

CARROLL COUNTY MARYLAND

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Department of Management

and Budget

Ted Zaleski, Director

RECEIVED JUL 18 2014

July 17, 2014

The Honorable James L. McCarron, Jr.
City of Taneytown
17 East Baltimore Street
Taneytown, Maryland 21787

Dear Mayor McCarron:

Enclosed is the Fiscal Year 2015 Town/County Agreement for the City of Taneytown. Please review, sign, witness, and return the Agreement to me at the above address. Upon receipt, I will have the Agreement executed by the County Commissioners and forward a copy to you.

Thank you for your cooperation in completing the annual Agreement, and should you have any questions, please do not hesitate to call my office.

Sincerely,


Ted Zaleski, Director

TZ/gd

c: Board of County Commissioners (w/o enclosure)
Mr. Timothy C. Burke, County Attorney (w/o enclosure)

TANEYTOWN CITY/COUNTY AGREEMENT

(For Fiscal Year 2014-2015 pertaining to sharing of funds and participation in planning and other governmental functions between Taneytown and the County Commissioners of Carroll County.)

This City/County Agreement made this ____ day of _____, 2014, between the Mayor and Council of Taneytown and hereinafter referred to as "Taneytown" and the County Commissioners of Carroll County hereinafter referred to as "County".

WHEREAS, it is the intent that Taneytown and the County coordinate its planning and governmental functions in the interest of the citizens of Taneytown, Carroll County, and

WHEREAS, it is desirable that an equitable assignment of funds received by both parties be made in the interest of providing services to all citizens in the most efficient and effective manner.

NOW, THEREFORE, considering their joint and separate public responsibilities, Taneytown and the County do hereby establish and provide the following separate and joint actions:

SUBDIVISION, MASTER PLANS, ANNEXATION
(Joint Review Responsibilities)

CITY OF TANEYTOWN

Copies of requests for subdivisions or site development of land, amendments to Master Plans, site plans, rezoning petitions, or petitions or plans for annexations, will be forwarded to the County for its information and comments. In the case of subdivision, copies of any required sketch plans may be forwarded to the County for review and comment but, in any event, a copy of the preliminary subdivision plan or any revised preliminary plan which has been received after approval of sketch plans shall be sent to the County within 45 days of its receipt. Upon final approval of a plan, a copy of that plan, record plat mylars, and paper prints or mylars of approved site plans shall be forwarded to the County for its records. Master Plans or revisions thereto shall be forwarded to the County following its initial review by the City, but in no event later than 45 days prior to any scheduled public hearing. Annexation petitions shall be furnished the County at least 60 days before the public hearing regarding the annexation petition.

COUNTY

Upon receipt of requests for subdivision or site development within one (1) mile of the corporate limits of Taneytown, copies of the proposed preliminary plan will be forwarded within 30 days of its receipt to the City for review and comment. On any new Master Plan or revision of Master Plan affecting any areas within one (1) mile of the City corporate limits, copies will be forwarded to the City at least 45 days prior to the hearing thereon. Copies of any rezoning petition for property adjacent to the City corporate limits and notices of any hearing on the petition shall be furnished the City at least 45 days prior to such hearing at which time the City shall be given the opportunity to present any comments.

REVIEW PROCESS

1. Taneytown and the County shall give each an official written notice of any meeting or hearing in which a preliminary subdivision plan or site plan is to be reviewed, or a Master Plan, annexation petition, or petition for rezoning is to be considered which is within the scope indicated herein.
2. At such meeting, Taneytown or the County shall be afforded the right to present its written comments as a first item of business.
3. Any comments received by Taneytown or the County shall be given due consideration in its final deliberations. Any decision pertaining to preliminary subdivision approval, annexation, or a master plan which may be contrary to comments or recommendations made by Taneytown or the County shall be considered tentative and shall include any reasons for actions taken.
4. All decisions shall be in writing and copies shall be forwarded within 30 days to Taneytown and the County of subdivision, site plan, Master Plans, zoning petitions, or annexation approval or disapproval.

APPEAL PROCESS

When Taneytown or the County shall have made a tentative decision which is not in accordance with the desire of the other, an opportunity shall be afforded for an official joint meeting to further discuss the concerns or recommendations previously made. The concerns or recommendations shall be documented in writing and evidence of any detrimental short or long term findings shall be a part of the written document. At such time as the evidence has been reviewed jointly by both parties, a decision shall be made by the jurisdiction which has the prime responsibility for approving the applications. The decision may be in the form of an approval, disapproval, or approval with conditions.

SERVICES AVAILABLE

Pursuant to separate memoranda of understanding, the County will make available Animal Control services, Planning services, Zoning services, Building Permits and Inspections services, and Data Processing services for Tax and Utility Billing at the level as currently exists in unincorporated areas of the County without charge.

