

Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

Board of Town Commissioners

WORK SESSION

Tuesday, January 28, 2020 – 7:00 p.m.

AGENDA

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

Roll Call

Pledge of Allegiance

Business

- 1) RFP#UM 2020-01: Media Relations (Board discussion)
- 2) RFP#UM 2020-02: Parking Enforcement (Board discussion)
- 3) RFP#UM 2020-03: Town Hall Solar (Board discussion)
- 4) Playground Contract (Board discussion)
- 5) Personnel Ordinance & Organizational Chart (Board discussion)
- 6) County Streetscape Grant Proposal (Board discussion)
- 7) Old Line Bank Investment Account (Board discussion)
- 8) Marlboro Day date / Fees Resolution (Board discussion)
- 9) Resolution 2019-02 Commission Meeting Regulations (Board discussion)
- 10) Upcoming Food Truck Ordinance (Board discussion)

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*

Kai Bernal-LeClaire
Commissioner/Treasurer

Wanda Leonard
Commissioner

Linda Pennoyer
Commissioner/President



Town of Upper Marlboro

Town Hall, 14211 School Lane
Upper Marlboro, MD 20772

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

info@uppermarlbormd.gov
www.uppermarlbormd.gov

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

Request for Proposals

Town of Upper Marlboro Media Relations Firm

RFP # UM 2020-01

Project Overview: The Town of Upper Marlboro is seeking proposals from firms to assist and guide the Town on to manage Town relationships with the media and ensure quality and accurate dissemination of information; act as Town's official spokesperson with the media; respond to crisis outbreaks; provide proactive media relations; facilitate news conferences and prepare all necessary materials as needed; proactively promote Town accomplishments and activities.

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

- Social Media Strategy and Messaging
- Crisis Communications
- Event Promotion and Publicity
- Media Outreach
- Media Training and Coaching for Elected Officials & Staff
- 24/7 On-Call Availability for Emergencies

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

- Extensive crisis communications expertise, including crises that threatened public safety and/or corporate reputation.
- Ability to manage multiple issues and priorities on deadline.
- Experience serving as a senior press aide to a mayor, governor, or other governmental executive leader, including serving as that official's media spokesperson or press secretary.
- Prior experience as a print or broadcast journalist preferred.
- Individual or firm must have a thorough understanding of local, state, and/or federal government operations, including the legislative process.
- Individual or firm must have demonstrable working relationships with media outlets in the Washington-Baltimore media markets.
- Prior experience working closely with local law enforcement preferred.
- Individual or firm must have prior experience working within the Washington, DC region, including Prince George's and/or Montgomery counties.
- Individual or firm must be able to work independently, but also thrive as part of a fully functional team

Budget: The annual budget for this service shall not exceed \$22,000 for no less than at least 10 hours of work per month.

Deadline: Responses to this RFP are to be submitted by **Monday March 2nd, 2020** at 5pm. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: 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 July 1st, 2020. Town Elected Officials will participate in the process of selecting the appropriate firm. Proposals will be evaluated based on:

1. The firm's understanding of effective public relations needs for municipal governments
2. The firm's availability to render services to the Town every month
4. Three references (with link) for past public relations experience with government organizations.
5. Budget, to be broken down into a monthly retainer fee.

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 for the Town, can be reached at 301-627-6905 or ksnyder@UpperMarlboroMD.gov with any questions.

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



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Request for Proposals

Town of Upper Marlboro Web Based Parking Ticket Issuance Hardware, Software and Payment Solutions

RFP # UM 2020-02

Parking Background: The Town manages 123 on-street single space parking meters along Main Street, Elm Street, Judges Drive, Governor Oden Bowie Drive, Water Street, and Pratt Street. These parking spaces are managed by M5™ Single-Space Smart Parking Meters installed July 2019. The Town also manages a 30-car parking lot on Church Street managed by a MS1™ Multi-Space Pay Station. The Town employs one full-time Code Enforcement officer to enforce parking regulations within the Town. The Code Officers is supported by several full-time Police Officers who assist as needed with parking enforcement. The current hourly rate to park is \$2.50 per hour, Monday thru Saturday, 24 hours a day. The Town issues an average of 250-300 citations per month.

