

Agenda of the Legislative Meeting of the Mayor and City Council City of Mount Rainier

**Tuesday, May 5, 2020
7:00 PM, Virtual Meeting**

Action Taken

1. Call to Order / Pledge of Allegiance _____

2. Review of the Agenda

The Mayor and Council review the agenda for the meeting adding or deleting topics of interest or discussion.

3. Mayor and Councilmember Event Announcements

4. Vice Mayor Bryan Knedler Reads Closed Session Summary From April 18, 2020

5. Public Comment

Please see page 4 of agenda, where the rules for Public Comment are listed. If you wish to speak, please advise during the virtual meeting.

OLD BUSINESS

6. Discussion of Fiscal Year 2021 Proposed Budget & First Reading Into The Record Of Ordinance 04-2020: Adopting Fiscal Year 2021 Budget

Mayor & City Council will continue discussion of the Proposed Fiscal Year 2021 Budget & conduct a first reading of Ordinance 04-2020: Adopting Fiscal Year 2021 Budget.

7. MOU Spring Park / Peace Park

Mayor & City Council will discuss and vote on the memorandum of understanding (MOU) between Little Friends of Peace & City of Mount Rainier regarding Spring Park / Peace Park (33rd & Shephard Street).

(Vote)_____

8. Youth Scholarship Timeline

Mayor & City Council will vote to change the timeline for Youth Scholarship applications due to COVID-19.

(Vote)_____

9. Resolution 08-2020: Amending Credit Card Policy

Mayor & City Council will discuss and vote on Resolution 08-2020: Amending Credit Card Policy for the City of Mount Rainier.

(Vote)_____

10. Mount Rainier Art Commission Mural Project

Mayor & City Council will discuss and vote on the Mount Rainier Arts Commission mural project. (Final design)

(Vote)_____

11. Adoption of Minutes from Previous Meetings

April 7, 2020 Legislative Meeting

April 18, 2020 Public Session – Sun Trust Bank

April 18, 2020 Public Hearing – Fiscal Year 2021 Budget

(Vote)_____

NEW BUSINESS

12. Cooperation Agreement Regarding Community Development Block Grant (CDBG) Urban County Qualifications – Federal FY 2021

Mayor & City Council will vote on the Cooperation Agreement regarding Community Development Block Grant (CDBG) Urban County.

Qualification – Federal FY 2021.

(Vote)_____

13. Appointment of Youth Scholarship Committee Members

Mayor and City Council will vote on Resolution 09-2020: Appointing New Members To The Youth Scholarship Selection Committee.

(Vote)_____

14. Mayor, Council & City Manager Reports

Mayor, City Council & City Manager will provide reports.

15. Proposal To Go Into Closed Session

According to the Annotated Code of Maryland, the Mayor and City Council of the City of Mount Rainier Maryland have the statutory authority to close a session under general provisions article 3-305b for the reasons of subsection seven (7)___ “To consult with counsel to obtain legal advice.

The Mayor and City Council propose to go into closed session on Tuesday, May 5, 2020 following the Legislative Meeting of Mayor & City Council to consult with counsel to obtain legal advice.

Rules for Public Comment

The Mayor and City Council invite and welcome comments at public meetings. The Mayor or presiding officer will recognize you. Please introduce yourself (spelling your last name, for recording purposes) and give the name of your street and block number (e.g., 4300 block of 34th St.). Public Comment has a time limit of 3 minutes per speaker, unless otherwise agreed upon by Mayor and Council.

While speaking, please maintain a courteous tone and avoid personal attacks. If you wish to lodge a complaint about the performance or conduct of any City employee, please bring your concern to the attention of the City Manager, who will look into the matter and respond to you.

As a courtesy to other residents and businesses, the Council requests that speakers not use specific addresses or names of individuals when describing a situation or making a complaint. Noting the block is preferred over a specific address.

Code Compliance and public safety issues should first be brought to the attention of the appropriate department and/or one of your Councilmembers.

Please Note:

Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the chair will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session.

CLOSED SESSION SUMMARY SHEET TO BE READ INTO RECORD

Date: April 18, 2020

Time: 5:05PM

Location: Teleconference Format

Open Meeting started at 5:05 PM. Quorum present with Mayor, City Council and City Attorney present.

Bryan made the motion to go into closed session and read the appropriate statutory section for personnel issues. Luke seconded the motion.

Closed Under Annotated Code: 3-305 b 1 & 3: (1) "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals".

Those Who Voted To Go Into Closed Session: Mayor Malinda Miles, Councilmember Bryan Knedler, Councilmember Scott Cecil, Councilmember Celina Benitez & Councilmember Luke Chesek

Unanimous Of Elected Officials In Attendance: 4-0-0

Those In Attendance: Mayor Malinda Miles, Councilmember Bryan Knedler, Councilmember Scott Cecil, Councilmember Celina Benitez, Councilmember Luke Chesek & City Attorney Elissa Levin.

Actions Taken: No Votes Were Taken

Topics Discussed: Mayor & City Council received advice from City Attorney, Elissa Levan about two personnel issues.

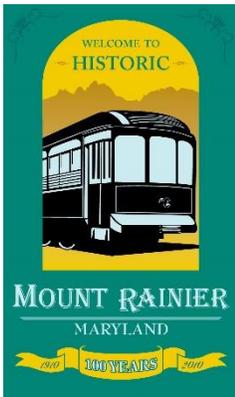
Relevant Notes: Consensus was to allow the City Attorney, Elissa Levan to continue investigating one matter, and to wait for her advice on how to move forward.

The motion to leave the closed session was made by Councilmember Celina Benitez and seconded by Councilmember Scott Cecil. Vote 4-0-0.

Councilmember Luke Chesek made the motion to end the open session and seconded by Councilmember Celina Benitez. Vote 4-0-0.

Proceedings ended

Signature: _____



Introduced and Read: May 5, 2019
Second Reading:
Third Reading & Adoption:

**CITY OF MOUNT RAINIER
ORDINANCE 04 - 2020**

Drafted by: City Manager and City Treasurer
Introduced by: Interim City Manager Latasha C. Gatling
An Ordinance Establishing the Tax Rate,
Adopting an Annual Budget, and Appropriating Funds
for Fiscal Year 2021, Beginning July 1, 2020 and ending June 30, 2021.

