119.60%	145,800.00	890,310.00	reflects actual income
4310 Income Taxes	61,167.09	250,000.00	-221,202.63	24.47%		250,000.00	
Total 4000 Taxes	\$ 1,324,314.08	\$ 1,533,280.00	-\$ 351,089.59	86.37%	145,968.81	1,679,248.81	
4200 Fines, Licenses, Permits		15,000.00	-15,000.00	0.00%	(10,000.00)	5,000.00	
4220 Town Permits	850.00	2,500.00	-1,650.00	34.00%		2,500.00	
4230 Business License		7,000.00	-7,000.00	0.00%		7,000.00	
4240 Parking Meters	89,852.50	250,000.00	-187,722.18	35.94%	(85,000.00)	165,000.00	reflects reduced income due to broken meters
4250 Speed & Red Light Cameras	321,608.00	525,000.00	-300,932.00	61.26%	100,000.00	625,000.00	reflects anticipated increased income (conservative estimate)
4260 Parking Fines/Penalties	9,088.75	55,000.00	-47,532.32	16.53%	(35,000.00)	20,000.00	reflects reduced income
4280 Pub/Edu/Govt Broadcasting	6,633.83	3,500.00	-156.62	189.54%	3,133.83	6,633.83	reflects actual income
4290 Trader's Franchise Fees		13,000.00	-13,000.00	0.00%		13,000.00	
Total 4200 Fines, Licenses, Permits	\$ 428,033.08	\$ 871,000.00	-\$ 572,993.12	49.14%	(26,866.17)	844,133.83	
4300 Intergovernmental			0.00			0.00	
4320 Highway User Fee	8,482.64	32,000.00	-32,000.00	26.51%		32,000.00	
4330 State Police Aid	7,721.00	21,000.00	-21,000.00	36.77%		21,000.00	
4340 Financial Corporation Tax		1,500.00	-1,500.00	0.00%		1,500.00	
4350 Disposal Fee Rebate		1,500.00	-1,500.00	0.00%		1,500.00	
Total 4300 Intergovernmental	\$ 16,203.64	\$ 56,000.00	-\$ 56,000.00	28.94%	-	56,000.00	
4400 Miscellaneous Revenue		14,000.00	-14,000.00	0.00%	(5,000.00)	9,000.00	reflects anticipated income
4410 Miscellaneous	2,176.31		2,008.01			0.00	This should be in 4400 (above) need to recode
4420 Interest Earnings	12,809.08	15,000.00	-9,966.26	85.39%		15,000.00	

4430 Town Hall Services - Misc Rev	497.11	4,000.00	-3,727.29	12.43%		4,000.00	
							reflects higher than anticipated
4440 Transfer from Reserve		78,725.00	-78,725.00	0.00%	(22,854.11)	55,870.89	revenues
4450 Special Events/Donations	346.00	10,000.00	-10,000.00	3.46%	(7,000.00)	3,000.00	reflects anticipated income
Total 4400 Miscellaneous Revenue	\$ 15,828.50	\$ 121,725.00	-\$ 114,410.54	13.00%	(34,854.11)	86,870.89	
4500 Grants			0.00		10,000.00	10,000.00	* Main Street Grant
4520 State StreetScape		425,000.00	-425,000.00	0.00%		425,000.00	
4530 FIP	43,625.00	50,000.00	-6,375.00	87.25%		50,000.00	
4560 DHCD Circuit Rider Grant	51,088.50	84,000.00	-84,000.00	60.82%		84,000.00	
4570 MD DNR 21		69,000.00	-69,000.00	0.00%		69,000.00	
4580 MD DNR 22		132,000.00	-132,000.00	0.00%		132,000.00	
4590 Bond Bill		155,000.00	-155,000.00	0.00%		155,000.00	
4592 FY22 Bond Bill		275,000.00	-275,000.00	0.00%		275,000.00	
4594 FY23 Bond Bill		150,000.00	-150,000.00	0.00%		150,000.00	
4596 Misc Grants	56,668.64	0.00	9,386.50			0.00	
4600 County DPW&T Grant		75,000.00	-75,000.00			75,000.00	
4620 Open Space Grant		0.00	0.00			0.00	
Total 4600 County DPW&T Grant	\$ 0.00	\$ 75,000.00	-\$ 75,000.00		10,000.00	75,000.00	
Total 4500 Grants	\$ 151,382.14	\$ 1,415,000.00	-\$ 1,361,988.50	10.70%		1,415,000.00	
Total Revenue	\$ 1,935,761.44	\$ 3,997,005.00	-\$ 2,456,481.75		\$ 94,248.53	4,091,253.53	
Services			24,735.21			0.00	
Total Revenue	\$ 1,935,761.44	\$ 3,997,005.00	-\$ 2,431,746.54	48.43%		4,091,253.53	
Gross Profit	\$ 1,935,761.44	\$ 3,997,005.00	-\$ 2,431,746.54	48.43%		4,091,253.53	
Expenditures						0.00	

