

# Town of Upper Marlboro

## BOARD OF TOWN COMMISSIONERS SPECIAL TOWN MEETING / BOARD WORK SESSION

14211 School Lane, Upper Marlboro, Maryland, 20772

Tuesday, September 12, 2023 at 7:00 PM

### **AGENDA**

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

<https://uppermarlboromd-gov.zoom.us/j/84721709044?pwd=Q1pzRk1MVXNRS2dxYzNjVk1kN2pKQT09>

**Webinar ID:** 847 2170 9044; **Passcode:**112862; **Audio Dial-in only:** 301 715 8592

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

### **SPECIAL TOWN MEETING: 7:00 PM**

### **WORK SESSION AGENDA: 7:15 PM**

- 1. Call to Order Special Town Meeting 7:00 PM**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Review of Agenda**
- 5. Closed Session Summary September 5, 2023**
  - [A.](#) Closed Session Summary September 5, 2023
- 6. Business**
  - [A.](#) General Government Job Descriptions (Board Vote)
- 7. Adjournment**
- 8. Call To Order Board Work Session 7:15 PM**
- 9. Roll Call**
- 10. Old Business**
  - [A.](#) Ordinance 2023-07 Codification (Board Discussion)
  - [B.](#) Ordinance 2023-10 Property Standards (Board Discussion)
  - C. Annexation Update (Board Discussion)
  - [D.](#) Circuit Rider Update (Board Discussion)
  - [E.](#) Church Street Parking Lot Proposals (Board Discussion)
  - [F.](#) Spring Branch Drive Paving Proposals (Board Discussion)
- 11. New Business**
  - [A.](#) Election Calendar (Board Discussion)
  - [B.](#) Attorney RFP (Board Discussion)
- 12. Administrative Update**
- 13. Preliminary Approval of Next Meeting Agenda**
- 14. 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

**CLOSED SESSION SUMMARY SHEET TO BE READ INTO RECORD**

Date: September, 5 2023

Time: 7:03PM

Location: Town Hall: 14211 School Lane Upper Marlboro, Maryland 20772

Closed Under Annotated Code:

Under 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 on Tuesday, September 5, 2023, following the Special Town Meeting to discuss individual personnel issues.

Those Who Voted To Go Into Closed Session:

Motion made by Commissioner Lott, Seconded by Commissioner Colbert

President Franklin, Commissioner Colbert, Commissioner Hanchett, Commissioner Lott, Commissioner Pennoyer

Unanimous Of Elected Officials In Attendance:

Yes

Those In Attendance;

President Franklin, Commissioner Colbert, Commissioner Hanchett, Commissioner Lott, Commissioner Pennoyer, Michelle Nicholson – AllProfit HR

Actions Taken: No Votes Were Taken, Please See Relevant Notes:

None

Topics Discussed:

Personnel Issues

Relevant Notes: None



# Town of Upper Marlboro

## Job Descriptions

**Position Title:** Town Administrator

**Department:** Town Management/General ~~Government~~Government

**Direct Report:** President & Board of Town Commissioners

### Classification Description Summary

Under direction, this position performs complex professional, administrative and management work in providing daily control over ongoing ~~T~~town activities as well as ~~assisting the Board of Commissioners to discharge the duties of the office; and all other related work as required. The Town Administrator is responsible for~~ maintaining and improving upon the efficiency and effectiveness of all areas under their direction and control. The Town Administrator is responsible for implementing the plans and directions of the Board of Commissioners and any existing approved planning documents of the Town. This may include but is not limited to: coordinating with various levels of government regarding processes, procedures, and funding; coordinating and managing grant funding, coordinating with other municipalities on collaborative projects; working with M-NCPPC’s planning department, property owners and developers to review plans and ensure development in and around the Town complies with the documented direction; collaborating with the Town’s many government partners that have offices and properties throughout the Town. This position is designated in the Town Charter.

### **Essential Functions**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Supervises, directs, and assumes responsibility for the efficient administration of all functions and activities for which the office of Town Administrator is given authority, responsibility, or control by by-law, by the President/Mayor, or by the Board of Town Commissioners.
- Assists the President, Treasurer, and Board of Commissioners with the pPlanning and & dDevelopment of the annual Town Budget.
- Oversee and participate in the development and administration of department annual budgets; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
- Works with relevant staff and contractors to complete the annual Town Budget audit.
- Works with the President, Treasurer, and Director of Finance to oversee the Town’s day-to-day financial operations.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within Town policy, appropriate service and staffing levels.
- Plan, direct, coordinate, and review the work plan for the Town’s Office; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.

**Commented [MN1]:** This seems like a function with a lot of overlap. I suggest being clearer about what function the TA will perform related to daily financial operations. For example: Oversee the bookkeeper OR review financial month end reports.

**Commented [MN2]:** What does this mean? What service delivery methods? Can we be clearer about what is work is being done?

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**Commented [MN3]:** This bullet contains 4 different job duties in 1.

- ~~Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.~~
- ~~Evaluate the effectiveness of units reporting to him/her and take actions necessary to achieve optimum performance levels.~~
- ~~Oversee and participate in the development and administration of department annual budgets; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.~~

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- Responsible for the administration of town personnel policies and practices, rules and regulations, and programs of the Board of Town Commissioners.
- Makes recommendations on personnel staffing requirements to the Board of Town Commissioners.
- Manage the collection and deposit of Town fees, penalties and revenues except general taxes and special assessments; ensure compliance with overall Town financial goals, policies and auditor recommendations.
- Serve as liaison with other Town departments, divisions and outside agencies; negotiate and resolve sensitive and controversial issues; provide guidance and direction to other departments in the development of reports, resolutions and other materials for submittal to the Town Board of Commissioners.

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- ~~Evaluate the effectiveness of units reporting to him/her and take actions necessary to achieve optimum performance levels.~~
- Oversees risk management for the Town, including health, life, worker's compensation,
  - fleet, property and liability. Works closely with vendors, and consultants and makes recommendations to the Board concerning choice of carriers and long-term strategy.
- Work with the Town's Board and Government Relations firm to strategize and plan the Town's legislative priorities on the Federal, State, and local level.
- May be called to represent the Town on Federal, State, or local-level Boards, commissions, or advisory groups.
- Works with the Board of Town Commissioners, Town Attorney, and Town Clerk to draft, plan, implement, and receive public input on Town legislation.
- Develop working relationships with Federal, State, and local-level officials.
- Answers complaints and refers complaints to the proper Town department for attention, submits recommendations for the disposition of specific complaints to the Board of Commissioners.
- Oversees the Town's social media, communication, and outreach functions. Works with the Town's Media Relations firm to develop press releases.
- Works with Department heads to oversee and manage special, capitol, or large-scale projects and initiatives.
- Coordinates with Department heads and Town Committees, volunteers, and stakeholders to plan and carry-out large scale Town events.
- Acts as primary liaison with all legal counsels on matters relevant to the Town and assists Town Counsel with preparation of litigation.
- Works with the Town Clerk to plan meeting agendas, packets, and schedules of the Board of Town Commissioners.

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- Oversees the Town’s Information Technology infrastructure, and coordinates with the Town’s IT firm on routine maintenance, upgrades, and security.
- Provides training support for newly elected Town Commissioners, including but not limited to, policies and current issues and background information.
- ~~Works with the Director of Finance relevant staff and contractors to complete the annual Town Budget audit.~~
- ~~Should~~ Tracks the progress and provide support as needed to Town Committees.

**Minimum Qualifications**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

- Knowledge of public administration, budgeting and municipal accounting standards.
- Ability to maintain Town’s financial regulatory compliance.
- Ability to express ideas clearly and concisely, both orally and writing with tact and diplomacy.
- Ability to problem solve by researching alternatives and developing creative solutions.
- Ability to keep office records and to prepare accurate reports from file sources.
- Ability to perform and organize work independently.
- General knowledge of current office practices and procedures and knowledge of the operation of standard
- office equipment and software including Microsoft Office, automated payroll services and financial software.
  - Ability to interpret and implement local policies and procedures; written instructions, general correspondence and Federal, State and local regulations.
  - Ability to maintain discretion regarding business-related files, reports and conversations, within the provision of open records law and other applicable State and Federal Statutes and Regulations.
  - Organizational and time management skills needed to meet deadlines.
  - Other duties as assigned.

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**Minimum Qualifications**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training**

- Bachelor’s degree from an accredited college or university with major course work in in public administration or related field.
- Master’s degree preferred.
- Spanish speaking or other special language skills preferred.

**Experience**

- ~~Ten (10)~~ Three to five years of increasingly responsible professional-level municipal governmental experience, preferably in a variety of municipal departments.

Commented [MN4]: Curious about lowering the years of experience. I would recommend more years of experience. Perhaps no less than 5-7

**Physical Demands and Working Environment**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment between the hours of 9am-5pm Monday through Friday with some travel to different sites. Work is performed primarily in a standard office setting.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.



# Town of Upper Marlboro

## Job Descriptions

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**Position Title:** Town Clerk

**Classification:** ~~General Government~~ Management

**Direct Report:** ~~President and~~ Town Administrator

**Town Paygrade:**

### Classification Description Summary

Under administrative direction of the ~~President/Mayor, Board of Town Commissioners, and~~ Town Administrator, plans, organizes, provides oversight to and participates in all Town Clerk functions, including retaining custody of and maintaining the Town's official records and history; coordinating the conduct of Town elections; directs, manages, supervises, and coordinates assigned activities and operations of the Town's Office, including the preparation of agenda and meeting materials and minutes for Town Board of Commissioners meetings; coordinate assigned activities with other divisions, departments, and outside agencies, including responding to requests for public records; and provide highly responsible and complex administrative support and technical assistance to the ~~Mayor and Town Commissioners~~ Town Administrator.

### DISTINGUISHING CHARACTERISTICS

This is a single position class, which is appointed by the Mayor and Town Commissioners under authority of the Town Charter in accordance with applicable Maryland Revised Statutes, as the Town's election official, custodian of records, legislative administrator and the official collector of penalties and other revenues except general taxes and special assessments. The incumbent is responsible for accomplishing goals and objectives of the office and for furthering Town goals and objectives within general policy guidelines.

### Essential Functions

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Assumes management responsibility for all services and activities of the Town Clerk's Office.
- Manages s and participates s in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
- ~~Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within Town policy, appropriate service and staffing levels.~~
- Maintains s custody of official records and archives of the Town; ensures s the maintenance and availability of records and information needed to provide an accurate account of government



actions; ensure historical Town records are collected and preserved; oversee the development and implementation of the Town's record management procedures and guidelines; serve as the corporate secretary and maintain custody of the Town Seal.

