

# Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

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## REGULAR TOWN MEETING

April 14, 2020 – 7:00 p.m.

### AGENDA

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the general public at this time, interested citizens may participate by video: <https://zoom.us/j/960673084>  
Meeting ID: 960 673 084 Dial-in: 312-626-6799. Please follow public comment procedures.

#### Call to Order

- Roll Call
- Pledge of Allegiance
- Consent to the Agenda

#### Approval of Meeting Minutes & Financial Reports

- Approval of the March 10, 2020 Regular Town Meeting minutes
- Approval of the March 24, 2020 Board Work Session minutes
- Finance Report & Approval of the Treasurer's Report, as of March 31, 2020.

#### Reports

- Department Reports — Public Safety, Public Works, Finance and Clerk's Office
- Committee Reports — Historical, Events, Sustainable Communities, CERT
- Commissioner Reports

#### Business

*Public comment will be taken prior to Business line items (2 minutes per item)*

- 1) Ordinance 2020-03: Personnel System Standards (Board vote)
- 2) Resolution 2020-09: Main Street Maryland Affiliate (Board vote)
- 3) MD Manager Circuit Rider Program Support (Board approval)
- 4) Resolution 2020-10 Media Relations/ and RFP #UM 2020-01 Award (Board vote)
- 5) Resolution 2020-11 Town Solar Installation/ and RFP #UM 2020-03 Award (Board vote)
- 6) FY2021 Budget Process (Board discussion)
- 7) Town response to COVID-19 (Board discussion)

#### Administrative Updates

- 8) Legislation, Projects and Initiatives
- 9) General Commissioner & Staff items

#### Public Comment

*For items not necessarily on the immediate agenda (3 minutes per item)*

#### Adjournment

*All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217  
See back of Agenda for Public Comment Procedures*

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**Kai Bernal-LeClaire**  
Commissioner/Treasurer

**Wanda Leonard**  
Commissioner

**Linda Pennoyer**  
Commissioner/President

## PUBLIC COMMENT PROCEDURES

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

Agendas for meetings are posted on our website and a synopsis of the monthly Town Meeting Agenda is also provided in the "On the Agenda" column of our monthly newsletter, the *Landings*. Outreach and notices of legislative items are also posted on the Town's social media accounts (Facebook & Twitter).

Our meetings are open to the public, and we ask that residents who want to comment to please follow the rules that have been established by "Resolution 2019-02: Adoption of Rules of Order and Regulations for Public Meetings" . . .

### III. Citizen Input

**A.** At regular and special meetings, residents of the Town may have the opportunity to address the Board on any item on the agenda provided a resident is recognized and allowed to speak by the President. Recognized public comment and/or questions that are germane to the immediate agenda item shall be limited to (1) minute. Furthermore, each regular meeting shall also have an agenda item for citizen input regarding any municipal question, during which time any resident of the Town may address the Board for up to three (3) minutes on matters or items not necessarily placed on the agenda. Individuals not residing in the Town may speak at regular or special meetings under conditions specified by the Board. The President or the Board may uniformly change or adjust the time limitations for all speakers depending on the circumstances or provide additional time for experts or other officials.

**B.** Except in instances where the presiding officer expressly invites or allocates time for public testimony, questions, comments, or other forms of participation, or when public participation is otherwise authorized by law, no member of the public attending an open meeting session may actively participate in the session. Public comment by members of the public is not typically designed or intended for interactive dialogue between the Commission and the public, unless the presiding officer specifically allows it or the Commission elects to suspend its rules to allow such colloquy.

**C.** Speakers shall state their name for the record, and their address (**street name only**). Ordinarily, for each agenda item, including citizen input, speakers shall have one opportunity to speak and may not poll or ask questions of individual commissioners, staff or public officials. Otherwise, the Board shall determine the conduct of the public discussions on any issue and may set reasonable time limits for such.

**D.** Ordinarily, work sessions are open to public observation only and public participation is at the discretion of the Board. At work sessions, residents and non-residents may be allowed to speak on any municipal issue, but only under conditions specified by the Board.

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

# Town of Upper Marlboro

## REGULAR TOWN MEETING

March 10, 2020 • 7:00 p.m.

unApproved Minutes

### Call to Order

The meeting was called to order at 7:01 p.m.

Roll Call: Commissioner/Treasurer Kai Bernal-LeClaire; Commissioner Wanda Leonard; and, Linda Pennoyer/President of the Board of Town Commissioners.

Staff present: M. David Williams, Town Clerk; Kyle Snyder/Chief of Staff; UMPD Chief Burse; William Morgan/Director of Finance; Superintendent Darnell Bond/Public Works; Vickie Stewart/Code Enforcement; and,

Also present: TUMHC Chair Patti Callicott; TUMHC Archivist Brian Callicott; Ray Feldman/Feldman Communications Strategies LLC; plus, various citizens and interested parties.

### Pledge of Allegiance

### Consent to the Agenda

The President received unanimous consent to the Agenda.

### Approval of Meeting Minutes & Financial Reports

Commissioner Bernal-LeClaire motioned to approve the Regular Town Meeting minutes from February 11, 2020, the Board Work Session minutes from February 25, 2020, and the Treasurer's Report as of February 29, 2020. Commissioner Leonard seconded. All Board minutes from February's Town Meeting and Work Session, plus, the February Treasurer's Report were unanimously accepted and approved as presented.

