

# Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

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## Board of Town Commissioners

### WORK SESSION

June 23, 2020 – 7:00 p.m.

### AGENDA

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

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://us02web.zoom.us/j/87823102844>

Video Meeting ID: 878 2310 2844, or, Audio Dial-in only: 301 715 8592

*Participants must sign-in with the Clerk.*

#### Roll Call

#### Pledge of Allegiance

#### Business

- 1) RFP #UM 2020-06: Human Resources Firm (Board approval)
- 2) Resolution 2020-16: Authorizing Hazard Pay (Board vote)
- 3) Resolution 2020-17: In Defense of Black Lives (Board vote)
- 4) Resolution 2020-18: Historic Walking Tour Funding (Board vote)
- 5) Annexation Phase II & III (Board discussion)
- 6) DRAFT Town Financial Policy (Board discussion)
- 7) Charter Amendment Resolution: Creating Offices/Positions (Board discussion)
- 8) Resolution 2020-19: Declaration of Vacancy and Special Election (Board vote)
- 9) General Commissioner & Administrative Staff items:

#### 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*



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

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

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

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

## Request for Proposals

### Town of Upper Marlboro Government Human Resources Firm

RFP # UM 2020-06

**Project Overview:** The Town of Upper Marlboro is seeking proposals for professional and technical services to provide human resource consulting services.

**Scope of Work:** Qualified applicants should be able to provide the below services to the Town:

- Human Resource Audit- An initial overall assessment of the Town's current HR system and practices
- Implement recommended changes based off initial HR audit
- Assist with the review and updates to personnel files, job descriptions, job classification
- Ensure Town staff have required trainings, and assist with the scheduling trainings
- Assist with recruitment and onboarding of new staff
- General HR support as needed

**Level of Experience:** Applicant firms must have the following experience:

- Experience working with local government
- Experience working in Maryland
- Employ Certified and qualified HR
- Experience working with a growing entity
- Ability to manage multiple issues and priorities on deadline.

**Budget:** The annual budget for this service shall not exceed \$18,000.

**Deadline:** Responses to this RFP are to be submitted by **Friday July 10, 2020** at 3pm. 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.

**Selection Process and Criteria:** This RFP is for a 24-month contract with the Town, with the option for renewal beginning August 15th, 2020. Town Elected Officials will participate in the process of selecting the appropriate firm. for professional and technical services to provide human resource consulting services.

**Overview of the Town:** Settled around 1695 and named after the first Duke of Marlborough, the Town of Upper Marlboro is among the oldest of the surviving Southern Maryland towns dating back to colonial times. It was established as a port town for tobacco shipments in 1706, when the Western

Branch of the Patuxent River was still navigable. It has been the county seat of Prince George's County since 1721.

The Town is governed by three elected Town Commissioners, one of which serves as the President/Mayor who are elected every two years. The Town government maintains a Police Department, Public Works Department, and Town Administration Department, along with several volunteer committees. Though the Town's resident population is around 700, the Town's downtown historic Main Street is home to one of the largest Courthouses in the State, which attracts over 1.5 million visitors per year.

The Town of Upper Marlboro is growing in size, economically, and in community outreach. This past year the Town successfully completed phase 1 of its annexation plan which grew the Town's landmass for the first time in its over 300-year history. The Town's continued growth through annexation plays an important role in influencing the economic growth, environmental protection, quality of life, and municipal fiscal well-being of the Upper Marlboro community. The Town is also working to revitalize its historic downtown Main Street through streetscape initiatives, upgrades to its parking infrastructure, and attracting new small businesses to fill any commercial storefront vacancies. Communication and community outreach have been a large focus of the Town over the past few years, with the introduction of new community events including successfully resurrecting Marlboro Day in 2018. The Town also maintains a strong social media and web presence to stay engaged with its residents.

**Point of Contact:** Kyle Snyder, Chief of Staff, can be reached at 301-627-6905 or [ksnyder@UpperMarlboroMD.gov](mailto:ksnyder@UpperMarlboroMD.gov) with any questions.

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

## **The Town of Upper Marlboro**

RESOLUTION: 2020-16  
SESSION: Regular Town Meeting  
DATED: June 23, 2020

A RESOLUTION AUTHORIZING HAZARD PAY FOR CERTAIN TOWN EMPLOYEES RESPONDING TO THE COVID-19 PANDEMIC AND ENTRY INTO AN AGREEMENT WITH THE COUNTY FOR CORONAVIRUS RELIEF FUNDING.

WHEREAS, on March 5, 2020, Maryland Governor Larry Hogan initially declared a state of emergency in response to concerns about the novel Coronavirus (COVID-19); and

WHEREAS, an initial Emergency Declaration was declared on March 25th, 2020, with an extension approved by the Board of Town Commissioners at the April 28th Board Work session; and

WHEREAS, The Town has awarded \$41,000 in Federal CARES Funding to assist the Town in responding to the COVID-19 pandemic from the Prince George's County Government; and

WHEREAS, the U.S. Treasury Department authorizes CARES funding be used to cover hazard pay for eligible responders such as for Police Officers and Public Works crew members; and

WHEREAS, Town Police Officers and Public Works employees are not eligible for telework, and have been working on the front lines to keep our residents safe; and

NOW, THEREFORE BE IT RESOLVED, that The Town of Upper Marlboro authorizes no more than \$14,500 for hazard pay, to be distributed at a rate of \$125.00 per pay period to the six (6) qualifying employees referenced above between March 1, 2020 and December 15, 2020, utilizing CARES Funding; and the Board further approves and authorizes the President to sign the FY2020-2021 Agreement for Coronavirus Relief Funds with Prince George's County, attached hereto as Exhibit A.

AND BE IT FURTHER RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro that this Resolution shall be in effect immediately upon its passage and approval.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
Clerk

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

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

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

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Kai Bernal-LeClaire, Commissioner

[Exhibit A – FY2020-2021 Agreement for Coronavirus Relief Funds with Prince George’s County.]

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.

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M. David Williams, Town Clerk

**PRINCE GEORGE'S COUNTY, MARYLAND  
FY2020-2021 AGREEMENT FOR CORONAVIRUS RELIEF FUNDS**

This **FY2020-2021 AGREEMENT FOR CORONAVIRUS RELIEF FUND** ("Agreement") is entered into by and between **PRINCE GEORGE'S COUNTY, MARYLAND** ("County"), a body corporate and politic, and **Town of Upper Marlboro** ("Municipality" or "Subrecipient") having a principal business address located at **14211 School Lane, Upper Marlboro, Maryland 20772**.

**WHEREAS**, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") enacted pursuant to Section 601(a) of the Social Security Act, as added by Section 5001, established the Coronavirus Relief Fund ("CRF") and appropriated \$150 billion to provide payments to State, Local, and Tribal governments navigating the impact of the Coronavirus Disease 2019 ("COVID-19") outbreak; and

**WHEREAS**, the CARES Act authorizes the use of the CRF to cover necessary expenditures incurred and directly related to COVID-19; and

**WHEREAS**, the County has received a direct allocation from the CRF and desires to allocate \$15 million of said award to its 27 municipalities on a per capita basis to cover cost-reimbursable COVID-19 expenses; and

**WHEREAS**, the Municipality was required to complete and email the CRF Request Summary and CRF Municipality Request Template which are collectively herein referred as the "Plan", to identify and forecast its cost-reimbursable COVID-19 expenses, up to its maximum allotted per capita share, for the County's review and preliminary approval by or before May 22, 2020.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

**1. Incorporation of Recitals**

The foregoing recitals are hereby incorporated by reference as operative provisions of this Agreement.

**2. Purpose**

The purpose of this Agreement is to state the terms and conditions that shall govern the distribution of the County's CRF, on a per capita basis, to the Municipality for cost-reimbursable COVID-19 expenses in accordance with the applicable requirements set forth in the CARES Act and terms and conditions set forth herein.

### **3. Term of Performance**

The term of performance shall commence effective as of the date the last party signs this Agreement and continue through December 15, 2020. As required by law, the parties' responsibilities under this Agreement shall continue until such time all applicable requirements of CARES Act and other related local, State or federal obligations have been satisfied.

### **4. Contract Administrator**

The County's Contract Administrator shall be Stanley Earley, Director of OMB or his designee.

### **5. CRF Funding and Cost-Reimbursement for COVID-19 Expenses**

A. The County has determined the Municipality's CRF per capita share for eligible COVID-19 expenditures incurred between March 1, 2020 and December 15, 2020 shall not exceed Forty-One Thousand Dollars (\$41,000) subject to the continued availability of funds awarded to the County and available for use.

B. The COVID-19 expenses identified in the Municipality's Plan shall be subject to the County's review, approval and or modification as deemed appropriate to comply with the CARES Act. All requests for reimbursement shall be based upon the budget set forth in Attachment 1, which is hereby incorporated by reference.