- ~~• Plan, direct, coordinate, and review the work plan for the Town's Office; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.~~
- ~~• Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.~~
- ~~• Oversee and participate in the development and administration of department annual budgets; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.~~
- Direct the preparation, review, and editing of agenda packets and official records for all Town Board of Commissioner meetings; ensure the recording of Town Board of Commissioners meeting actions are accurate and timely.
- Provide and manage the official notification and follow up of Town agenda items including ordinances, resolutions, agreements, deeds, and easements to the public regarding public hearings including legal advertising of notices.
- ~~• Manage the collection and deposit of Town fees, penalties and revenues except general taxes and special assessments; ensure compliance with overall Town financial goals, policies and auditor recommendations.~~
- Administer municipal elections in accordance with local, state, and federal regulations; and accept, verify and maintain filings from candidates for office.
- Attest, publish, index and file ordinances and resolutions.
- Execute official Town documents; administer and file oaths of office and oaths of allegiance.
- ~~• Serve as liaison with other Town departments, divisions and outside agencies; negotiate and resolve sensitive and controversial issues; provide guidance and direction to other departments in the development of reports, resolutions and other materials for submittal to the Town Board of Commissioners.~~
- Serve as staff to a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
- Provide responsible staff assistance to the Town Administrator.
- Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to programs, policies, and procedures of the Town Clerk's Office as appropriate.
- Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field; incorporate new developments as appropriate.
- Provide assistance to internal and external customers; respond to and resolve difficult and sensitive inquiries and complaints; retrieves documents as necessary in response to requests for information.
- Assists coordination and design of communication and outreach efforts.
- Perform related duties as required.

## Minimum Qualifications

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

## Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, records and information management, or a related field.

### Experience:

~~Three~~ <sup>Six</sup> years of increasingly responsible professional and technical experience that includes substantial experience in a Town Clerk's Office or other public agency with similar duties as the Clerk, and two years of administrative and project management ~~and at least one year of supervisory responsibility.~~

### License or Certificate:

High School Diploma or GED equivalency required. An associate degree or bachelor's degree is preferred but not required.

Possession of, or ability to obtain a Certified Municipal Clerk (CMC) accreditation within two years of employment. A Master Municipal Clerk (MMC) accreditation and Certified Records Manager (CRM) designation preferred.

Possession of a valid appropriate drivers' license.

### Supplemental Information

Environment: Work is performed primarily in a standard office environment between the hours of 9am-5pm Monday through Friday with some travel to different sites. ~~Works is performed primarily in a standard office setting.~~

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

## Compensation & Benefits

- Current starting salary- N/A
- Full health, dental, and vision benefits
- Annual/vacation, sick, bereavement, and paternity leave.
- Maryland State Retirement System





# Town of Upper Marlboro

## Job Descriptions

**Position Title:** ~~Deputy Clerk~~/Administrative Assistant

**Classification:** General Government

**Direct Report:** Town ~~Clerk~~ Administrator

**Town Paygrade:**

### Classification Description Summary

~~A perfect entry level position for a motivated individual interested in municipal government.~~

This position provides administrative support for all departments under the direction of the Town Clerk Administrator. This position is responsible for extending upon the efficiency and effectiveness of the Town's Administrative Office. The ~~Administrative Assistant~~ Deputy Clerk is the first point of contact for residents and the general public. This position requires a person who likes working with the public, is friendly and professional, detail oriented, able to prioritize and ~~can~~ multi-task effectively. Though duties will vary, records maintenance and archiving historical documents will always be the task at hand.

### Essential Functions

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Provides administrative assistance to the ~~Town Clerk and~~ Town Administration.
- Responds to requests for information and assistance from Town residents and citizens via phone, email, and walk-in visitors. This includes providing copying, faxing, and notarizing services to the public.
- Assists with processing payments received in person, mail, or online.
- Assists the Town Clerk with the proper filing and management of documents per the Town's Records Retention Schedule.
- Assists the Town Clerk with all meetings of the Board, sharing responsibilities of developing agendas, posting required notices, and the preparation of minutes for the permanent record.
- Collects and processes incoming mail in compliance with established policies and procedures.
- Collects and processes incoming payments for services rendered at Town Hall in compliance with established policies and procedures.
- ~~Assists with the development and drafting of new Town Legislation, Policies and Directives.~~
- ~~Assists the Town Clerk in developing and maintaining mechanisms to enable the legislative process to include annual reviews of Town policies, directives, and Charter provisions.~~

Commented [MF1]: What is Lucy's role in the financial process?

Commented [KS2R1]: Collects payments for services rendered at Town Hall.

- Assists with parking citation payment and release processing requests from mail, phone and walk-in customers.
- Assists with the posting of content and timely postings of News, Alerts and Official Notices for the Town's Social Media outlets, Cable Access channel and Town website.
- Manages office equipment needs, establishes maintenance & upgrade schedules as needed.
- Manages the routine inventory and procurement of office supplies for the Town Hall Offices.
- Provides correspondence/contacts with State and County agencies for the Board as needed.
- Provides promotional and technical support for Town & Town Committee-sponsored events.
- Performs various management responsibilities for Special Town Projects and Events as assigned.
- Assists and supports Commissioners with Board ~~approved~~ tasks and duties approved by the Town Administrator, ensuring statutory and administrative integrity of town activities by upholding the provisions of the Town's Charter, Ordinances, Resolutions, Policies and Directives.
- ~~Serve on the Maryland Municipal Clerk's Association and/or other Boards & Committees.~~
- Performs related duties as required.

**Education and Experience Guidelines**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

High School Diploma or GED equivalency required. An associate degree or bachelor's degree is preferred but not required.

**Experience:**

2-3 years of progressively responsible management, administrative, or staff experience in government or office setting that provides a broad base understanding on issues material to organizational programs, processes, and influences.

**License or Certificate:**

Possession of an appropriate, valid driver's license.  
Become a Maryland State Notary within 90 days of start date.

~~Other~~

**Physical Demands and Working Environment**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment between the hours of 9am-5pm Monday through Friday with some travel to different sites.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a

computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

**Compensation & Benefits**

- This is an hourly/Non-Exempt position.
- Starting salary range is \$32,000 to \$49,530.
- Maryland State Retirement System
- 12+ paid holidays per year
- Medical benefits (health, dental, and vision)
- Annual/vacation, sick, bereavement, and family leave



# Town of Upper Marlboro

## Job Descriptions

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**Position Title:** Bookkeeper/~~Administrative Assistant~~

**Department:** General Government

**Direct Report:** Town Administrator

Town Paygrade 2

Job Summary: Bookkeeper job duties include working closely with the Town’s Accounting team and the Town Administrator to create and analyze financial reports and ensure legal requirements compliance, process accounts payable and receivable and manage invoices and tax payments. Position also assists with taking phone calls and assisting the public at Town Hall.

### **Essential Functions**

*The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Record day to day financial transactions and complete the posting process.
- Verify that transactions are recorded in the correct day book, supplier’s ledger, customer ledger and general ledger.
- Bring the books to the trial balance stage & perform partial checks of the posting process
- Assist Accounting firm with completing tax forms as needed and process IRS 1099 forms.
- Enter data, maintain records and create reports and financial statements.
- Process accounts receivable/payable and handle payroll in a timely manner.
- Assist with processing payments received in person, mail, or online.
- Responds to requests for information and assistance from Town residents and citizens via phone, email, and walk-in visitors. This includes providing copying, faxing, and notarizing services to the public.
- Assist with payroll as needed.
- Assist with grants as needed.
- Assist the Town Administrator and Code Enforcement Officer with the Town Business License program.
- Support Department heads (General Government, Public Works, Public Safety) with monthly credit card reconciliations and budget management & reporting.
- Perform related duties as required.

### **Minimum Qualifications**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

- Handles stress effectively without interfering with performance.

- Organize, set priorities, and exercise sound independent judgement within area of responsibility.
- Operate a computer, using word processing, spreadsheet, database software, and other standard office equipment.
- Communicate clearly and effectively, both orally and in writing.
- Ability to keep office records and to prepare accurate reports from file sources.
- General knowledge of current office practices and procedures and knowledge of the operation of standard.
- Knowledge of QuickBooks or similar accounting software.
- Bilingual/Spanish Speaking preferred but not required.

### **Education/Training**

- High School Diploma or GED equivalency required.
- Associate degree or bachelor's degree is preferred but not required.

### **Experience**

- Two (2) years of progressively responsible administrative, or staff experience in local government or financial field.
- Broad base understanding on issues material to organizational programs, processes, and influences.
- Basic understanding of financial processes and/or payroll.

### **Physical Demands and Working Environment**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

### **Environment**

Work is performed primarily in a standard office environment and remotely during both normal office hours. Telework opportunities available. There may be rare occasions for work and after hours, weekends, and holidays.

### **Physical**

Primary functions require sufficient physical ability and mobility to work in an outdoor event setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift min. of 20 lbs., carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.