5000 General Government			0.00			0.00	
5105 GG Commissioner Salaries	16,999.96	34,000.00	-24,057.72	50.00%		34,000.00	
5107 GG Commission Expenses	2,743.04	12,000.00	-9,959.21	22.86%		12,000.00	
5110 GG Salaries	87,165.48	274,000.00	-210,719.37	31.81%	(70,000.00)	204,000.00	Reflects actual anticipated salaries
5111 GG Salaries - Bonuses		2,800.00	-2,800.00	0.00%		2,800.00	
5120 GG FICA	9,697.56	25,000.00	-19,380.87	38.79%		25,000.00	
5130 GG Health/Life/Dental Benefits	12,244.64	45,000.00	-36,683.64	27.21%	(14,525.36)	30,474.64	accountant recommended adjustment
5150 GG Pension Benefits	563.66	28,000.00	-27,436.34	2.01%		28,000.00	
5300 GG Professional Services			0.00			0.00	
5310 GG Accounting	31,422.98	40,000.00	-23,942.40	78.56%	10,000.00	50,000.00	split with PD this may have their new space costs in it - needs journal entry
5320 GG Audit	4,492.50	14,000.00	-9,507.50	32.09%		14,000.00	
5330 GG Payroll Processing	2,888.13	4,000.00	-2,155.59	72.20%	500.00	4,500.00	
5340 GG Town Attorney & Legal	18,990.00	40,000.00	-24,195.00	47.48%		40,000.00	split with PD
5350 GG IT Support & Equipment	13,513.65	15,000.00	-4,470.78	90.09%		15,000.00	split with PD this may have their new space costs in it - needs journal entry
5360 GG Media Relations	5,222.00	10,000.00	-5,318.00	52.22%		10,000.00	
5370 GG Government Relations	18,200.00	32,000.00	-19,800.00	56.88%		32,000.00	
5380 GG Human Resources Services	9,450.00	15,000.00	-9,000.00	63.00%		15,000.00	split with PD
5390 GG Planning Firm	11,800.00	0.00	11,800.00		11,800.00	11,800.00	Reflects final payments to economic development firm (ARPA funded)
Total 5300 GG Professional Services	\$ 245,393.60	\$ 170,000.00	-\$ 86,589.27	144.35%	22,300.00	192,300.00	
5400 GG Operating			0.00			0.00	
5200 GG Insurance & Benefits	19,134.99	25,000.00	-11,689.01	76.54%		25,000.00	
5415 GG Merchant Services Fees	1,501.75	18,000.00	-17,172.45	8.34%		18,000.00	
5435 GG Training	6,185.69	5,000.00	137.31	123.71%	500.00	5,500.00	Commissioner Expenses mis-coded in here have been moved
5440 GG Dues & Subscriptions	4,156.01	20,000.00	-17,654.57	20.78%		20,000.00	
5445 GG Postage	1,138.71	2,000.00	-1,098.29	56.94%		2,000.00	
5450 GG Printing	3,272.31	8,000.00	-5,741.66	40.90%		8,000.00	
5455 GG General Supplies	3,642.66	10,000.00	-8,613.03	36.43%		10,000.00	
5460 GG Office Equipment R&M		0.00	472.09			0.00	
5465 GG Town Hall Office Phones	5,159.65	8,000.00	-5,642.91	64.50%		8,000.00	

5470 GG Mobile Phones	2,354.05	4,000.00	-2,867.24	58.85%		4,000.00	
5475 GG Town Elections		0.00	0.00			0.00	
5480 GG Town Hall Utilities	7,207.59	8,500.00	-4,580.59	84.80%	3,000.00	11,500.00	split with PD this may have their new space costs in it - needs journal entry
5485 GG Town Hall Repair & Maintenance	10,062.21	18,000.00	-11,547.56	55.90%		18,000.00	
5490 GG Other	1,229.13	5,000.00	-4,617.73	24.58%		5,000.00	
5495 GG Contributions		3,000.00	-3,000.00		1,000.00	4,000.00	Rental and Utility Assistance
54XX CONTINGENCY - ALL DEPARTMENTS		10,000.00	-10,000.00			10,000.00	
Total 5400 GG Operating	\$ 65,044.75	\$ 144,500.00	-\$ 103,615.64	45.01%	4,500.00	149,000.00	
5900 GG Committee Expenses			0.00			0.00	
5905 Events Committee	160.00	1,200.00	-1,040.00	13.33%		1,200.00	
5910 CERT Team	336.53	900.00	-725.62	37.39%		900.00	
5915 Historical Committee	1,195.00	900.00	295.00	132.78%	295.00	1,195.00	This is the walking tour. We need to address this.
5925 Green Team		900.00	-900.00	0.00%	(450.00)	450.00	Reflects no green team, but recent reforming
5930 TOUM Event	3,129.00	5,500.00	-3,409.21	56.89%		5,500.00	
5935 Trunk or Treat	1,347.89	2,000.00	-652.11	67.39%	(651.11)	1,348.89	reflects actual costs
5940 Marlboro Day	1,608.06	8,000.00	-6,391.94	20.10%		8,000.00	
5950 Happy Leaf Festival		0.00	0.00			0.00	
5955 Winter Holiday	464.96	2,000.00	-2,000.00	23.25%	(500.00)	1,500.00	reflects actual costs
Total 5900 GG Committee Expenses	\$ 8,241.44	\$ 21,400.00	-\$ 14,823.88	38.51%	(1,306.11)	20,093.89	
Total 5000 General Government	\$ 318,679.79	\$ 756,700.00	-\$ 536,065.94	42.11%	(59,031.47)	697,668.53	

6000 Public Safety			0.00	#DIV/0!		0.00	
6000C Code Enforcement		0.00	0.00	#DIV/0!		0.00	
6100C Code Vehicle Maintenance		2,000.00	-2,000.00	0.00%		2,000.00	
6200C Code Parking Meter Maintenance	8,025.56	4,000.00	352.69	200.64%	5,000.00	9,000.00	reflects unanticipated additional breakage
Total 6000C Code Enforcement	\$ 8,025.56	\$ 6,000.00	-\$ 1,647.31	133.76%	5,000.00	11,000.00	
6110 PS Salaries	202,826.16	315,000.00	-189,682.21	64.39%	(50,000.00)	265,000.00	some should be in Speed camera, need journal entry
6111 PS Overtime	10,836.67	26,000.00	-18,225.40	41.68%		26,000.00	
6112 PS Bonus		6,400.00	-6,400.00	0.00%		6,400.00	
6120 PS FICA	15,411.59	30,000.00	-19,648.77	51.37%		30,000.00	
6130 PS Health Benefits	0.00	30,000.00	-30,000.00	0.00%		30,000.00	
6150 PS Pension Benefits	563.66	30,000.00	-29,436.34	1.88%		30,000.00	
6200 PS Uniforms	2,099.68	4,500.00	-2,885.32	46.66%		4,500.00	
6210 PS Weapons & Duty Equipment	13,701.77	15,000.00	-1,298.23	91.35%		15,000.00	
6220 PS Training & Memberships	2,339.75	10,000.00	-8,180.25	23.40%		10,000.00	
6230 PS Pre Employment	600.00	3,500.00	-3,100.00	17.14%		3,500.00	
6260 PS Mobile Phone	2,264.60	4,000.00	-3,410.04	56.62%		4,000.00	
6270 PS Supplies	1,150.47	8,000.00	-7,048.18	14.38%		8,000.00	
6300 PS Professional Services		19,000.00	-19,000.00	0.00%		19,000.00	
6400 PS Occupancy	31,625.00	90,000.00	-74,187.50	35.14%	(2,000.00)	88,000.00	reflects actual costs
6500 PS General Supplies		0.00	0.00			0.00	
6700 PS Vehicle Repairs		15,000.00	-15,000.00	0.00%	(5,000.00)	10,000.00	balance losses in parking
6710 PS Vehicle Fuel	2,956.79	18,000.00	-16,487.99	16.43%		18,000.00	
6720 PS Insurance	15,057.01	15,000.00	-1,692.99	100.38%	1,000.00	16,000.00	reflects actual costs
6850 PS Speed Camera Budget			0.00	#DIV/0!		0.00	
6851 PS Speed Camera Admin Fee - 4 Cameras	66,980.00	260,000.00	-219,812.00	25.76%		260,000.00	
6852 PS Speed Camera Service Fees	23,533.40	5,000.00	9,971.87	470.67%	43,000.00	48,000.00	reflects increased number of citations
6853 PS Speed Camera Salaries	4,997.20	85,000.00	-85,000.00	5.88%		85,000.00	
6854 PS Speed Camera FICA		20,000.00	-20,000.00	0.00%		20,000.00	
6855 PS Speed Camera Occupancy	4,508.00	45,000.00	-42,677.00	10.02%		45,000.00	
6856 PS Speed Camera General Supplies	182.62	2,000.00	-2,000.00	9.13%		2,000.00	
6857 PS Speed Camera Overtime		3,000.00	-3,000.00	0.00%		3,000.00	
6858 PS Speed Camera Uniforms	1,880.00	2,000.00	-120.00	94.00%		2,000.00	