Prior to County providing any of the above services, the Towns/Cities will have adopted, where required, an Ordinance or provisions similar to or the same as the County Ordinance which govern the service and City and County Attorneys shall review it prior to the City and County authorizing the service to be performed by the County under provisions of the City Ordinance.

County shall collect building permit fees for all building permits issued within the Taneytown City limits and on a quarterly basis shall remit to the City of Taneytown ten percent (10%) of all fees collected, less ten percent (10%) of all refunds of building permit fees for building permits previously issued within the Taneytown City limits.

FUNDING GRANTS AVAILABLE TO TANEYTOWN

The County, upon the execution of this agreement, shall cause payment to the City of Taneytown from its budget for Fiscal Year 2014-2015, a grant in the amount of \$393,918.00. Such grant in each case shall be payable within 60 days following July 1, 2014 and shall be in addition to such other funds which shall be legally due from the County or from the County acting as an agent for other State or Federal funds.

ROAD FUNDS

The payment to be made to City by County, in lieu of State Roads Aid Program, pursuant to Carroll County Resolution No. 313-95, for FY 2014-2015, shall be \$4,720.00. City agrees to accept these funds in lieu of distribution of the funds that would accrue under the STATE AID PROGRAM IN LIEU OF FEDERAL AID, SECONDARY.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

The City and County are signatories to a Memorandum of Understanding (MOU) pertaining to NPDES State and Federal regulations, wherein the County agreed to provide extensive support services to the City to assist the Towns/Cities in complying with these regulations. As consideration for County's provision of these support services, City agreed in the MOU to pay to County the sum of \$5,803.00. It is understood and agreed that this sum of \$5,803.00 shall be deducted from City's share of funds due under the terms of this City/County Agreement.

COLLECTION OF TAXES

1. At no cost to City, County agrees to collect all City taxes, penalties and interest due and owing from City residents. The applicable penalty and interest rate is set forth in the attached schedule.
2. County shall forward to City all monies owed to City from tax collections, penalties and interest by the tenth (10th) day of the month following collection during the eleven months of August through June. It is understood and agreed by the parties that no interest shall be paid by County to City so long as said monies are forwarded to City by the tenth (10th) day of the following month.
3. The parties agree that in July, County shall send the amount of all taxes, penalties and interest posted, rather than collected, by the tenth (10th) day of August. County shall provide its best estimate of the amount of taxes, penalties and interest collected in July, but not posted, and County shall pay to City interest on these accounts at the County's average investment rate for that month.
4. County shall prepare and submit to City a written monthly report delineating the amounts collected.
5. It is understood and agreed that the City may continue to offer tax discounts to its citizens.
6. City agrees to hold County harmless for any and all claims for damages resulting from County's collection of taxes, penalties and interest for City.
7. City shall provide to County a certificate delineating all taxes, charges, fees, penalties and interest properly due to City before County will certify any property transfers made within the limits of City.

PROCEDURES

Included as a part of this agreement are procedures to be generally followed in conforming to the requirements set forth herein. The procedures are general and may be modified from time to time upon the mutual understanding of two parties.

This agreement shall become effective upon its adoption by Taneytown and the County and shall terminate on June 30, 2015.

Witness

For Mayor and Council of Taneytown

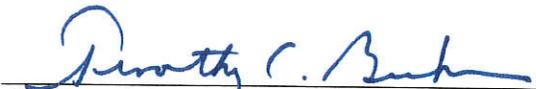
COUNTY COMMISSIONERS OF
CARROLL COUNTY

Shawn D. Reese, Clerk

David H. Roush
President

Richard S. Rothschild
Vice President

Robin B. Frazier
Secretary



Approved for Legal Sufficiency
Timothy C. Burke, County Attorney

FY 15 Collection of Town Taxes

Municipality	Tax Rate	Discount	Penalty and Interest
Hampstead	0.20	0%	2%
Manchester	0.216	0%	1-1/6%
Mount Airy	0.1695	2%	1-1/6%
New Windsor	0.2115	0%	1-1/6%
Sykesville	0.35	2%	1-1/2%
Taneytown	0.37	0%	2%
Union Bridge	0.30	0%	1-1/6%
Westminster	0.56	0%	1-1/6%

**City of T .eytown
Town / County
Agreement**

Per July 17, 2014

Agreement

GL Account	FY10	FY11	FY12	FY13	FY14	FY15
Funding Grants Available to Taneytown	370,668.00	419,625.00	412,489.00	352,608.00	383,234.00	393,918.00
National Pollution Discharge Elimination System (NPDES)	(7,233.00)	(7,233.00)	(7,233.00)	(6,023.00)	(5,606.00)	(5,803.00)
Road Funds	4,763.00	4,757.00	4,728.00	4,728.00	4,705.00	4,720.00
Bank Share Tax	1,282.00	1,282.00				
Total Net	369,480.00	418,431.00	409,984.00	351,313.00	382,333.00	392,835.00

Funds to be received 60 days
following July 1st