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

ORDINANCE: 2023-07  
SESSION: Regular Town Meeting  
INTRODUCED: July 25, 2023

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO AN ORDINANCE ADOPTING A CODIFICATION AND REVISION OF THE ORDINANCES OF THE TOWN OF UPPER MARLBORO, PRINCE GEORGE'S COUNTY, STATE OF MARYLAND; PROVIDING FOR THE MAINTENANCE OF SAID CODE; REPEALING AND SAVING FROM REPEAL CERTAIN ORDINANCES NOT INCLUDED THEREIN AND OTHER PROVISIONS OF GENERAL AND SPECIFIC SUBJECT MATTER FOUND THEREIN; AND MAKING CERTAIN CHANGES IN PREVIOUSLY ADOPTED ORDINANCES**

**WHEREAS**, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the Town of Upper Marlboro (hereinafter, the “Town”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to promote the good government of the Town; and

**WHEREAS**, the Town is a municipal corporation of the State of Maryland, organized and operating under a Charter (2021 Replacement Edition as published in the *Compilation of Municipal Charters* and prepared by the Department of Legislative Services General Assembly of Maryland), as amended, pursuant to the authority of Article XI-E, § 4 of the Constitution of the State of Maryland and Md. Code Ann., Division II (Municipalities) of the Local Government Article; and

**WHEREAS**, pursuant to §5-205(c) of the LG Article, Annotated Code of Maryland, and §82-16(2)(k) of the Town Charter, the Town is empowered to provide for the codification of all ordinances and resolutions which have been or may hereafter be passed; and

**WHEREAS**, pursuant to §4-110 of the LG Article, for the purpose of providing ready access to a current compilation of the municipal corporation’s ordinances, each municipal corporation in the State shall provide annually (if the municipal corporation during the past year has enacted any ordinances appropriate for codification) for the editing, preparation, publication, and sale or other distribution of a supplement to its most recent code of ordinances, or of a new edition of the code; and

**WHEREAS**, the Town Board of Commissioners has previously engaged a professional codification services company (CivicPlus LLC/Municode) to assist the Town in continuously publishing, updating, organizing and maintaining its Code of Ordinances and Town Charter so that public officials, the courts, government agencies, residents, property owners and the general public have readily available and accessible for their use on-line or in printed, hard copy format, an accurate, reliable, professional, easy to access and centralized repository of the Town’s ordinances and charter provisions; and

**WHEREAS**, it is the intent of the Board, by virtue of adoption of this Ordinance, to approve the Code of Ordinances of the Town of Upper Marlboro, Maryland with the first edition of the Code prepared by Civic Plus, LLC, consisting of the Town Charter, Part I. (Charter) and Part II. (Code of

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

Ordinances) including Chapter 1 (General Provisions) that heretofore had not been previously adopted by ordinance, and 23 following chapters, containing provisions that had been previously enacted as law, except for certain minor corrections and amendments placed in the final manuscript to be approved by the Board, which serves is as a final manuscript to be incorporated herein and enacted into law as said town code and is entitled the “Code of Ordinances of the Town of Upper Marlboro, Maryland (2023).”

**Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Board of Commissioners of the Town of Upper Marlboro, that the following comprehensive codification of the general and permanent ordinances of the Town of Upper Marlboro, Maryland to be known as “The Code of Ordinances of the Town of Upper Marlboro (2023)” or “Code of Ordinances” published and maintained by CivicPlus, LLC/Municode, and attached hereto as Exhibit 1, a manuscript of 190 pages, more or less, and incorporated by reference herein as if written word for word, is hereby adopted, enacted and approved.

**Section 2. AND BE IT FURTHER ORDAINED AND ENACTED**, that it is the intention of the Town Board of Commissioners, and it is hereby ordained, that the provisions of this Ordinance and Exhibit 1 hereto shall become or continue to be made part of the Code of Ordinances and the sections of said Code of Ordinances may be renumbered to accomplish such intention.

**Section 3. AND BE IT FURTHER ORDAINED AND ENACTED**, this Ordinance shall shall be posted in the Town office, and this ordinance, or a fair summary thereof, shall be published at least once, in a newspaper of general circulation in the Town.

**Section 4. BE IT FURTHER ORDAINED AND ENACTED**, that if any section or part of a section of this ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**Section 5. AND BE IT FURTHER ORDAINED AND ENACTED**, 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.

**INTRODUCED and ADOPTED** in a public session of the Board of Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ORDAINED, APPROVED, AND FINALLY PASSED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this \_\_\_\_ day of \_\_\_\_\_, 2023, by:

Attest:

THE TOWN OF UPPER MARLBORO  
BOARD OF COMMISSIONERS

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

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

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

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

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

\_\_\_\_\_  
Thomas Hanchett, Commissioner

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

\_\_\_\_\_  
Linda Pennoyer, Commissioner

Reviewed and Approved for Legal Sufficiency:

\_\_\_\_\_  
Kevin J. Best, Esq.

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

**CERTIFICATION**

I, HEREBY CERTIFY, as the duly appointed Town Clerk of the Town of Upper Marlboro, Maryland, that on the \_\_\_ day of August 2023 with \_\_\_\_\_ Aye (unanimous) votes and \_0\_\_\_\_ Nay votes, the aforesaid Ordinance 2023-\_\_ passed.

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

[Exhibit 1 - The Code of Ordinances of the Town of Upper Marlboro (2023) – manuscript of 190 pages +/-]

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

ORDINANCE: 2023-10  
SESSION: Regular Town Meeting  
INTRODUCED: August 22<sup>nd</sup>, 2023  
APPROVED:

**AN ORDINANCE OF THE TOWN OF UPPER MARLBORO TO BE ENTITLED “~~RESIDENTIAL EXTERIOR~~ PROPERTY STANDARDS ORDINANCE” THEREBY REPLACING AND REPEALING ORDINANCE 88-1: LITTER AND WEEDS BY PROVIDING NEW SECTIONS REGARDING THE ORDINANCE’S PURPOSE AND AUTHORITY; APPLICABILITY AND SCOPE; AUTHORIZING THE OFFICE AND DUTIES OF CODE ENFORCEMENT OFFICER; PROVIDING FOR CERTAIN DEFINITIONS; ESTABLISHING AND DESCRIBING CERTAIN PROPERTY CONDITIONS OR CIRCUMSTANCES TO BE VIOLATIONS OF THE ORDINANCE; PROVIDING FOR A SYSTEM OF NOTICES OF VIOLATION OF STANDARDS AND PENALTIES FOR SUCH VIOLATIONS AND REPEAT VIOLATIONS; PROVIDING A PENALTY FOR FAILURE TO REGISTER WITH THE STATE CERTAIN FORECLOSED PROPERTIES; PROVIDING FOR THE ABATEMENT OF CERTAIN VIOLATIONS RELATING TO REAL PROPERTY BY THE TOWN; ESTABLISHING A TIMEFRAME FOR NOTICES OF STANDARDS AND PENALTIES FOR THE VIOLATION THEREOF; DESCRIBING THE TREATMENT OF RENTAL PROPERTIES; PROVIDING A PROCESS TO PURSUE A RIGHT TO APPEAL; PROVIDING A SEVERABILITY PROVISION AND ESTABLISHING CERTAIN FINES, FEES & PROMULGATION OF FINE AND FEE SCHEDULES TO BE MODIFIED BY RESOLUTION; AND GENERALLY RELATING TO RESIDENTIAL PROPERTY MAINTENANCE.**

**WHEREAS**, pursuant to § 82-16(1) (General Powers) of the Town Charter, the Board of Commissioners shall have the power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or the Town Charter as it may deem necessary for the good government of the Town; for the preservation of peace and good order; for securing persons and property from violence, danger or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the Town and visitors thereto and sojourners therein; and

**WHEREAS**, pursuant § 82-16(2) (hh) (Specific Powers; Liens) the Board of Commissioners shall have the power to provide that any valid taxes, assessments or charges made against any real property within the Town shall be liens upon such property from the date they became payable; and

**WHEREAS**, pursuant § 82-16(2)(nn) (Specific Powers; Nuisances) of the Town Charter, the Board is further empowered to prevent or abate by appropriate ordinances all nuisances in the Town whether the same be therein specifically named or not; and

**WHEREAS**, pursuant to LG Art., § 5-205(d)(1) of the Annotated Code of Maryland, a municipality may establish and collect reasonable fees and charges associated with the exercise of a governmental or proprietary function exercised by the municipality; and

**WHEREAS**, THE BOARD OF TOWN COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO APPROVED RESIDENTIAL PROPERTY STANDARDS ORDINANCE 2016-03 ON OCTOBER 11<sup>TH</sup>, 2016, ALONG WITH COMMERCIAL PROPERTY STANDARDS ORDINANCE 2017-03, UNANIMOUSLY APPROVED ON OCTOBER 10<sup>TH</sup>, 2017; AND

**WHEREAS**, THE BOARD OF COMMISSIONERS FINDS IT TO BE IN THE BEST INTEREST OF THE TOWN TO ADOPT THE CURRENT PRINCE GEORGE’S COUNTY CODE REGARDING PROPERTY.

**NOW, THEREFORE**, the Board of Commissioners of the Town of Upper Marlboro, State of Maryland, does ordain and enact as follows:

**RESIDENTIAL EXTERIOR PROPERTY STANDARDS ORDINANCE**

**SECTION 1: PURPOSE AND AUTHORITY**

**SECTION 2: APPLICABILITY AND SCOPE OF THE ORDINANCE**

**SECTION 3: CODE ENFORCEMENT OFFICER**

**SECTION 4: RESERVED**

**SECTION 5: DEFINITIONS**

**SECTION 6: ~~VIOLATIONS~~ ADOPTION OF COUNTY CODE**

**SECTION 7: NOTICE OF VIOLATION OF STANDARDS AND PENALTY FOR VIOLATION**

**SECTION 8: TOWN ABATEMENT**

**SECTION 9: VACANT AND FORECLOSED PROPERTIES**

**SECTION 10: TIMEFRAME FOR NOTICES OF STANDARDS AND PENALTIES OF VIOLATION**

**SECTION 11: REPEAT VIOLATIONS**

**SECTION 12: RENTAL PROPERTIES**

**SECTION 13: ~~RIGHT TO APPEAL~~**

**SECTION 14: SEVERABILITY**

**SECTION 15: VIOLATION FINES, FEES & SCHEDULE**

**SECTION 1. PURPOSE AND AUTHORITY**

- A. The purpose of this Residential Exterior Property Standards Ordinance is to establish standards for the exterior maintenance of residential properties in the Town of Upper Marlboro, and to prevent conditions that threaten public health, safety or welfare of residents of, or visitors to the Town of Upper Marlboro. The Ordinance creates the office of Code Enforcement Officer for the enforcement of this and other ordinances, and also establishes a system of notifications and penalties for violations to enforce the standards and a process to appeal any penalties imposed.
- B. The authority to provide for the general protection of health, safety, comfort, convenience, and welfare of Town residents and visitors is provided in Section 82-16 (General Powers) of the Charter of the Town of Upper Marlboro.
- C. The authority to enact such regulations is provided in Section 82-16(vv) (Specific Powers; Regulations) of the Charter of the Town of Upper Marlboro.
- D. The authority to impose fees and penalties for violating the regulations is provided in Section 82-18 (Enforcement) of the Charter of the Town of Upper Marlboro.
- E. The authority to create new offices and appoint officers is provided in Section 82-59 (Authority to Employ Personnel) of the Charter of the Town of Upper Marlboro.