6859 PS Speed Camera Weapons & Duty Equipment	600.57	1,000.00	-399.43	60.06%		1,000.00	
6860 PS Speed Camera Training & Membership		200.00	-200.00	0.00%		200.00	
6861 PS Speed Camera Pre-Employment		1,500.00	-1,500.00	0.00%		1,500.00	
6862 PS Speed Camera Mobile Technology	1,199.61	2,000.00	-2,000.00	59.98%		2,000.00	
6863 PS Speed Camera Supplies	76.89	500.00	-500.00	15.38%		500.00	
6864 PS Speed Camera Vehicle Repairs		500.00	-500.00	0.00%		500.00	
6865 PS Speed Camera Vehicle Fuel	1,235.14	1,000.00	-240.12	123.51%	1,500.00	2,500.00	reflects actual costs
6866 PS Speed Camera Ubsyrabce		1,500.00	-1,500.00	0.00%		1,500.00	
6867 PS Speed Camera FT23 Police Equipment-CIP Vehicle	8,165.64	0.00	8,165.64			0.00	
6868 PS Speed Camera FY24 Police Equipment-CIP Vehicle		0.00	0.00			0.00	
6869 PS Speed Camera FY23 Police Equipment-CIP VMS Board	3,460.81	0.00	3,460.81			0.00	
6870 PS Speed Camera Marlboro VFD Support		0.00	0.00			0.00	
							estmate of what might need to be paid to State. We need to keep this aside if
6880 PS Speed Camera Due to State					60,000.00	60,000.00	needed.
Total 6850 PS Speed Camera Budget	\$ 116,819.88	\$ 430,200.00	-\$ 357,850.23	27.15%	104,500.00	534,700.00	
Total 6000 Public Safety	\$ 426,278.59	\$ 1,075,600.00	-\$ 805,180.76	39.63%	53,500.00	1,129,100.00	

7000 Public Works			0.00	#DIV/0!		0.00
7110 PW Salaries	132,250.60	287,000.00	-196,822.64	46.08%		287,000.00
7111 PW Overtime	1,879.79	11,000.00	-9,952.11	17.09%		11,000.00
7112 PW Bonus		3,000.00	-3,000.00	0.00%		3,000.00
7120 PW FICA	10,557.23	22,000.00	-14,647.18	47.99%		22,000.00
7130 PW Health-Life-Dental	21,152.97	50,000.00	-38,312.25	42.31%		50,000.00
7150 PW Pension Benefits	563.68	28,000.00	-27,436.32	2.01%		28,000.00
7240 Public Works Operating			0.00	#DIV/0!		0.00
7210 PW Waste Collection/Disposal Fees	2,054.70	5,000.00	-3,827.55	41.09%		5,000.00
7220 PW Waste Disposal/Contractor	31,671.00	67,000.00	-45,886.00	47.27%		67,000.00
7230 PW Recycling		0.00	0.00	#DIV/0!		0.00
7250 PW Maint/Repairs/Beautification	12,856.73	18,000.00	-7,242.06	71.43%	8,800.00	26,800.00 * Main Street Grant
7251 PW Christmas Decor	1,025.20	2,000.00	-2,000.00	51.26%	(800.00)	1,200.00 reflects actual costs
7260 PW Training & Memberships - Dues		5,000.00	-5,000.00	0.00%	(1,400.00)	3,600.00 reflects new estimated costs
7270 PW Other	442.85	2,000.00	-1,631.08	22.14%	1,000.00	3,000.00 reflects new estimated costs
7280 PW Streets Maintenance	1,452.13	10,000.00	-8,888.84	14.52%	(2,000.00)	8,000.00 reflects new estimated costs
7340 PW Vehicle Maintenance	10,619.95	15,000.00	-11,423.60	70.80%	4,000.00	19,000.00
7350 PW Utilities	257.21	3,000.00	-2,859.55	8.57%		3,000.00
7360 PW Mobile Phone	456.07	1,400.00	-1,400.00	32.58%		1,400.00
7370 PW Small Tools & Equipment	5,917.27	10,000.00	-5,466.97	59.17%	500.00	10,500.00 reflects new estimated costs
7372 PW Office Supplies	493.36	1,000.00	-515.11	49.34%		1,000.00
7374 PW Computer Software & Equipment	4,864.47	1,500.00	3,364.47	324.30%		1,500.00
7380 PW Septic Tank	1,780.00	2,000.00	-1,434.00	89.00%	1,500.00	3,500.00 reflects new estimated costs
7385 PW Uniforms	1,107.23	3,500.00	-2,394.88	31.64%	(500.00)	3,000.00 balance with higher costs
7390 PW Weather Related Expenses	242.00	4,000.00	-4,000.00	6.05%		4,000.00
7397 PW Vehicle Fuel	4,765.48	18,000.00	-15,136.86	26.47%		18,000.00
7400 PW Streetlight Electricity	10,589.02	28,000.00	-20,729.66	37.82%	(1,500.00)	26,500.00 balance with higher costs
7410 PW Insurance	15,057.00	19,000.00	-5,693.00	79.25%		19,000.00
7420 PW Mosquito Control		2,000.00	-2,000.00	0.00%		2,000.00
Total 7240 Public Works Operating	\$ 105,651.67	\$ 217,400.00	-\$ 144,164.69	48.60%	9,600.00	227,000.00
Total 7000 Public Works	\$ 272,055.94	\$ 618,400.00	-\$ 434,335.19	43.99%	9,600.00	628,000.00