C. CRF payments shall only be disbursed in accordance with the County's receipt and approval of the Municipality's COVID-19 expenses outlined in the CRF Reimbursement Request Form(s) (Attachment 2).

D. CRF Reimbursement Request Form(s) must be submitted through a portal established by the County by or before December 15, 2020, unless otherwise approved in writing by the County's Contract Administrator.

### **6. Allowable COVID-19 Expenditures, Records and Reports**

A. Expenditures: In accordance with the provisions established under the CARES Act, the County's approval of the COVID-19 expenses preliminarily approved in the Municipality's Plan as referenced in Attachment 1 and documented in the CRF Reimbursement Request Form(s) shall be limited to the following:

- i. Expenditures that were not accounted for in the Municipality's budget approved as of March 27, 2020 (the date of enactment for the CARES Act).
- ii. Necessary expenditures incurred due to the Municipality's public health emergency with respect to COVID-19 between March 1, 2020 and December 15, 2020.

- iii. COVID-19 expenditures that are discussed, in part, in the U.S Dept. of Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments dated April 22, 2020 (Attachment 3) and the U.S. Department of Treasury's Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020 (Attachment 4), which are herein incorporated by reference.

B. Records and Reports: The Municipality agrees to maintain sufficient records; produce periodic reports and obtain audits as requested by the County; mandated by the CARES Act, State, or as otherwise required in accordance with applicable local, State or other federal laws to document its COVID-19 expenses and use of CRF payments under this Agreement.

## **7. Default**

A. The parties agree that any of the following shall constitute a default under the terms and conditions of this Agreement:

- i. Submission of duplicate invoices and/or payment requests to the County, or receipt of duplicate payments; or
- ii. Any noncompliance with legislative, regulatory, or other requirements applicable to the CARES Act or COVID-19 cost-reimbursable expenses under this Agreement; or
- iii. Any other material breach of this Agreement, or any misrepresentation in Municipality's Plan or submission of COVID-19 cost-reimbursement requests, supporting documentation or requested report.

B. In the event of a default, which continues uncured for more than thirty (30) days, the County shall have the right to suspend or terminate this Agreement and pursue any available remedy at law or in equity including, but not limited to, repayment of COVID-19 funds and reasonable attorney's fees.

## **8. Suspension and Termination**

A. For Cause: In accordance with terms and conditions set forth in this Agreement, the County may suspend or terminate this Agreement for cause, in whole or part, by written notice in instances where the Municipality materially fails to comply with any term of this Agreement. If the County withholds reimbursement payments, it shall advise the Municipality and specify, in writing, the actions that must be taken. In case of suspension, the County will notify the Municipality of the conditions precedent to resume payments and specify a reasonable date for compliance. In case of termination, the Municipality will remit all portions of any COVID-19 reimbursement payments previously received as determined by the County to be due. Acceptance of any such amount by the



County shall not constitute a waiver of any claim that the County may otherwise have arising out of this Agreement.

B. For Convenience: The County may suspend or terminate this Agreement for convenience, in whole or part, by written notice as such action may be determined to be in the best interest of the County. The County will pay approved COVID-19 expenses associated with this Agreement that the Municipality has incurred up to the date of the termination.

## **9. Notice**

Any required notices, submissions or other communications shall be made as follows:

For the County:

Stanley A. Earley, Director  
Office of Management and Budget  
Wayne K. Curry Administration Building  
1301 McCormick Dr, Room 4200  
Largo, MD 20774  
Phone: (301) 952-3300  
Email: [OMBCOVID19@co.pg.md.us](mailto:OMBCOVID19@co.pg.md.us)

For the Municipality:

The Honorable Linda K. Pennoyer  
Commission President  
Town of Upper Marlboro  
14211 School Lane  
Upper Marlboro, Maryland 20772  
Email: [mayor@uppermarlboromd.gov](mailto:mayor@uppermarlboromd.gov)

## **10. Other Federal Requirements**

A. As applicable, the Municipality shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards set forth in 2 CFR Part 200 et seq.

B. The Municipality shall comply with the applicable requirements of the CARES Act, which may be amended from time to time.

## **11. Entire Agreement and Governing Laws**

A. Entire Agreement: This Agreement and the incorporated attachments shall constitute the entire agreement between the County and the Municipality.

B. Severability: The invalidity or illegality of any provision of this Agreement

shall not affect the remaining provisions of this Agreement which shall remain in full force and effect for the term of this Agreement.

C. Applicable Law: The Agreement shall be construed in accordance with CARES Act and applicable State of Maryland, local and federal laws and regulations.

D. Waiver: The failure of the County to enforce any provision of this Agreement shall not be deemed a waiver thereof.

E. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single contract.

F. This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or sublet without the prior written consent of all parties. In addition, each party shall remain liable for performance under this Agreement unless released in writing by all parties.

## **12. Indemnification Clause**

The Municipality shall save, hold harmless, defend and indemnify Prince George's County, Maryland ("County") against any and all liability claims, demands, suits, judgments, and the cost of whatsoever kind and nature arising or alleged to have arisen from injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this Agreement or that results in whole part from any act or failure to act, errors or omissions of the Municipality, or any employee, agent or representative of the Municipality. The Municipality shall, at its own expense, appear, defend and pay all charges for attorney fees and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Municipality shall at its own expense, satisfy and discharge the same. The Municipality expressly understands and agrees that any performance or payment bond or any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to save, hold harmless, defend and indemnify the County as provided herein. The Municipality shall take proper safety and health precautions to protect all employees and clients. The County does not waive any right or defense, or forebear any action, in connection herewith.

## **13. Insurance Requirements**

During the performance of services under this Agreement, the Municipality shall maintain the following evidence of commercial insurance coverage:

A. Worker's Compensation: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The "Municipality" or "Subrecipient" will provide coverage for these exposures on an "if any

basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY LIMITS

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

B. Commercial General Liability Insurance (CGL): An insurance policy covering the liability of the "Municipality" or "Subrecipient" for all work or operations under or in connection with this project; and all obligations assumed by the "Municipality" or "Subrecipient" under this agreement. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability \$1,000,000/\$3,000,000 per occurrence/ aggregate

Premises Medical Payments	\$5,000
Personal Injury / Advertising	\$1,000,000

**Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.**

C. Automobile Liability Insurance: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the "Municipality's" or "Subrecipient's" aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

D. Misc. Professional (Errors and Omissions) Liability Insurance: A separate insurance policy to pay on behalf of the "Municipality" or "Subrecipient" all costs the "Municipality" or "Subrecipient" shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the "Municipality" or "Subrecipient" or any other person for whose acts the "Municipality" or "Subrecipient" is legally liable arising out of the performance under this project work. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per claim

(SIGNATURES APPEAR ON THE NEXT PAGE)

**IN WITNESS WHEREOF**, this FY2020-2021 Agreement for Coronavirus Relief Funds is entered as of the date the last party signed below.

**FOR: TOWN OF UPPER MARLBORO**

**WITNESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FOR: PRINCE GEORGE'S COUNTY,  
MARYLAND**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Attachments:**

- 1 - CRF Municipal Spending Plan
- 2 - CRF Reimbursement Request Form
- 3 - CRF U.S. Dept. of Treasury Guidance for State, Territorial, Local and Tribal Governments
- 4 - CRF U.S. Dept. of Treasury Frequently Asked Questions

## **The Town of Upper Marlboro**

RESOLUTION: 2020-17

SESSION: Regular Town Meeting

DATED: June 23, 2020

A RESOLUTION IN DEFENSE OF BLACK LIVES AND A COMMITMENT TO ENACTING POLICIES THAT UNEQUIVOCALLY DEFEND BLACK LIFE AND AIM TO UNDO THE EFFECTS OF SYSTEMIC RACISM AFFECTING BLACK PEOPLE IN THE TOWN OF UPPER MARLBORO AND THE STATE

WHEREAS, the first enslaved Africans were brought as captives to the colonies and initially what is now the Commonwealth of Virginia in 1619: and

WHEREAS, Upper Marlboro was established by the General Assembly as a port town in 1706, where a large number of enslaved persons would have worked or traveled through the area; and

WHEREAS, the land surrounding the Town of Upper Marlboro was used primarily for tobacco farming which was predominately farmed by enslaved black people; and

WHEREAS, the Declaration of Independence adopted by Second Continental Congress in 1776 stated, “[w]e hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness;” and

WHEREAS, the Thirteenth, Fourteenth, and Fifteenth Amendments to the Constitution of the United States of America was enacted following the end of this country's Civil War which resulted in the abolishment of the institution of slavery and the extension of civil and legal protections and the right to vote to Black people who were formerly enslaved; and

WHEREAS, just outside the Town limits lays the sites of three recorded lynching’s spanning from 1878 until 1894; and

WHEREAS, many states, particularly in the South, adopted Jim Crow Laws following the end of this country's Civil War despite the enactment of the Thirteen, Fourteenth, and Fifteenth Amendments: and

WHEREAS, Jim Crow laws legalized racial segregation and perpetuated the social system existing prior to the Civil War and resulted in Black people being treated as second-class citizens: and

WHEREAS, this country's dreadful history of state-sanctioned violence against Black people persists despite the Thirteenth, Fourteenth, and Fifteenth Amendments and the adoption of the Civil Rights Acts of 1964 and 1968: and

WHEREAS, Black people, often, are unfairly targeted and profiled by law enforcement throughout this country at rates beyond proportion; and

WHEREAS, racial profiling of Black people often results in disproportionate rates of arrest, incarceration, and overall exposure to the criminal legal system for Black people: and

WHEREAS, Black people often experience inequalities across many aspects of daily living including, but not limited to, housing, education, employment, and health care as a result of this country's aforementioned evolving history and law enforcement practices which erodes the quality of life for Black people: and

WHEREAS, Black people are justifiably outraged by the devaluation of Black life and humanity often found in this country made apparent by the repeated excessive use of force against its Black citizens; and

WHEREAS, it is indisputable that Black lives matter and that all people are created equal.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Upper Marlboro, Maryland commits to enacting policies that unequivocally defend Black life and aim to undo the effects of systemic racism affecting Black people in the Town of Upper Marlboro.