**SECTION 2. APPLICABILITY AND SCOPE OF THE ORDINANCE**

- A. The provisions herein shall apply to all residentially-zoned real property located within the corporate limits of the Town of Upper Marlboro, whether improved or unimproved.
- B. The Prince George’s County Housing Code adopting with amendment the International Property Maintenance Code, 2000 Edition as found in Subtitle 13 of the Prince George’s County Code and all divisions thereof as enforced by County officials shall remain in full force and effect within the corporate limits of the Town provided; however, that any conflict between this Residential Exterior Property Standards Ordinance or any other ordinances of the Town, and any provision of Subtitles 4 and 13 of the County Code shall be resolved in favor of the provision which establishes the higher standard for the promotion and protection of the health and safety of the people. Unless a provision of County legislation conflicts with a provision of this Ordinance, nothing herein shall be construed to prevent the jurisdiction, applicability or enforcement of the County’s ordinances regarding property maintenance or nuisances within the corporate limits of the Town.
- C. This Ordinance shall be construed liberally and justly to insure the public health, safety and welfare insofar as it pertains to residential property maintenance standards.

**SECTION 3. CODE ENFORCEMENT OFFICER**

A. This Ordinance shall be enforced by a sworn police officer or by an appointed Code Enforcement Officer of the Town. The Office of Code Enforcement Officer is hereby created, ratified and established by this Ordinance. The appointment of a Code Enforcement Officer shall be approved by ordinance or written resolution. The Code Enforcement Officer shall be responsible to the Commission President.

B. A Code Enforcement Officer or officers appointed by the President, with the approval of the Board, shall have the following powers, authorizations, duties, qualifications and functions:

1. Subject to the requirements of the Board of Commissioners, the Code Enforcement Officer, shall, in addition to such other duties as may be assigned to him or her by the President, enforce such laws and ordinances relating to property, buildings and structures as may be specifically provided.
2. The Code Enforcement Officer shall not have any interest whatever, directly or indirectly in the sale or manufacture of any material, process or device entering into or used in or in connection with property maintenance or building construction within the Town.
3. The Code Enforcement Officer may be authorized by the Board of Commissioners to enforce the Town’s ordinances and may deliver a municipal infraction citation, criminal misdemeanor violation summons, charging document or criminal citation to any person alleged to be committing or to have committed a municipal infraction or other violation.
4. The Code Enforcement Officer shall examine premises and shall make necessary inspections to see that the provisions of applicable laws or ordinances are complied with and that maintenance or use therein is implemented pursuant to applicable laws. He or she shall, when requested by the Board or when the interests of the Town so require, make investigations in connection with matters referred to within Town ordinances and render written reports on the same. For the purpose of enforcing compliance with law, to remove illegal, nuisance or unsafe conditions, to secure the necessary safeguards, or to require adequate facilities in improved properties, he or she shall issue notices or orders as may be necessary.
5. Unless posted or informed otherwise (i.e, no trespassing), the code enforcement or police officer shall have the right, upon proper identification, to routinely enter upon private property so far as is necessary for the performance of duties. The code enforcement officer's right of entry upon residential property shall be limited to entry for the purposes of obtaining consent from the owner or occupant to conduct an inspection or as otherwise permitted by law.
6. The President is hereby authorized and empowered to establish additional regulations and duties for any assigned Code Enforcement Officer provided that said officer shall not be vested with police powers of arrest. Code enforcement officers are not authorized to carry firearms, and they shall not carry firearms while on duty. Said officers shall be assigned such duties as are civilian and administrative in nature that the President, from time to time, may direct, that are not inconsistent

with the limitations and responsibilities set forth in Town ordinances, or State law and, in addition, the Code Enforcement Officer shall be vested with the authority to issue parking citations, criminal citations and citations for municipal infractions as expressly provided for in each applicable provision or section of the Town’s ordinances.

- 7. The Code Enforcement Officer shall keep careful and comprehensive records of applications, of relevant permits or certificates issued, of inspections made, of reports rendered, and of notices, citations or orders issued.

C. In the absence or disability of the Code Enforcement Officer, the President with approval of the Board shall designate, by ordinance or written resolution, a qualified official or subordinate to discharge the duties of the Code Enforcement Officer. Nothing in this Section shall be construed to prevent the appointment of an existing Town employee and from having the additional or collateral duties of Code Enforcement Officer.

**SECTION 4. RESERVED**

**SECTION 5. DEFINITIONS**

In this Ordinance, the following words have the meanings indicated. Where terms are not defined, they shall have their ordinarily accepted meanings such as the context may imply.

A. Abandoned, junked, wrecked, or non-road worthy motor vehicle means any motor vehicle which is unregistered, improperly registered, or which is without current State of Maryland license tags unless (i) the State of Maryland expressly exempts such vehicles from registration requirements; (ii) it bears the license tags of another vehicle; (iii) it is disabled or inoperable; (iv) it is dismantled or partially dismantled; (v) it is substantially damaged or in disrepair; or (vi) it is unable to pass inspection by the Maryland Motor Vehicle Administration.

B. Accessory structure means a building or structure, retaining wall, wall or fence that is incidental to the main building, located on the property.

C. Agent means any person or company designated by the property owner to act for him or them.

D. Debris, litter, or garbage means any quantity or combination of: putrescible animal, food and vegetable wastes resulting from the handling, combustible and noncombustible waste materials; bulk refuse, electronics or electronic recyclables, hazardous material or waste, household refuse, refuse, trash and yard waste, excluding organic compost piles, that is thrown, deposited or stored in or on private property or creates a nuisance or a threat to public health, safety and welfare.

E. Exterior property area means all areas external to improvements on the property or on unimproved property including the Town right-of-way and adjacent street curb and gutter. Exterior property area specifically excludes any trees along the Town right-of-way.



F. Foreclosed Property Registry means the foreclosed property registry established by the Maryland Department of Labor, Licensing, and Regulation under the Maryland Annotated Code, Real Property Article, § 14-126.1.

G. Hazard means a situation, condition or action by a person that creates an environment that is unsafe or threatens public health, safety, or welfare.

H. Property Owner means one who has complete dominion over a particular property and in whom legal or equitable title rests, when applied to a building or land. Property Owner further means any part owner, joint tenant in common, tenant by the entirety, or joint tenant, of the whole or part of such building or land. Property owner may also include the owner or possessor of a leasehold interest in real property.

I. Paved Parking Area means any asphalt, bluestone, bricks, brick pavers, pervious pavers, crushed gravel, poured concrete, other hard rock surface or other masonry-like material completed in a professional manner, rolled to a smooth or level surface and maintained free of loose materials or excessive vegetative growth, situated on the property behind the property line and located and accessed in accordance with the provisions of the Prince George’s County Zoning Ordinance.

J. Person means any individual, natural person, legal entity, joint stock company, partnership, voluntary association, society, club, firm, company, corporation, business trust, organization, owner, occupant, or any other group acting as a unit, principal or agent, or the manager, lessor, lessee, agent, servant, partner, member, director, officer or employee of any of them including an executor, administrator, trustee, receiver, or other representative appointed according to law.

K. Registry Law means Maryland Annotated Code, Real Property Article, §14-126.1.

L. Repeat Violator means any person that has been noticed for two violations of this Ordinance in an eighteen (18) month period.

M. Board of Commissioners means the President and Commissioners of the Town of Upper Marlboro.

N. Vacant Property means a residence that is not occupied on a regular and habitual basis by the property owner or any other person for the usual and customary purposes for which the residence is designed and lawfully permitted.

O. Weeds means brush, plants, or any noxious growth that is injurious to public health, agriculture, recreation, wildlife or property. This definition excludes properly tended trees, ornamental plants, flowers, vegetable plants, or undisturbed woodland, not otherwise in violation of this Ordinance.

**SECTION 6. ~~VIOLATIONS~~ ADOPTION OF COUNTY CODE**

THE PROPERTY STANDARDS OF THE TOWN OF UPPER MARLBORO SHALL BE THE CURRENT PROPERTY STANDARDS CODE OF PRINCE GEORGE'S COUNTY. THE OFFICIAL BUILDING CODE OF PRINCE GEORGE'S COUNTY AND OTHER RELATED CODES TOGETHER WITH THE CHANGES, DELETIONS, OR MODIFICATIONS

PRESCRIBED IN SAID CODES, AS AMENDED FROM TIME TO TIME, SHALL APPLY TO ALL BUILDINGS BEING CONSTRUCTED IN THE TOWN OF UPPER MARLBORO.

The following are considered violations of this Ordinance:

- ~~A. Condition of Exterior Property Areas. All exterior property areas shall be maintained in a reasonably clean and sanitary condition, free from any accumulation of debris, litter, stagnant water, or garbage. If pests are found, the property owner shall initiate the extermination process which shall not be injurious to the health of humans or domestic animals.~~
- ~~B. Tall Grass and Weeds. All exterior property areas shall be properly maintained and no grass or weeds more than twelve (12) inches tall, other than annual or perennial cultivated flowers, and plants, bushes, shrubs, garden and yard plantings, and trees properly maintained by the property owner or agent shall be allowed to accumulate or grow on any private property. No vegetation shall be allowed to grow in, or into, the public curb, gutter or paved area of the right of way.~~
- ~~C. Discarded Vehicles. It shall be unlawful for any person to discard any vehicle on any residential lot within the corporate limits of the Town.~~
- ~~D. Vehicle Condition and Storage. No property owner or agent shall permit an abandoned, junked, wrecked, unregistered, or non-road worthy vehicle as defined in this Ordinance to remain on such property, except when enclosed in a garage.~~
- ~~E. Motor Vehicle Parts. Exterior property areas shall not be utilized for the storage of motor vehicle parts.~~
- ~~F. Exterior Property Storage. Exterior property areas shall not be utilized for the open storage of building materials, bathroom or kitchen fixtures, furniture, or lawn and garden equipment, irrespective of age or condition, except for routine garden maintenance equipment, outdoor lawn furniture, or materials used in construction or renovation projects with the appropriate Prince George's County and Town permits.~~
- ~~G. Wood Storage. The storage of wood and other materials not proscribed by this Ordinance, including organic compost piles, shall be accomplished in a manner designed to avoid rodents, termites and other insect infestation. Wood shall be stored at least six (6) inches above the ground.~~
- ~~H. Vegetation. All vegetation located on exterior property areas shall be maintained in such a way so as not to pose a danger or obstruction to adjoining property, pedestrians or vision of any motorist.~~
- ~~I. Parking Surfaces. A paved parking area must be accessed by a curb cut if the property has a curb installed along the street unless granted an exception by the Board. The curb cut shall be constructed of poured concrete completed in a professional manner, situated totally within the public right of way, where applicable; constructed in accordance with the road ordinance or construction codes of Prince George's County and located in accordance with the Prince George's County Zoning Ordinance. Grassy yards or other unpaved areas shall not be used for the parking of boats, motorcycles, motor vehicles of any type, trailers or similar items on a~~