WHEREAS, in accordance with Section 6-303 of the Tax-Property Article of the Annotated Code of Maryland, by July 15 of each year, the Council of the City of Mount Rainier shall set the tax rate for the next fiscal year on all assessments of property subject to municipal corporation property tax; and

WHEREAS, a public hearing must be held prior to the establishment of the municipal corporation tax rate if the new tax rate will exceed the constant yield tax rate as calculated by the State of Maryland Department of Assessments and Taxation; and

WHEREAS, the proposed tax rate for Fiscal Year 2021 will exceed the constant yield tax rate of \$0.7812 per \$100 of assessed valuation; and

WHEREAS, pursuant to City of Mount Rainier Charter Section 702.A, the City Manager submitted a recommended budget for Fiscal Year 2021 to the Council for its review and consideration; and

WHEREAS, the budget provides a complete financial plan for Fiscal Year 2021 and contains estimates of anticipated revenues and proposed expenditures for the upcoming fiscal year; and

WHEREAS, the City of Mount Rainier Charter Section 702.B. requires the Council to conduct a public hearing on the proposed budget prior to adoption of the budget; and

WHEREAS, after giving public notice, the Council held a public hearing on the constant yield tax rate and to receive comments on the proposed Fiscal Year 2021 budget and tax rates on April 18, 2020 and

WHEREAS, after considering the recommended Fiscal Year 2021 budget submitted by the City Manager and the comments that were made at the public hearing on the budget and tax rate, the Council adopts the budget and tax rates as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER, MARYLAND, THIS 4TH DAY OF JUNE, 2019, AS FOLLOWS:

SECTION 1. Tax Rate - Real Property.

The tax rate for all single-family residential real property subject to taxation by the City of Mount Rainier shall be \$0.81 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

The tax rate for all townhouse residential real property subject to taxation by the City of Mount Rainier shall be \$0.81 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

The tax rate for all multi-family residential real property subject to taxation by the City of Mount Rainier shall be \$0.86 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

The tax rate for all commercial real property subject to taxation by the City of Mount Rainier shall be \$0.81 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

The tax rate for all industrial real property subject to taxation by the City of Mount Rainier shall be \$0.81 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

The tax rate for all vacant developed real property subject to taxation by the City of Mount Rainier shall be \$2.50 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

SECTION 2. Tax Rate - Business Personal Property.

The tax rate for all business personal property subject to taxation by the City of Mount Rainier shall be \$0.99 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

SECTION 3. Tax Rate - Operating Property of Railroads and Public Utilities.

The tax rate for all operating property of railroads and public utilities subject to taxation by the City of Mount Rainier shall be \$2.75 per \$100.00 of assessed valuation for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

SECTION 4. GENERAL FUND - REVENUES

The following amounts shall be adopted and appropriated as the general fund budget for all revenue for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

TAX REVENUE	\$5,244,000
LICENSES & PERMITS	\$726,180
INTERGOVERNMENTAL REVENUE	\$378,255
CHARGES FOR SERVICES	\$38,500
FINES & FOREFEITURES MISCELLANEOUS	\$245,000
MISCELLANEOUS REVENUE	\$108,720
TOTAL BUDGETED REVENUE	\$6,740,655

SECTION 5. GENERAL FUND - EXPENDITURE CATEGORIES

The following amounts shall be adopted and appropriated as the general fund budget for all expenditure categories for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

WAGES & LEAVE PAY	\$3,043,306
EMPLOYEE BENEFITS & SERVICES	\$1,211,727
MATERIALS & SUPPLIES	\$253,500
REPAIRS & MAINTENANCE	\$89,000
PROFESSIONAL SERVICES	\$568,600
OTHER SERVICES & CHARGES	\$561,514
INFRASTRUCTURE & FACILITY MAINTENANCE	\$330,500
CAPITAL OUTLAY	\$398,000
DEBT SERVICES	\$284,508
TOTAL BUDGETED EXPENDITURES	\$6,740,655

SECTION 6. GENERAL FUND-EXPENDITURE CATEGORIES BY DEPARTMENT.

The following amounts shall be adopted and appropriated as the general fund budget for all expenditure categories by department for Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021.

CITY GOVERNANCE	\$134,100
CITY HALL	\$1,095,319
DEPARTMENT OF ADMINISTRATIVE SERVICES	\$542,494
DEPARTMENT OF PUBLIC SAFETY (POLICE)	\$2,414,299
DEPARTMENT OF INFRASTRUCTURE	\$1,721,326
DEPARTMENT OF CODE COMPLIANCE	\$307,162
DEPARTMENT OF ECONOMIC DEVELOPMENT	\$191,447
DEBT SERVICES	\$284,508
CONTINGENCY	\$50,000
TOTAL BUDGETED DEPARTMENT EXPENDITURES	\$6,740,655

TOTAL FULL TIME EQUIVALENT EMPLOYEES (FTE'S) FOR EACH DEPARTMENT ARE AS FOLLOWS:

	Budget FY 19	Budget FY 20	Budget FY 21
GENERAL GOVERNMENT	3	5	6
ADMINISTRATIVE SERVICES	2	4	4.5
ECONOMIC DEVELOPMENT	1	1	1
PUBLIC SAFETY (POLICE)	21.625	18.625	20.625
CODE ENFORCEMENT	3,625	5	3
PUBLIC WORKS	10	11	11
TOTAL BUDGETED FTEs	41.25	44.625	46.125

THIS ORDINANCE IS ADOPTED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER THIS 2nd DAY OF JUNE 2020, AND IS EFFECTIVE ON JULY 1, 2020.

Attest:

Latasha C. Gatling, City Manager

Malinda Miles, Mayor

Celina Benitez, Councilmember Ward 1

Luke Chesek, Councilmember Ward 1

Scott Cecil, Councilmember Ward 2

Bryan Knedler, Councilmember Ward 2

GRANT AGREEMENT
BETWEEN
THE CITY OF MOUNT RAINIER, MARYLAND
AND
LITTLE FRIENDS FOR PEACE

This Grant Agreement is made this _____ day of _____, 2020, by and between the City of Mount Rainier (“the City”), a Maryland municipal corporation and body politic, and Little Friends for Peace (“the Grantee”), a Maryland non-profit corporation, located at 4405 29th Street, Mount Rainier, Maryland 20712.

Whereas, the Grantee proposes to complete a project known as the Peace Park of Mount Rainier (“the Project”); and

Whereas, the Grantee has procured grant funding from the Redevelopment Authority of Prince George’s County (“Redevelopment Authority”) in the amount of \$50,000; and

Whereas, the City has agreed to provide a matching grant to the Grantee in an amount up to Forty Thousand Dollars (\$40,000.00) (“the City Grant”); and

Whereas, the City and the Grantee wish to set forth the terms and conditions upon which the City Grant funds will be paid by the City to the Grantee.