8000 Grants & Awards			0.00	#DIV/0!		0.00	
8180 FIP	48,700.00	50,000.00	-21,300.00	97.40%		50,000.00	
8500 Resident Assistance		0.00	0.00	#DIV/0!		0.00	
8600 StreetScape	11,999.27	500,000.00	-499,362.73	2.40%		500,000.00	
8700 Community Playground		356,000.00	-356,000.00	0.00%		356,000.00	
8710 Parking Upgrades		425,000.00	-425,000.00	0.00%		425,000.00	
8730 Misc Grants	71,956.31	84,000.00	-23,751.33	85.66%		84,000.00	
8740 Open Space Grant		0.00	0.00	#DIV/0!		0.00	
Total 8000 Grants & Awards	\$ 132,655.58	\$ 1,415,000.00	-\$ 1,325,414.06	9.37%	-	1,415,000.00	
9000 Capital Outlays			0.00	#DIV/0!		0.00	
9009 Road Improvements	3,000.00	0.00	3,000.00	#DIV/0!		0.00	
9010 PS Debt Service	15,497.97	57,500.00	0.00	26.95%	29,780.00	87,280.00	Reflects actauls
9020 PW Debt Service	21,854.54	43,805.00	-37,654.42	49.89%	60,400.00	104,205.00	This reflects Dec. adjustment
9030 PW Capital Outlay		0.00	-57,500.00	#DIV/0!		0.00	
9050 Annexation		30,000.00	-30,000.00	0.00%		30,000.00	
Total 9000 Capital Outlays	\$ 40,352.51	\$ 131,305.00	-\$ 122,154.42	30.73%	90,180.00	221,485.00	
Total Expenditures	\$ 1,190,022.41	\$ 3,997,005.00	-\$ 3,223,150.37	29.77%	94,248.53	4,091,253.53	
Net Operating Revenue	\$ 791,403.83	\$ 0.00	\$ 791,403.83		-	0.00	
Net Revenue	\$ 791,403.83	\$ 0.00	\$ 791,403.83			0.00	

The Town of Upper Marlboro

CHARTER AMENDMENT RESOLUTION NO. 01-2025

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

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

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

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

WHEREAS, the Board of Commissioners finds that the Town would benefit from enacting

this Charter amendment to update and clarify the process of filling vacancies on the Board of Commissioners.

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

Registration, Candidates and Elections

* * *

Section 82-32 (Vacancies)

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

(1) *PUBLIC SOLICITATION OF APPLICATIONS.*

(A APPOINTMENT OF A SUCCESSOR IS MADE BY PUBLIC SOLICITATION OF APPLICATIONS AND THE VACANCY SHALL BE

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*** : Indicate matter retained but not restated in this Resolution

ADVERTISED ON THE TOWN WEBSITE AND BY WAY OF A SPECIAL MAILING AND/OR OTHER SUITABLE MEANS OF PUBLIC OUTREACH WITHIN FIVE (5) BUSINESS DAYS OF THE PUBLIC ANNOUNCEMENT OF THE VACANCY. THE PUBLIC NOTICE SHALL STATE THE DEADLINE FOR SUBMITTING APPLICATIONS AND THE ELIGABILITY FOR SERVING ON THE BOARD OF COMMISSIONERS.

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

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

(C) *MULTIPLE TOWN COUNCIL VACANCIES.*

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- (1) IN THE EVENT A SECOND TOWN COMMISSIONER VACANCY OCCURS WITHIN THREE MONTHS OF THE FIRST VACANCY, THE TOWN COMMISSIONER MAY OFFER THE VACANT SEAT TO ANY OF THE OTHER APPLICANTS FOR THE FIRST VACANCY WITHOUT INITIATING A NEW ROUND OF PUBLIC SOLICITATION OF APPLICATIONS.
- (2) IF MORE THAN ONE VACANCY OCCURS AT THE SAME TIME, THE BOARD SHALL CALL A SPECIAL ELECTION, WHICH SHALL NOT BE HELD SOONER THAN 45 DAYS AND NOT LATER THAN 60 DAYS AFTER THE OCCURRENCE OF THE VACANCY, IN COMPLIANCE WITH TOWN CHARTER, § 82-29.

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

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

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

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

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

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

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

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adopted (i) an appropriate certificate of publication of the newspaper in which the summary of the Charter Amendment Resolution shall have been published and (ii) return receipts of the mailing referred to in Section 5, and shall further complete and execute the Certificate of Effect attached hereto.

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

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

ATTEST:

THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS

Sarah Franklin, President

Karen Lott, Commissioner

Alma Prevatte, Commissioner

Charles Colbert, Commissioner

Clayton Anderson, Town Administrator

Derrick Brooks, Commissioner

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CHARTER RESOLUTION CERTIFICATE

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

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

(SEAL)

_____, Town Administrator
The Town of Upper Marlboro

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Human Resources Policy Manual

Subject: Drug/Alcohol-Free Workplace

Effective Date:

Policy: The Town of Upper Marlboro has a long-standing commitment to providing a safe and productive working environment for all employees. Alcohol and drug abuse pose a threat to the health and safety of Town of Upper Marlboro employees and those we serve, as well as to the security of our equipment and facilities. For these reasons, the Town of Upper Marlboro is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

Purpose:

1. To take all reasonable steps necessary to protect the safety of our residents of the Town of Upper Marlboro and employees.
2. To help eliminate chemical substance abuse and alcohol misuse in the workplace, and to assist employees who need help in overcoming substance abuse or misuse problems.
3. To emphasize that substance abuse and/or misuse are serious threats in the workplace and that employees involved with substance abuse/misuse are more likely to be involved in work-related accidents and situations which can cause harm and suffering to themselves, their co-workers, and our residents/participants.
4. To educate employees that the sale, use, possession and distribution of illegal or prohibited substances is a violation of law and the Town of Upper Marlboro policy.