AND BE IT FURTHER RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro that this Resolution shall be in effect immediately upon its passage and approval.

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: 2020-18

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 PRODUCE AN ONLINE HISTORIC WALKING TOUR AND AUTHORIZE THE PRESIDENT TO SIGN A NON-CAPITAL GRANT PROGRAM CONTRACT

**WHEREAS**, the Town of Upper Marlboro Historical Committee was created by the Board of Town Commissioners by Ordinance 2012-02 with a mission to investigate, collect, discover, advance, preserve and disseminate the history of the Town; and

**WHEREAS**, the Town, working with the Town of Upper Marlboro Historical Committee applied for a The Maryland-National Capital Park and Planning Commission Non-Capital Grant Program to fund the transition the Town's historic walking tour from a booklet to an online feature; and

**WHEREAS**, the Prince George's County Historic Preservation Commission voted unanimously at their April 20<sup>th</sup>, 2020 meeting to seek to award the Town a \$3,371.00 grant to complete this project; and

**WHEREAS**, the Maryland-National Capital Park and Planning Commission requires a Non-Capital Grant Program Contract to be signed prior to funding being made available; and

**WHEREAS**, the Town and the Town of Upper Marlboro Historical Committee both recommend that OnCell Systems, Inc. of Pittsford, New York, a Delaware corporation, is the best suited vendor for this project; and

**WHEREAS**, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated and that OnCell Systems, Inc. is a responsible offeror whose proposal is the most advantageous to the Town taking into consideration price and the evaluation factors,

**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 Board hereby authorizes the President to award and enter into a contract with OnCell Systems, Inc. for the amount not to exceed of \$3,371.00 and to execute the relevant contractual documents, attached as Exhibit A; and, the Board further agrees to enter into and authorizes the President to sign the Maryland-



National Capital Park and Planning Commission required Non-Capital Grant Program Contract, attached as Exhibit B.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
Clerk

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

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

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

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

[EXHIBIT A: Invoices from OnCell for set-up cost and two-year subscription]  
[EXHIBIT B: M-NCPPC Non-Capital Grant Program Contract]

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

## NON-CAPITAL GRANT PROGRAM CONTRACT

**THIS NON-CAPITAL GRANT PROGRAM CONTRACT** (hereinafter the “Contract”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Town of Upper Marlboro, 14211 School Lane, Upper Marlboro, Maryland 20772** (hereinafter the “Grantee”) and The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737 (hereinafter the “Commission”).

WHEREAS, the Commission administers a program dedicated to the preservation, enhancement, and protection of historic properties in Prince George’s County pursuant to the Maryland Land Use Article, Sections 26-101 through 26-107, and Subtitle 29 of the Prince George’s County Code; and

WHEREAS, Grants from the Prince George's County Non-Capital Grant Program (“Grant Program”) are designed to preserve, protect and enhance historic properties, encourage others to preserve, protect and enhance historic properties and to promote interest in and the study of historic properties; and

WHEREAS, Grants are subject to the availability of funds; and

WHEREAS, Grants are awarded to support projects that identify, preserve, promote and protect the historic, cultural, and archeological resources of Prince George’s County; and

WHEREAS, the Grantee is a not-for-profit organization that has historic preservation, heritage tourism, genealogy, history, or archeology among its primary missions, and/or is the owner or contract purchaser of a designated Prince George’s County Historic Site, Historic Resource, a contributing resource in a locally designated Historic District, and/or a contributing resource in a National Register Historic District or determined eligible for listing in the National Register by the Maryland Historical Trust; and

WHEREAS, the Grantee and the Commission recognize the architectural, historic, and cultural values (hereinafter “conservation and preservation values”) and significance of the Subject Project, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Project; and

WHEREAS, the terms of this Contract require the Grantee to undertake certain obligations with respect to the Project, and also require the Commission to perform certain administrative and supervisory functions with respect to the Project.

**1. GRANT AWARD.** The grant shall be **THREE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$3,371.00)** (“Grant Award”), payable in cash or certified funds pursuant to the terms of this Contract. Upon acceptance of this Grant Award, the Grantee represents that it has the funds on hand to complete the project or an agreement with a lender to acquire the necessary funds for project completion.

**2. PURPOSE.** The purpose of the Agreement is to hire OnCell Systems, Inc. or another similarly-qualified vendor to migrate the Upper Marlboro Historical Committee’s printed historic walking tour to an interactive walking tour application as described in the Non-Capital Grant Program staff memo dated April 14, 2020 and Historic Preservation Commission approval letter dated April 29, 2020 (attached hereto as **Exhibit C**).

**3. ELIGIBLE ACTIVITIES.** Eligible activities are subject to the Commission's approval, must conform with the *Prince George's County Historic Preservation Commission Non-Capital Grant Program Policies, Procedures, and Guidelines (Exhibit A)*, and may include, but are not limited to, the following: plans and reports, cultural resource surveys, planning and project development assistance; inventories of historic resources and associated record-keeping; archeological reports; engineering reports; research concerning historic context or the protection of architectural, archeological, or cultural resources; preparation of nomination forms for the National Register in accordance with Maryland Historical Trust standards, guidelines, and documentation requirements; pre-development reports to provide historical, architectural, and archeological context; plans for the design or development of historic districts and properties; community education initiatives related to a historic property or site; public programs that present aspects of Prince George's County life, history, or culture; original research and scholarly writing regarding Prince George's County life, history, and culture, leading to publications, public programs, or exhibits; the curation of artifacts, archives, and collections; school programs concerning Prince George's life, history, and culture that encourages collaboration between teachers and preservation or history organizations, or museums.

**4. INELIGIBLE ACTIVITIES.** While the Commission reserves the right to declare certain activities as ineligible, such activities shall include, but not be limited to, the following: entitlement project requirements or other regulatory obligations; capital expenditures for building construction, "bricks and mortar" rehabilitation, restoration, preservation, stabilization, or the temporary, long-term, or permanent closure of historic buildings; organizational overhead costs, including existing staff salaries, legal fees, charges for deficits or overdrafts; interest expenses or other financing costs; damage judgments arising from construction or equipping a facility, whether determined by judicial process, arbitration, negotiation, or otherwise; projects that have been awarded prior to the date of the award, projects that serve a religious purpose or promote or advance the beliefs or interests of religious creeds or practices; endowments; acquisition of objects for collections; prizes and awards; lobbying-related expenses; projects associated with an organization's fundraising activities; expenses for entertainment, including food and beverage.

**5. PAYMENT.** Grant Program funds are awarded only as reimbursable payments to the Grantee. Upon execution of this Contract, the Grantee shall submit a detailed scope of work to the Commission's Historic Preservation Section. Upon approval of the Scope of Work, the Grantee may commence work. At regular intervals throughout the project, the Grantee may request reimbursement by submitting documentation of project progress and project expenditures, as set forth in this Paragraph. Requests for reimbursement shall not be made more than once per month and at least once per quarter, within thirty (30) days of the end of the quarter.

Upon receipt of adequate documentation and the Non-Capital Grant Reimbursement Form (attached hereto as **Exhibit B**), and inspection, if considered necessary, the Commission shall reimburse the Grantee for amounts specified in the reimbursement request. When reimbursement requests are made, the Grantee must document the expenditures made with match dollars as well as those made with grant dollars. The Grantee must provide copies (not originals) of records, documents, and other evidence in support of all costs and expenses. The Commission will retain twenty percent (20%) of the grant funds until the Grantee's final report, final request for reimbursement, and all documentation is approved. All expenditures (grant dollars, cash match, and in-kind matches) must be made during the contract period. Expenditures made prior to the execution of this contract cannot be reimbursed; nor can they be counted as a match.