~~residential property except during a “snow emergency.” All wheels of said vehicle(s) must be parked on an approved paved parking area in order to be in compliance with this Ordinance.~~

~~J. Building Security. No property owner or agent shall allow vacant structures or property to become a public nuisance, safety or health hazard, or be in a condition that could encourage trespassing.~~

~~K. Accessory Structures. No accessory structure shall pose a public health, safety hazard, or fall into disrepair. All accessory structures shall comply with Prince George’s County and Town Ordinances and any improvements to such accessory structures shall be duly permitted. A Code Enforcement Officer or other Town designated representative may require a property owner, at the property owner’s expense, to repair or replace a fence not in compliance with the Prince George’s County Zoning Ordinance. Any fence repair or replacement shall comply with provisions regarding location, height, and material in the Prince George’s County Zoning Ordinance.~~

~~L. Identification. All premises shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.~~

**SECTION 7. NOTICE OF VIOLATION OF STANDARDS AND PENALTY FOR VIOLATION**

A. Except for violations of the Registry Law, whenever the Code Enforcement Officer, a sworn police officer or other designated Town representative determines that there are reasonable grounds to believe that there has been, or is, a violation of any provision of this Ordinance or of any rule or regulation adopted pursuant thereto, the Code Enforcement Officer, sworn police officer or designated representative shall give notice of such alleged violation to the person or persons responsible therefore, as herein after provided unless otherwise noted in this Ordinance. Such notice shall:

1. Be in writing;
2. Include a description of the real property sufficient for identification;
3. Include a statement of the reason why the notice is being issued with reference to the Section of this Ordinance violated;
4. Allow time, as set forth in this Ordinance, for the remedial action required to correct the violation; and
5. Contain:
  - a. An outline of the remedial action which, if taken, will effect compliance with the provisions of this Ordinance and with the rules and regulations adopted pursuant thereto, if any; and
  - b. The requirement that the violation must be fully corrected within the timeframe, as specified in Section 10 of this Ordinance. For each additional prescribed period that the

violation is not fully corrected, notice will be issued of the fine amount as due and payable to the Town of Upper Marlboro. Fines for failure to take remedial action shall be established by Resolution of the Board of Commissioners, but shall not exceed the amount of one thousand dollars (\$1,000.00). Failure to pay a fine may result in the amount of any fine or fines imposed to be collected in the same manner as delinquent Town taxes.

B. Service of notice that a person and/or property is in violation shall be as follows:

- 1. By delivery to the property owner or agent personally or by leaving the notice at the usual place of abode of the property owner or office of the agent with a person of suitable age and discretion who shall be informed of the intent thereof; or
- 2. By appropriate means of mail addressed to the property owner or agent at the address provided to the Town by the property owner or agent with postage prepaid thereon with return receipt requested, or if said letter is returned with receipt showing non-delivery, then
- 3. By posting a copy of the notice in a conspicuous place on the premises affected by such notice.

**SECTION 8. TOWN ABATEMENT**

Provided that notice has been served pursuant to Section 7 of this Ordinance, the Town of Upper Marlboro and its officials, employees and agents shall have the right, after thirty (30) days of continued violation, to enter onto the premises of the property in violation to abate any violation. The costs of such abatement shall be charged to the property owner and after attempting to deliver an invoice payable within thirty (30) days to the property owner may be collected in the same manner as delinquent Town property taxes. If the property is vacant, and upon serving notice the Town shall have the right to abate after fifteen (15) days of continued violation.

**SECTION 9. VACANT AND FORECLOSED PROPERTIES**

A. In the event that a Code Enforcement Officer, sworn police officer or other Town designated representative determines that the condition of a vacant property constitutes a violation, a responsible person or occupant shall be notified of the violation of this Ordinance by certified mail and have fifteen (15) calendar days to correct the violation. If, after fifteen (15) days from the date of notification, the violation has not been corrected, the Town of Upper Marlboro and its officials, employees and agents shall have the right to enter upon the premises of the property in violation to abate any and all violations. Failure of the property owner to pay the Town within thirty (30) days for the cost of abatement upon the Town’s reasonable attempt to deliver an invoice may result in collection in the same manner as delinquent Town property taxes.

B. All foreclosed properties within the Town shall register with the State of Maryland Foreclosed Property Registry. Failure to register a property located in the Town under the Registry Law shall be a municipal infraction punishable by a fine of up to one thousand (\$1,000.00) or as otherwise established from time to time by Resolution.

C. The Code Enforcement Officer shall obtain access to the Foreclosed Property Registry and maintain an updated list of all known vacant residential properties, and corresponding contact information, located within the Town.

**SECTION 10. TIMEFRAME FOR NOTICES OF STANDARDS AND PENALTIES OF VIOLATION**

The definitions below provide categories of timeframes for issuing the initial violation notice, a subsequent violation notice and assessment of penalties and fines.

- 1. First Offense: a person shall have fifteen (15) days from the time the correction notice has been issued to correct the violation. If, after fifteen (15) days, the violation has not been corrected, another notice to correct which imposes a fine shall be issued. A recurring and cumulative fine and subsequent notice to correct shall be issued in seven (7) day intervals thereafter until the violation is corrected.
- 2. Repeat Offender: a person shall have seven (7) days from the time the correction notice was issued to correct the violation. If, after seven (7) days, the violation has not been corrected, another notice to correct which imposes a fine shall be issued. A recurring fine and notice to correct shall be issued in seven (7) day intervals thereafter until the violation is corrected.

**SECTION 11. REPEAT VIOLATIONS**

A. Unless otherwise noted in this Ordinance, two (2) violations of the same type occurring within an eighteen (18) month period shall be considered a repeat of any previous violation and the property owner or agent shall be deemed a repeat violator. Repeat violations are subject to Town abatement if not corrected within twenty-one (21) days. The costs of such abatement may be charged to the property owner and may be collected in the same manner as delinquent Town taxes. A repeat violation may pertain to a subsequently noticed violation of the same of a different subsection of Section 6 of this Ordinance.

B. Unless otherwise noted in this Ordinance, if a property is issued three (3) or more notices for the same violation occurring within an eighteen (18) month period, the property shall become subject to immediate fines.

**SECTION 12. ~~RIGHT TO APPEAL~~**

~~A. Any person affected by any notice of violation and subjected to a fine may elect to appeal to the Board of Commissioners as follows:~~

- ~~1. Any person affected by any notice of violation which had been issued in connection with the enforcement of any provision of this Ordinance and subject to a fine may request and shall be granted a hearing on the matter by the Board of Commissioners, provided that such person shall within ten (10) days after service of a notice of violation, file with the Board of Town Commissioners a signed written notice of administrative appeal, requesting a hearing and setting forth a brief statement of the reasons therefore. Upon receipt of such notice of appeal, the Board of Commissioners shall set a time and place for such hearing and shall determine such appeals as promptly~~

~~as practicable. The Board of Commissioners, with a quorum present, shall hear such appeals.~~

~~2. After such hearing, the Board of Commissioners may, by a majority of members present, affirm, amend, modify, rescind or withdraw the notice of violation with any assessed fine that has been appealed. Any person who shall fail, refuse or neglect to comply with the decision of the Board of Commissioners shall be deemed guilty of violating the provisions of this Ordinance.~~

~~3. In the event a person affected by a notice of violation and subjected to a penalty wishes to contest the decision of the Board of Commissioners, he or she may notify the Town Clerk or designee of his or her intent within ten (10) days after the rendering of the decision by the Board of Commissioners. In such event, the Town shall issue a municipal infraction citation to the affected person who may request a de novo trial in the District Court of Maryland for Prince George’s County pursuant to Md. Ann. Code, Local Government Article, Title 6. The decision of the Board of Commissioners in such a case shall be stayed, pending adjudication of the matter by the District Court of Maryland for Prince George’s County. To the extent of this Section of the Ordinance, any notice of violation of this Ordinance previously issued and made subject to adjudication shall be considered a municipal infraction of the Town.~~

~~B. Failure to pay any fine and/or cost of abatement included in a judgment awarded pursuant to adjudication may result in the amount of any fine, fee or cost imposed or sanctioned by the court to be collected in the same manner as delinquent Town property taxes.~~

~~C. An appeal of an assessment or collection of any fee or cost to abate any violation as permitted by this Ordinance that was not awarded pursuant to adjudication by the court may be sought pursuant to the procedures provided in Subtitles 4 and 9 of Title 13 of the Tax General Article of the Md. Ann. Code.~~

**SECTION 13. RENTAL PROPERTIES**

All rental properties within the cooperate limits, regardless of zoning, shall be properly licensed and inspected, as required, by Prince Georges County. The Town shall notify the County in a timely manner of any unlicensed rental properties found as they are discovered.

**SECTION 14. SEVERABILITY**

If any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance.

**SECTION 15. VIOLATION FINES, FEES AND SCHEDULE**

SHALL BE THE SAME AS PRINCE GEORGE’S COUNTY

~~A. Unless otherwise stated herein, violation of any provision of this Ordinance shall be subject to a fine and/or fee, which may be set or changed from time to time by resolution of the Board of Commissioners. Failure to pay any fee, fine, late fee and/or costs to abate, or incurred to repair~~

~~damage to Town property such as aprons, curbs, gutters, sidewalks, or streets will result in the amount of any fine, late fee or repair costs incurred being recorded as a lien against the property and collected in the same manner as delinquent taxes.~~

~~B. A late fee not to exceed \$25 may be assessed for any fine, charge or invoice for abatement that is left unpaid for more than 30 days. A late fee may not be assessed unless included in the judgment if the violation is adjudicated in the District Court.~~

~~C. The initial fine and fee schedule established by this Ordinance is as follows:~~

CATEGORY OF VIOLATION (§ 6, SUBSECTION)	Fine, 1st Offense	Repeat, Multiple Offense
<del>A. Condition of Exterior Property Areas</del>	<del>\$50</del>	<del>\$100</del>
<del>B. Tall Grass and Weeds</del>	<del>\$50</del>	<del>\$100</del>
<del>C. Discarded Vehicle</del>	<del>\$50</del>	<del>\$100</del>
<del>D. Vehicle Condition &amp; Storage</del>	<del>\$50</del>	<del>\$100</del>
<del>E. Motor Vehicle Parts</del>	<del>\$50</del>	<del>\$100</del>
<del>F. Exterior Property Storage</del>	<del>\$50</del>	<del>\$100</del>
<del>G. Wood Storage</del>	<del>\$50</del>	<del>\$100</del>
<del>H. Vegetation</del>	<del>\$50</del>	<del>\$100</del>
<del>I. Parking Surfaces</del>	<del>\$25/ incident</del>	<del>\$25</del>
<del>J. Building Security</del>	<del>\$50</del>	<del>\$100</del>
<del>K. Accessory Structures</del>	<del>\$50</del>	<del>\$100</del>
<del>L. Premises Identification</del>	<del>\$50</del>	<del>\$100</del>

AND BE IT FURTHER ENACTED AND ORDAINED by the Board of Commissioners of the Town of Upper Marlboro, Maryland that said Board may set the fines, penalties, and fees associated with violating this Ordinance from time to time by resolution.