Project Goals: The Town of Upper Marlboro seeks a qualified vendor to provide:

- Web based Parking Citation Software
- Ruggedized Parking Citation Issuance devices
- Delinquent Parking Citation Collection Services
- Real-Time integration with the Town's IPS Meters and Park Mobile system
- Must support Maryland MVA integration for plate look-up
- Citations printed on tear proof, water resistant forms using thermal handheld printers
- Cloud-based software package

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

- convert all parking ticket data provided by the Town.
- have the ability to print and mail delinquent parking notices
- have the ability to arrange and manage a system that can collect delinquent debt
- provide all software, equipment, services and supplies at no upfront cost and the City does not own the equipment at the end of the contract
- provide a detailed description of the proposed equipment, software, operation, maintenance and management plan in conformance with the terms and conditions of the RFP.
- develop useful management reports for system analysis and utilization, problem resolution; and create increased consumer responsiveness and satisfaction.
- Develop and submit an implementation plan within 10 (10) days of contract award.
- take all necessary measures to secure any sensitive financial or personal information provided by the public to use the payment service. These security precautions shall be completed according to applicable federal and state laws or regulations as well as credit card industry standards

RFP # UM 2020-02

The successful vendor agrees that:

- no data, financial or otherwise, gleaned through utilization of the payment services may be sold, or displayed to a third party by the vendor without the expressed written authorization of the Town of Upper Marlboro. Such authorization shall only be given if there is a compelling public interest to do the so and will be publicly acknowledged by the Town Administration at the next regularly scheduled meeting of Board of Town Commissioners.
- no customer shall receive marketing emails, text messages, or other communications without the expressed written authorization of the Town of Upper Marlboro.
- upon contract termination or expiration, any customer data shall be deleted and/or returned to the Town so that it cannot be sold or used after the contract expires.
- shall provide secure administrative password access to the back-office system to authorize Town personnel for financial accountability, reporting, querying, revenue reconciliation, and adjudication.
- shall supply any reports or information as deemed necessary by the Town to monitor and manage the Vendor's performance under the terms of the contract.
- shall provide onsite and/or web-based training for authorized city personnel to navigate and utilize the back-office system. Real-time user support should also be available

Deadline: Responses to this RFP are to be submitted by **Monday March 2nd, 2020** at 5:00 p.m. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: Info@UpperMarlboroMD.gov. In-Person: Upper Marlboro Town Hall 14211 School Lane Upper Marlboro MD 20772.

Responses should include a cover letter that details the following company information:

- Company name, address, phone, and email
- Listing of company principals
- Number of years that the company has been business and brief company history
- Designated project administrator from the company
- Sample implementation plan and timeline
- Detail any projects of similar size and/or scope
- List of references and contact information for current or former municipal clients in the State of Maryland, District of Columbia, or Virginia.

Selection Process and Criteria: This RFP is for a 24-month contract with the Town, with the option for renewal beginning July 1st, 2020. Town Elected Officials will participate in the process of selecting the appropriate firm. Proposals will be evaluated based on:

1. The firm's ability to integrate with the Town's IPS Parking Meter Equipment
2. The firm's ability to integrated with the Maryland Motor Vehicles Administration to flag registrations
4. The firm's ability to produce a user-friendly product.
5. The firm's competitive pricing structure

Point of Contact: Kyle Snyder, Chief of Staff for the Town, can be reached at 301-627-6905 or ksnyder@UpperMarlboroMD.gov with any questions.

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



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Request for Proposals

Town of Upper Marlboro Town Hall Solar Panel Installation

RFP # UM 2020-03

Project Overview: The Town of Upper Marlboro is seeking proposals from qualified firms to install solar panels on the roof of the Town Hall building located at 14211 School Lane Upper Marlboro MD 20772. The Town renovated and expanded the Town Hall & Police Department building in 2017-2018, into an approximately 6,000 square foot government office building. The Town installed energy efficient heating/cooling, LED lights & times, new windows, and all new insulation. In 2019, the Town was awarded a grant from the Maryland Department of Energy to install solar panels on the roof of the Town Hall building.

Budget: The budget for this project shall not exceed \$24,000.

Design Guidelines: Contractor shall develop a design for a new photovoltaic system at the Town Hall on the South and East facing rooflines of the building.

- Mounting system shall limit roof penetrations and shall be either building integrated roof PV or fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors.
- Conduit penetrations shall be minimized.
- If system is not building integrated or membrane sealed, system shall be fixed tilt (minimum 5 degrees tilt for flat roof or flush mounted for sloped roof) with an orientation that maximizes annual energy production.
- System layout shall meet local fire department, code and ordinance requirements for roof access.

Deadline: Responses to this RFP are to be submitted by **Monday March 2nd, 2020** at 5pm. By Mail: Town of Upper Marlboro P.O. Box 280 Upper Marlboro MD 20773. By Email: info@UpperMarlboroMD.gov. In-Person: Upper Marlboro Town Hall 14211 School Lane Upper Marlboro MD 20772.