Now therefore, in consideration of the mutual promises and conditions set forth herein, the City and the Grantee agree as follows:

I. Grant Agreement Documents

This Grant Agreement between the parties includes the following documents:

- Exhibit A – Project Scope
- Exhibit B - Project Budget
- Exhibit C – Project Schedule
- Exhibit D – Certificates of Insurance

II. The Project

The Project will comprise a labyrinth and path, the restoration and reactivation of a historic well, and the installation of lighting, seating and signage, as more specifically set forth in Exhibits A and B hereto. The Project is to be completed within a period of one (1) year from the date of the grantee’s receipt of City Grant funds. The City may, in its sole discretion, extend the term of the Grant for good cause upon a written request from the Grantee submitted at least forty-five (45) days prior to the expiration of the initial grant term.

III. The City Grant

- A. The City will reimburse the Grantee for expenditures it incurs in connection with the

Project in accordance with the Project Scope and Project Budget on a dollar-for-dollar matching basis up to the total grant amount of Forty Thousand Dollars (\$40,000.00). Funds will be disbursed no more frequently than once per month, within 30 days following receipt by the City of an invoice for costs incurred prior to the invoice date and supporting documentation acceptable to City, including receipts and documentation that the Grantee has expended equivalent amounts of its own funds prior to incurring the expense or expenses for which it seeks reimbursement. (The Grantee may count expenditures of grant funds from other sources towards this match requirement).

B. Notwithstanding anything in this Agreement to the contrary, of the total City Grant funds, an amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00) shall be paid by the City to the University of Maryland for the benefit of Department of Plant Science and Landscape Services (“the Department”) in accordance with the terms of an Agreement between the City and the Department dated _____, 2020.

IV. General Conditions

A. The Grantee shall submit detailed status reports to the City at least monthly beginning on the date of the first disbursement of grant funds and continuing through the final completion of the Project. The status report shall include, at a minimum:

1. the amount of the Project completed
2. a schedule of remaining tasks with anticipated completion dates
3. an explanation of any tasks not completed on a timely basis based on previous reports
4. a proposal for timely completion of the Project, if any tasks have not been timely completed
5. a running account of Project funds (from all sources) expended and remaining

B. The Grantee shall maintain program records and all pertinent information required by the City for a minimum period of five (5) calendar years subsequent to the expiration of this Agreement and shall make them available for inspection and copying by the City within three days of a written request from the City. The Grantee shall adhere to the generally accepted accounting principles (“GAAP”) and maintain books, records, documents and other evidence that sufficiently and properly reflects all direct and indirect costs of any nature expended in connection with the Project. The Grantee shall make available such books, records, documents, and other evidentiary records for inspections, review or audits by the City within five (5) business days. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five (5) year period, the records and documents shall be maintained by the Grantee until completion of such action and resolution of all issues.

C. If the Project is not satisfactorily and timely prosecuted to completion for any reason other than the fault of the City, the Grantee shall be obligated, within 45 days of a demand from the City, to return all funds paid by the City to the Grantee or on its behalf or in connection with the Project for the benefit of the Grantee. Satisfactory prosecution and completion of the Project in accordance with this Agreement shall be determined by the City’s designated Project monitor.

D. The Grantee shall keep comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to laws, ordinances, and regulations relating to anti-lobbying, anti-bribery and non-collusion, drug- and alcohol-free workplace, non-discrimination, equal pay and other civil rights laws and regulations.

E. The City may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data and documents delivered under this Agreement except where such use may contravene federal, state and/or county laws regarding confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such markings, except where prohibited by law.

F. The Grantee hereby grants the City a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of, and to authorize others to do, all data and materials now or hereafter covered by copyright and/or provided to the City in connection with the Project. All published materials (written, visual, or audio) prepared in connection with the Project shall carry a footnote acknowledging assistance received under this Agreement. In addition, a copy of all publications must be furnished to the City.

G. The Grantee shall submit to the City a completed audit report for any grants by the end of the quarter following the end of the Grantee's fiscal year. The Grantee shall retain independent auditor services in accordance with any auditing requirements set forth by OMB Circular No. A-133, if applicable. If any unauthorized expenditures, unallowable expenditures or irregularities are discovered upon examination of audit records and documents pertinent to the Project in accordance with this Agreement, the Grantee shall be responsible for such expenditures and shall reimburse the City for misspent or unauthorized funds.

H. This Agreement is contingent upon the annual appropriation of funds by the City Council for the purpose of the Project. The City must approve, in writing, any request by the Grantee to modify, amend or otherwise change the scope of services, fiscal and programmatic requirements, the term of performance or any other provision of this Agreement.

V. Grantee's Representations and Warranties

Grantee hereby represents and warrants the following:

A. Grantee has the financial ability to complete the Scope of Work prior to seeking reimbursement of grant funds from the City.

B. The individual executing and delivering this Agreement on behalf of Grantee is authorized to do so and to legally bind the Grantee to the terms and conditions of this Agreement.

C. All information the Grantee has provided or will provide to the City is true and correct and can be relied upon by the City for the enforcement terms and conditions of this Agreement. Any false or misleading information is a basis for the City to terminate this Agreement for cause

and to pursue any other appropriate remedy.

D. No officer, director, employee, or person responsible for the governance or management of the Grantee will financially benefit from the Project.

E. The Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

I. Insurance

The Grantee covenants to maintain the insurance coverages set forth herein for the full term of the Contract. The Grantee further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Grantee's policy or policies of insurance. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Grantee of any of the responsibilities or obligations assumed by the Grantee in the contract awarded, or for which the Grantee may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Grantee shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Grantee is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., § 9-206, the Grantee shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission together with proof of filing. If the Grantee has no covered employees, the Grantee shall submit a statement attesting to that fact under the penalties of perjury.

B. **Comprehensive General Liability Insurance:** The Grantee shall provide general liability insurance, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each

accident;

2. Property damage liability with a limit of \$100,000 each accident.

V. Termination

A. If the City fails to appropriate funds in any subsequent fiscal year, this Agreement shall be terminated. The Grantee shall not be entitled to recover damages for said termination and it shall be entitled only to payment of invoices pending on June 30 of the preceding year.

B. The City may terminate this Agreement for cause, including but not limited to, the following:

1. Improper and/or ineffective use of project funds
2. Refusal and/or failure to comply with the terms and conditions of this Agreement and/or
3. Submission to the City of reports that are incorrect and/or incomplete in any material respect.
4. Failure to comply with any applicable city, county, state and/or federal laws, ordinances, rules, or regulations.
5. Failure to fulfill the Grantee's obligations under this Agreement properly and on time, or other violation of any provision of this Agreement.