### Reports

#### Departments/Committees:

- Chief Burse delivered the UMPD report for the month of February 2020, a printed report was provided in the Commissioners' meeting binder. Chief Burse noted that CERT delivered a second Emergency Preparedness presentation at the February District II Coffee Club. He added Code Officer Stewart has received additional training through MML's State-wide Municipal Code Enforcement seminar.
- Superintendent Bond delivered the Public Works reports for February 2020, a printed report was provided in the Commissioners' meeting binder. He noted that he is currently looking into the Chesapeake Bay Trust grant programs to help with the "Tree-mendous Maryland" project.
- Director of Finance Morgan reviewed highlights of the February Treasurer's Report noting a rise in Fines, Licenses and Permits revenues, adding that, new Food Truck License fees are anticipated. He acknowledged two local businesses, VM Properties LLC and Main Street Coffee & Treats, who recently took advantage of the SC/F.I.P. project funding, helping to close the FY2017 program successfully. He stated that \$112K of the Total Expenses was a timely, matching-grant expenditure for the Playground Project, noting that a \$100K reimbursement from the State is expected. He added the FY2021 Budget preparation is underway, to include Capital Improvements project goals.
- TUMHC Chair Skews reported that the Committee held its Quarterly meeting on February 15<sup>th</sup>, adding their next Archival & Planning Session will be held on March 21 at Town Hall. She noted the recent passing of TUMHC Co-Chair Tanja Hammond on March 2<sup>nd</sup>.

- EC Secretary Franklin reported the Committee is focusing on plans for expanding activities for Marlboro Day 2020 and invited potential volunteers to participate.
- Reporting for SCW Chair Stephens, President Pennoyer stated the Town's Sustainable Community F.I.P. Project has received another application that can utilize the remaining FY2017 grant funding. She added the SCW will now submit an application for the next FY2021 F.I.P. funding cycle. She noted the next SCW Meeting is scheduled for March 25<sup>th</sup> at 1:30 p.m. at Town Hall.

#### Commissioners:

- Commissioner Bernal-LeClaire: Announced he has been working with Director Morgan to create an ongoing dialog on Town financial issues. He added he attended, and delivered opening remarks at, the Maryland Lynching Memorial Project event at Town Hall on February 22<sup>nd</sup>.
- Commissioner Leonard: Reported that she attended the Swearing-in Ceremony for PGC Fire Chief Tiffany Green; the February District II Coffee Club Meeting; and MML's HEPAC meeting in Annapolis.
- President Pennoyer: Stated that, given timeline barriers to the County's official surplus of the Old Stone Building, the Board is looking to repurpose the Town's \$175K State Bond Bill for the "Green" Church Street Parking Lot Project, and to possibly increase space count from 35 to 100. It was just recently learned that the State Bond Bill is actually approved for \$350K.  
She then delivered updates on the following topics: 1.) Marlboro Day is scheduled for May 9<sup>th</sup> with a Rain Date of May 16<sup>th</sup>; 2.) Submissions are due for the April 2020 *Landings* newsletter; 3.) Met with contractor to discuss November 2020 completion date for the Phase 1 Playground Project; 4.) Pursuing a Chesapeake Bay Trust grant to help with various Town's Green-Initiative projects; 5.) Looking to partner with Town of Morningside to utilize a DHCD Circuit Manager Sharing Program to help with project administration and grant-writing; and, 6.) Delivered updates on recent communications from County and State agencies concerning the COVID-19 outbreak, and reviewed measures the Town is taking to help keep everyone safe. Commissioner Leonard added that she was in a teleconference on the subject earlier today with the OEM and County Exec's offices, along with other municipalities and agencies. A special phone line has been established for citizen's questions, that she will forward by email to the Board and Staff.

#### **Business**

- 1.) Ordinance 2020-01 Amending ORD 04-01 to add Food Truck Ops: The Clerk read aloud the Ordinance's introduction and the President opened the floor to public comment. A resident asked what advantages were provided the Town by passing the ordinance. The President answered that at present, with several restaurants having closed, the existing eateries are overwhelmed. She added the Food Truck service would not be every day, but across the board, would provide more choices for the downtown workforce. Fee schedule, days and hours of operation, and placement of events were also reviewed. After discussion, Commissioner Bernal-LeClaire motioned to approve Ordinance 2020-01, Commissioner Leonard seconded. The motion was passed unanimously.
- 2.) Resolution 2020-05 Food Truck Hub Coordinator: The Clerk read aloud the Resolution's introduction, and, after noting the Food Truck Coordinator would be Chief of Staff Kyle Snyder, the President then opened the floor to public comment. *Off-topic*: A resident asked if the Town provides a Code Enforcement Report. The President said not at this time but would consider having one provided going forward. Reporting code violations protocol and procedure were briefly discussed, and a meeting of concerned parties and departments will be scheduled by staff. After discussion, Commissioner Bernal-LeClaire motioned to approve Resolution 2020-05, Commissioner Leonard seconded. The Resolution was approved unanimously.
- 3.) Resolution 2020-06 Food Truck Hub Fees: The President reviewed highlights of the Resolution's fee and permitting schedule. After Clerk Williams read aloud the Resolution's summary, the President opened the floor for public comment. After a brief discussion explaining fee schedule details and parameters, Commissioner Bernal-LeClaire motioned to approve Resolution 2020-06, Commissioner Leonard seconded. The Resolution was unanimously adopted.