Procedure:

1. Whenever employees are working, are operating any the Town of Upper Marlboro vehicles, are present on the Town of Upper Marlboro premises, or are conducting company-related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia and illegally used prescription medication);
 - Being under the influence of alcohol or an illegal drug as defined in this policy; and
 - Possessing or consuming alcohol
2. All applicants for employment will be required to submit to post-offer drug testing before they can begin work. Applicants will be informed in advance and will be required to acknowledge receipt of information concerning the Drug and Alcohol-Free Workplace program. Refusal to submit to testing will result in denial of employment.
3. The Town of Upper Marlboro does not desire to intrude into the private lives of its employees, but recognizes that employee's off-the-job involvement with drugs or alcohol may have an impact on the workplace. Therefore, the Town of Upper Marlboro reserves the right to take appropriate disciplinary action for drug usage/sale/distribution while off company premises. Any employee who is convicted of, pleads guilty to, or is sentenced for a crime involving an illegal drug is required to report their conviction, plea or sentence to the Human Resources department or Town Administrator within five days. Failure to comply will result in immediate termination. Cooperation with complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with the Town of Upper Marlboro.
4. The Town of Upper Marlboro reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract personnel and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal drugs, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including termination.

5 Town of Upper Marlboro Police Officers are subject to random drug testing and will be required to test within travel time plus 15 minutes from time of notification. Failure to report within this timeframe will result in disciplinary action up to and including termination. Refusal or non-reporting for drug testing will result in immediate termination.

6. Employees are subject to testing based upon (but not limited to) observations of apparent workplace use, possession or impairment. Human Resources shall be consulted before sending an employee for testing. Human Resources will utilize the Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that the person may be under the influence of illegal drugs and/or alcohol. If the results of the checklist indicate further action is necessary:

- The employee's manager, along with the Human Resources will confront the employee with the documentation
- The employee will be relieved of their duty and transported to a collection site
- The employee will be suspended until the test results have been received by the Town of Upper Marlboro

Under no circumstances will the employee be allowed to drive themselves to the testing facility. The Town of Upper Marlboro will attempt to make transportation arrangements utilizing the employee's emergency contacts. Only in circumstances where the emergency contact cannot be reached or cannot provide transportation, the Town of Upper Marlboro will transport the employee to the testing facility. If the employee refuses to be transported and leaves the premises driving a vehicle, the Town of Upper Marlboro will notify the proper law enforcement authorities that it has reason to believe that the employee may have used a controlled substance or alcohol, is driving, and may pose a potential danger to the safety of themselves or others.

7. Employees are subject to testing when there is a reasonable belief that they caused or contributed to accidents that damage equipment or property, and/or result in an injury to themselves or another individual. In this instance, the investigation and subsequent testing may take place within two hours following the accident, if not sooner. Under no circumstances will an employee be allowed to drive themselves to the testing facility. See under Comment #6 above regarding employee's refusal for transportation.

8. Employees must report their use of over-the-counter or prescribed medications to the Human Resources department if the use may affect an employee's ability to perform their duties safely and effectively. A determination will be made whether to allow an employee to work while taking the prescribed drug(s). Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce this if asked. Any employee or applicant taking a medication prescribed for another person will be considered to be taking an illegal substance.

9. The Town of Upper Marlboro may assist and support employees who voluntarily seek help for illegal drug use and/or alcohol misuse before becoming subject to discipline and/or termination, or other testing conditions under this policy. Such employees will be allowed to use their accrued paid leave, referred to the Employee Assistance Program (EAP), and otherwise accommodated as required by law. Such employees may be required to provide documentation that they are successfully following the prescribed treatment, and to take and pass follow-up tests. An employee will have forfeited their right to a voluntary self-admission if their illegal drug use and/or alcohol misuse has not been reported in a timely manner, and before they have been notified of a scheduled drug test. Possible discipline, up to and including termination will be unavoidable.

10. Employees who have tested positive, or otherwise violated this policy are subject to discipline, up to and including termination. Depending upon the circumstances and the employee's work history/record, the Town of Upper Marlboro may offer an employee the opportunity to return to work pursuant to evaluation by a substance abuse professional within five days from notification of a positive test result, and ongoing compliance with the recommendations of the substance abuse professional as it relates to a prescribed rehabilitation program. Participation in a treatment program does not insulate an employee from discipline for violation of this or other the Town of Upper Marlboro. If the employee either does not complete their rehabilitation program or tests positive after completing the program, they will be subject to immediate termination.

11. The employee shall be responsible for any fees not covered under the Town of Upper Marlboro's EAP rehabilitation program fees, and any other expenses incurred in the rehabilitation process which are not covered by the individual's health insurance, if applicable.

12. Any applicant or employee who alters or attempts to alter, substitute or contaminate a chemical substance specimen, or otherwise fails or refuses to cooperate with testing, will be disqualified for employment or terminated. Witnessed urine specimens may be required when there is reason to believe an individual has or may alter, contaminate or substitute a specimen.

13. In accordance with the Annotated Code of Maryland, Health-General 17-214.1 Appendix D, an individual with a verified positive test result may request an independent test, at their own expense, of the **same specimen sample** to verify test results by a different certified testing laboratory. Any request for an independent test of the same specimen sample shall be made within 72 hours of the individual receiving notification from the Medical Review Officer of the test result. The individual requesting the test for verification will pay the cost of the independent test.

14. Information and records relating to test results, drug and alcohol dependencies, and legitimate medical explanations provided by the Medical Review Officer shall be kept confidential to the extent possible and maintained in secure files separate from an employee's normal personnel folder. Such records and information may be disclosed among managers on a need-to-know basis, and may be disclosed where relevant to a grievance, charge or claim or other legal proceeding initiated by or on behalf of an employee or applicant.

AUTHORITY: _____

Sarah Franklin
Mayor

Date: 9/1/23

THE TOWN OF UPPER MARLBORO
DRUG/ALCOHOL-FREE WORKPLACE PROGRAM
CERTIFICATION/CONSENT

Section 6, Item D.

As a condition of employment or continued employment, I consent to submit to chemical substance testing as required by the Town of Upper Marlboro Drug/Alcohol-Free Workplace Program.