VI. No Additional Compensation.

Except as may be specifically agreed upon by the parties in writing, the Grantee shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Project beyond the Grant Amount set forth in Section II hereof. The City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Grantee in connection with the Project, including, but not limited to, the cost of any insurance or license fees.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Grantee is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever owed to any governmental entity on its own behalf or that of its agents, employees or contractors.

VII. Assignment of Agreement

The Grantee shall not assign, transfer or otherwise dispose of its obligations hereunder to any other person, firm, or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Grantee from its obligations, or change the terms of this Agreement.

VIII. Indemnification

The Grantee shall indemnify the City and hold it harmless, together with its agents, officials and employees, from any liability, claims, losses, expenses, or costs arising from or out of the acts, failures to act, or negligence of the Grantee, its agents and employees, in connection with or arising out of performance of this Agreement including but not limited to personal injury and property damage. The Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Grantee shall at its own expense, satisfy and discharge same. The Grantee agrees that any performance bond or any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the Grantee's responsibility to indemnify, keep and save harmless and defend the county as herein provided. The City does not waive any right or defense, or forebear any action, in connection herewith.

IX. Governing Law and Jurisdiction

This Grant Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland in and for Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit to the courts of any other jurisdiction.

XII. Maryland Public Information Act

This Agreement is subject to the Maryland Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland.

XIII. Defaults and Remedies

A. A default shall occur upon any of the following events:

1. The failure or inability of the Grantee to perform any of the terms, conditions of this Agreement, which has not been cured within thirty (30) days after written notice to the City;
2. The expenditure of City Grant funds for any use other than as set forth in the Scope of Work, or in any unauthorized manner;
3. The submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect;
4. a breach by the Grantee of the representations and warranties set forth herein.
5. a breach by the Grantee of any provision of a Grant Agreement between the Grantee and the Prince George's County Redevelopment Authority dated _____.

B. Upon the occurrence of any default that is not timely cured in accordance with the terms of a demand from the City, the City shall have the right to terminate this Agreement by written notice to the Grantee.

C. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant

funds upon the completion of the Project or termination of this Agreement.

D. The City shall have the right to demand repayment of grant funds from the Grantee of any amounts the City, in its sole discretion, determines were not expended in accordance with this Agreement.

E. In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all legal rights available to the City in law or equity, or by any other appropriate proceeding, all of which rights and remedies shall survive the termination of this Agreement and shall not be mutually exclusive.

F. If the City brings any legal action or proceeding to enforce the terms and conditions of this Agreement, the City shall be entitled to payment of costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, as of the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: THE CITY OF MOUNT RAINIER, MARYLAND

John Hoatson, City Clerk

By: _____
Latasha Gatling, Acting City Manager

WITNESS: LITTLE FRIENDS OF PEACE

By: _____
Mary J.Park, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Elissa D. Levan, City Attorney

Revised Youth Scholarship Process
Due To COVID-19

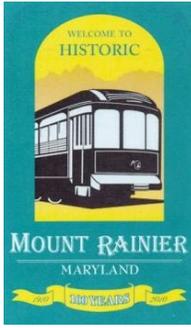
Application will be accepted by email, mail or by appointment due to City Clerk by May 15, 2020 5:00 PM.

1. Turn in application online or by emailing City Clerk cityclerk@mountrainiermd.org
2. Turn in letters of recommendation on letterhead from school official to City Clerk at cityclerk@mountrainiermd.org or mailed to 1 Municipal Place Mount Rainier, Maryland 20712.
3. Unofficial transcripts can be sent via email to City Clerk at cityclerk@mountrainiermd.org or mailed to 1 Municipal Place Mount Rainier, Maryland 20712 as part of the application package.

Once Received By City Clerk:

1. City Clerk will receive and scan all applications.
2. City Clerk will email the applications with a secure code to committee members so they can read them at home.
3. The selection committee will set up a virtual call or zoom meeting to discuss the application.
4. City Clerk will set up interviews with selected applicants.
5. Interviews will be conducted via virtual call or zoom meeting.

This process will reduce the face to face contact and use of paper during this process.



Introduced: May 5, 2020
Adopted: May 5, 2020

**CITY OF MOUNT RAINIER, MARYLAND
RESOLUTION 08-2020:**

Amending Resolution 05-2017 Authorizing a Written Policy Governing the Control and Use of City Credit Cards

WHEREAS, the use of credit cards is a convenient and sometimes necessary method of payment for the procurement of goods and services for the operation of the City government; and

WHEREAS, a thorough written policy establishing rules for the use of credit cards by City employees and the oversight of credit card use will reduce the risk of improper use of City credit cards.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER, MARYLAND, THAT

The City Manager with the approval of the Mayor and Council, effective immediately, is hereby authorized to promulgate the attached Written Policy Governing Purchases and the Control and Use of Credit Cards.

THIS RESOLUTION IS ADOPTED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER THIS 5th DAY OF MAY, 2020.

Attest:

Latasha C. Gatling, City Manager

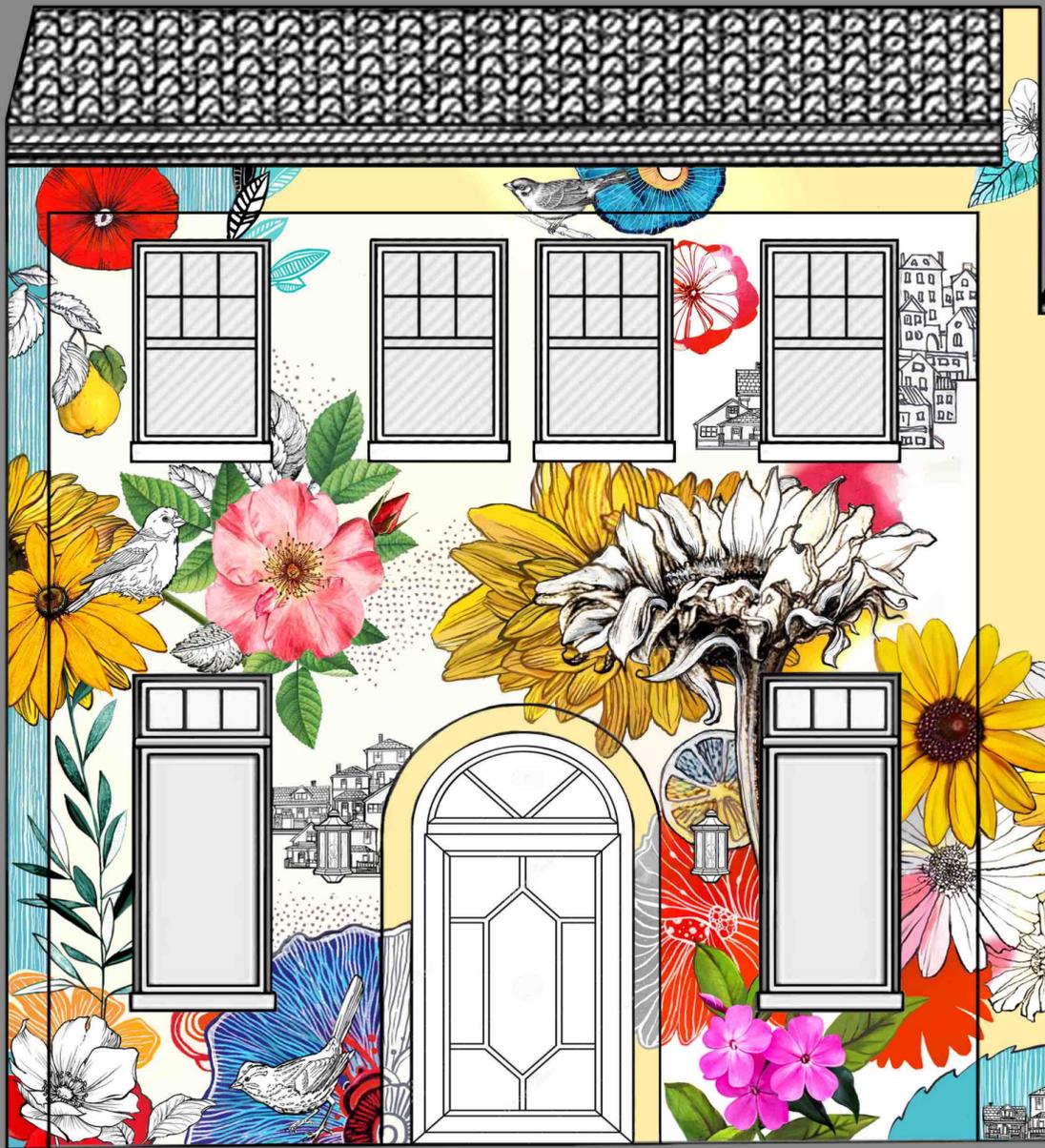
Malinda Miles, Mayor

Celina Benitez, Councilmember Ward 1

Luke Cheseck, Councilmember Ward 1

Scott Cecil, Councilmember Ward 2

Bryan Knedler, Councilmember Ward 2





Design 1



Design 2



Design 3



Design 4



Mark Rengel

to Bryon, me ▾

May 3, 2020, 10:13 PM (17 hours ago)



Joe,

Thank you for sending Yulia's latest revision of the mural. I am extremely impressed that she has been able to synthesize the various comments and creatively incorporate them into her work. She has clearly made a significant effort to be responsive with her proposed designs and I very much appreciate her openness to change. The end result is a mural design that is aesthetically pleasing and one that is responsive and sensitive to the underlying architecture. Overall, it is a very successful artistic endeavor.

On behalf of the Menkiti Group, we wholeheartedly approve of this latest version of the mural. As I have stated in the past, we are very excited to witness the transformative impact this mural will have on the City of Mount Rainier and the surrounding area. Stay safe and be well.

Mark

MARK T. RENGEL, AIA, LEED AP

VP, Development

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Official Minutes of the City of Mount Rainier
MAYOR AND CITY COUNCIL PUBLIC HEARING / LEGISLATIVE MEETING
DATE: April 7, 2020
ZOOM MEETING

Call to Order

7:00 PM, ZOOM MEETING

Presiding Officer

Mayor Malinda Miles

Officials Present

Councilmember Celina Benitez
Councilmember Scott Cecil
Councilmember Luke Chesek
Councilmember Bryan Knedler

Staff Present

Interim City Manager Latasha C. Gatling
City Clerk John Hoatson

Minutes provided by:

City Clerk

Call to order was made by Mayor Malinda Miles at 7:00 PM.

Mayor Miles read the agenda into the record.

Motion to Add a Closed Session to discuss personnel matters: Mayor Malinda Miles

Move: Councilmember Councilmember Celina Benitez

Second: Councilmember Luke Chesek

Vote Recorded: 4-0-0, Motion Passed

Motion to Approve Amended Agenda: Mayor Malinda Miles

Move: Councilmember Celina Benitez

Second: Councilmember Bryan Knedler

Vote Recorded: 4-0-0, Motion Passed

Public Hearing:

Interim City Manager Latasha C. Gatling read the press release into the record.

As of 3/25/2020

FOR IMMEDIATE RELEASE

MOUNT RAINIER, MD- The City of Mount Rainier is announcing its closing on the sale of approximately 33,000 square feet of vacant land located at 3200 Rhode Island Avenue for \$1.5 million to IFG Group Development and Construction. IFG Group is a well-known, well-respected entity with headquarters in Washington, DC and New York with diverse business interests. The 3200 Rhode Island Avenue property was listed on the open market in January 2019 when the City recognized its need to attract national and international real estate developers and enhance the Rhode Island Avenue corridor.

The land parcel is located on the corner of Rhode Island Avenue and Eastern Avenue. IFG Group intends to develop the parcel as a mixed-use multi-unit apartment complex with retail outlets on the ground level.

For more information about the project, visit <http://ifggroup.us/project/3200-rhode-island-ave-mount-rainier-md-20712/>

Interim City Manager Latasha Gatling stated there were no public comment.

Councilmember Bryan Knedler stated point is there was an emergency ordinance for this. Closing date was less than two weeks from the reading. This was a financial emergency. This requires a special public hearing to explain why this was done by Mayor & City Council.

Motion to Adjourn Public Hearing – Mayor Malinda Miles

Moved: Councilmember Celina Benitez

Seconded: Councilmember Luke Chesek

Motion Passed - 4-0-0

Mayor Miles then called the legislative meeting to order and lead the Pledge of Allegiance.

Mayor and Councilmember then each took turns and provided their event announcements.

Councilmember Celina Benitez – World Central Kitchen provided 500 meals to Rainier Manor 1 & 2 and Artists Lofts. Kaywood also received some of the meals. This is a partnership with World Central Kitchen, Latino Advisory Board, County Executive Office and Sardis. They provided chicken, rice and vegetable. Looking forward to continuing the partnership.

Youth Scholarship deadline will be extended by Mayor & City Council and hopefully moving it to next month.

Census 2020 – 39.9% at present with Census count. Going to amp up the information. Goal is 80%. Going to have a virtual party in the next two weeks. Finalized banners out in the community. Couple people have been big advocates and created door hangers to help increase numbers. Please get it done.