AND BE IT FURTHER ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that any prior ordinances adopting and enacting any provision of this Ordinance or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found in conflict herein shall be deemed repealed and superseded by the provisions of this Ordinance, and should a previously enacted ordinance cover a provision or subject that is not covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this

Ordinance.

AND BE IT FURTHER ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this Ordinance 2016-03 upon taking effect shall replace and repeal Ordinance 88- 1: Litter and Weeds.

AND BE IT FURTHER ORDAINED AND ENACTED, 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 ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that Deputy Clerk Kyle Snyder is hereby appointed to serve as Code Enforcement Officer of the Town with all powers, authority, responsibilities, immunities and privileges thereunto pertaining.

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

AND BE IT FURTHER ORDAINED AND ENACTED, by the Board of Commissioners of the Town of Upper Marlboro, Maryland that this ordinance shall be fully effective throughout the corporate territory of the Town including any subdivision governed by a homeowners or condominium association as defined by Titles 11 and 11B of the RP Article of Md. Ann. Code.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE TOWN OF UPPER MARLBORO,  
BOARD OF COMMISSIONERS





# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

Tel: (301) 627-6905  
Fax: (301) 627-2080

[info@uppermarlboromd.gov](mailto:info@uppermarlboromd.gov)  
[www.uppermarlboromd.gov](http://www.uppermarlboromd.gov)

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

## MEMORANDUM

To: Board of Town Commissioners  
From: Sarah Franklin | Mayor  
Date: Tuesday, September 5, 2023  
Re: Circuit Rider Manager Hiring Process

Commissioners: Below is information regarding the hiring process for the Office Manager / Assistant Administrator under the Circuit Rider Program.

### The Circuit Rider has two components:

1. An office manager for the Towns of Eagle Harbor and Morningside, who will also aid the Upper Marlboro's Town Administrator.
2. A grant writer: The Town is currently contracting those services and should sign a one-year contract for them.

### The hiring process for the Office Manager/Assistant Administrator would be:

- Post job description 9/8 (The job description has already been approved by the Upper Marlboro Board of Commissioners, the Town of Morningside, and the Town of Eagle Harbor).
- Begin to schedule interviews the week of 10/9, (The three Mayors will represent each Town for the interview process).
- Offer extended to the preferred candidate the week of 10/30.
- Office Manager / Assistant Administrator will start the week of 11/13 or 11/27.

## GRANTS MANAGEMENT AGREEMENT

This Business Administration & Grants Management Agreement ("Agreement") is made effective September 1<sup>st</sup>, 2023.

**BETWEEN: Adrienne M. Augustus**

**AND: The Town of Upper Marlboro**, a municipality organized and existing under the laws of the state of Maryland with its head office located at 14211 School Lane, Upper Marlboro MD 20772.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. GRANTS MANAGEMENT SERVICES

The Town of Upper Marlboro hereby employs Adrienne M. Augustus to perform the following services in accordance with the terms and conditions set forth in this agreement: Adrienne M. Augustus will consult with the officers of The Town of Upper Marlboro concerning matters relating to grants management for the Town of Upper Marlboro under the supervision of the Town Administrator, and up to 3hrs (included in total hours worked) per week assisting with Police grants and communication under the supervision of the Chief of Police.

### 2. TERMS OF AGREEMENT

This agreement will begin September 1<sup>st</sup>, 2023, and will end August 31<sup>st</sup>, 2023. Either party may cancel this agreement with 30 days' notice to the other party in writing by certified mail or personal delivery.

### 3. TIME DEVOTED BY THE CONSULTANT

It is anticipated that Adrienne M. Augustus will spend approximately 10-15 hours weekly fulfilling the obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of 40 hours per month to their duties in accordance with this agreement.

**4. PLACE WHERE SERVICES WILL BE RENDERED**

Adrienne M. Augustus will perform most services in accordance with this contract at a location of her discretion. In addition, Adrienne M. Augustus will perform services on the telephone, computer, and at times at the Town of Upper Marlboro location and such other places as necessary to perform these services in accordance with this agreement.

**5. PAYMENT TO THE COMPANY**

Adrienne M. Augustus will be paid at the rate of \$2,200 per month for 40 hours of work, and \$43 per hour for work done over 60 hours per month, for work performed in accordance with this agreement. Adrienne M. Augustus will submit a monthly invoice and itemized statement setting forth the time spent, and services rendered, and the Town of Upper Marlboro will pay the company the amounts due as indicated by statements submitted by Adrienne M. Augustus within 15-30 days of receipt.

**6. COMPANY CONSULTANT**

Adrienne M. Augustus agrees that the consultant will act as an independent contractor in the performance of her duties under this contract. Accordingly, Adrienne M. Augustus shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the consultant's activities in accordance with this contract.

**7. CONFIDENTIAL INFORMATION**

Adrienne M. Augustus agrees that any information received by The Town of Upper Marlboro during any furtherance of her obligations in accordance with this contract, which concerns the personal, financial, or other affairs of The Town of Upper Marlboro will be treated by Adrienne M. Augustus in full confidence and will not be revealed to any other persons, firms, or organizations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Adrienne M. Augustus

Date

\_\_\_\_\_  
Town of Upper Marlboro  
Mayor Sarah Franklin

Date



# 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

## MEMORANDUM

To: Board of Town Commissioners  
From: Darnell Bond, Public Works Director | John Hoatson, Town Clerk  
Date: Monday, September 11, 2023  
Re: Church Street RFP Submissions: 14525 Church Street

Commissioners,

The Town published **RFP# UM 2023-03 Church Street Parking Lot Improvements: 14525 Church Street**. The RFP provided the project overview, existing condition, scope of work along with the budget for the project. The Town’s budget for this project is not to exceed \$260,000. The RFP was posted on the Town website and social media. The Town received one submission before the RFP deadline of Thursday, September 7, 2023, by 5:00 PM.

Group	Location	Cost
Warren Builds	Upper Marlboro, Maryland	\$341,500.00

Attached to this memo is the full submission received from the above firm. The Board could vote to select a firm at the September Town Meeting.

September 7<sup>th</sup>, 2023

Town of Upper Marlboro  
ATTN: Mr. Darnell Bond, Director of Public Works  
Upper Marlboro Town Hall  
14211 School Lane  
Upper Marlboro, MD 20772

RE: RFP # UM 2023-03—Church Street Parking Lot Improvements

Dear Mr. Bond:

Thank you for the opportunity to respond to the subject request for proposal (RFP). WarrenBuilds is a well-known Prince George' County-Based Small Business (CBSB) and Minority Business Enterprise (MBE) with headquarters on Main Street in Upper Marlboro. We are a best-in-class General Contractor with significant experience providing a wide range of construction, site work, and facility services to government and commercial clients, including a strong portfolio of work for Prince Georges County. A current capability statement is found at Enclosure 1.

On review of the proposed scope of work, we believe it will prove difficult for the town to achieve all of its objectives within the currently available funding. This entails more than simple cost management or cost engineering; we believe there may be additional required costs that have not been considered. For example, the transition from a pervious to an impervious paving surface will most likely have stormwater management implications. It would be wise to engage the services of a qualified civil engineer with experience in stormwater management to assess this aspect of the project and advise the town on any compliance issues that arise. Planning should begin now for any stormwater management structures and site features that are necessary and practical.

Our preliminary (prior to design) cost estimate to perform the required work is found at Enclosure 2, along with our specified exclusions. We look forward to the prospect of discussing the project further, including evaluation of any potential cost engineering modifications. Should you have any questions, please contact our Director of Pre-Construction, Mr. Jon O'Keefe, at (301) 543-9303 / JonO@warrenbuilds.us. We look forward to serving our home town in this effort.

Sincerely,



Shane W. Warren  
CEO

Encls:

1. WarrenBuilds Capability Statement
2. Proposal Cost Estimate

## Sites, Landscapes, and Hardscapes



Good builders construct good buildings. Great ones create places where we live, work, and thrive.

Where some see vacant space, we see possibility.

We create communities and campuses where people dream, achieve, and celebrate.



[www.warrenbuilds.us](http://www.warrenbuilds.us)



14503 Main Street  
Upper Marlboro, MD 20772



(301) 627-8989

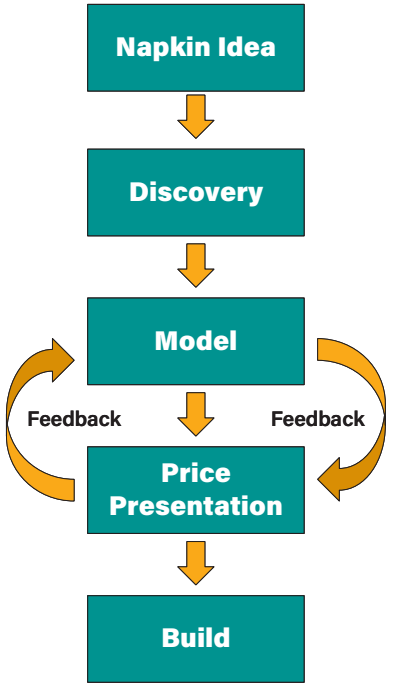
### Certifications:

Minority Business Enterprise: Maryland (MDOT); Prince Georges, Baltimore, & Howard Counties; Baltimore City; Washington DC (LSDB); Prince Georges County Based Small Business (CBSB)

### NAICS Codes:

236220, 238210, 238220, 238990, 561210, 561720, 561730

### Our Proven Process



### Partners in the Development Team

A project is more than physical spaces. Each begins with vision, guiding the development team to see all possibilities. Great communities, campuses, and centers of commerce and government are created by teams that integrate many disciplines, skills, and perspectives. WarrenBuilds is a Best-in-Class General Contractor providing Design-Build Landscape and Hardscape Construction, General Construction, and Site Development services. We work in partnership with specialists in real estate, finance, planning, engineering and design, and others disciplines on multi-functional teams that conceive, plan, resource, build, connect, finish, manage, and maintain great projects. We rely on a proven process to transform your ideas sketched on a napkin into buildable concepts, complete plans, and ready projects.