**6. MATCH REQUIREMENTS.** If the total Grant Program award exceeds \$5,000 (five-thousand dollars), Grantee must provide a fifty percent (50%) cash match for every dollar of Grant funds, either in the form of monetary payment, a grant award from other funders, an in-kind match of goods or services, or any combination of these sources. Grantee is not required to have match dollars in hand at the time of execution of this Contract, but the match dollars and/or in-kind match must be available, as appropriate, so that the project can be completed within the two-year performance period.

**7. MODIFICATIONS.** The Grantee agrees that the Commission reserves all rights to reassess the grant award and approvals and decline grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and/or assurances.

**8. FINANCIAL SECURITY.** The Commission may require the Grantee to open a separate bank account specifically designated for the Project and to deposit the entire grant and matching funds in said account. The Commission reserves the right to audit the Grantee's accounts relating to the grant funds and payments to contractors. The Commission reserves the right to demand and receive the return of any funds not spent in accordance with the Grant Program's Guidelines (**Exhibit A**) or other stipulations and, by submission of the Application, the Grantee agrees to this provision.

**9. RECITALS.** The Recitals are hereby incorporated into this Contract.

**10. FINAL AGREEMENT.** This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, or representations not expressly contained herein.

**11. EXTENT OF CONTRACT.** Payments made under this Grant Award are terminated two (2) years from the date this Contract is executed. The Grantee understands that the Commission through its Grant Program will not make payment for costs incurred after the aforesaid termination date. This Contract may be terminated by the Grantee prior to any expenditure of awarded monies; whereupon the Commission shall have no further obligations to the Grantee with respect to this Contract or the underlying Grant Program Application filed by the Grantee.

**12. PROFESSIONAL STANDARDS.** All Grant Program projects will follow professional standards. The Grantee will follow all applicable federal and state laws, regulations, guidelines, and technical standards. Architectural and archeological research and survey and documentation projects must be consistent with the Standards and Guidelines for Architectural and Historical Investigations in Maryland or the Standards and Guidelines for Archeological Investigations in Maryland, and the Prince George's County Planning Board's Guidelines for Archeological Review. Those performing architectural and archeological research, and survey and documentation projects must meet the minimum requirements of the Secretary of the Interior's Professional Qualification Standards under 36 CFR 61. Grantees must demonstrate their intention and ability to adhere to these standards, as applicable. Copies of these standards and guidelines shall be provided by the Commission.

**13. TIME OF PERFORMANCE.** All expenditures of grant funds, cash match, and in-kind matches must occur within the two-year performance period as set forth in the Grant Program Guidelines (**Exhibit A**). The two (2) year performance period begins the date this Contract is executed.

**14. FINDING OF NON-COMPLIANCE.** If the Commission finds that the Grantee does not meet the requirements of the Grant Program or the terms of this Contract, the Commission may seek remedies for non-compliance including, but not limited to, suspension or return of the Grant Award. The Commission shall be empowered to institute legal or other remedial action governing enforcement procedures. The Commission shall also have available all legal and equitable remedies to enforce the

Grantee's obligations hereunder, and in the event the Grantee is found to have violated any of its obligations, the Grantee shall reimburse the Commission for any cost or expenses incurred in connection therewith, including all court costs and attorney's fees. The exercise by the Commission of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

**15. SUCCESSORS/ASSIGNS.** The parties agree that this Contract shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

**16. DAMAGES.** The Grantee will defend, hold and save the Commission, its officers, agents, and employees, and any appointed body or commission and its members harmless from any and all suits, claims, and demands of any nature or kind, including expenses for or on account thereof, for injury to persons or damage to property sustained by a person or persons resulting in whole or in part from the performance or omission of any employee, agent, or representative or contractor or sub-contractor of the Grantee or from any action arising from the performance of work associated with the Grant Application or this Agreement.

**17. NOTICES.** It is hereby further understood and agreed that all notices to be given shall be deemed received on the date of actual receipt in the case of overnight delivery, or three (3) business days after deposit in the U.S. mail under this Contract and will be given by U.S. certified mail, return receipt requested, or by reputable overnight delivery service as follows:

*To the Grantee:*

Kyle Snyder  
Chief of Staff  
Town of Upper Marlboro  
14211 School Lane  
Upper Marlboro, MD 20772

*To the Commission:*

The Maryland-National Capital Park and Planning Commission  
Prince George's County Planning Department  
Historic Preservation Section  
14741 Governor Oden Bowie Drive  
Upper Marlboro, MD 20772

**18. GOVERNING LAW AND SEVERABILITY.** This Contract shall be governed by and construed in accordance with the laws of the State of Maryland. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidating, illegality or unenforceability without invalidating the remainder of this Contract which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Jurisdiction and venue are hereby agreed among the parties to lie within the State Courts of Prince George's County, Maryland.

**19. AMENDMENTS.** This Contract shall only be modified or amended in writing, signed by all parties, no less than thirty (30) days prior to the expiration of the Contract.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed and delivered, the day and year first written above.

GRANTEE:  
TOWN OF UPPER MARLBORO

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

DATE:\_\_\_\_\_

ATTEST:

THE MARYLAND-NATIONAL CAPITAL PARK  
AND PLANNING COMMISSION

\_\_\_\_\_  
Joseph Zimmerman  
Secretary-Treasurer

By: \_\_\_\_\_  
Asuntha Chiang-Smith  
Executive Director

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY  
David S. Warner /s/  
M-NCPPC Legal Department  
Date: June 3, 2020

**Exhibit A**

**[PRINCE GEORGE'S COUNTY HISTORICAL PRESERVATION COMMISSION NON-CAPITAL GRANT PROGRAM POLICIES, PROCEDURES, AND GUIDELINES]**