Councilmember Luke Cheseck – 31st Street Pocket Park and planting trees that was going to happen in April / May. Social gatherings are canceled. Trees will still be dropped off there. Working on a planting schedule where one person will go to the park for planting the trees. Forest walk that connects 31st Street Pocket Park run through to Rainier Avenue. Highly recommend taking that walk through the forest as opposed to walking on concrete.

Councilmember Bryan Knedler – None

Councilmember Scott Cecil - Hopefully no one has any events scheduled because people need to be staying at home. Seen upsetting of posts of people hanging out together. Virtual events coming up. Accidental fatal overdoses. Series of online trainings in April and May on how to use Narcan. People are practicing social distancing are alone and many accidentally overdose. Information regarding trainings will be made available on the community listserv.

Mayor Malinda Miles – Thanked CERT Team, Robin Bliss & Mount Rainier Police Department. Thanked the residents for donating items to CERT Team during the pandemic. Thanked Kathy for setting up a food pantry on the North end of Mount Rainier.

2017 Audit

Interim City Manager Latasha Gatling announced that the 2017 Audit is finalized, completed and on the website. Mayor & City Council each were provided a copy. This information is solely on the 2017 fiscal year. Some of the information is outdated. Residents can request a copy of the 2017 audit by sending an email to City Clerk, John Hoatson. Hope is that 2018, 2019 audits done by the end of summer. Hope auditors can come present the 2019, 2020 audits.

Vice Mayor Bryan Knedler Read the Closed Session Summary From March 3, 2020 & March 17, 2020 into the record.

COVID-19 Emergency Preparations

Mayor Miles – Wants funds allocated for the Police Department, CERT Team to purchase food, toilet paper and handle needs of the City during the current COVID-19 pandemic.

Ring Cameras decided to allow City to keep \$10,000.00. There was another \$20,000 for training. Mayor would like \$10,000.00 allocated for a COVID-19 Emergency Preparation Fund.

Interim City Manager Latasha Gatling: Police did spend some of the money on training. 7K left is training. There is 12K available in community policing.

Councilmember Bryan Knedler read the list provided by Mayor Miles.

1. Purchase large quantities of toilet paper and paper towels.
2. Set up emergency food fund – up to \$5,000.00
3. Increase patrolling to interrupt and stop congregating of 10 or more people
4. Purchase large quantities of masks – Work with CERT Team to distribute to residents
5. Bring back power shift patrol to knock on doors of vulnerable seniors

Mayor Miles stated that County Executive Office will interview the seniors at Rainier Manor 1 and Rainier Manor 2 to see what the needs is.

Found a distributor for toilet paper. 96 rolls for \$55.00. Can be delivered tomorrow.

Cottage City YMCA provided food and produce to Artist Lofts, Rainier Manor 1 and Rainier Manor 2.

CERT Team held two food drives. Collected quite a bit of can goods. Chicken, burgers and produce.

Pantry and found so many needs in Queens Manor that they just stated giving out bags of food themselves.

Thursday they will be opening the pantry in Queens Manor. Doing it in conjunction with CERT.

Councilmember Benitez – Meals are going very quickly. Closing down some of the businesses in town. Kids 17 & 18 are not covered. Need is definitely there. As a City we need to have a recovery plan. There are going to be businesses that will not open again and jobs lost. Need to become ahead of the pace by having a recovery plan.

Mayor Miles – Structure for the recovery plan and the need. County Executive Office recommended putting a recovery plan in place. City Manager and Police Chief could lead the recovery plan. CERT Team would like a place to store meat and things. Mediterranean Café has allows them to store food there. Purchase a large freezer for the basement of the Police Station to keep food that is being handed out. Would recommend the purchase of one large freezer, maybe 2.

Councilmember Knedler - Suggested looking into leasing two freezers. Once this is done does not know what the City will do with them.

Councilmember Scott Cecil – Appreciated the work that has been done. Agrees with moving \$10K to where there is a need. Unprecedented emergency. Worried about Mayor & City Council becoming a bottleneck. Need someone to be a point person to speed the process. Anything we can do to help folks have food is top priority.

Mayor Miles – Police and Cert Team must document all expenses. FEMA and MEMA has said they will reimburse expenses to the maximum that is allowed. Spoken to Senator Cardin and Governor and was assured of that.

Councilmember Luke Chesek – Thanked everyone for the work they are doing. Spoke to folks in Rainier Manor yesterday. Need to put the money into a budget amendment. If there is anything that can be done to make this process easier, that would be great. Thanked the CERT Team. Have Ronald Hopkins, Director of Economic Development work with the local businesses.

Mayor Miles has been meeting with small businesses in the area. Interim City Manager Latasha Gatling and Ronald Hopkins, Director of Economic Development need to assist small businesses with application and funding sources. Assist people who need to file for unemployment.

Employ Prince George's is giving out \$200.00 VISA cards to people who make \$19.00 an hour or less. Documented or undocumented citizens can apply for this.

These types of things are not going to help seniors. Senior don't have bed pads.

Other areas of residents lives and we have to look beyond food.

Councilmember Bryan Knedler - Bunker Hill Fire Station may have refrigerator space.

St. Johns has adult diapers. Not providing easy access to their building. WMATA buses are down to 2 buses in the City. Tricky trying to get some of this stuff done.

Need is for a refrigerator and freezer. Remove 10K out of the contingency to place into the COVID-19 Emergency Preparedness Fund.

Wants Latasha to go through the budget and look through for additional money.

Motion to Approve Movement of Funds For COVID-19 Emergency Preparedness - Mayor Malinda Miles

Move: Councilmember Celina Benitez

Second: Councilmember Luke Chesek

Vote Recorded: 4-0-0, Motion Passed

Vice Mayor Knedler read the Closed Session Summaries from March 3, 2020 & March 17, 2020

Adoption of Minutes from Previous Meetings

February 4, 2020 Legislative Meeting

February 18, 2020 Work Session

February 25, 2020 Special Planning Work Session

March 3, 2020 Legislative Meeting

March 5, 2020 Public Hearing Regarding Chuck's Liquor License

March 17, 2020 Work Session

March 20, 2020 Emergency Meeting of Mayor & City Council

Motion to Approve Meeting Minutes - Mayor Malinda Miles

Move: Councilmember Celina Benitez

Second: Councilmember Bryan Knedler

Vote Recorded: 4-0-0, Motion Passed

New Business:

Resolution 06-2020: A Resolution To Support The Five-Year Designation of A State Enterprise Zone Focus Area Within Our Boundaries.

Interim City Manager Latasha Gatling read Resolution 06-2020.

Councilmember Bryan Knedler – This was done before. They have broadened the boundaries. More businesses will be eligible.