- 4.) Ordinance 2020-02 FY20 Budget Amendment: Director Morgan reviewed the amendment's detailed adjustments, such as: An increase of \$3-400K in tax revenues; A decrease of \$200K for unrealized Park Conservation Grant; A \$140K decrease in Parking Enforcement & Meters; and, a decrease of \$90K to Payroll/Salaries/Pension. It was noted that the State Bond Bill was not reflected within these Mid-Year Adjustments but could be in the End-of-Year adjustments, and, the decrease in Salaries was not from current personnel but rather budgeted positions not filled. Commissioner Leonard motioned to approve Ordinance 2020-02, Commissioner Bernal-LeClaire seconded. Ordinance 2020-02 was unanimously adopted and the accompanying FY2020 Mid-Year Detailed Budget Adjustments were also unanimously approved by the Board.
- 5.) Resolution 2020-07 Verizon Franchise Renewal Negotiations: The President gave a short history of the Franchise Renewal process with the County explaining the Resolution is not binding but enables inclusion of the Town in the negotiations. Clerk Williams read aloud the Resolution's introduction the President opened the floor for public comment. Hearing none, Commissioner Bernal-LeClaire noted a typo in the signature block and motioned to approve Resolution 2020-07 as amended. Commissioner Leonard seconded. The Resolution was unanimously approved.
- 6.) Resolution 2020-08 Parking Meter Rates / Gov Oden Bowie Dr: The President explained the lifting of fees on weekends only was specifically to allow residents and visitors to the Schoolhouse Pond to enjoy the recreational facility without having to pay the meters. The Clerk read aloud the Resolution's summary, and the floor was opened for public comment. It was noted by a resident that some residents are becoming frustrated having to pay the meter for just short visits to local stores and facilities downtown. With no other comment offered, Commissioner Bernal-LeClaire motioned to approve Resolution 2020-08, Commissioner Leonard seconded. The Resolution was approved unanimously.
- 7.) Committee Appointments Green Team & Arts Council: President Pennoyer reviewed the need for establishing the new Town Committees. She noted the formation of a "Green Team" is one of the requirements of the Sustainable Maryland Certified program for designation, which will aid in the Town's Green initiative projects. After reading aloud two (2) separate lists of volunteers ready for appointment to their respective committees, Commissioner Bernal-LeClaire motioned to approve the list, but abstained from voting due to possible conflict of interests. Commissioner Leonard seconded. The two rosters of volunteers were approved by a majority of the Board.
- 8.) Ordinance 2020-03 Personnel Guidelines & Compensation: Clerk Williams noted a minor date edit and Commissioner Bernal-LeClaire read aloud the Ordinance's introduction. He explained the need for the Personnel System Guidelines and its importance to budgeting and overall operations. The President noted the Ordinance will be posted online for public comment through March 20th.

### **Administrative Updates**

- 9.) Legislation, Projects and Initiatives: CoS Snyder reviewed a spreadsheet included in the Board's Meeting Packet. Highlights included: 1.) The MD Heritage Area Expansion study has been approved, ATHA to work with the TUMHC in coming 6 months; 2.) Will need asset management policy for Town inventory; 3.) Have submitted a \$2,500 State grant application for Mural Project; 4.) Submitting utility work permits to SHA/District 3 for Streetscape Project installations; 5.) Received one bid for the Media Relations RFP#UM 2020-01, two for Parking RFP#UM 2020-02, and 5 for Town Hall Solar RFP#UM 2020-03; 6.) Draft RFP #UM 2020-04 Accounting/Auditing Services is ready for Board review; 7.) Prep-work underway for Annexation phases 2 and 3, to include community outreach and cost benefit analysis, etc.; and, 8.) Redirecting Bond Bill funding to Main Street Pocket Park, and both the Church Street Lot and Water Street Lot projects.  
It was noted that the hearing for the Petition for Judicial Review of CR-98-2019, concerning the removal of historic designation(s) of the OMES property/buildings, will be held on July 1, 2020.
- 10.) General Commissioner & Staff items: After requesting a 2-week deadline date window for the draft RFP#UM 2020-04, Commissioner Bernal-LeClaire motioned to approve RFP#UM 2020-04 as amended. Commissioner Leonard seconded. The RFP was unanimously approved.  
  
Copies of a new streamlined redraft of Resolution 2019-02 were made available to the Board and attendees for review and public comment.

**Public Comment**

A Town resident expressed major concerns about speeding and other traffic violations in Town especially on Church Street, stating more needs to be done beyond discussion, and, sooner now than later. He also noted a big problem with feral cats and offered information for those interested in helping him control the colony through the tag, spay and release program.

Another resident requested more police presence on School Lane to address trespassing issues especially at night. The President stated the Board was aware of the complaint and will be addressing the issue.

A concerned resident noted a dangerous school bus stop along Old Marlboro Pike at Rectory Lane. She said she has contacted the Board of Education and Dept of Transportation many times to register her complaint and get the location of the stop moved into the residential section on Rectory at Wilson Lane. She asked the Board for help, President Pennoyer said she would help and look into this issue personally.

**Adjournment**

The President motioned to adjourn, Commissioner Bernal-LeClaire seconded. With all in favor, the meeting was adjourned at 8:33 p.m.

Respectfully submitted,

M. David Williams  
Town Clerk/Administrator

# Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772 • 301-627-6905

## Work Session Minutes

March 24, 2020 - 7:00 p.m.

unApproved

### Call to Order

- Meeting was brought to order at 7:01 p.m.
- Roll Call – President Linda Pennoyer; Commissioner Wanda Leonard (by phone); Commissioner Kai Bernal-LeClaire; Town Clerk M. David Williams. Also present: Chief of Staff Kyle Snyder; UMPD Chief David Burse; and, Director of Finance William Morgan.
- Pledge of Allegiance: It was noted all participants are positioned at least 6 feet apart.

### Business

- 1) Emergency Ordinance 2020-04 Emergency Operations: The President explained the timely urgency for the Board to conduct a vote during this Work Session. Commissioner Bernal-LeClaire motioned to adopt Ordinance 2020-04 Emergency Operations, Commissioner Leonard seconded. With all in agreement, the Ordinance was adopted unanimously. Chief of Staff Snyder announced that a "Declaration of a Local State of Emergency" for the President to sign is currently under review by the Town Attorney and should be ready tomorrow.
- 2) FY2021 Budget Revenue Overview: Director Morgan reviewed a line-item overview of current projected revenues for FY2021, adding that totals will change over time. Also, a month-by-month "COVID-19 Financial Impact" statement was distributed to the Board. The President advised all COVID-19 related expenses and losses be tracked and documented.
- 3) Ordinance 2020-03 Personnel System Standards: It was noted that no public input had been received to date but will remain posted for public comment until April 10th. The ordinance is scheduled to be introduced at the April 2020 Regular Town Meeting.
- 4) RFP #UM 2020-01 Media Relations: Chief of Staff Snyder noted only one submission was received to date, and that being from the Town's current supplier. Status details of RFP #2020-02 Parking Enforcement Software was also provided in the Board's Meeting Packet.
- 5) RFP #UM 2020-03 Town Hall Solar Panel Installation: CoS Snyder stated the Town has received a total of 5 submissions and reviewed advantages or disadvantages of each.
- 6) COVID-19/ April Town Meeting: Ideas on how to hold a virtual meeting were discussed by the Board. The general consensus of all was to avoid having the Board, Staff and general public attend in-person at Town Hall. CoS Snyder will investigate providers and best practices, in order to hold a virtual Regular Town Meeting in April that can include the public.
- 7) General Commissioner & Administrative Staff items: The Board discussed scheduling options for Marlboro Day 2020 given the changing forecasts of the COVID-19 spread. After discussion, the President suggested September 19<sup>th</sup> as a new date, instead of cancelling.