**Exhibit B**

**[NON-CAPITAL GRANT PROGRAM REIMBURSEMENT FORM]**

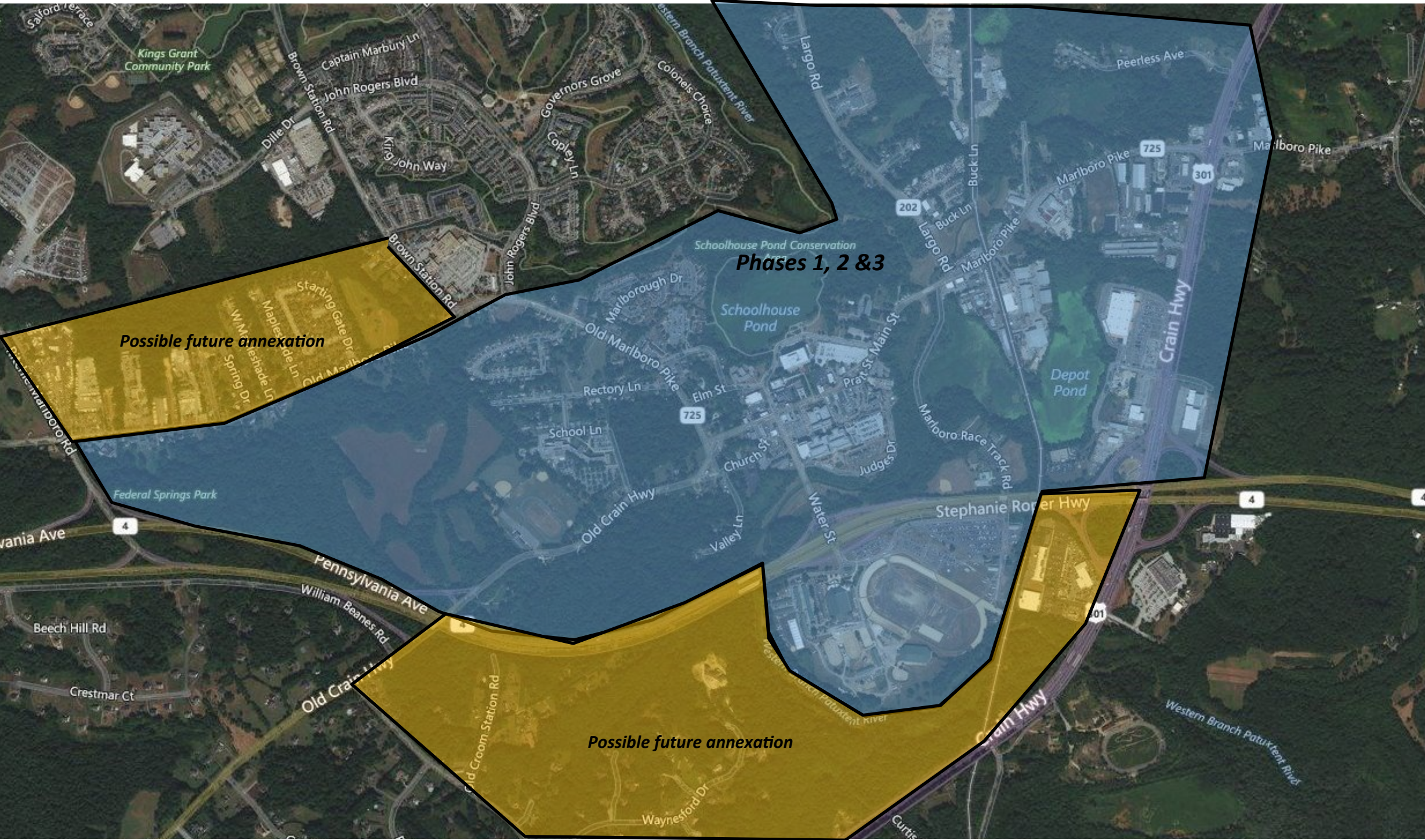


**Exhibit C**

**NON-CAPITAL GRANT PROGRAM STAFF MEMO (C-1) and  
HISTORIC PRESERVATION COMMISSION APPROVAL LETTER (C-2)**



Proposed Town of Upper Marlboro Annexation







# 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: Monday June 22, 2020  
Re: Annexation Phases II & III Overview

Commissioners,

Over the past few months, Town Staff has been working to survey and plan for Town annexation Phases II & III. With the Board's consent, we will be sending interest letters to the roughly 250 properties in the coming weeks, and in July send out Annexation consent forms to each property owner and registered voter. As you are aware, several properties have already signed annexation consent forms. By law the Town needs to have consent of both 25% of the property owners and registered voters to annex, however our goal is to obtain 100% consent. We are planning to have this annexation go into effect in Fall 2020.

**Overview:** The proposed areas of the proposed next phase is diverse, with 89 residential properties, a hundred acres of undeveloped forest land, heavy industrial properties, commercial properties, a railway, several church & non-profit property, four gas stations, several restaurants, the Home Depot, the Sheriff's Office, and other properties. The Town would take ownership of four residential streets, Valley Lane, Crescent Drive, Chesley Lane, and Peerless, all which are currently owned by the County and should be turned over to the Town. These streets have a combined total length of only 0.66 miles, however they all in poor condition and will require resurfacing in the next 3-5 years. All other roadways are major State or County roads that would not be turned over to the Town. We are still waiting on the County Board of Elections to provide a list of registered voters in the proposed Phases II & III. It is estimated the Town's population will increase to 800-900. The Town's land size will increase from 1 square mile to 2 square miles.

**Town Responsibilities:** The Town will need to provide police and public works. The new commercial areas would primarily utilize our Police Department, while the new residential areas will primarily utilize our Public Works Department. The County Police and State Police will continue to respond to calls within the new Town limits, and County DPW&T and SHA crews will maintain their existing roadways. Town Public Works will NOT be operating at all along MD 301.

**Potential Revenue to Fund Services:** This annexation is much different than the Phase I, as Phases II & III brings in primarily taxable properties into the Town limits.

Property Tax: The proposed annexed area's estimated taxable base is \$109,160,500, with the current Town limits taxable base is \$92,991,650. This would bring the Town's total taxable base to \$202,152,150 meaning the tax base will increase by 54%. Estimated property tax revenue would go from \$303,887 to \$849,689.50 (rough estimates, the State would confirm these figures).

Income Tax: Estimated very roughly at \$55,900.

Personal Property Tax: Will not be known until a proposed annexation plan is sent to the State for estimates.

Public Utility Tax: Will not be known until a proposed annexation plan is sent to the State for estimates.

Speed Cameras: The current camera on MD 202 at the Catholic School would transition from the County over to the Town once annexed. \$40.00 per citation.

Red Light Camera: The Town can install red light cameras at the MD 725 and MD 202 intersection to address the safety concerns of this intersection. The Town can also install red light cameras along MD 301 if this roadway also proves to have traffic safety issues. \$75.00 per citation.

**Expenditures:** Below are the anticipated needs of both the Public Works and Public Safety that would be funded by a budget adjustment in Fall 2020. There are very little anticipated additional expenses for General Government and no additional personnel needed with this annexation for this Department. These needs are conservative to allow the Town the ability to assess the actual revenues of this annexation that would fund services. A timeline of a Fall 2020 annexation would allow for the Town to begin collecting property taxes. The Board may consider adding personnel and equipment in the FY22 Budget depending on need and revenue.

#### **Public Work's Needs:**

Mid-Year FY21 Budget Adjustment Needs:

Salaries	\$40,000
Equipment	\$10,000
Capitol Purchases	\$15,000
Refuse Collection	\$15,000
<b>Total</b>	<b>\$80,000</b>

**Salaries:** In order to provide adequate public works services to the newly annexed and current Town limits, the Town would need to bring its Public Works staff from three full-time staff (F/T) to 5 F/T and 1 P/T staff members. This would be to allow for the Department to be split into two "Crews" that are supervised by a Crew Leader, each responsible for different maintenance duties. These two crews would also allow for 12hr shifts for snowplow operations.

Crew #1 (Landscaping & Street Maintenance) Crew leader & 2 F/T Crewmembers

Crew #2 (Refuse Collection & Litter Patrol) Crew leader, 1 F/T Crew member, 1 P/T Crewmember\*

*\*The P/T crewmember would be scheduled to work during bulk trash & yard waste pickup days.*

**Equipment:** This expenditure would be to outfit the new hires with uniforms, the purchase of additional misc. hand tools and landscaping tools.

**Capitol Purchases:** This would fund the purchase of one additional vehicle, a medium sized truck, preferably a Chevy Silverado 6500 utility truck. This larger truck does not require a CDL but would help with snowplow operations and haul bulk trash & yard waste. This truck would be purchased via lease agreement.



**Refuse Collection:** The Town would be responsible for collecting trash, recycling, yard waste, and bulk trash from residential properties only in the newly annexed area. Trash & recycling would be added to the Town's contracts with Burch Trash (at a monthly rate of \$11.50/house for trash, \$2,50/house for recycling), however Public Works will need to collect Yard Waste and Bulk trash (hence the larger truck). This would cost the Town an additional \$2,937 per year in recycling and \$12,282 in trash pick-up additional to the Town's Burch contract.

### **Public Safety Needs:**

Mid-Year FY21 Budget Adjustment Needs:

Salaries	\$75,000
Equipment	\$20,000
Capitol Purchases	\$41,333
<b>Total</b>	<b>\$136,333</b>

**Salaries:** In order to provide adequate police services to the newly annexed area and the existing Town limits, the Town would need to add three full time Police Officers and one Police Clerk. This would bring the Department to a total of six sworn officers, and the ability to have two shifts, or 20hrs per day of coverage. Currently the Town only has one shift of officers with 8hrs of coverage per day. Remaining hours would be covered by County Police.

**Equipment:** This expenditure would be to outfit the new officers with uniforms, protective vests, weapons & duty equipment, portable radios, office supplies, and vehicle equipment.

**Capitol Purchases:** With only one extra police vehicle, the Town would need to purchase two additional Ford Explores (same to what was just purchased) at an all-in cost of \$62,000 (vehicle, car radio, computer, graphics, lights & sirens, ect) each to outfit each officer. These two vehicles would also be purchased via a leasing program.

Note: The current police offices will not accommodate a staff of 8 (Chief, five officers, code officer, and clerk). Staff is pricing out potentially having a trailer placed at Town Hall for the Patrol Officers while the Chief, Clerk, and storage remain inside Town Hall. This would be temporary until a potential new site for a police station is located and funded by a State Bond Bill and Speed Camera Revenue.



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

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

## DRAFT Policy on Town Credit Cards, Invoice Payments, and Deposits

### **Policy Goal**

The Goal of this policy is to ensure a strong checks & balances system within the financial institution of the Town of Upper Marlboro to ensure Town tax dollars are being spent in a responsible and appropriate manner. This policy does not supersede or replace Ordinance 2011-02 Procurement or the Town Charter, this policy is meant to enhance these pieces of legislation.

### **Position Responsibilities**

Below are each positions' general responsibilities in terms of this policy:

President: Oversees the Town's fiscal well-being and expenditures. 2<sup>nd</sup> signer of checks over \$2,000

Treasurer: Primary signer of all checks, reviews monthly Treasurer's reports.

Town Administrator: Serves as the Department head for General Government and is responsible for all General Government expenditures. Reviews all invoices and payments prior to being signed by elected officials. Back-up authorized check-signer.

Director of Finance: Is responsible for the payment of invoices, making deposits, reconciling credit card statements, reconciling parking meter income, among other items listed in this policy.

Chief of Police: Serves as the Department head for Public Safety and is responsible for all Public Safety expenditures.

Superintendent of Public Works: Serves as the Department head for Public Works and is responsible for all Public Works expenditures.

Town Clerk: Responsible for the receiving and of all bill and invoices that are delivered via the US Postal Service or other means. Also accepts payments made at Town Hall.