### Regional Knowledge & Experience

WarrenBuilds has served commercial and government clients across the Washington DC, Maryland, and Virginia (DMV) region for over two decades. Our leadership team has worked with developers, owners, designers, and stakeholders on site development tasks from land acquisition, titling, and recordation to obtaining easements, permits, approvals. We've managed feasibility studies and environmental analyses, prepared project plans, and guided them through approvals. Our decades of experience and robust regional network of subcontractors, suppliers, and industry contacts make us a valuable construction prime contractor and team partner. We have a certified landscape architect on staff to coordinate and manage our landscape and hardscape projects.

### Site Development, Landscaping, & Hardscaping

WarrenBuilds oversees all aspects of site planning, development, design, and installation to transform a site into a complete and cohesive location. We assist in acquiring the site, overseeing needed studies, preparing detailed plans, and designing site layouts, features, and components. We help prepare budgets, create project schedules, and manage projects through each phase. We implement the plans we create, clearing and grading the site, building storm water systems, utilities, and infrastructure, and installing all hardscapes, landscapes, furnishings, and features. We understand our role working for the owner/developer. At the same time, we never lose sight of this fact: when our work is done, people will use what we build. We develop each site as if it were our own.



## Experience & Commitment

Over a quarter century, WarrenBuilds has helped create hundreds of commercial, government, and mixed use projects. We've built schools, campuses, business centers, neighborhoods, and government buildings. We've worked with partners across the region, making the place we call home a little better each day. Our selected experience capsules (below) illustrate our commitment: WarrenBuilds the change we want to see.



### Kaiser Permanente Medical Center

Kaiser Permanente's Largo, Maryland, medical center is the largest in the Mid-Atlantic region. WarrenBuilds supplied and installed all hardscapes, landscapes, plantings and planting beds, site accessories and furnishings, IPE deck and cable railing. We value engineered site features and components and built bio-retention structures around the boardwalk to meet exacting design standards. We tested site grading to validate required drainage performance. Much of the landscaping and IPE decking was designed and installed around a sensitive bio-retention facility; we performed all work with extreme care to avoid contamination. Working under a tight timeline for the grand opening, WarrenBuilds delivered on time and within budget.

### MGM National Harbor

MGM National Harbor is a \$1.4B resort complex on 23 waterfront acres on the Potomac River near Washington, DC. WarrenBuilds created the campus landscape and hardscape features prior to the grand opening in December 2016. We installed all trees and plants, performed site carpentry, executed the design and engineering of the IPE decks at the pool terrace, and designed and installed site furnishings and structural planters. We installed irrigation systems and constructed storm water management features and built aggregate pathways across the campus. We used a tower crane to install 2,000 yards of fine structural soil and structural foam for the casino terrace. We designed and installed drainage systems in areas with poor soil to enable planting of the larger trees on the site.

### Magnolia Cove Community

WarrenBuilds developed Magnolia Cove, an 87-acre residential enclave in Brandywine, Maryland. We acquired the land, designed the site, and installed all infrastructure and amenities for 17 home sites, sized from two to eight acres. We performed all site clearing, excavation, and grading, installed storm drains and bioswales, and built and planted community landscaping areas. We installed sediment controls, built 3,500 LF of primary roadway and associated road infrastructure, and installed all site paving, street lighting, and other features to create a cohesive, living community.

### Intelligence Community Campus (ICC)

The Intelligence Community Campus (ICC) is a 40-acre campus bringing together elements of 16 federal intelligence community agencies in a single collaborative campus. Developed in the aftermath of the September 2001 terror attacks, the site has been renovated and constructed to provide a secure, sustainable, state-of-the-art interagency complex. WarrenBuilds provided landscape installation and maintenance services in the development of the ICC. We installed bio-retention areas, installed hardscape features, and performed installation and maintenance of trees, plants, and planting beds. All work was performed in a sensitive environment on a secure campus, using agency-cleared workers.

Scope of Work Line Item	Estimated Cost (with Mark Ups)
Site Paving Work: excavation, new base, two courses of asphalt	\$ 161,600
Site Electrical Work: design, permitting, lighting (4 each 15' poles with motion sensors, panels, lockable enclosure, conduit for future electric vehicle (EV) charging stations	\$ 75,900
Lot Finishing Work: striping, signage, parking bumpers (including handicapped parking spaces)	\$ 8,000
General Conditions: Mobilization, Project Management	\$ 35,000
<b>Subtotal</b>	<b>\$ 280,500</b>
Civil Engineer Allowance	\$ 19,000
EV Charging Station Allowance	\$ 42,000
Stormwater Management Features	Pending analysis & design
<b>Project Total</b>	<b>\$ 341,500</b>

Exclusions:

- All design work is covered under civil engineering allowance
- Trade permits only; testing and inspection by others
- Pricing does not include unsuitable soil remediation or unforeseen conditions
- Does not include fencing or pedestrian control





# Town of Upper Marlboro

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

## MEMORANDUM

To: Board of Town Commissioners  
From: Darnell Bond, Public Works Director | John Hoatson, Town Clerk  
Date: Monday, September 11, 2023  
Re: Spring Branch Road RFP Submissions

Commissioners,

The Town published **RFP# UM 2023-04 Spring Branch Drive Rehabilitation & Resurfacing**. The RFP provided the project overview, existing condition, scope of work along with the budget for the project. The Town’s budget for this project is not to exceed \$280,000. The RFP was posted on the Town website and social media. The Town received one submission before the RFP deadline of Thursday, September 7, 2023, by 5:00 PM.

Group	Location	Cost
NVM Paving & Concrete	Fairfax, Virginia	\$91,971.06

Attached to this memo is the full submission received from the above firms. The Board could vote to select a firm at the September Town Meeting.



# Spring Branch Drive Rehabilitation

SarahFranklin

**Project:**

Spring Branch Drive Rehabilitation  
14100 Spring Branch Dr  
Upper Marlboro, MD 20772-2867  
United States Of America

**Created by:**

Ron Weisletten  
ron@nvmpaving.net  
703-929-6815

**Prepared for:**

Sarah Franklin Spring Branch Drive Rehabilitation

OPP-23-021605  
09 / 07 / 2023

Account Information	Contact Information	Rose Paving Information
<b>Account Name:</b> Spring Branch Drive Rehabilitation	<b>Contact Name:</b> Sarah Franklin	<b>Account Executive:</b> Ron Weisletten
<b>Street Address:</b> 14100 Spring Branch Dr	<b>Contact Email:</b> sfranklin@uppermarlboromd.gov	<b>Email:</b> ron@nvmpaving.net
<b>City State Zip:</b> Upper MarlboroMD20772-2867	<b>Contact Phone:</b> 2403032108	<b>Cell:</b> 703-929-6815

Notes/Exclusions
Complete work as per the Spring Branch Drive rehabilitation and resurfacing RFP # UM 2023-04

PRICING TABLE				
Service Line Name	QTY	U of M	Depth	Subtotal
Asphalt Mill and Overlay @ 1.5	48744	SF	1.50	\$61,813.54
Asphalt - Full Depth Patching	9000	SF	2.00	\$15,400.84
Traffic Control	1	EA		\$3,375.00
Sealcoat PMM - Spray / Spray	4026	SF		\$2,981.68
Restore Thermoplastic Markings	1	Bays		\$8,400.00
				<b>\$91,971.06</b>

Subtotal	<b>\$91,971.06</b>
Tax	<b>\$0.00</b>
<b>Total</b>	<b>\$91,971.06</b>

**CUSTOMER APPROVAL**

Total Dollars Approved: **\$91,971.06**

Name:

Authorized Signature:

**BILLING INSTRUCTIONS:**

Scope Detail	
Service Line Name	Service Description
Asphalt Mill and Overlay @ 1.5	<p>Provide traffic control during paving operations.            Mill the entire asphalt surface to the specified depth.            An additional charge will apply if the existing milled asphalt is mixed with paving fabric material. The asphalt plants will not recycle asphalt millings mixed with paving fabric which forces us to haul the millings to a landfill for a fee.            If undercut is required due to unsuitable base, an additional charge will apply.            All surfaces to be paved will be cleaned of all loose materials and a tack coat applied.            Install hot surface mix asphalt (SM 9.5mm PG 64-22) to the specified depth.</p>
Asphalt - Full Depth Patching	<p>Cut square and excavate damaged asphalt to specified depth.            Remove debris to approved facility.            Mechanically compact sub-grade to an unyielding condition.            Apply tack coat to all vertical edges to ensure adhesion.            Install Hot Mix Asphalt to specified depth.</p> <p>Note:            If asphalt is thicker than specified depths an additional charge will apply for additional asphalt material. Upon removal of the asphalt the stone base will be inspected for stability. If the stone base or sub-grade is soft or the stone base is not stable enough to support loads, base repairs can be performed for an additional charge.</p>
Traffic Control	<p>Provide a state certified traffic control crew to manage traffic around the repair area. Cones and signs will be set up as per the MOT plan.</p>
Sealcoat PMM - Spray / Spray	<p>Clean asphalt pavement with mechanical blowers and brooms to remove dirt and debris.            Apply a two coats of Polymer Modified Masterseal (PMM) asphalt emulsion sealer with 4-6 pounds of fortified sand per gallon.            Area will be barricaded/secured to allow proper cure time.            Allow a min. of 24 - 36 hours for the sealer to cure properly.            Please make sure all vehicles are removed from parking lot prior to our crew arrival.            (PMM) Asphalt Emulsion is one of our environmentally friendly products that contain no asbestos and it has less than 100g per liter of volatile organic content. This green product is guaranteed to add toughness, suppleness, and adhesion to any parking lot.</p>

Restore Thermoplastic Markings

Restore double yellow line at entrance to Spring Branch Dr

## Rose Paving Terms & Conditions

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.
- 2. TIME LIMITATION:** The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.
- 3. ESCALATION:** This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 4. DELAY:** Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.
- 5. QUANTITIES LISTED:** Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.
- 6. TAXES:** The price quoted in this Proposal is exclusive of any sales, use, or similar taxes imposed on the material or labor provided.
- 7. PAYMENT TERMS:** Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.
- 8. DEPOSIT:** If the Proposal exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 9. CANCELLATION OR DEFAULT:** If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.
- 10. PERMITS AND FEES:** Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of \$250.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits. Where a contractor's license is required, work may be performed under the name Rose Paving, LLC, Northern Virginia and Maryland Contractors, LLC, Northern Virginia and Maryland Contractors, Inc., NVM Paving & Concrete, Inc., or NVM Paving & Concrete depending on the name used on the license in that jurisdiction.