I Understand and Acknowledge:

1. That my job is an inherent safety sensitive function affecting the care, safety and well-being of the residents of the Town of Upper Marlboro as well as other employees.
2. That as a condition of employment, I am required to submit to chemical substance testing.
3. That I will be given an opportunity to explain a confirmed positive result to the Human Resources Department.
4. That if upon notice to me that my test was positive, I fail to immediately contact the Human Resources Department as directed, it will be deemed that I have waived my right to have alternative medical factors considered in the verification of the positive test, and a verified positive test will be reported to the Town of Upper Marlboro's human resources department or the Town Administrator.
5. That I am required to submit to chemical substance testing for purposes of pre-employment, reasonable suspicion, random and follow-up testing.
6. That I am not to use or abuse chemical substances, as defined and including alcohol, while on duty, which means any period of time during which I am actually performing, ready to perform, or immediately available to perform assigned duties. This includes use of alcohol within four (4) hours prior to reporting to work.
7. That no chemical substance testing procedures will be conducted without my consent.
8. That my refusal to submit to a chemical substance testing procedure will result in denial of employment or disciplinary action up to and including termination.
9. That refusal to submit to a chemical substance testing procedure includes that I have failed or refused to provide an adequate specimen for testing without a valid medical explanation after receiving notice of the requirement to be tested or engaged in conduct that clearly obstructs the collection process.
10. That I have the right to request an independent test of the same specimen producing a confirmed positive result by a different certified testing laboratory, provided that the request is made to the human resources department within 72 hours of being notified of a verified positive test result by the human resources department, and that I am responsible for the cost of the independent test.
11. That an independent test need only demonstrate the presence of a chemical substance and is not required to satisfy any threshold or cutoff levels for drug detection.
12. That the failure to comply with the terms or violation of conduct prohibited under this program will result in denial of employment or disciplinary action, up to and including termination.
13. That upon completion of the introductory period of employment, if I have a positive test for chemical substances, I will be afforded the opportunity to avail myself of a rehabilitation program approved by the Town of Upper Marlboro; and that any subsequent violation of the program will result in immediate termination; and that I am responsible for any costs related to evaluation, treatment, counseling or rehabilitation not covered by any health insurance.
14. That I have been furnished with information describing prohibited conduct and understand the nature of conduct that is prohibited.
15. That I consent freely and voluntarily to participate in this program and authorize the Mayor designated by the Town of Upper Marlboro to release the results of my test to the Town of Upper Marlboro's Human Resources Department.
16. That this program does not imply any contractual employment agreement with the Town of Upper Marlboro and that the Town of Upper Marlboro explicitly reserves the right to employment at will.
17. That any questions I may have about the materials furnished by the Town of Upper Marlboro or this program should be directed to the human resources department.
18. That a copy of the Town of Upper Marlboro's program is available for review during regular business hours.

AND, I further acknowledge receipt/review of the Town of Upper Marlboro's program.

Signature of Applicant/Employee

Date

Printed Name of Applicant/Employee

Date

Signature of Witness (Company Representative)

**THE TOWN OF UPPER MARLBORO AND
THE CONVENTION OF THE PROTESTANT EPISCOPAL CHURCH
OF THE DIOCESE OF WASHINGTON
(ON BEHALF OF TRINITY EPISCOPAL CHURCH)
PARKING LOT
SHARED USE AGREEMENT**

This Parking Lot Shared Use Agreement (“Agreement”) is made by and between THE CONVENTION OF THE PROTESTANT EPISCOPAL CHURCH OF THE DIOCESE OF WASHINGTON (“Trinity Episcopal Church,” or sometimes referred to as the “Church” or the “Property Owner”) and the TOWN OF UPPER MARLBORO, acting by and through its Town Board of Commissioners (the “Town”) (Each a “Party” and together the “Parties”), for the shared use of the parking lot associated with the Trinity Episcopal Church, located at 14515 Church Street, Upper Marlboro, MD 20772 , as follows:

WHEREAS, the Town maintains a total of 123 on-street single-space parking meters along Main Street, Pratt Street, Water Street, and Elm Street, in the downtown area near the Courthouse with an hourly rate to park at these on-street meters; however, on Sundays, street parking is free; and

WHEREAS, the Town also maintains a downtown parking lot at 14525 Church Street (behind the building currently occupied by the Bank of America) within walking distance of the Prince George’s County Courthouse (the “Courthouse”) that is open Monday-Friday, 8 a.m.-6 p.m. where credit cards and coins are accepted with a parking rate of \$0.50 an hour, and for a maximum of 10 hours, and parking passes are available for \$40.00 per month, or, \$12 per week, and Prince George’s County also maintains meters at the Courthouse Parking Lot on Water Street, with parking enforced by the County Revenue Authority; and

WHEREAS, as of Jan. 9, 2023, the hourly rate to park at on-street meters was lowered from \$2.50 an hour to just \$1.00 per hour outside of courthouse operating hours, and after 10 p.m. Monday-Saturday and all-day Sundays, when street parking is free; and

WHEREAS, the Town has also partnered with ParkMobile, a virtual parking application for day-to-day needs, where visitors can quickly pay for on-street parking and get alerts when their parking session is about to expire so they can easily extend time right from their phone and with over 50 million users, the ParkMobile application allows an alternative way to park and reserve parking ahead of time, and easily pay for street, lot, or garage parking right from your mobile device and a user can also reserve parking ahead of time near venues, or arenas; and

WHEREAS, when using driving navigation in Google Maps, a driver will see a “pay for parking” button in areas where ParkMobile is available and when they tap that button, it will take them to Google Pay, where they can make a ParkMobile payment and ParkMobile further offers an automated phone-based system where you can call a number posted on the signs around the parking space and make a payment; and

WHEREAS, the Town of Upper Marlboro (the “Town”) has negotiated with certain private property owners around the downtown area regarding partnering with the Town to offer paid public parking, which the Town would primarily administer and regulate, and the parking would be paid for by users through the Town’s licensed ParkMobile Application; therefore, there is no need for physical parking equipment or meters to be installed; and

WHEREAS, pursuant § 82-16(2) of the Town Charter, the Town Board of Commissioners has the power to pass ordinances not contrary to the laws and Constitution of this State, for the following specific purposes: (pp) (*Parking Facilities*) to license and regulate and to establish, acquire by purchase, lease or other transfer, own, construct, operate, and maintain parking lots and other facilities for off street parking, and (qq) (*Parking Meters*) to install parking meters on the streets and public places of the Town in such places as by ordinance may be determined, and by ordinance prescribe rates and provisions for the use thereof, except that the installation of parking meters on any street or road maintained by the State Roads Commission of Maryland must first be approved by the Commission; and