### **Section 1 Procurement Practices**

It is the responsibility of all Town elected officials and Town staff below procurement guidelines are strictly followed. These guidelines are directly from Ordinance 2011-02 Procurement:

Under \$500: Department heads are authorized to make purchases under \$500

Over \$500: Department heads must obtain at least three proposals or prices and make a recommendation to the President via the Town Administrator.

Under \$2,000: May be authorized by the President via the Town Administrator and must be reported to the Board either by email or at a public meeting.

Over \$2,000: Requires formal Board approval prior to making any purchase.

Between \$2,000 and \$10,000: Requires a minimum of three written quotes or proposals and formal Board approval

Over \$10,000: Requires a sealed bid process with Board approval or a unanimous Board-authorized alternative procurement method. A Resolution shall be required for all contracts or purchases over \$10,000.

## **Section 2 Town Credit Cards & Line of Credit**

Card Issuance: Each Town Department Head is assigned a Town Credit Card in their name for procurement for their respective Town department. The President shall also be issued a credit card for emergency/large purchases only.

Card Limits: Department head credit cards shall be set at a \$1,500 limit. The President's card shall have a \$10,000 limit.

Card Statement Reconciliation: The Director of Finance shall provide department heads with statements to attach receipts and invoices of purchases on that statement. Each purchase shall be deducted from a line item in the Department's budget. The Director of Finance shall make credit card statements and receipts available to the Treasurer and Town Administrator for review. Each purchase made by a credit card shall be funded by a line item out of the respected Department's budget.

Payment: The Director of Finance shall ensure the cards are paid in full on a monthly and routine basis.

Additional Credit Cards & Lines of Credit: An opening of a line of credit, or credit card, requires the approval of the Board of Town Commissioners. The below additional credit accounts are "grandfathered":

- Home Depot Card: Due to the nature of the Public Works department and the concentration of spending at this particular store, it was deemed beneficial to set up a Home Depot credit card with a limit of \$1,500.

## **Section 3 Processing of Invoices & Payment**

Receiving & Distribution: The Town Clerk's Office shall process all incoming invoices that arrive by USPS. This is the preferred method of delivery of invoices. When an invoice arrives by mail, the Town Clerk will stamp is either "General Government", "Public Safety", or "Public Works". Invoices will then go to their respective Department heads. Department heads who receive invoices by email or in person do not need to submit them to the clerk, but still submit them to the Director of Finance for payment. NOTE: Town Committee expenditures fall under "General Government" budget and are therefore the responsibility of the Town Administrator to process and submit for payment.

Authorization of Payment: Department heads are responsible for all invoices coming from their Department's budget. All invoices coming from line items in their budget must be reviewed and approved prior to being submitted to the Director of Finance for payment. Invoices should be marked with a signature and a line item number (from their budget) that is funding the payment. For checks & balances purposes, the Director of Finance should not authorize any invoices.

Payment: Upon receiving invoices, the Director of Finance shall prepare checks to be signed and attach them to the invoice that they are paying. The checks and invoices shall then be reviewed by the Town Administrator prior to being released for signature by the Treasurer and/or President. Once signed, checks are to be mailed out promptly. Payment shall be made within 30 days of the invoice date.

Overdue Invoices: The Director of Finance shall notify the Treasurer and Town Administrator of any invoices intentionally, or mistakenly, left unpaid past the 30 days of the date of the invoice as soon as it is known.

#### **Section 4 Payments & Deposits**

Mailed & Walk-In Payment: The Town accepts cash, check, and money order payments at Town Hall. Payments, and their receipts, are then deposited into a locked drop box. This secure deposit box shall be attached to the structure of Town Hall to prevent easy removal. The Director of Finance shall have the primary set of keys, and the Town Administrator a back-up set. The Town Clerk or any other personnel should not have access to this box. The Director of Finance shall, at least once per week, process the deposits from the box, and deposit them at the bank.

Credit Card Payments: There is one terminal at Town Hall for in-person or over the phone payments. The Town charges a 3.5% processing fee for all credit card transactions. If a payment is made in person with a credit card, two receipts shall be printed from the terminal. A copy shall go to the customer and the signed copy is attached to a copy of the payment information sheet outlining what the charge is for and placed in the deposit box. If payment is made by phone, only one receipt needs to be printed, attached to the payment information sheet, and dropped in the deposit box. The daily summary printout shall be placed in the deposit box as well, so that receipts can be reconciled by day.

#### **Section 5 Town Parking Meters**

Parking Meter Coin Collection: The Chief of Police and the Code Officer are charged with ensuring parking meter coins are collected on a regular basis, not to exceed two weeks in between collection. The current parking meter coin collection equipment the Town has purchased allows for the collector to not have access to the coins. The Chief of Police is responsible for the parking meter coin collection key that grants access to coins.

Coin collection is to be done by at least two staff members, preferably the Code Officer and one Police Officer. When emptying meters, staff is required to swipe the IPS "Coin Collection Card" at each meter emptied so that the system registers the coins being emptied. The coin cart collection bins are to be locked with a keyed lock, of which only the Director of Finance will have. Coin canisters from the meters will be emptied into the cart which fills the locked collection bins. Once collection is complete, the bins will be brought to the Director of Finance to be emptied into sealed coin deposit bags and deposited at the bank that same day. After the bank processes the coins and a deposit is made into the Town's bank account, the Director of Finance shall reconcile it with the IPS Parking system record of coins collected to ensure accuracy. The Code Officer will then double check the IPS system to ensure all meters have been registered as emptied immediately following each collection.

Parking Meter Credit Card Payment: Payments made by credit cards are to be reconciled by the



Director of Finance by checking the bank statements and the IPS system's records on a monthly basis.

### **Section 6 Penalties and Investigation**

This policy communicates the actions to be taken for suspected misconduct committed, encountered, or observed by employees and volunteers. Like all entities, the Town of Upper Marlboro faces many risks associated with fraud, abuse, and other forms of misconduct. Our Town is committed to establishing and maintaining a work environment of the highest ethical standards. Achievement of this goal requires the cooperation and assistance of every employee and volunteer at all levels of the Town.

Whistleblower Protection: The Town will consider any reprisal against a reporting individual an act of misconduct subject to disciplinary procedures. A "reporting individual" is one who, in good faith, reported a suspected act of misconduct in accordance with this policy, or provided to a law enforcement officer any truthful information relating to the commission or possible commission of a federal offense or any other possible violation. A simple email to all Commissioners, the Town Administrator, and the Town Attorney regarding possible fraud is considered enough of a notification of possible wrongdoing.

Reporting Procedure: If an employee of the Town of Upper Marlboro has a reasonable belief that an employee or the Town has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, the employee is expected to immediately report such information by following the procedures as detailed in the personnel handbook.

Disciplinary Action: Disciplinary actions are guided by Town of Upper Marlboro Personnel Handbook.

Investigation: The Town Attorney shall work with the Town's auditing firm to conduct an investigation into possible fraud or misconduct should the need arise.

### **Other Topics/Potential Policies:**

- Petty Cash
- Monthly Reconciliations
- Asset Management
- Bank Accounts
- Separate Parking Meter Policy
- Town Committee Reimbursement/Budget

**CHARTER AMENDMENT RESOLUTION NO. 01-2020**

**A CHARTER AMENDMENT RESOLUTION  
OF THE BOARD OF COMMISSIONERS  
OF THE TOWN OF UPPER MARLBORO, MARYLAND  
AMENDING THE CHARTER OF THE TOWN OF UPPER MARLBORO, MARYLAND  
BY CREATING THE OFFICES OF TOWN ADMINISTRATOR AND CHIEF OF  
POLICE, AND BY PERMITTING THE OFFICIAL USE OF THE ALTERNATIVE  
TITLE OF MAYOR BY THE PRESIDENT OF THE BOARD OF COMMISSIONERS,  
AND MAKING CERTAIN STYLISTIC, GRAMMATICAL AND NON-SUBSTANTIVE  
CHANGES THERETO**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF  
UPPER MARLBORO, MARYLAND** adopted pursuant to the authority of Article XI-E, § 4 of  
the Constitution of the State of Maryland and Title 4, Subtitle 3 of the Local Government Article  
of the Annotated Code of Maryland, to amend the Charter of the Town of Upper Marlboro, to  
formally create the offices of Town Administrator and Chief of Police, to include the title of  
Mayor in addition to that of President when referencing said office within the Charter and to  
make other stylistic, grammatical and non-substantive changes thereto.

**WHEREAS**, the General Assembly of Maryland passed HB 615 during the 2018 session  
effective July 1, 2018 (now codified as § 4-304(a)(2) of the LG Art. of Md. Ann. Code) requiring  
the legislative body of a municipality to hold a public hearing and give at least 21-days' notice  
by posting the notice in a public place before adopting a resolution initiated by the legislative  
body that proposes an amendment to the municipal charter.