Motion to Approve Resolution 06-2020: A Resolution To Support The Five-Year Designation of A State Enterprise Zone Focus Area Within Our Boundaries - Mayor Malinda Miles

Move: Councilmember Celina Benitez

Second: Councilmember Luke Chesek

Vote Recorded: 4-0-0, Motion Passed – Needed to be sent off tomorrow.

Resolution 07-2020: Appointing A New Member To The Mount Rainier Arts Commission

Councilmember Luke Chesek - Justin Bost is on the Design Review Board. Live in Mount Rainier. Arts Commission would like to add diversity to the group. He would be invaluable to the Arts Commission. Team is excited to approve of Justin's appointment.

Councilmember Celina Benitez - Helped a lot in the Artist's Lofts. Would be a great addition to the team.

Councilmember Luke Chesek said there are two more spots open on the Arts Commission

Motion to Approve Resolution 07-2020: - Appointing A New Member To The Mount Rainier Arts Commission - Mayor Malinda Miles

Move: Councilmember Councilmember Luke Chesek

Second: Councilmember Councilmember Celina Benitez

Vote Recorded: 4-0-0, Motion Passed

Mayor, Council & City Manager Reports

Councilmember Luke Chesek – Memorial Park 2 months ago – letter of intent for the Maryland Historic Trust to apply for a grant.

Grant application was turned into ATHA. Aaron will submit it to the State. No extra money needs to be use for this.

Thank you – Scott budget discussion

Bryan – City Manager Search

Celina – World Central Kitchen in town

Mayor – Hustling to get calls done for COVID-19

Thanked his wife who is a nurse.

Councilmember Celina Benitez – Continue serving meals in the City.

Thanked Deni Taveras and Danielle Carter –

Councilmember Scott Cecil – Grant Selector for the Maryland States Arts Council. Great experience. Reviewed 44 applications. Was happy to be paid for it. Municipalities can apply for grants through the Maryland State Arts Council.

Dealing with some family issues. Making it hard to do council duties.

Councilmember Bryan Knedler – Committees and boards are still meeting virtual meetings.

Thanked all staff for the work that is being done.

Mayor Miles – Thanked staff and residents. Surge will happen next week. We need to be ready.

Some normalcy with parking tickets. Going to get worse before it gets better. We will come out of this better than most.

Mount Rainier is at the table. Mayor will assemble a fact sheet to help residents.

Latasha Gatling – Mayor & City Council will receive reports of staff who are teleworking.

Thanked Public Works and Police Department. Thank you is not even enough.

Happy to work with a group of people who stand on the forefront no matter what.

Items to discuss – Public Works – In FY 2020 Budget there was money allocated for the purchase of a dump truck. Just because something was in the budget does not mean you can spend it. Budget is just numbers. Numbers were inflated. Conversation with the dealer started in June / July when previous City Manager was there. Cost was \$75,000.00 over 4 years. Interim City Manager Latasha Gatling will not sign for it until it is approved by Mayor & City Council.

Mayor Miles- asked Councilmember Knedler to find it in the budget. It is located on page 81. In September Council made the decision to hold on spending and hiring. If City is not fully staffed, should City put a hold on the purchase? Can the truck be returned if in City's possession?

Councilmember Bryan Knedler – Yes. It says City will purchase vehicles. There is nothing in the Capital Improvement Plan. Did City already purchase 6 or 7 vehicles? Were police cars were being purchased from speed camera money?

Latasha Gatling – Police cars were purchased back in July. Not buying anymore vehicles. Code Compliance cars were already purchased. Not fully staffed and in the middle of a crisis.

Councilmember Luke Chesek – Read notes – Police Department vehicle purchases– FY 20 \$30,000.00 Capital Projects \$73,000.00. Purchase 1 lease 4 more and selling of old police cars. Must have been done. Notes show in Public Works – New DPW trucks lease of \$26,635.00 line item 5460.

Sell 2011 Peterbuilt \$50,000.00

Sell 2003 Dump Truck \$3,000.00

Trade in 2010 Bob Cat \$2,000.00

Buy new pick up truck and Bob Cat.

Mayor & Council did not approve any dump truck in the summary.

Mayor Miles stated that she agrees with City Manager. Just because it is in the budget does not mean it should be purchased. It needs to be approved by City Manager with authorization from Mayor & City Council.

Councilmember Luke Chesek stated if we don't need it now, then it needs to be put on hold.

Councilmember Benitez asked if it is in the City's possession?

Councilmember Scott Cecil recalled the meeting where some of this took place. Asked why the City needs one of these. Zero percent chance of voting yes on this.

Asked Interim City Manager Latasha C. Gatling to go through the tapes to see what was recorded.

Interim City Manager Latasha C. Gatling stated that there is a need for bulk pick-up.

It is currently at Public Works. Not sure if it can be returned. Been there for about 60 days.

1st dump truck was to big for the streets. They were trading it out for this new one.

FY 2020 budget on page 67 line item 5460 \$26,635.00 lease for DPW truck.

DeMornai Blackwell – FY2020 Former City Manager was going through lease negotiations back in September. Listed for Code, Police, Public Works lease agreements. They prepare the lease agreement once it is in City possession. City can choose not to finance it. City would then need to pay full amount of dump truck. Different twist on the way it was presented.

This should have been placed into Capital Improvement.

Motion for approval given to Interim City Manager to sign dump truck lease agreement – Any future large purchases must be approved from City Manager / Mayor & Council - Mayor Miles

Move: Councilmember Celina Benitez

Second: Councilmember Bryan Knedler

Vote Recorded: 3-0-0, Motion Passed

University of Maryland Peace Park Agreement for University of Maryland to do the design. Does Mayor & City Council want to approve taking money out of the budget to pay for the design? The MOU has been vetted from the attorney and UMD has signed it.

Councilmember Bryan Knedler – We will own the plan once it is done. Still need the students to work on the plan.

Councilmember Celina Benitez – Some of the work could be done from home. Gives us time to move it along. Don't see a reason to hold onto this.

Councilmember Luke Cheseck – Need to spend it now. Dr. Jack Sullivan is still working with his students now. Would make things easier for Little Friends for Peace. Don't hold up the project.

Councilmember Scott Cecil wants to know if we can wait two weeks and speak to Dr. Jack Sullivan? There are two different MOUs. One is with Little Friends For Peace and one is with UMD. Are the students going to work on this since it is the end of the semester?