WHEREAS, pursuant to Ord. No. 2016-02 (7-12-2016) and Ord. No. 2019-07 (10-8-2019) the Board of Commissioners may establish and regulate parking zones, restricted parking zones, and permit parking zones by resolution, as long as it is advertised in a newspaper of general circulation no less than 15 days prior to the town meeting in which it is to be voted upon.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and undertakings herein set forth, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Agreement shall commence on the ____ day of _____, 2025 and continue through the __ day of _____, 2028. Either Party may terminate this Agreement, at any time for any reason, by giving the other Party thirty (30) days advance written notice. If the Town terminates this Agreement, the Town forfeits the cost of any Improvements to the Parking Premises made by the Town. If Trinity Episcopal Church terminates this Agreement, Trinity Episcopal Church shall pay to the Town the unamortized cost of any improvements made to the Parking Premises by the Town. The cost of improvements will be valued with a straight line 10-year amortization schedule.
- 2. **OWNERSHIP.** The Parking Lot and Parking Premises owned by the Property Owner are more particularly described as:

Tax Account No: District – 03, Account Number – 0246918;
Map 0101, Grid F2, Parcel 209;
Property Land Area: 37,026 SF;
Description: CHURCH LOT;
Street Address: 14515 CHURCH ST.;
Owner of Record: VESTRY OF TRINITY CHURCH.

3. LICENSE NOT A LEASE. The relationship between the Church and the Town is not one of landlord and tenant, but rather one of licensor and licensee. The Church's grant hereunder shall in no way operate to confer upon the Town any other interest, status, or estate of any kind other than a temporary license. The parties expressly agree that there exists no landlord and tenant relationship between the Church and the Town under this Agreement. The Town has no interest of any kind in the Parking Lot and Parking Premises except as may be set forth in this Agreement.

4. OWNER'S RESPONSIBILITIES.

- a. The Property Owner will keep the Parking Premises open and available Monday-Friday from 8 a.m.- 6 p.m. for public use (closed on Town observed holidays),
- b. The Property Owner will maintain the Parking Premises at all times, which shall include, but not be limited to removing litter, maintaining the asphalt/surface of the Parking Premises, maintaining the parking space and drive aisle striping, grass cutting, vegetation trimming, etc.) and agrees to keep the Parking Premises in good repair.
- c. Money received by the Town that is attributable to parking payments associated with the Parking Premises will be split between the Parties in the following manner: 40%-Town, 60%-Land owner,
- d. With no financial obligation on the part of Trinity, the Property Owner will assist in advertising the public parking site,
- e. The Property Owner agrees to open the lot for parking as free parking for large Town special events (i.e., Marlboro Day, Trunk or Treat, etc.) for which the Town will clean the lot after the Town special event,
- f. The Property Owner may call Town Hall during office hours to request parking enforcement to visit the site for a particular issue or violation, and
- g. The Property Owner agrees that any contractor doing work on the parking lot shall be properly licensed and insured.
- h. The Property Owner agrees to terminate or modify any existing contracts that is has with tow companies that have a contract for the Parking Premises to prevent any conflict with public parking on the Parking Premises as provided for in this Agreement and Town enforcement measures. Any tow company must provide proof of bonding, which must be provided to the Town as well as the Property Owner.

5. TOWN'S RESPONSIBILITIES.

- a. The Town will entirely collect and retain all parking citation fees, and handle all administration of fee collection and citations, as well as all related issues,
- b. The Town will maintain accurate public parking signage that is approved by the Church for use at the Parking Premises,
- c. Revenue generated from pay-for-parking fees is to be split 40%-Town, 60%-Property Owner,
- d. The Town will advertise the public parking site,

- e. The Town sets the parking rates with consent of the Church, which shall not be unreasonably withheld, and is the primary contact for Park Mobile,
 - f. No later than ten (10) days after the end of each quarter of a calendar year, the Town shall pay to the Church sixty percent (60%) of the gross revenues received by the Town in the immediately preceding quarter in connection with the Town's use of the Parking Premises. The Town will make such quarterly payments to Trinity Episcopal Church by check and provide a breakdown of transactions made for that quarter,
 - g. The Town will enact necessary ordinances and resolutions to designate and regulate the use of public parking spaces located on the Parking Premises,
 - h. The Town will provide daily and routine parking enforcement and issue tickets to vehicles that have not paid to park,
 - i. The Town will handle all court requests regarding parking citations issued on the Parking Premises,
 - j. The Town will be the only parking enforcement entity during the Town's regular parking hours, and
 - k. The Church may employ towing services to be used for junked/abandoned vehicles, or vehicles parking after the Town's regular hours.
 - l. The Town agrees that any contractor doing work on the parking lot shall be properly licensed and insured.
 - m. The Town hereby expressly acknowledges that this Agreement is an occupancy agreement, not a lease, and expressly waives any notice to quit, notice to vacate, notice of intent, or similar notices which may otherwise be required by law. The Town acknowledges also that this Agreement conveys no interest of any kind whatsoever in or to the Parking Lot and Parking Premises or any other property owned by the Church, other than a mere license to use and occupy the Parking Lot and Parking Premises during the term of this Agreement. The Town understands that it shall be liable for if it does not timely vacate the Parking Lot and Parking Premises as provided under this Agreement
6. IMPROVEMENTS. The Town, upon obtaining written agreement consent from Trinity Episcopal Church, which consent shall not be unreasonably withheld, may facilitate changes, enhancements and/or improvements to the Parking Premises. The Town shall incur the capital expense of any such changes, enhancements and/or improvements. The cost of improvements will be valued with a straight line 10-year amortization schedule. The Town shall have the right to erect the number of kiosk(s) that it deems necessary, in its sole and absolute discretion, to ensure proper functioning of the Parking Premises. The Town shall consult the Property Owner on the location of the kiosk(s) prior to installation.
7. WARRANTY. The Town warrants that any changes, enhancements and/or improvements to the Parking Premises furnished by the Town under this Agreement shall be performed in good and workmanlike manner. The Town further warrants that any improvements furnished by the Town, or a contractor engaged by the Town, shall be free of any defect in equipment, material, or design, or workmanship. Upon receipt of notice from Trinity Episcopal Church, and following a reasonable investigation as to causation, the Town agrees to remedy any failure to

conform, or any defect caused by the negligence of the Town or a contractor engaged by the Town.