Selection Process and Criteria: Town Elected Officials and staff will participate in the process of selecting the appropriate firm. Proposals will be evaluated based on:

1. The performance of the panels to be installed, and the estimated offset percentage of building energy usage.
2. The equipment and work warranty offered by the firm.
3. The cosmetic appearance of the panels on the roof of the Town Hall.
4. Timeline in which the project can be completed.
5. Competitive budget & pricing.

Point of Contact: Kyle Snyder, Chief of Staff for the Town, can be reached at 301-627-6905 or ksnyder@UpperMarlboroMD.gov with any questions.

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

AGREEMENT FOR GOODS AND SERVICES
FOR
TOWN OF UPPER MARLBORO COMMUNITY PLAYGROUND

THIS AGREEMENT is made this _____ day of _____, 2020, by and between: THE TOWN OF UPPER MARLBORO, MARYLAND, a municipal corporation organized and existing under the Constitution and laws of the State of Maryland (the "Town"); and SPARKS @ PLAY, LLC (the "Contractor"), a Maryland Limited Liability Company.

WHEREAS, the Town has obtained grant funding from the Maryland Department of Natural Resources to construct the Town's first public playground; and

WHEREAS, the playground is to be located at or near 5505 Old Crain Highway Upper Marlboro MD 20772, which lot was formerly a train depot and station for the Chesapeake Beach Railway; and

WHEREAS, the theme of this play structure is expected to reflect its former use, and work to incorporate custom elements from the Town and the railroad's history; and

WHEREAS, the proposed Playground and Recreation Area will be located on a Town-owned vacant lot adjacent to the Sasser Athletic Fields regularly used by the Marlboro Boys & Girls Club, and this playground will be built around the existing mature tree canopy to provide shade to the play structures and seating areas; and

WHEREAS, the Contractor, Sparks @ Play, LLC, a company in good standing with the State, has offered a proposal (Proposal Number: 003727-1, dated October 17, 2019) based on an updated master or concept plan including two phases consisting of a Train (Phase #1, 2-5 Years) and a Train Depot (Phase #2, 5-12 Years); and

WHEREAS, the parties desire to contract for such goods and services, to their mutual benefit.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Scope of Work. The Town Board of Commissioners has selected to initially pursue Phase #2 of Proposal Number: 003727-1 at this time which scope includes: (i) Site Work to Level Area, (ii) Poured-in-Place Surfacing and Stone Base, (iii) Installing Depot Playground Materials, (iv) Wood Borders, and (v) 4' Tall Fence and Gate. Contractor shall supply all labor, materials, and equipment necessary to complete the scope of work:

The Minimum Scope of Services for this project includes, but is not be limited to the following:

- Design and construct a Railroad/Train Depot themed play structure for ages 5-12,
- Obtain necessary permits from Prince George's County, and hire permit expediter as necessary,

- Contract professional engineering service for the project as needed,
- Attend one community meeting, and one meeting with the Board of Town Commissioners,
- Install themed play structure for ages 5-12 (including ordering and shipping of parts),
- Install rubberized playground surfacing to meet ASTM standards,
- Management of any sub-contractors,
- Install perimeter fence 48 inches in height, including one gate,
- Proposal shall include plans for a future expansion of the play area with equipment for ages 2-5,
- Installation of a playground welcome sign, and
- The Scope of Work and Unit Prices to be performed are as further stated in Proposal Number: 003727-1, dated October 17, 2019 as referenced above and incorporated herein by reference.

2. Time for Performance. Contractor shall complete its performance hereunder, on or before November 30th, 2020 or no more than 46 weeks after execution of this Agreement, whichever occurs later. The anticipated construction timeline includes 3 weeks for the site survey, 12 weeks for design revisions and review, 8 weeks for permit submissions and approvals, 12 weeks for material ordering and production, 8 weeks for installation, and 1 week for closeout.

3. Liquidated Damages. The Town and Contractor recognize that time is of the essence of this Agreement and that the Town will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the Town within the time specified in Paragraph 2. However liquidated damages will not be assessed against Contractor if the delay(s) in the commencement, completion, or milestone achievement was not caused solely by the negligent acts or omissions of the Contractor.

Further, the parties recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by Town if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay TOWN one hundred twenty-five dollars (\$125.00) for each day that expires after the time specified in Paragraph 2 for completion of acceptable Work.

4. Compensation. A 50% payment of \$112,500.00 is due upon signing of this Agreement with the balance to be paid upon Completion. The budget of the above scope of work is not to exceed \$225,000.00.

5. Workmanship. All work performed hereunder shall be completed in a good and workmanlike manner and to the satisfaction of the Town's Public Works Director. All materials applied or incorporated into the Work shall comply with the product specifications found in the Contractor's proposal, or if not specifically identified in the proposal, all materials shall be approved by the Town's Public Works Director prior to being so applied or incorporated.