**11. UNMARKED / UNDOCUMENTED UTILITIES:** The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

**12. WORK ACCESSIBILITY:** The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

**13. SOIL CONDITIONS:** The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture, or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

**14. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

**15. CLEANING EXPENSES:** Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

**16. INSURANCE:** Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

**17. INDEMNITY:** Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend, and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.



**18. CHOICE OF LAW & VENUE:** To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
F.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
G.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
H.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

**19. ATTORNEY FEES & COSTS:** In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

**20. JURY WAIVER:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**21. WARRANTY:** Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warranted against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.

**22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images, and videos of the jobsite.

**23. NON-DISCLOSURE:** Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

**24. ALTERATIONS TO THIS PROPOSAL:** Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

**25. SEVERABILITY OF TERMS:** Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

**26. AUTHORITY TO SIGN:** The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

**As a duly authorized representative of Spring Branch Drive  
Rehabilitation, I agree to these Terms & Conditions**



# 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

## MEMORANDUM

To: Board of Town Commissioners  
From: John Hoatson | Town Clerk  
Date: Tuesday, September 5, 2023  
Re: Proposed Election Schedule 2023

Commissioners,

Below is the proposed Election Schedule for the Town of Upper Marlboro | Tuesday | November 7, 2023.

### Proposed Election Schedule 2023

*Elected Official Information Night*  
**Tuesday, September 26<sup>th</sup> | 6:00 PM | Town Hall**

*Absentee Ballot Application Request Start*  
**Friday, October 6, 2023 |**

*Candidate Statements / Signatures Due*  
**Monday, October 9, 2023:**  
**Due To Federal Holiday: Candidate Packets**  
**Must Be In Black Mailbox Outside Town Hall By Midnight!**

*Absentee Ballot Distribution*  
**Friday, October 13, 2023**

*Candidate Forum*  
**Thursday, October 19, 2023**

*Deadline: Voter Registration Town Only*  
**October 28, 2023**

*Election Day*  
**Tuesday, November 7, 2023**  
**Polls Open 8:00 AM until 7:00 PM**



# Town of Upper Marlboro

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## Request for Proposals

### Town of Upper Marlboro Town Attorney

RFP # UM 2023-05

**Project Overview:** The Town of Upper Marlboro invites the submittal of responses to this Request for Proposals (RFP) from qualified Firm(s) interested in providing legal services as the Town Attorney. The Town intends to consider Firms and/or individuals who possess the professional and administrative capabilities to provide the scope of services detailed below. This RFP is being released as a part of the Town's routine reevaluation of all professional service contracts to ensure the responsible use of tax dollars.

**Scope of Project:** This RFP is for a 24-month contract with the Town, with the option for renewal beginning September 1st, 2025. Town Elected Officials will participate in the process of selecting the appropriate firm. The areas of legal work to be provided by the Town Attorney may include the items listed below. While this list is representative of the areas of work required, it is not exhaustive, and, by submitting a proposal, respondents acknowledge and agree that if selected, they will perform work in other areas as may be requested by the Town and acknowledge and agree that some of such work may be assigned to other attorneys.

1. General Legal Guidance: Advise the President and Board of Town Commissioners and Town Administrator on legal questions arising in the conduct of Town business.
2. Prepare Legislation: Prepare and/or revise resolutions and ordinances when requested by the President and Board of Town Commissioners or Town Administrator.
3. Give Opinions: Give opinions on any municipal legal matter or question submitted to them by the President and Board of Town Commissioners or Town Administrator.
4. Attend Council Meetings: As requested, attend President and Board of Town Commissioners meetings or other related meetings. President and Board of Town Commissioners Work Session Meetings are held on the second (2nd) Thursday of each month. Meetings begin at 7:00 p.m. Legislative Meetings are held on the fourth (4th) Thursday of each month. Meetings begin at 7:00 p.m.
5. Application Review: When applicable, provide a review, oversight, and legal advice concerning permit and other applications to the Town.
6. Prepare Legal Instruments: Prepare for execution or review of contracts, deeds, and other instruments to which the Town is a party when so requested by the President and Board of Town Commissioners or Town Administrator.
7. Prosecute Claims and Defend the Town and its Officials and Employees: Under the direction of the President and Board of Town Commissioners, prosecute legal claims on behalf of the Town and defend the Town and its officials and employees in any action or claim against them in their official capacity. In those claims where the Town's insurance company has appointed legal counsel, the Town attorney shall provide only those services requested by the President and Board of Town Commissioners.
8. Make Reports: Immediately report to the Town Administrator (or designee) and President and Board of Town Commissioners the filing of any litigation against the Town, update the

President, Board of Town Commissioners, and Town Administrator on pending litigation on a regular basis, and inform the President, Board of Town Commissioners and Town Administrator of the final outcome of any such claims. Provide the President, Board of Town Commissioners, and Town Administrator with a monthly report of all work performed on their behalf.

9. Real Estate: Prepare or review deeds, easements, and contracts pertaining to real estate and/or property being acquired or sold by the Town.
10. Keep Records: Keep records as required for attorneys general and in compliance with rules for retention of local government records.
11. Public Information Act: Handle or provide advice regarding Public Information Act requests.
12. Personnel Matters: Advise the President, Board of Town Commissioners, Town Administrator, and Department Heads on personnel issues.
13. Annexation: Provide Guidance to the Board of Town Commissioners and Town Administrator on annexation and prepare necessary legal documentation.
14. Municipal Elections: Provide Guidance to the Town Administrator, Town Clerk, and Board of Supervisors of Elections on the proper conduct of the Town’s elections.

**Qualifications and Experience of Legal Counsel:** Each applicant should have at least five (5) or more years of experience as a Municipal attorney, preferably experience with small cities and towns in Maryland. The proposal must include the names of all attorneys within the firm who will be providing legal services to the Town. The proposal should demonstrate the qualifications, competence, and capacity of the attorneys to represent the Town in each of the municipal legal services areas listed above.

**Deadline:** Responses to this RFP are to be submitted by **Friday, October 27th, 2023**, at 5 p.m. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: [Info@UpperMarlboroMD.gov](mailto:Info@UpperMarlboroMD.gov). In-Person: Upper Marlboro Town Hall, 14211 School Lane, Upper Marlboro MD 20772.

**Confidentiality** Vendors must treat any designated documents and information provided by the Town as confidential. The Town will treat all proposals received and the information contained therein as confidential until a negotiated contract is executed or all proposals are rejected.

**Public Statement** No vendor shall make any public statement in relation to this RFP without prior written consent from the Town.

**General Conditions** The following general conditions apply:

- The Town may not necessarily accept the lowest cost proposal but will strive to select the best and most responsive proposal.
- The Town may cancel this RFP or amend its contents at any time prior to acceptance of a proposal.
- If no proposal is acceptable, then the Town may either re-issue the request for proposal or negotiate with one or more vendors for a satisfactory offer.
- The award of a proposal shall not be deemed final unless and until a contract is successfully negotiated and approved by Town.

**Compensation:** Each applicant must include hourly rates for legal services. Please include the rate for each attorney that would be working with the Town. Each applicant must state the

compensation that will be required for the services of the applicant and must specify the minimum time increments for billing. Itemized bills, including the subject matter, date, time, description of service, and individual requesting the service, will be required to be submitted before each payment will be made by the Town of Upper Marlboro. Such bills shall be submitted monthly. Billing for services shall be explained in detail, including all support services and costs such as paralegal, clerical, supplies, mileage, electronic research, and other expenses. Applicants also shall list any services that will be provided free of charge, such as attendance at annual, special Town meetings and/or any non-charges, in-house expenses. Each applicant shall provide an explanation of how the Town will be billed for consultations between two-attorney who are both members of your legal team (if applicable). The Town also requests information about how applicants bill for informational correspondence (i.e., courtesy copies and emails, other billing practices, etc.) The applicant shall state whether the mileage associated with traveling on Town business will be billed to the client.

**Insurance:** The bidder must obtain at its own cost and expense and keep in force and effect during the term of the contract, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the Town prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract as evidence of compliance with this provision. The Town of Upper Marlboro must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the Town of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the Town Administrator.

Coverage Amount or Limits Workers Compensation, Bodily injury by Accident (each) \$100,000 Disease (policy limits) \$500,000 Disease (each employee) \$100,000 Commercial General Liability \$500,000 (Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.) Minimum Automobile Liability (Including owned, hired, and non-owned automobiles.) Bodily injury, each person \$250,000 Bodily injury, each occurrence \$500,000 Property damage, each occurrence \$300,000 Professional Liability \$1,000,000 for errors, omissions, and negligent acts, per claim and Aggregate, Professional Liability (for professional services contracts) \$1,000,000.00 (For errors, omission, and negligent acts, per claim and Aggregate, with one-year discovery period and a maximum deductible of \$25,000)

**Client References:** Each applicant must provide clients and references with email addresses and phone numbers that may be contacted by the Town in connection with the proposal.

**Rejection of Submissions:** The Town reserves the right to do the following: reject any or all submissions, waive informalities and irregularities in the submissions received, and accept any portion of any submission if deemed in the best interest of the Town.

**Incurring Cost:** The Town will not be liable for any cost incurred by entities or proposers prior to executing a contract or purchase order.

**Anti-Lobbying Provision:** Vendors must indicate through written promise within the proposal cover letter that Proposer’s officers, employees, agents, consultants, or lobbyists will not attempt to lobby or influence a vote or recommendation related to the Vendor’s proposal submitted in

response to this RFP; directly or indirectly, through any contact with Town Commissioner or other Town officials between the date that the request is sent out and the date the contract resulting here from is awarded by the Board of Town Commissioners. Such behavior may be an immediate cause for rejection of the Vendor's proposal.

**Point of Contact:** John Hoatson, Town Clerk, can be reached at 301-627-6905 or [clerk@UpperMarlboroMD.gov](mailto:clerk@UpperMarlboroMD.gov) with any questions.

*Thank you for your interest in this Request for Proposals from the Town of Upper Marlboro.*