### Adjournment

The meeting was adjourned at 7:47 p.m.

Respectfully submitted,

M. David Williams  
Town Clerk/Administrator





# Town of Upper Marlboro

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Upper Marlboro, MD 20772

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Fax: (301) 627-2080

info@uppermarlbormd.gov  
www.uppermarlbormd.gov

## Town of Upper Marlboro Budget vs. Actuals July 2019 – March 2020

	Actual	Budget	% of Budget
<b>Revenue</b>			
Fines, Licenses, Permits	\$233,781.79	\$339,935.00	68%
Grants	\$33,978.15	\$550,829.00	6%
Intergovernmental	\$23,171.70	\$41,315.00	56%
Other Revenue	\$142,437.80	\$341,432.00	41%
Taxes	\$758,275.62	\$852,209.00	89%
<b>Total Revenue</b>	<b>\$1,191,645.06</b>	<b>\$2,125,720.00</b>	<b>56%</b>
<b>Expenses</b>			
General Government	\$838,966.19	\$1,186,517.00	70%
Public Safety	\$233,843.40	\$560,122.00	41%
Public Works	\$203,406.31	\$379,081.00	54%
<b>Total Expenses</b>	<b>\$1,158,500.18</b>	<b>\$2,125,720.00</b>	<b>54%</b>
<b>Committee Overview</b>			
Historical Committee	\$306.46	\$1,500.00	20%
CERT Team	\$238.45	\$1,500.00	16%
Events Committee	\$5,974.84	\$12,500.00	48%





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## MONTHLY NARRATIVE

The month of March as we all know was rough to endure. We've experienced the lowest amount of revenue collected since acquiring the new parking meters with increased enforcement. Roughly a 30% lost in revenue. Other items that may not show now but will be affected in the months to come are earned income taxes, real estate taxes and state mandated revenues.

1. COVID-19 Expenses
2. Weathering the financial hardship
3. FY2021 schedule

## **Town of Upper Marlboro**

### **Profit & Loss**

**March 2020**

#### **REVENUE**

FINES, LICENSES, PERMITS	\$22,059.53
GRANTS	\$0.00
INTERGOVERNMENTAL	\$7,842.67
OTHER REVENUE	\$2.78
TAXES	\$4,265.69
<b>TOTAL REVENUE</b>	<b>\$34,170.67</b>

#### **EXPENSES**

GENERAL GOVERNMENT	\$50,514.46
PUBLIC SAFETY	\$41,764.95
PUBLIC WORKS	\$21,254.96
<b>TOTAL EXPENSES</b>	<b>\$113,534.37</b>



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## Town of Upper Marlboro Balance Sheet As of March 31, 2020

	<u>Total</u>
<b>Cash on Hand and in Banks</b>	
1000 PGFSB Operating Checking	47,352.25
1001 Petty Cash	300.00
1010 PGFSB Payroll Account	0.00
1040 M&T Checking	40,418.15
1060 Sona CD 7977	0.00
1063 Sona CD 1577	0.00
1068 SONA Bank CD 8641	269,594.77
1117 Old Line Bank	102,610.72
1122 Congressional Bank CD 5756	212,310.55
1140 MLGIP	1,995.54
<b>Total Cash on Hand and in Banks</b>	<b><u>\$ 674,581.98</u></b>



# Town of Upper Marlboro Police Department

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

## Monthly Town Police Department Report For the Month of March 2020

### Incidents Reported in Town:

Warrant Service 1	Unknown Trouble Call 2	Suspicious Person 2
House Alarm 1	Business Alarm 1	Accident Report 1
Fraud Report 1		

### Last Month Incidents:

Suspicious Vehicle 2	Found Property 1	House Alarms 1
Business Alarm 1	Check on the Welfare 1	Hit & Run Accident 1
Disorderly Person 1		

The new Police SUVs were equipped with lights and striping.

Chief Burse participated in several conference calls with the Prince George's Chiefs Association discussing the COVID-19 virus.

Chief Burse, Sgt. Irby, and Cpl. de Barros assisted the County Police with the arrest of a suspect wanted for attempted murder.

Chief Burse participated in several conference calls with Prince George's County Office of Emergency Management about COVID-19.

Chief Burse, Sgt. Irby, Cpl. De Barros, and Code Officer Stewart passed out flyers related to the COVID-19 to Town residents.

Chief Burse participated in several conference calls with Maryland State Police and members of the Governor's Office about COVID-19.

Chief Burse, Sgt. Irby and Cpl. deBarros conducted high visibility patrols during the Stay at Home Order.

Chief Burse was trained on a new computer reporting system mandated by the state of Maryland and Federal Bureau of Investigation.

**Kai Bernal-LeClaire**  
Commissioner/Treasurer

**Wanda Leonard**  
Commissioner

**Linda Pennoyer**  
Commissioner/President



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

**Date:** Monday, April 6, 2020  
**From:** Public Works Department  
**RE:** March 2020 – Monthly Status Report

**Capital Improvements** - Public Works Superintendent temporarily suspended site visits for electricians for TH miscellaneous issues. PPE Items for staff were administered. The March MMLPWA joint meeting in Gaithersburg was cancelled amid Covid 19 social distancing concerns. Cleaning crew was moved to a once per week schedule to offset the cost increase of deep cleaning and disinfecting.