6. Restoration of Work Areas and Pathways. Contractor shall restore all property affected by work performed hereunder to the same, or better, condition as when Contractor commenced work. The

Town of Upper Marlboro shall be responsible for any pathways or tree services required by this project.

7. Compliance with Laws & Tax Status. Contractor agrees that, at all times during the term of and while performing the terms of this Agreement, it will comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964. The Town of Upper Marlboro is a tax-exempt government organization. Upon request, the Town will furnish a tax-exempt certificate for Contractor's information.

8. Insurance. Contractor shall procure and maintain the following insurance, with policy limits as hereinafter set forth throughout the term of this agreement and any supplemental agreements to protect the Town from damages resulting from the errors, acts, or omissions of the Contractor, its agents, officers, employees, or subcontractors in the performance of services rendered under this agreement and for which it is legally liable:

- Comprehensive General Liability: \$1,000,000 Each Occurrence,
- \$1,000,000 Personal Injury,
- \$2,000,000 General Aggregate,
- \$2,000,000 Products - Completed/Operation Aggregate,
- Automobile Liability: \$1,000,000 Combined Single Limit,
- Workers Compensation: Workers' Compensation – Statutory,
- \$500,000 Each Accident,
- \$500,000 Disease-Policy Limit, and
- \$500,000 Disease-Each Employee

Prior to commencing any work under this agreement, Contractor shall provide the Town with satisfactory Certificates of Insurance with the Town named as an additional insured under General Liability and Automobile Liability. Contractor shall furnish the Town with copies of all insurance policies or certificates of insurance that relate to the insurance policies required to be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the Town shall be given thirty (30) days' written notice by the insurance company before such policy is substantially changed or cancelled.

9. Bonds. Performance and Payment Bonds shall be furnished to the Town by Contractor, in an amount equal to 100% of the Contract Sum with a corporate surety acceptable to the Town as security for the faithful performance of the contract and payment of all persons performing labor and furnishing materials in connection with the Work covered by this Contract. Contractor shall provide the Town with certified copies of all required bonds prior to the issuance of a Notice to Proceed. An irrevocable assignment of savings account, certified check, or money order made payable to the Town of Upper Marlboro, Maryland may be accepted in lieu of said Performance Bond. As bonding was not a requirement during initial pricing of the project, all costs for required bonds will be addressed through a change order.

10. Term. This agreement shall be effective upon its execution by both parties.

12. Warranty. Contractor guarantees that its work will be free from defects in material and workmanship under normal use for two (2) years from the date of acceptance of the completed Work by Town. Contractor agrees to repair or replace, at no cost to owner, components of protective surfacing that fail or are deficient in materials or workmanship if the failure or deficiency occurs within two (2) years from the date of acceptance of the completed Work by the Town. With regard to repairs or replacement due to failure or deficiencies in materials or workmanship which occur more than two (2) years from the date of acceptance of the completed Work by the Town, Contractor agrees that (this section will be finalized with on a prorated basis based upon the details of the manufacturer's warranty).

13. This Agreement is in all respects subject to the laws of the State of Maryland and shall be construed and interpreted so as to ensure that the Town is at all times in compliance with such laws. The Town reserves the right to unilaterally modify or terminate this contract at any time if, in the opinion of its legal counsel, the contract is deemed to violate the terms of such laws. Additionally, this Agreement may also be modified by direction from a court of competent jurisdiction within the State of Maryland to remain in compliance with all applicable laws, rules, and regulations.

14. Indemnification. The Contractor will hold and save the Town of Upper Marlboro and its officers, agents, servants/employees, and officials harmless from liability of any nature or any kind connected with the work to be performed under this Agreement which arises out of any negligent or willful act or omission of any officer, owner, employee, agent, or individual working on behalf of Contractor in the performance of the Contract.

15. Assignment. Neither party hereto shall assign rights or delegate duties created pursuant to this agreement without the express written consent of the other.

16. Choice of Law and Venue. This agreement shall be construed in accordance with the laws of the State of Maryland and any action brought to enforce this Agreement shall be valid only if filed in the District Court of Maryland for Prince George's County, or the Circuit Court for Prince George's County, Maryland.

17. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year as set forth herein below.

THE TOWN OF UPPER MARLBORO

SPARKS @ PLAY, LLC

By: _____
Signature

By: _____
Signature

Print Name, President, Board of Commissioners

Print Name/Title

Date

Date

Attachments:

1. Town's REQUEST FOR PROPOSALS (11/27/19 deadline) entitled "Town of Upper Marlboro Community Playground," and
2. Sparks @ Play, LLC's Proposal Number: 003727-1, dated October 17, 2019.