8. **SHARED USE, LICENSE AND SCHEDULING.** Trinity Episcopal Church shall request parking permits for the exclusive use of Trinity Episcopal Church at all times. These permits shall not exceed 15% of the available parking spaces in the lot. Trinity Episcopal Church shall have exclusive use of the Parking Premises each day from 6 p.m. to 6 a.m. and Saturday and Sunday from 6 a.m. to 6 p.m. The Parties will coordinate scheduling of parking for all other Permitted Uses, including, but not limited to identifying primary and secondary scheduling contacts and the implementation of a shared use calendar. Flexibility shall be allowed for events that cannot be planned ahead, such as funerals. This Agreement shall be considered to be a revocable license agreement, provided that 30 days' notice is given prior to revocation of the license.
9. **FEES.** The Town may charge, collect and retain all revenues from regular, daily or special event parking for the Town or public use of Parking Premises.
10. **SUPERVISION & ENFORCEMENT.** With the exception of scheduled, reserved and permitted Trinity Episcopal Church events, including funerals, the Town shall be responsible for supervision and enforcement of parking on the Parking Premises. The Town shall respond promptly to requests by the Church for additional security and enforcement as circumstances may require.
11. **SECURITY.** With the exception of scheduled, reserved and permitted Trinity Episcopal Church events, the Town shall be responsible for security of the public parking at the Parking Premises consistent with the level of security provided at other Town venues, spaces, operations and events.
12. **MAINTENANCE.** Trinity Episcopal Church shall be responsible for the on-going and annual maintenance and repair of the Parking Premises and for the ongoing maintenance of lighting and associated utility costs; however, the Town shall be responsible for any damage caused by the negligent or intentional acts of drivers of vehicles owned by the Town or other vehicles operated by agents of the Town. The Town shall not be responsible for any damage caused to any buildings or the parking lot for which it is not directly responsible by the negligence or intentional acts of its agents. With the exception of permitted and scheduled Trinity Episcopal Church events, the Trinity Episcopal Church shall be responsible for trash removal from the Parking Premises.
13. **SNOW REMOVAL.** Trinity Episcopal Church shall take all reasonable steps for snow removal from the Parking Premises, alleys and public sidewalks immediately surrounding the Parking Premises by 8:30 AM every morning if possible. Snow removal procedures shall include installation of reflective markers to surrounding Parking Premises landscaping and infrastructure. Trinity Episcopal Church shall be responsible for snow removal from other areas of church property.

14. **RESTITUTION AND REPAIR.** Trinity Episcopal Church shall be responsible for any Parking Premises damage caused at or during permitted, reserved, and scheduled church events. The Town shall be responsible for any Parking Premises damage caused at or during all other times.
15. **INSURANCE.** The Town maintains blanket insurance coverage over real and personal property, and is covered by its insurance carrier, the Local Government Insurance Trust. The Town shall maintain insurance coverage throughout the term of this Agreement. Trinity Episcopal Church shall maintain a commercial general liability insurance policy with limits in the following amounts: Each Occurrence Limit: \$2,000,000 General Aggregate Limit: \$4,000,000. Trinity Episcopal Church shall maintain commercial general liability coverage and shall provide the Town with umbrella liability throughout the term of this Agreement, and shall provide the Town with a Certificate of Insurance upon signing this Agreement and on the anniversary date of this agreement each year the agreement remains in place.
16. **TAXES.** As applicable depending on the tax exempt status of the Property Owner, the Town shall pay annually an amount equal to any real estate taxes levied by the Town, if any, directly attributable to any improvement or public use of the Parking Premises pursuant to this Agreement and the Town will pay a pro rata share for the percentage of spaces allocated for public parking versus those reserved or retained by the Property Owner for the annual period. If such tax is paid by the Property Owner, the Town shall reimburse the property Owner for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Town's pro-rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the improvement such as, by way of example, the relevant tax assessor's designation of the value of such improvement. Upon written request by the Town, the Property Owners shall furnish evidence of payment of all pertinent taxes.
17. **INDEMNIFICATION.** The Property Owner agrees to defend, indemnify, and save harmless the Town from and against any and all claims, losses, actions, damages, liability and expenses (including reasonable fees and expenses of legal counsel) arising out its breach of this Agreement, and/or negligence or willful misconduct in connection with this Agreement.
18. The Town agrees, to the extent of its insurance coverage and subject to the provisions and limitations of the Maryland Local Government Tort Claims Act, to defend, indemnify and save harmless the Property Owner from and against any and all claims, losses, actions, damages, liability and expenses (including reasonable fees and expenses of legal counsel) arising out its breach of this Agreement, and/or negligence or willful misconduct in connection with this Agreement.
19. **GOVERNING LAW.** This Agreement is governed by and construed according to the laws of the State of Maryland. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement must be filed in the State Courts of Maryland in Prince George's County. Due to the complexity, high cost and time involved in commercial litigation before a

jury, the parties knowingly, voluntarily, and irrevocably waive any and all rights to trial by jury of any dispute to enforce the terms of or to construe the terms of this Agreement.

20. NOTICES. Any notice required or permitted to be given under the terms of this Agreement shall be deemed given when reduced to writing and placed in the United States Mail, with first-class and certified mail, return receipt requested, postage fully prepaid, and addressed to the other Party at the address shown, as follows:

A. TRINITY EPISCOPAL CHURCH, 14515 Church St, Upper Marlboro, MD 20772, Attn: Senior Moderator.

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

21. AUTHORITY. The Parties warrant that each has approved the terms of this Agreement and the person signing on behalf of each Party is duly authorized to execute this Agreement.

22. ENTIRE AGREEMENT. This Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the Parties concerning the matters contained herein and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

23. INTERPRETATION AND SURVIVAL. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. It is agreed that, without limiting any other provision, all obligations of the Parties to indemnify, hold harmless, and/or defend the other shall survive the termination or cancellation of this Agreement.

24. SEVERABILITY. The invalidity of any provision, clause, or phrase will not serve to render the balance of this Agreement ineffective or void.

25. COUNTERPARTS AND EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All Parties to this Agreement acknowledge that they are relying upon the advice of counsel and enter into this Agreement pursuant to their own free will.

IN WITNESS WHEREOF, this Agreement has been executed as of the day, month and year as set forth below.

Dated this ____ day of _____, 2025.

THE CONVENTION OF THE

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

THE TOWN OF UPPER MARLBORO

By: _____
Name:
Title:

By: _____
Sarah Franklin
Mayor