**Maintenance and Beautification** – Town properties were aerated, seeded, and placed on a two-week cut interval to allow seeds to germinate and take root. Red stars and variegated liriope were planted, and mulching began at TH. One downed tree was removed from backlot butting up Spring Branch.

**Street and Sidewalk Repairs** – A boom lift was rented to allow crew to install a solar powered LED street light on the residential portion of Old Mill Rd. Herbicide was taken out of storage and mixed in preparation for sidewalk treatments, which will take place when we have a stretch without rain.

**Trainings** – PW team was familiarized with COVID-19 symptoms and urged to stay home should they display any of those symptoms. Crew was also trained on daily disinfecting procedures of vehicles and office area. Social distancing is applied whenever applicable.

**Refuse Accumulations** – Bulk day accumulations for solid wastes (Landfill) are: 12.84 tons. Bulk day accumulations for yard waste collections are: 4.77 tons.

Sincerely,

Darnell F. Bond III  
*Public Works Superintendent*

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**Kai Bernal-LeClaire**  
Commissioner/Treasurer

**Wanda Leonard**  
Commissioner

**Linda Pennoyer**  
Commissioner/President

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

ORDINANCE: 2020-03  
SESSION: Regular Town Meeting  
INTRODUCED: March 10, 2020  
DATE ENACTED: \_\_\_\_\_

**AN ORDINANCE TO ESTABLISH A PERSONNEL SYSTEM WITH CERTAIN GUIDELINES,  
PAYGRADES, STANDARDS AND PROCEDURES FOR THE EMPLOYEES OF THE TOWN  
OF UPPER MARLBORO.**

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

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

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

WHEREAS, the Board finds that a merit system is a personnel system created “...to secure the appointment of persons, after examination, suitable and qualified for the positions or offices to which they are applicants, and, second, when after appointment, their efficiency and worth are shown to exist, to place their removal beyond the control of the appointing power, who might, for political, ..., or other insufficient reasons, be disposed to remove them, and to appoint unsuitable and inefficient persons as their successors to the injury and detriment of the public...” *Lilly v. Jones*, 158 Md. 260, 148 A. 434 (1930).

**Section 1. Declaration of Policy**

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

## **Section 2. Scope and Intent**

- A. The classifications, definitions, policies and procedures outlined in this ordinance apply to all regular Town staff positions. Regular Town staff positions include all Town positions, including offices, except the following: elected officials, independent contractors, persons employed on projects of limited duration, unpaid volunteers (including interns and Town committee members), or other persons appointed to serve without pay.
- B. All employees who have served less than six (6) months, and all new employees of the Town except police, will serve a probationary period of six (6) months. Police employees will serve a probationary period of one year. The probationary period may be extended for cause by the Town.
- C. This Ordinance shall be read in conjunction with any employee handbook as duly approved by the Board, and this Ordinance shall control or supersede any conflicting provision in said handbook.
- D. Unless a valid employment contract approved unanimously by the full Board states otherwise, nothing in this Ordinance shall be deemed to modify or alter the Town's at-will employment relationship with any employee.

## **Section 3. Regular Town Staff Positions**

The annual operating budget shall fund the offices and positions listed below. No other regular Town staff positions or offices may be included or authorized in the annual operating budget unless approved within the budget ordinance or an amendment thereto or by an amendment to this Ordinance. In addition to the Town Charter and any previously enacted ordinances in effect, the supervisory positions and named departments or heads thereof enumerated below are considered to be created and duly authorized by law or otherwise ratified by this Ordinance as existing in conformance with Subsection 82-15(b) of the Town Charter. The paygrades referenced in this Section are further described in Section 7, below.

- A. Positions within the Town General Government Department:
  - Chief of Staff (Supervisory) (Paygrade 6-7)
  - Director of Finance & Human Resources (Paygrade 5-6)
  - Town Clerk (Supervisory) (Paygrade 4-6)
  - Deputy Town Clerk (Paygrade 1-3)
- B. Positions within the Town's Public Safety Department:
  - Chief of Police (Supervisory) (Paygrade 6-8)
  - Sergeant (Paygrade 4-6)
  - Corporal (Paygrade 3-5)
  - Three (3) Patrol Officers (Paygrade 2-4)
  - Code Enforcement Officer (Paygrade 1-3)
  - Police Clerk (Paygrade 1-3)
- C. Positions within the Town's Public Works Department:
  - Superintendent of Public Works (Supervisory) (Paygrade 3-5)
  - Three (3) Crewmembers (Paygrade 1-3)

## Section 4. Hiring of Town Employees

- A. **Positions Requiring Board Approval:** Hiring for any regular Town staff position that entails the head of any office, department, or agency of the Town government as established by the Charter or by ordinance requires approval by majority vote of the Board of Commissioners, as required by the Charter. The President shall give the Board notice of the hiring of any non-regular position as listed in Section 2.A at least one week prior to the start date of the non-regular employee.
- B. **The process for hiring regular Town staff positions that does not include the head of any office, department, or agency of the Town government is as follows:**
- (1) Any opening for a regular Town Staff position should be advertised for at least thirty (30) days on a publicly accessible job-posting website, the Town website, and all Town social media sites. The position advertisement must include, at a minimum, the education and experience requirements for the position, the major responsibilities for the position as outlined in the Position Description, the salary range for the position, required documents to be submitted for an application, and the closing date for applications. All applications must be reviewed and ranked by at least the cognizant department head and one Commissioner (or at least a Commissioner and the President in the case of a department-head position). Rankings shall be made without regard to race, sex, religion, national origin, or political affiliation
  - (2) If no applications meet the minimum education and experience requirements for the position, the position must be re-advertised for at least fourteen (14) days. If three or more applicants meet the education and experience requirements for the position, then at least the top three qualified applicants must be interviewed within thirty (30) days of the closing of the position advertisement. If less than three (3) applicants meet the education and experience requirements, then all qualified applicants should be interviewed. Interviews must be conducted by at least one Commissioner the cognizant department head.
  - (3) After conducting interviews, the interviewers must select an interviewee within 30 days of the last interview. Once the individual selected has been notified of selection and accepted the position, the Director of Finance & Human Resources will verify any educational requirements by promptly obtaining an official transcript directly from the educational institution. The Director of Finance & Human Resources must also ensure that all selected candidates undergo criminal background checks and drug screening procedures prior to starting employment.