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

ORDINANCE: 2020-XX **DRAFT**
SESSION: Regular Town Meeting
INTRODUCED: XXXXXXXXX
DATE ENACTED: XXXXXXXXX

**AN ORDINANCE TO ESTABLISH PERSONNEL GUIDELINES & COMPENSATION 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.

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.

WHEREAS section 82-15 a 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. All office, department, and agency heads shall serve at the pleasure of the president. 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.

Section 1. Declaration of Policy

- A. This Personnel system is established for all present and future employees of Upper Marlboro, 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 Upper Marlboro.
- 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

- A. All offices and positions of the Town are divided into the exempt services and the career services. The exempt services shall include the following: All elected officials, persons employed as consultants rendering temporary professional services; persons employed part-time or on projects of limited duration; volunteer personnel and personnel appointed to serve without pay.
- B. The career service shall include all other full-time positions in the Town service that are not specifically placed in the exempt service by this Ordinance
- C. When this Ordinance becomes effective, all employees holding positions in the career service shall have career status if they have held their positions for at least three (3) months immediately preceding the effective date of this Ordinance. All employees who have served less than three (3) months, or all new employees of the Town except police, shall become career employees upon

successful completion of three (3) months of probation. The probationary period may be extended for cause by the Town. The following sections of this Ordinance apply only to the career service unless otherwise specifically provided.

Section 3. Positions of the Town

Below are the positions set forth by the Town of Upper Marlboro. The annual operating budget sets the positions to be funded form year to year. It is not a requirement that all positions be funded with the exception of Department heads and the Town Clerk.

A. Positions within the Town Administration Department shall include:

- Chief of Staff *Exempt*
- Director of Finance & Human Resources *Exempt*
- Town Clerk
- Administrative Assistant(s)

B. Positions within the Town's Public Safety Department shall include:

- Chief of Police *Exempt*
- Sergeant
- Corporal(s)
- Patrol Officer(s)
- Code Enforcement Officer(s)
- Police Clerk

C. Positions within the Town's Public Works Department shall include:

- Superintendent of Public Works *Exempt*
- Forman
- Crewmember(s)

D. The President has the authority to appoint or hire subordinate officers and employees of the offices, departments, and agencies of the Town government in accordance with rules and regulations in any merit system which may be adopted by the Board.

Section 4. Hiring of Town Employees

A. Positions Requiring Board Approval:

The Board of Town Commissioners shall approve the appointment of all Town Department & Agency Heads presented by the President for approval. These positions shall include the Chief of Police, the Chief of Staff, and the Superintendent of Public Works.

B. Positions not Requiring Board Approval:

Any Town positions not listed in A of this section are not considered as Department Heads and therefore do not require Board approval.

C. Positions Not Included in the Town Budget

Should the need arise to hire for a Town position not included in the Town's current operating budget, the President shall seek the approval of the Board of Town Commissioners to amend the current operating budget prior to seeking candidates for the position.

Section 5. Political Activities

- A. No employee in the career service shall hold an elected or appointed office in the exempt service.
- B. No official or employee of the Town shall solicit any contributions or service for any political purpose from any employee in the career service.
- 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 in the career service.

Section 7. Compensation.

Exhibit A of this Ordinance shall set the compensation of Town Positions and shall be amended from time to time by an Amendment of this Ordinance. The exhibit shall include pay grades or steps for each position to define the amount of compensation an employee will receive based off but not limited to experience, length of employment with the Town, and merit. The Town must inform the employee prior to any changes in pay steps, with the employee accepting or declining the pay step.

Section 8. Penalties

Violation of any provision of this Ordinance may result in disciplinary action on the part of the Town Council up to and including suspension or dismissal.

Section 9. Town Personnel Handbook

The Town's personnel handbook shall contain the Town's employment policies and procedures. The handbook shall be amended and updated from time to time by Resolution. The Board of Town Commissioners may also add policies to the handbook by Resolution as well,

Section 9. Severability Should any part of this Ordinance be held invalid, the Board of Town Commissioners declares that it would have adopted all other provisions notwithstanding such illegality of a part, and 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 _____, 2019.