**Section 1.** **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF THE TOWN OF UPPER MARLBORO** on this \_\_\_\_ day of  
\_\_\_\_\_ 2020, that the Charter of the Town of Upper Marlboro, Maryland shall be and is  
hereby amended to read as follows:

## **Corporate Name**

### Section 82–1. (CORPORATE NAME)

The inhabitants of the town of Upper Marlboro are hereby continued a body corporate and a municipal corporation by the name of “The Town of Upper Marlboro” with all of the privileges thereof, by that name to sue and be sued, to plead and be impleaded in any court of law or equity, to have and use a common seal and to have perpetual succession.

\* \* \*

## **The Board of Commissioners**

\* \* \*

### Section 82–7. (Board to be the Judge of Qualifications of [it] ITS Members).

The Board shall be the judge of the election and qualification of its members.

\* \* \*

## **The President**

### Section 82–13. (Selection).

At their organizational meeting, a majority of the Commissioners shall elect one of their members President. The President shall preside at all meetings of the Board in accordance with the accepted rules of [parliamentary] PARLIAMENTARY procedure, except that he OR SHE may vote on any question before the Board. THE PRESIDENT SHALL BE THE CEREMONIAL MAYOR OF THE TOWN AND SHALL BE IDENTIFIED EITHER AS THE PRESIDENT OF THE BOARD OF COMMISSIONERS OR AS THE TOWN MAYOR.

\* \* \*

## **Registration, Candidates and Elections**

\* \* \*

### Section 82–32. (Vacancies).

In case of a vacancy on the Board of Commissioners for any reason, the Board of [supervisors] SUPERVISORS of Elections shall, pursuant to the provisions of Section 82–29, conduct a special election to elect some qualified person to fill such vacancy for the unexpired term, provided, however, any vacancy which occurs within 61 days of the next general election

as provided for in Section 82–27 shall remain vacant until said general election. In case of a vacancy in the office of President for any reason, the Board shall elect one of its members to fill the vacancy for the remainder of the unexpired term. Any vacancy in the office of the President shall be filled by the favorable votes of a majority of the members of the Board. The results of any such votes shall be recorded in the minutes of the Board.

\* \* \*

## **Finance**

\* \* \*

### Section 82–44. (Over–Expenditure Forbidden).

No officer or employee shall during any budget year expend or contract to expend any money or incur any liability or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated for or transferred to that general classification of expenditure pursuant to this Charter. Any [contact] CONTRACT, verbal or written, made in violation of this Charter shall be null and void. \* \* \*

### Section [85–52.] 82-52. (Audit).

The financial books and accounts of the Town shall be audited annually if and when required by [Section 40 of Article 19] SECTION 16-305 OF THE LOCAL GOVERNMENT ARTICLE of the Annotated Code of Maryland [(1957 Edition)].

\* \* \*

### Section 82–53B. (Parking Facility).

(a) Without in any way limiting the generality of Section 82–53A, the Town of Upper Marlboro shall have the power to establish a parking facility within its corporate limits and, in connection therewith, to exercise any and all of its powers from whatever source derived, together with the power (without in any way limiting the generality of the foregoing):

\* \* \*

(iii) To appoint any person, firm, or corporation (including without limitation, any governmental entity) as its agent for planning and construction of the parking facility, including without limitation[,]; (A) contracting for financial, architectural, consulting, engineering or legal services[:]; (B) developing plans, specifications, surveys, estimates or feasibility reports; (C) developing the site, including, without limitation, grading, road construction, and installation of water, sanitary sewers and storm sewers, and other utilities; (D) contracting for labor, materials and equipment and administrative services required for

construction of the parking facility; and (E) supervising the construction of the parking facility and taking all actions necessary to place it in operation;

\* \* \*

(d) If any part or parts of this section of the Charter shall be held to be illegal or unconstitutional, the illegality or unconstitutionality shall not affect the validity of the remaining parts of this section. The President and Board of Commissioners of Upper Marlboro hereby declare that they would have passed the remaining parts of this section if they had known that the part [of] OR parts thereof would be declared illegal or unconstitutional.

\* \* \*

#### 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. The Board shall [advertize] ADVERTISE for competitive sealed bids in such manner as shall be prescribed by ordinance for all such competitive sealed bids. Competitive sealed bidding contracts shall be awarded to the bidder who offers the lowest or best bid, quality of goods and work, time of delivery or completion, and responsibility of bidders being considered. \* \* \*

### **Personnel**

#### Section 82-57. (Clerk to the Board).

There shall be a clerk to the Board. The clerk shall be appointed by the President with the approval of the Board and shall serve at the pleasure of the President. The clerk shall attend every meeting of the Board and keep a full and accurate account of the proceedings of the Board. The clerk shall keep such other records and perform such other duties as may be required by this Charter or the Board. In the event that the clerk cannot be present for any meeting or meetings of the Board, the clerk shall have the authority, with the Board's approval, to assign the responsibility of attending said Board meeting(s), and the taking of minutes, to a town administrative staff member as a temporary alternate. THE CLERK TO THE BOARD SHALL BE IDENTIFIED EITHER AS THE CLERK TO THE BOARD OR AS THE TOWN CLERK.

\* \* \*

#### Section 82-58. (Town Attorney).

\* \* \*

Section 82–59. (Authority to Employ Personnel).

\* \* \*

SECTION 82–59A. (TOWN ADMINISTRATOR).

THE PRESIDENT, WITH THE APPROVAL OF THE BOARD, MAY APPOINT AN OFFICER OF THE TOWN BY ORDINANCE OR RESOLUTION WHO SHALL HOLD THE TITLE OF TOWN ADMINISTRATOR AND SHALL HAVE THE POWERS AND PERFORM THE DUTIES AS MAY BE PROVIDED BY ANY APPLICABLE ORDINANCES OR RESOLUTIONS OF THE TOWN. UNDER THE SUPERVISION OF THE PRESIDENT, THE TOWN ADMINISTRATOR SHALL COORDINATE AND GUIDE THE ADMINISTRATION OF ALL DEPARTMENTS, OFFICES AND AGENCIES OF THE TOWN, EXCEPT AS OTHERWISE PROVIDED BY THIS CHARTER OR BY LAW. NEITHER THE PRESIDENT NOR ANY TOWN COMMISSIONER SHALL RECEIVE SUCH APPOINTMENT DURING THE TERM FOR WHICH HE OR SHE SHALL HAVE BEEN ELECTED, NOR WITHIN ONE YEAR AFTER EXPIRATION OF SAID TERM. NOTWITHSTANDING ANYTHING ELSEWHERE IN THIS CHARTER TO THE CONTRARY, THE TOWN ADMINISTRATOR SHALL BE CONSIDERED SUBORDINATE TO THE BOARD, AND AN AT-WILL EMPLOYEE SERVING AT THE PLEASURE OF THE BOARD.

SECTION 82–59B. (CHIEF OF POLICE).

THE PRESIDENT, WITH THE APPROVAL OF THE BOARD, MAY APPOINT AN OFFICER OF THE TOWN BY ORDINANCE OR RESOLUTION WHO SHALL HOLD THE OFFICE OF CHIEF OF POLICE. THE CHIEF OF POLICE SHALL ASSIST THE PRESIDENT IN THE ESTABLISHMENT AND MAINTENANCE OF A POLICE DEPARTMENT. THE POWER TO MANAGE AND OPERATE THE TOWN'S POLICE DEPARTMENT SHALL BE VESTED IN THE CHIEF OF POLICE, SUBJECT TO APPROVAL AND OVERSIGHT BY THE PRESIDENT AND BOARD OF TOWN COMMISSIONERS. IT SHALL BE THE FUNCTION OF THE UPPER MARLBORO POLICE DEPARTMENT TO ENFORCE THE LAWS OF THE TOWN AND, WHEN APPROPRIATE AND LAWFUL, THE LAWS OF PRINCE GEORGE'S COUNTY AND THE STATE OF MARYLAND. THE CHIEF OF POLICE SHALL ENSURE THAT THE POLICE DEPARTMENT ADEQUATELY AND COMPETENTLY FULFILLS ITS FUNCTION.

\* \* \*

## **Water and Sewers**

\* \* \*

Section 82–73. (Private Systems).

The Town may by ordinance provide that no water supply, sewerage, or storm water drainage system, and no water mains, sewers, drains, or connections therewith, shall be constructed or operated by any person or persons, firm, corporation, institution, or community, whether upon private premises or otherwise, and may provide that cesspools or other private methods of sewage disposal shall be operated and maintained in such a manner that they do not and will not be likely to affect adversely the public comfort and health and any cesspool or other private method of sewage disposal affecting or likely to affect adversely the public comfort and health may be deemed a nuisance and may be abated by the Town[.]. Any violation of an ordinance passed under the provisions of this section shall be made a misdemeanor.

\* \* \*

Section 82–75. (Right of Entry).