## Section 5. Political Activities

- A. No regular Town staff employee shall hold an elected office or more than more than one (1) appointed office; however, nothing herein shall prevent an officer from holding an *ex officio* office or position.
- B. No official or employee of the Town shall solicit any contributions or service for any political purpose from any Town employee.



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

**Section 6. Unlawful Acts**

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

**Section 7. Compensation.**

- A. The Board of Commissioners shall set the compensation of all regular Town staff positions via the annual budget ordinance in enacted in conjunction with the annual operating budget, in accordance with the pay chart below. The pay chart should be published in conjunction with the annual budget. The chart includes eight (8) paygrades, with ten (10) steps in each grade. The base pay for each paygrade must be least 10% higher than next lowest paygrade. Part-time employees will be paid by the hour, at an hourly rate (1/5000) of the annual rate, as a full-time employee with the same position. Part-time employees will have the same minimum and maximum salaries (and same eligibility for step increases) as their full-time counterparts for computing their hourly rate.
- B. Employees increase by one step after completing a period of satisfactory service (in a particular grade and step) with the Town as follows: Increasing one step after one year of satisfactory service for steps 2 through 4, increasing one step after two years of satisfactory service for steps 5 through 7, and increasing one step after 3 years of satisfactory service from steps 8 through 10. Thus, an employee would take 18 total years to move from step 1 to step 10 within a paygrade. Employees may increase in grade (for positions that have multiple paygrades) after 2 years of satisfactory service. They will be placed in the higher pay grade at one step lower than their step in their current paygrade (For example, an employee in paygrade 5 step 3 would be placed in paygrade 6 step 2).

Paygrade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step10
1	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%
2	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%
3	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%
4	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%

5	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%
6	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%
7	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%
8	base	base +3%	base +6%	base +9%	base +12%	base +15%	base +18%	base +21%	base +24%	base +27%

C. Town employees shall receive compensation as outlined above in this Section, and any other financial compensation including a pay increase, bonus, or incentive pay must be approved by a majority of the Board of Commissioners as appropriated in the annual budget ordinance and approved by the detailed budget document.

**Section 8. Penalties**

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

**Section 9. Town Employee Handbook**

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

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

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

**Section 11. Severability**

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

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

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

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

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

**INTRODUCED** in a public session of the Board of Commissioners on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ORDAINED, APPROVED AND** finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by:

Attest:

THE TOWN OF UPPER MARLBORO  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Linda Pennoyer, President

\_\_\_\_\_  
Wanda M. Leonard, Commissioner

\_\_\_\_\_  
M. David Williams, Town Clerk

\_\_\_\_\_  
Kai Bernal-LeClaire, Commissioner

Reviewed and Approved for Legal Sufficiency

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

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

## The Town of Upper Marlboro

RESOLUTION: 2020-09  
SESSION: Regular Town Meeting  
DATED: April 14, 2020

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO TO AUTHORIZE PARTICIPATION IN THE MAIN STREET MARYLAND AFFILIATE PROGRAM.

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro has authority pursuant to §6-102 of the Housing and Community Development Article, Annotated Code of Maryland; the Code of Maryland Regulations (“COMAR”), COMAR Regulation 05.13.02.01 *et seq.* and §82-16(2)(m) and (bb) of the Town Charter to participate in the Main Street Maryland Program; and

**WHEREAS**, the Main Street Maryland Program offers official Main Street designation, technical assistance, training, and other services and assists smaller towns and communities in working with the Maryland Department of Housing and Community Development and in using the National Trust for Historic Preservation’s National Main Street Center, which developed the Main Street Four Point Approach for commercial revitalization; and

**WHEREAS**, since 2008, Main Street Maryland Programs have also incorporated a Fifth Point: Clean, Safe, and Green, to strengthen the economic potential of traditional business districts; and

**WHEREAS**, the Board of Town Commissioners finds that joining the Program as an affiliate is in the best interested of the Town.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2020, that the Town Board of Commissioners hereby authorizes the President and Staff to proceed with the application and any other pertinent coordination and execute any necessary documentation to join Maryland Department of Housing and Community Development Main Street Affiliate Program.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Linda Pennoyer, President

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

\_\_\_\_\_  
Wanda M. Leonard, Commissioner

\_\_\_\_\_  
Kai Bernal-LeClaire, Commissioner

CERTIFICATION

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

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
M. David Williams, Town Clerk

## The Town of Upper Marlboro

RESOLUTION: 2020-10  
SESSION: Regular Town Meeting  
DATED: April 14, 2020

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO RENEWING A CONTRACT WITH FELDMANN COMMUNICATIONS STRATEGIES, LLC TO CONTINUE TO SERVE AS THE TOWN'S MEDIA RELATIONS FIRM CONTRACT.

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro has authority pursuant to §82-56 of the Town Charter, and Ordinance 2011-02 to enter into professional services contracts; and

**WHEREAS**, a previous president entered into a consultant agreement dated April 17, 2019 with Feldmann Communications Strategies, LLC ("FCS"), which was ratified by the Board on June 17, 2019; and

**WHEREAS**, pursuant to Town's Charter, Section 82-56 (Purchasing and Contracts), all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

**WHEREAS**, the Board of Town Commissioners waived the formal request for bids process and alternatively released RFP #UM 2020-01 soliciting proposals, and thereby published said request for proposals for at least 15 days to seek interested applicants during the period of February 19, 2020 through March 6, 2020; and

**WHEREAS**, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated and that FCS is a responsible offeror whose proposal is the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the request for proposals.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2020, that the Town Board of Commissioners hereby approves and further authorizes the President to sign, on behalf of the Town, the Feldman Communications Strategies, LLC contract, as an 18-month duration contract subject to early termination with an expense to the Town of \$1,500 per month.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Linda Pennoyer, President

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

\_\_\_\_\_  
Wanda M. Leonard, Commissioner

\_\_\_\_\_  
Kai Bernal-LeClaire, Commissioner

CERTIFICATION

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

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
M. David Williams, Town Clerk



## FELDMANN COMMUNICATIONS STRATEGIES LLC CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) between the Town of Upper Marlboro, Maryland (“Client”), and Feldmann Communications Strategies LLC (“Consultant”).