ORDAINED, APPROVED AND finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this _____ day of _____, 2019, by:

Attest:

THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS

, President

, Commissioner

M. David Williams, Town Clerk

, Commissioner

Reviewed and Approved for Legal Sufficiency

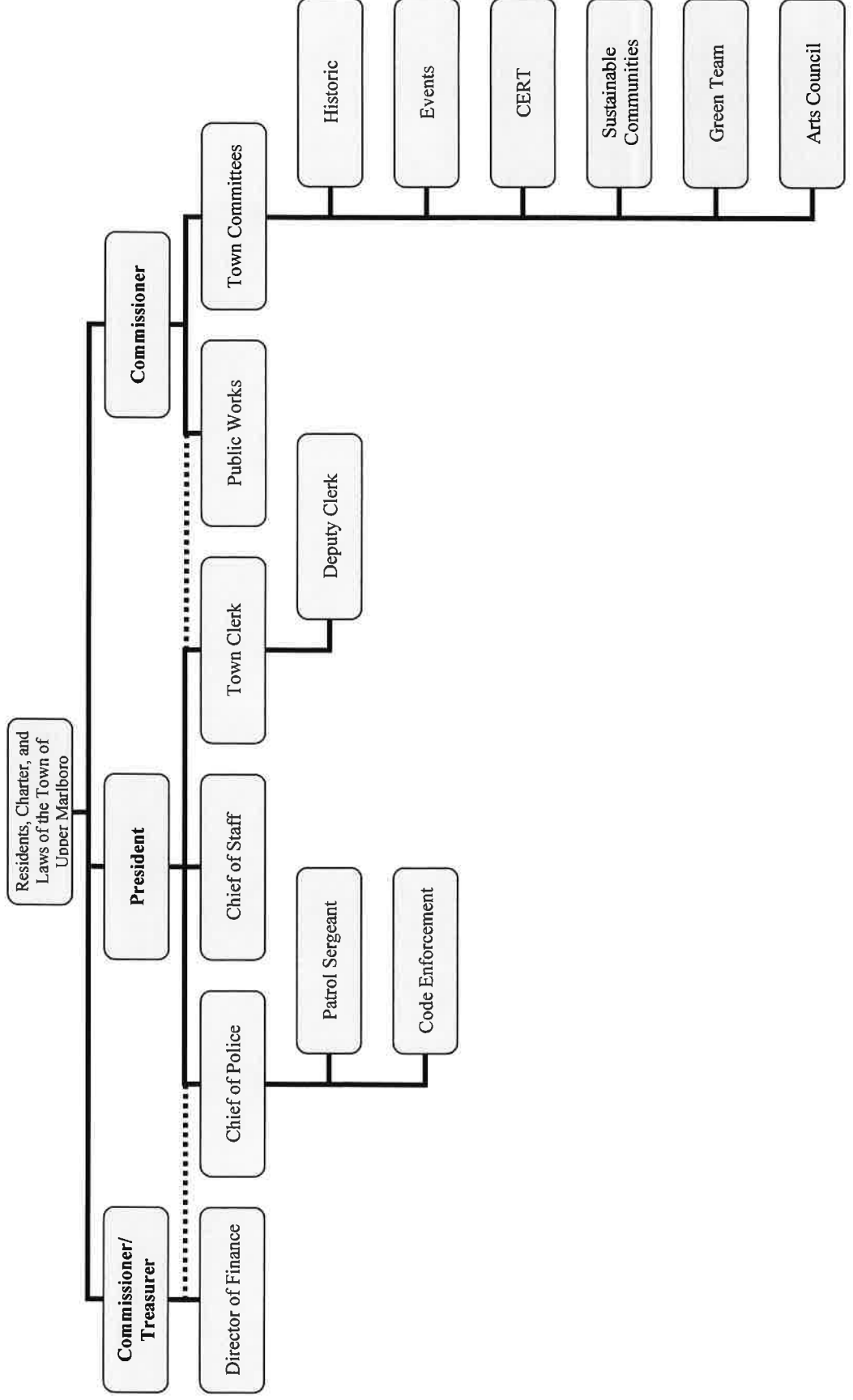
Kevin J. Best, Esq.

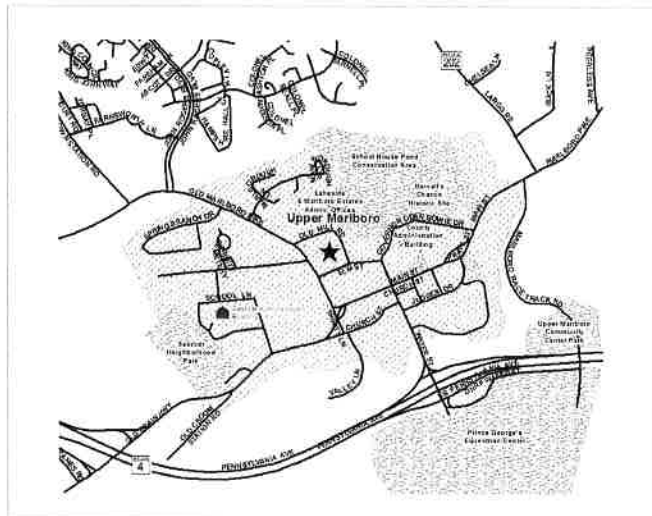
Date: _____



Town of Upper Marlboro

Organizational Chart





Description: This project is for the revitalization of downtown Upper Marlboro to include roadways, sidewalks, visitors' center, building facades and streetscape improvements.