Any employee or agent of the Town, while in the necessary pursuit of his official duties with regard to the water or sewage disposal systems operated by the Town, shall have the right of entry, for access to water or sewer installations, at all reasonable hours, and after reasonable advance notice to the owner, tenant, or person in possession, upon any premises and into any building in the Town or in the County served by the Town’s water or sewage disposal system. Any restraint or [hinderance] HINDRANCE offered to such entry by any owner, tenant, or person in possession, or the agent of any of them, shall be a misdemeanor.

\* \* \*

## **Special Assessments**

Section 82–79. (Power: Special Assessments).

The Town shall have the power to levy and collect taxes in the form of special assessments upon property in a limited and determinable area for special benefits conferred upon such property by the installation, or construction of water mains, sanitary sewers, storm water sewers, curbs, and gutters and by the construction, and paving of public ways and sidewalks or parts thereof, and to provide for the payment of all or any part of the above projects out of the proceeds of such special assessments. The cost of any project to be paid in whole or in part by special assessments may include the direct cost thereof, the cost of any land acquired for the project, the interest on bonds, notes, or other evidences of indebtedness issued in connection with such project, a reasonable charge for the service of the administrative staff of the Town, and any other item of cost which may reasonably be attributed to the project.

\* \* \*

**Section 2.** **BE IT FURTHER RESOLVED** that this Charter Amendment Resolution is adopted this \_\_\_\_ day of \_\_\_\_\_, 2020, and that upon adoption by the Board of Commissioners of the Town of Upper Marlboro, Maryland a complete and exact copy of this Charter Amendment Resolution shall be posted in the Town Office for a period of at least forty (40) days following the date of its adoption. Additionally, a fair summary of the proposed Amendment shall be published in a newspaper of general circulation in the Town of Upper Marlboro not less than four (4) times at weekly intervals within the forty (40) days following the adoption this Charter Amendment Resolution.

**Section 3.** **BE IT FURTHER RESOLVED** that the Amendment initiated in this Charter Amendment Resolution shall take effect and shall become and be considered the Charter of the Town of Upper Marlboro, upon the fiftieth day after being so ordained or passed unless on or before the fortieth day after being so adopted and passed a referendum petition meeting the requirements of State law shall be presented to the Board of Commissioners of the Town of Upper Marlboro, Maryland or mailed to it by certified mail, return receipt requested, bearing a postmark from the United States Postal Service.

**Section 4.** **BE IT FURTHER RESOLVED** that when the Charter Amendment hereby initiated becomes effective, as provided herein, or following a referendum election, the Town Clerk shall send separately, by certified mail, return receipt requested, to the Department of Legislative Services within 10 days after the charter resolution becomes effective, the following information concerning the Charter Amendment: (i) the complete text of this Charter Amendment Resolution; (ii) the date of the referendum election, if any held with respect thereto; (iii) the number of votes cast for and against this Charter Amendment Resolution by the Board of



Commissioners of the Town of Upper Marlboro, Maryland or a referendum election; and (iv) the effective date of the Charter Amendment.

**Section 5.** **BE IT FURTHER RESOLVED** that the Town Clerk of the Town of Upper Marlboro is specifically instructed to carry out the provisions of Sections 2, 3, 4, and 5 hereof, as evidence of compliance herewith, the Town Clerk shall cause to be affixed to this Charter Amendment Resolution and to the Minutes of the Board of Commissioners Meeting in which it is adopted (i) an appropriate certificate of publication of the newspaper in which the summary of the Charter Amendment Resolution shall have been published and (ii) return receipts of the mailing referred to in Section 4, and shall further complete and execute the Certificate of Effect attached hereto.

**INTRODUCED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**PASSED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWN OF UPPER MARLBORO,  
MARYLAND

\_\_\_\_\_  
M. David Williams  
Clerk

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

\_\_\_\_\_  
Wanda Leonard, Commissioner

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

\_\_\_\_\_  
, Commissioner

Reviewed and Approved for Legal Sufficiency

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

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

CHARTER RESOLUTION CERTIFICATE

I, M. DAVID WILLIAMS, the duly appointed, and qualified Clerk to the Board of Commissioners of the Town of Upper Marlboro, a municipal corporation of the State of Maryland, do hereby certify that (i) the attached copy of Charter Amendment Resolution 01-2019 is true, correct and complete; (ii) Charter Amendment Resolution 01-2020 was duly adopted by the Board of Commissioners of the Town of Upper Marlboro at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2020; (iii) said meeting was duly convened and a quorum was present and acting throughout; (iv) Charter Amendment Resolution 01-2020, after having been introduced and fully discussed, was duly adopted, all or a majority of Commissioners present voting in the affirmative; and (v) Charter Amendment Resolution 01-2020 has not been amended, modified or repealed and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Town of Upper Marlboro this \_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

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

DATE OF INTRODUCTION/PASSED: \_\_\_\_\_  
40-DAY POSTING END DATE: \_\_\_\_\_  
FAIR SUMMARY NEWSPAPER  
WEEKLY PUBLICATION DATES (x 4): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
EFFECTIVE (50<sup>TH</sup> DAY) DATE: \_\_\_\_\_  
\_\_\_\_\_

## **The Town of Upper Marlboro**

RESOLUTION: 2020-19  
SESSION: Regular Board Work Session  
DATED: June 23, 2020

### **A RESOLUTION AND ORDER OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO EXTENDING THE LOCAL STATE OF EMERGENCY INITIALLY ISSUED ON MARCH 25<sup>TH</sup>, 2020 AND IMPOSING ADDITIONAL SAFEGUARDS FOR A SPECIAL ELECTION CALLED TO FILL A VACANCY**

**WHEREAS**, at the June 9, 2020, Regular Town Meeting, Town Commissioner Kai Bernal-LeClaire announced his plans to resign from his elected office within the Town due to a pending change of domicile; and

**WHEREAS**, the letter of resignation as tendered and dated June 16<sup>th</sup>, 2020, Commissioner Bernal-LeClaire's stipulates that the resignation will be effective on Wednesday June 24<sup>th</sup>, 2020 (Exhibit A); and

**WHEREAS**, per Section 82–29. (Special Elections) of the Town Charter, a special election shall be held not less than thirty (30) days and not more than forty–five (45) days after the vacancy is created; and

**WHEREAS**, on March 5, 2020, Maryland Governor Larry Hogan initially declared a state of emergency in response to concerns about the novel Coronavirus (COVID-19); and

**WHEREAS**, an initial Emergency Declaration was declared by the President on March 25th, 2020 as extended thereafter.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, 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 accepts the above-referenced resignation and hereby declares a vacancy on the Board as of Wednesday June 24<sup>th</sup>, 2020, and the date of the Special Election shall be held on Monday, July 27<sup>th</sup>, 2020, with the below measures or precautions put in place to protect voters from the novel Coronavirus (COVID-19):

#### Modified Election Procedures In Response to COVID-19:

1. Limit of 10 persons in voting room/conference room at a time (including three election judges),
2. Voters will enter one door and exit a different door,
3. 6-foot social distancing and masks will be required within the polling place,
4. Voters will be screened via temperature checks prior to entering Town Hall,
5. Any otherwise qualified voter whose screening exceeds acceptable guidelines will be offered a provisional or emergency absentee ballot for which to vote,

6. Hand sanitizer available at every voting booth and station to include measures for sanitizing voting equipment and other surfaces, such as pens and tables, and, paper towels, hand sanitizer, tissue to be made available, and
7. Elections judges and voting booths will be protected by plexiglass shields.

**AND BE IT FURTHER RESOLVED AND ORDERED**, by the Board of Commissioners for The Town of Upper Marlboro that this Resolution shall modify and extend, as applicable, any prior existing proclamation or order of the President until such time that the present health emergency is declared terminated.

ATTEST:

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_  
Clerk

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

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

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

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

[EXHIBIT A- COMMISSIONER BERNAL-LECLAIRE LETTER OF RESIGNATION]

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

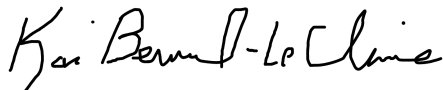
16 June 2020

Mr. Kai V. Bernal-LeClaire  
Commissioner and Treasurer,  
Town of Upper Marlboro

President Pennoyer:

I have accepted a job offer for a position in Philadelphia, Pennsylvania. This will require my family to move out of the Town of Upper Marlboro in the coming weeks. To ensure as short a vacancy as possible, I hereby resign as Commissioner and Treasurer for the Town of Upper Marlboro, Maryland effective 24 June 2020. It has been my great privilege to serve with you, Commissioner Leonard, and the Town staff. I am confident that the Town of Upper Marlboro will continue to achieve great things on behalf of its residents.

Very respectfully,

A handwritten signature in black ink that reads "Kai Bernal-LeClaire". The signature is written in a cursive, flowing style.

Mr. Kai V. Bernal-LeClaire