1. Feldmann Communications Strategies LLC (“FCS”) will provide the Town of Upper Marlboro, Maryland (“Client”) with consulting services as mutually agreed upon and described in the attached Statement of Work (“Services”). Any changes to the Statement of Work must be in writing signed by both parties.
2. Client shall pay to FCS, as compensation for the Services, the fees set forth on Exhibit A in accordance with the payment schedule set forth on Exhibit A. Unless otherwise provided on Exhibit A, FCS will invoice Client for the Services Fees monthly. All Fees shall be due and payable within thirty (30) days after the date of Customer’s invoice for Fees due hereunder. Invoices shall contain at least the following information: The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, and a copy of the applicable time and date entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, and a brief description of the work.
3. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in accordance with usual and customary professional and shall conform to the standards of quality normally observed by a person practicing in Consultant’s profession.
4. Client shall reimburse FCS for all actual and reasonable, client or customer-related business or expenses incurred by FCS in connection with FCS’s duties on behalf of Client provided that FCS shall keep, and present to Client, records and receipts relating to such reimbursable expenses. Such records and receipts shall be maintained and presented in a format, and with such regularity, as Client reasonably may require in order to substantiate Client’s right to claim income tax deductions for such expenses. These expenses must be agreed to by both parties in advance.
5. The Client and FCS may terminate this Agreement at any time with thirty (30) day written notice to the other party, and immediately FCS shall cease providing Services. Upon termination, FCS will be paid for all of the services properly performed prior to termination. Termination of this Agreement will not relieve or

release either party from any rights, liabilities or obligations that have accrued under this Agreement or under law, or from liability for any breach of the party's obligations under this Agreement that occurred before the date of termination.

6. FCS hereby grants to Client a non-exclusive license to use FCS's trademarks, tradenames, and copyrighted material ("FCS Property") designated by and belonging to the FCS solely in connection with the Services. Client shall not use or authorize any others to use, distribute or disseminate or cause to be distributed or disseminated, FCS Property in any manner not specifically authorized by this Services Agreement. Client agrees that it shall in no way contest or deny the validity of, or the right or title of FCS in or to such FCS Property, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Services Agreement and thereafter.

7. In addition, Client shall not utilize any such FCS Property in any manner which would diminish its value or harm the reputation of FCS. This provision shall survive the termination of this Services Agreement.

8. Similarly, FCS has the right to list the Client's business name and logo on the FCS website as a current client.

9. Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Town. Consultant hereby agrees to deliver those documents to the Town upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Town and are not necessarily suitable for any future or other use. To the extent allowed by law, Town and Consultant agree that, until final approval by Town, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

10. The Client and FCS agree to retain in confidence any confidential or proprietary information received hereunder and all information that by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information except in connection with its performance hereunder. This provision shall survive the termination of this Services Agreement.

11. For all purposes under this Agreement, FCS shall be and act as an independent contractor of Client, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment

relationship between the Parties. The Parties agree that all individuals performing Services on FCS's behalf are not, for any purpose whatsoever, (a) considered to be employees, independent contractors or agents of Client or (b) entitled to any compensation or employee benefits from Client. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Town to any contractual obligation whatsoever.

12. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

13. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, upon written notice to the other Party, assign or transfer this Agreement in its entirety to a party that succeeds to all or substantially all of such Party's business or assets, whether by sale, merger, operation of law or otherwise. In such case, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment or transfer in violation of this Section shall be null and void.

14. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.

15. No waiver of any right shall be effective unless consented to in writing by the Party to be charged with such waiver, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

16. The Client and FCS, jointly and severally, indemnify, defend and hold harmless one another, their affiliates and their respective directors, officers, employees, agents, successors and assigns from all claims, suits, judgments, costs, liabilities, fines, damages, losses, taxes, penalties, interest and expenses, including reasonable attorneys' fees and related costs, resulting from or arising out of (a) any breach of this Agreement or any warranty hereunder; (b) any act, omission or performance of any of the services by FCS or FCS's employees, agents or subcontractors; (d) infringement of any trade secret, copyright, trademark, patent or any other intellectual property right of any third party. Notwithstanding anything herein to the contrary, in cases or circumstances resulting in loss or damage which was caused by the sole negligence or willful misconduct of the Consultant, the Consultant shall hold harmless, defend and indemnify the Town and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligent or malicious

performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement.

17. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland in Prince George's County or in the United States District Court for the District of Maryland. The laws of the State of Maryland shall govern this Agreement.

18. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

19. Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

By: \_\_\_\_\_

Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LCC

By: \_\_\_\_\_

The Honorable Linda Pennoyer  
President, Board of Commissioners  
The Town of Upper Marlboro, MD

## **EXHIBIT A**

### **Statement of Work**

This Statement of Work is made effective \_\_\_\_\_, by and between FCS and Client (The Town of Upper Marlboro, Maryland).

#### **Description of Services:**

-MEDIA OUTREACH: Positive story placement about the Town of Upper Marlboro Commissioners and town staff in local Prince George's and Washington, DC media outlets, as well as media outlets in the Baltimore media market and eventually nationally; Develop positive news and feature stories that help to tell the contemporary Upper Marlboro story: what is taking place today, what steps the Board and staff are taking to change the image and reputation of the Town, how they are changing the narrative about the Town's relationship with Prince George's County and the state; Assist the Board and staff in developing positive working relationships with area reporters, editors, and news directors; Plan for future editorial board meetings with editors at *The Washington Post*.