Justification: These improvements are needed to attract new business to the downtown area.

Highlights: No significant highlights for this project.

Enabling Legislation: Not Applicable

Location		Status	
Address	Upper Marlboro Area, Upper Marlboro	Project Status	Design Not Begun
Council District	Nine	Class	Rehabilitation
Planning Area	Not Assigned	Land Status	No Land Involved

PROJECT MILESTONES

	Estimate	Actual
1 st Year in Capital Program		FY 2020
1 st Year in Capital Budget		FY 2020
Completed Design	TBD	
Began Construction	TBD	
Project Completion	TBD	

CUMULATIVE APPROPRIATION (000'S)

Life to Date	FY 2019 Estimate	FY 2020	Total
\$0	\$0	\$100	\$100

Project Summary

Category/Description	Total Project Cost	Life to Date Actual	FY 2019 Estimate	Total 6 Years	Budget Year FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond 6 Years
EXPENDITURE											
PLANS	\$100	\$—	\$—	\$100	\$100	\$—	\$—	\$—	\$—	\$—	\$—
LAND	—	—	—	—	—	—	—	—	—	—	—
CONSTR	—	—	—	—	—	—	—	—	—	—	—
EQUIP	—	—	—	—	—	—	—	—	—	—	—
OTHER	—	—	—	—	—	—	—	—	—	—	—
TOTAL	\$100	\$—	\$—	\$100	\$100	\$—	\$—	\$—	\$—	\$—	\$—
FUNDING											
GO BONDS	\$100	\$—	\$—	\$100	\$100	\$—	\$—	\$—	\$—	\$—	\$—
TOTAL	\$100	\$—	\$—	\$100	\$100	\$—	\$—	\$—	\$—	\$—	\$—
OPERATING IMPACT											
PERSONNEL	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—
OPERATING	—	—	—	—	—	—	—	—	—	—	—
DEBT	—	—	—	—	—	—	—	—	—	—	—
OTHER	—	—	—	—	—	—	—	—	—	—	—
TOTAL	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—

Project Budget**Town of Upper Marlboro
Main Street Streetscape Project**

Description: Prince George's County has included a \$100,000 line # 8.66.002 in the County DPW&T Capitol Budget. This funding is for the revitalization of downtown Upper Marlboro to include roadways, sidewalks, visitors' center, building facades and streetscape improvements.

Justification: These improvements are needed to attract new business to the downtown area.

Timeline: This funding must be spent by May 2020.

Proposed Grant Budget

Item	Description	Total
Street Refuse Containers	Purchase and installation of new outdoor trash & recycling containers.	\$20,000
Benches	Installation of decorative benches along Main Street	\$25,000
Planters & Plants	Installation of planters along the sidewalks. TO be replated seasonally by DPW	30,000
Concrete Repair	Repair section of concrete along Water Street to install bench and refuse containers	\$3,000
Historical Signage	Signs for a historical walking tour showcasing sites in our Downtown area.	\$10,000
Main St CAB/Court Crosswalk Safety Upgrade	Installation of amber LED warning lights to alert traffic to pedestrians crossing.	\$5,000
Utility Box Wraps	Wrap the two traffic light control boxes with scenic decals.	\$2,000
Misc Items	Purchase of new signs, poles, and other miscellaneous items	\$5,000
	Total	\$100,000

Old Line Bank Municipal Deposit Program

The Old Line Bank Promontory ICS Cash Sweep Municipal Deposit program ensures that municipalities receive a competitive rate of return on their investments while maintaining 100% FDIC coverage for deposits of up to \$100 Million. Highlights of the program include:

- Provides 100% FDIC Protection for up to \$100 Million in Deposits
- Rate
 - Indexed - Indexed to the Maryland Local Government Investment Pool (MLGIP) +5bps. **Example:** If the MLGIP is listed at 2.25% then your rate would be 2.30%. Rate will adjust twice each month on the first business day and then the on the 15th
- No Fees
- Easy Access to Funds
- Meets all State Guidelines for Municipal Deposits as defined by the Annotated Code of Maryland Article 95, § 22-O
- One Monthly Statement
 - Details All Transactions
 - Details All Deposits and the Bank(s) of Deposit
- Online Access to your Account

How It Works

The ICS Cash Sweep Program is easy to administer and Old Line Bank will guide you through the entire process.

- Funds are deposited to your account at Old Line Bank.
- Through the Promontory system, funds are moved and deposited to member banks in increments of up to \$250,000.
- You can view your account at any time by signing on to the promontory system and view the various deposits.
- Monthly statements provide full transaction and deposit details.
- Withdrawing of Funds
 - Email Old Line Bank by 12:30PM for same day funding.
 - Old Line submits the request to Promontory.
 - Funds are deposited to your Old Line account and can be disbursed.
 - Requests after 12:30PM will be deposited the following business day.
 - Six withdrawals per month from ICS Sweep Account.



OLD LINE BANK
Experience is Our Best Asset



Town of Upper Marlboro

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MEMORANDUM

To: Board of Town Commissioners
From: Kyle Snyder, Chief of Staff
Date: Thursday January 23rd, 2020
Re: Marlboro Day 2020 Date & Fee Setting

Dear Commissioners,

After a successful event last year, it is time for the Board to set the date and event fees by Resolution at the February Town Meeting so that staff can begin obtaining vendors, performers, and parade participants for Marlboro Day 2020. Below are staff recommendations for the Board to discuss:

Staff Recommended Date: Saturday May 16, 2020 & Rain Date Saturday May 23, 2020. Parade starts at 10am, with the festival & performances running from 11am until 3pm.

Recommended Fees:

- For Profit Vendors- \$50.00 per space
- Non-Profit- No Charge
- Government Agency- No Charge

The above fees would raise an estimate of \$3,500.00 to offset the cost of Marlboro Day.

Please let me know if you have any questions or concerns,

Kyle Snyder
Chief of Staff

The Town of Upper Marlboro

RESOLUTION: 2019-02
SESSION: Regular/Special Town Meeting
DATED: June 10, 2019

A RESOLUTION FOR THE ADOPTION OF NEW RULES OF ORDER AND REGULATIONS FOR PUBLIC MEETINGS OF THE BOARD OF COMMISSIONERS FOR THE TOWN OF UPPER MARLBORO.

WHEREAS, the Board of Commissioners for the Town of Upper Marlboro (the “Board”) must meet and follow the Open Meetings Requirements (Subtitle 3) of the Open Meetings Act (Title 3) found in the Maryland Annotated Code, General Provisions Article, and the Town Charter; and

WHEREAS, in addition to the entire Charter, the Board is also specifically governed pertaining to meetings by the Town Charter, Sections 82-6 (Meetings of Board), 82-7 (Board to be the Judge of Qualifications of it [its] Members), 82-8 (Quorum), and 82-9 (Procedure of Board); and

WHEREAS, pursuant to said Section 82-9 of the Charter, the Board shall determine its own rules of order of business, and further pursuant to Section 82-13 of the Charter, the President shall preside at all meetings of the Board in accordance with the accepted rules of parliamentary procedure, except that he may vote on any questions before the Board; and

WHEREAS, pursuant to Section 82-6 of the Charter, the residents of the Town shall have a reasonable opportunity to be heard at any regular meeting in regard to any municipal question; and

WHEREAS, pursuant to Section 82-3 of the Charter, all legislative powers of the Town shall be vested in a Board of Commissioners consisting of three Commissioners who shall be elected as thereafter provided and who shall hold office for a term of two years and until the succeeding Board takes office; and

WHEREAS, the Board intends to repeal and re-adopt its rules for the conduct of meetings as stated hereinbelow; and

WHEREAS, the Board of Commissioners further finds that the following rules of order for the conduct of meetings and regulations for public meetings regarding observation of or participation in said meetings should be adopted as stated herein below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Upper Marlboro hereby approves, adopts and authorizes the following rules of procedure for the conduct of meetings and regulations for public meetings:



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MEMORANDUM

To: Board of Town Commissioners

From: Kyle Snyder, Chief of Staff

Date: Thursday January 23rd, 2020

Re: Town Food Truck Ordinance

Dear Commissioners,

As you may be aware, the Prince George's County Council passed legislation that delegated Food Truck oversight and authority to the municipal governments. With springtime approaching, we are looking to revamp a routine food truck presence by having 1-2 trucks Downtown once per week in an approved location, the Town needs to have its own Ordinance & regulation in place. Prior to staff & the Town Attorney beginning to draft the legislation, staff wished to have Board input on what they would like to see in the Ordinance.

An Upper Marlboro Food Truck Ordinance would be the first in the County, and most likely become the model for other municipalities as they adopt their own. Below are some elements of what staff envision the Ordinance to include.

Elements of a Food Truck Ordinance to Include:

- Town Food Truck License (Annual and One-Day)
- On Street Parking (With additional Town Permission)
- Vending on Public & Private Parking property regulations
- Authority for the Town to designating dates and locations for permitting
- All Food Trucks must be licensed by the County (Health Dept, Fire Safety, County Business License)
- Special Events
- Violations/Penalties

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