-EVENT PROMOTION AND PUBLICITY: Provide public relations and media relations support for major signature events taking place in Upper Marlboro.

-SOCIAL MEDIA STRATEGY AND MESSAGING: Work closely with Board of Commissioners and Town staff to develop a strategy for posting content (including photos and videos) on the town's Facebook, Twitter, You Tube, and Instagram platforms; This task will include developing and posting more videos on You Tube to visually highlight positive developments happening in the Town.

-CRISIS COMMUNICATIONS: Serve as an on-call resource on a 24/7 basis for crisis management and communications involving all aspects of Town operations, including the police department, public works, courts, transportation, Mayor's office, Board, etc.; Will serve in a consulting role to the Board and other Town staff as appropriate to advise on strategy and messaging during the crisis situation.

-MEDIA TRAINING AND COACHING: Ongoing media training and coaching for Board of Commissioners and town staff as appropriate, as well as event and topic-specific media preparations, throughout the term of this contract. This service will include a half-day, one-time media training session for the new 2020-21 slate of Town commissioners.

This half-day media training session will be led by Julie Parker, former Director of Media Relations for the Prince George's County Police Department from 2011 through 2016. The training staff will include a videographer and Feldmann Communications Strategies president and CEO Ray Feldmann. The additional cost for this one-time, half-day media training curriculum will be \$2,000 (not included in the fee structure below).

**Billing Rate**

Monthly retainer fee of \$1,500 for a minimum of 12 hours of work per month on the above agreed upon Description of Services (not including the one-time media training session).

Notes: Subject to para. 5 of the Agreement, said agreement will be in place for a period of 18 months, beginning on Jan. 14, 2020 and ending on June 30, 2021, at which time it is subject to renewal upon agreement of both parties.

**Additional Terms and Conditions:**

Time estimated: As needed basis, no less than 12 hours per month.

This Statement of Work serves as an Exhibit to the Consultant Agreement.

Agreed and Accepted:

By: \_\_\_\_\_

Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LCC

By: \_\_\_\_\_

The Honorable Linda Pennoyer  
President, Board of Commissioners  
The Town of Upper Marlboro, MD



# 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: Kyle Snyder, Chief of Staff  
Date: Friday March 20<sup>th</sup>, 2020 (*reprinted for April TM*)  
Re: RFP Submissions

Dear Commissioners,

### RFP 2020-01 Town Media Relations

The Town received only one submission from Feldmann Communications Strategies LLC. With the Board's consent, we can place a contract award vote at the April Town Meeting.

### RFP 2020-02 Parking Enforcement Software

The Town received one proposal from IPS Parking, and one request for extension until April 6<sup>th</sup> from Passport Parking. The Town also reached out to Municode, who declined to apply for the RFP as they do not handle the mailing of citation letters, they simply provide the software. This RFP will go before the Board at the April Board Worksession.

### RFP 2020-03 Town Hall Solar Installation

The Town has been in contact with a total of 5 firms interested in the RFP, below are the comparisons:

Firm	System Size	Production	Price	Notes
<b>Power Factor</b>	9.63KW	12,000KW/yr	\$19,000	
<b>Altenergy</b>	8.47KW	10,642KW/yr	\$23,500	Also includes educational kiosk
<b>Puresolar</b>	19.88kw	23,796KW/yr	N/A	Advised \$24,000 budget not competitive
<b>KW Solar</b>	9.60kw	12,731KW/yr	\$24,000	
<b>Keystone Power</b>				Project was too small for their firm.

With the Board's consent, we can place a contract award vote at the April Town Meeting.

Please feel free to reach out with any questions or concerns,

Kyle Snyder  
Chief of Staff

**Kai Bernal-LeClaire**  
Commissioner/Treasurer

**Wanda Leonard**  
Commissioner

**Linda Pennoyer**  
Commissioner/President



## **The Town of Upper Marlboro**

RESOLUTION: 2020-11  
SESSION: Regular Town Meeting  
DATED: April 14, 2020

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO TO AWARD A CONTRACT TO INSTALL SOLAR PANELS ON THE ROOF OF TOWN HALL.

**WHEREAS**, the Board of Commissioners for the Town of Upper Marlboro has authority pursuant to §§82-83 and 82-84 of the Town Charter to construct, operate, and maintain any buildings and structures it deems necessary for the operation of the Town government, and to do whatever may be necessary to protect Town property and to keep the same in good condition; and

**WHEREAS**, the Town has submitted an application to the Maryland Energy Administration Smart Energy Communities (“MSEC”), which supports local governments as they adopt smart-energy policies and commit to them for the long term, and the Town was accepted into the program and the Town’s proposal to install solar panels on the roof of Town Hall was also accepted; and

**WHEREAS**, pursuant to Town’s Charter Section 82–56. (Purchasing and Contracts) all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

**WHEREAS**, the Board of Town Commissioners released RFP 2020-02 and published it for at least 15 days to seek interested applicants from February 19, 2020, through March 6, 2020; and

**WHEREAS**, the Board of Town Commissioners waived the formal request for bids process and alternatively released RFP #UM 2020-02 soliciting proposals, and thereby published said request for proposals for at least 15 days to seek interested applicants during the period of February 19, 2020 through March 6, 2020; and

**WHEREAS**, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated and that \_\_\_\_\_XXXXXXXX\_\_\_\_\_ is a responsible offeror whose proposal is the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the request for proposals.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2020, that the Town Board of Commissioners hereby authorize the President to award the contract to

\_\_\_\_\_XXXXXXXX\_\_\_\_\_ for the amount of \$XX,XXX and to execute the relevant contract documents.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Linda Pennoyer, President

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

\_\_\_\_\_  
Wanda M. Leonard, Commissioner

\_\_\_\_\_  
Kai Bernal-LeClaire, Commissioner

CERTIFICATION

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

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
M. David Williams, Town Clerk