Motion to sign agreement with University of Maryland 11K for Spring Park – Mayor Malinda Miles

Move: Councilmember Bryan Knedler

Second: Councilmember Celina Benitez

Vote Recorded: 3-0-0, Motion Passed Councilmember Scott Cecil abstained

Motion to Go Into Closed Session- Mayor Malinda Miles

Move: Councilmember Celina Benitez

Second: Councilmember Bryan Knedler

Vote Recorded: 4-0-0, Motion Passed

**Official Minutes of the City of Mount Rainier
MAYOR AND CITY COUNCIL PUBLIC SESSION
SUN TRUST BANK
DATE: April 18, 2020
Webex Meeting**

Call to Order

9:30 PM, Webex Meeting

Presiding Officer

Mayor Malinda Miles

Officials Present

Councilmember Celina Benitez
Councilmember Scott Cecil (Called in later to the Public Session)
Councilmember Luke Chesek
Councilmember Bryan Knedler

Staff Present

Interim City Manager Latasha C. Gatling
City Clerk John Hoatson
Sofonda McMillian, Staff Accountant

Minutes provided by:

City Clerk

Call to Order 9:36 AM

Motion to Call Meeting to Order: Mayor Malinda Miles

Move: Councilmember Luke Chesek

Second: Councilmember Bryan Knedler

Vote Recorded: 3-0-0

Mayor Miles stated the purpose of the meeting was to get some old signatures off and new signature on at Sun Trust Bank.

Agenda was read by Councilmember Bryan Knedler

Motion to Approve The Agenda: Mayor Malinda Miles

Move: Councilmember Luke Chesek

Second: Councilmember Bryan Knedler

Vote Recorded: 3-0-0

Mayor Miles - Still have old signatures including Miranda Braatz on the credit card accounts. This came to Mayor & Council's attention because of actions that took place during the last couple of days. Sun Trust sent a document over and need to fill it out and determine the names of the people who will be allowed access to the credit card. No can right now can use the credit card. Mayor asked Interim City Manager where is the resolution that established the credit card policy. This is a time to talk about the policy and

Councilmember Luke Chesek asked if Interim City Manager Latasha Gatling had any recommendations for the credit cards.

Interim City Manager stated that you already have policy in place. You already passed a resolution regarding control of the credit card. Go with what you already have on record or already agreed to.

Mayor Miles asked if it allows for one credit card holder or more?

How many cards are being ordered?

Councilmember Bryan Knedler stated this resolution is what got Mayor & City Council in trouble. It has a clause that City Manager can amend it. Does not say they have to come back to Mayor & City Council.

Mayor Miles stated she wants to sign the Sun Trust but amend the resolution to reflect who is holding the credit cards. Also make sure no liquor is being purchased on the credit card.

Interim City Manager Latasha Gatling added that good practice is to have at minimum two to three names – someone from Mayor & City Council that is the person who has longevity as long as they are in office, City Manager and someone who Mayor & City Council designate.

Councilmember Celina Benitez stated that there needs to be at least two or three credit cards because one is not working.

Mayor Miles stated that hearing the recommendation, she would want Mayor & Council. Not just Mayor, not just Council. She would also want the City Manager, maybe the Finance Director but definitely the Police Chief.

Councilmember Luke Chesek stated he agrees it should be City Manager, Director of Finance and Police Chief. Does not want Mayor & City Council to have one.

Mayor Miles stated someone has to have the authority to make the changes at the bank. It is not Latasha and not the Chief.

Luke Chesek stated he is ok with three credit cards. City Manager, Finance Director and Police Chief. With access to bank account he is fine with recommendations.

Councilmember Bryan Knedler asked about the limit on the credit card

Sofonda McMillian, Staff Accountant stated that the limit on the credit card that DeMornai had was \$35,000.00.

Councilmember Luke Chesek stated there seems to be consensus that credit cards would be issued to City Manager, Director of Finance and Police Chief with the \$10,000 limit.

Mayor Miles wants a motion made to agree to the terms and conditions of the bank and add the following names to the credit cards.

Interim City Manager, Latasha C. Gatling

Police Chief, Anthony Morgan

Whoever the new / old Finance Director will be on this document.

Also need to set the limit at \$10,000. Exceptions may be made by decision of Mayor & City Council.

Interim City Manager Latasha Gatling stated that the form is to say that Mayor & City Council authorize to have a credit card. This just says that Mayor & Council will have a credit account with Sun Trust.

Sofonda McMillan stated that this form will also remove Miranda Braatz as a signer on the credit card.

Mayor Miles stated that the motion needs to say that Mayor & City Council agree to have a credit card with Sun Trust.

Interim City Manager stated that only one person needs to sign the document. The following names will be added to the document. Mayor Malinda Miles, Councilmember Bryan Knedler, Councilmember Celina Benitez and Councilmember Luke Chesek. Scott was attending to a personal matter and not on this call.

Mayor Miles stated to get the document to her for signature if not use electronic signature. Make sure date is on it with titles.

Motion to authorize the City of Mount Rainier to enter into agreement with Sun Trust to use its credit card.

Move: Councilmember Luke Chesek

Second: Councilmember Bryan Knedler

Vote Recorded: 3-0-0

Motion Passed

Mayor Miles stated the Credit card policy needs to be amended or reviewed. There is one in place going forward. Need to go back and visit Resolution 05-2017. Before any changes are made it must come back to Mayor & City Council.

Councilmember Bryan Knedler is charged with fixing the wording in Resolution 05-2017

(Councilmember Scott Cecil joined the meeting late and abstained) Mayor Miles will call Councilmember Scott Cecil and bring him up to speed on what was decided.

Motion to Adjourn Public Session: Mayor Malinda Miles

Move: Councilmember Bran Knedler

Second: Councilmember Celina Benitez

Vote Recorded: 3-0-0

**Official Minutes of the City of Mount Rainier
MAYOR AND CITY COUNCIL BUDGET HEARING
DATE: April 18, 2020
Webex Meeting**

Call to Order

10:00 AM, Webex Meeting

Presiding Officer

Mayor Malinda Miles

Officials Present

Councilmember Celina Benitez
Councilmember Scott Cecil
Councilmember Luke Chesek
Councilmember Bryan Knedler

Staff Present

Interim City Manager Latasha C. Gatling
City Clerk John Hoatson
Sofonda McMillian, Staff Accountant
Anthony Morgan, Police Chief
Ronald Hopkins, Director of Economic Development
Raina Walker, Communications
Jared Alindogan, MRTV

Minutes provided by:

City Clerk

Call to Order by Mayor Malinda Miles

Vice Mayor Bryan Knedler read the agenda for the Budget Hearing

Motion to Approve the Proposed FY 2021 Budget Public Hearing Agenda:

Councilmember Bryan Knedler

Move: Councilmember Luke Chesek

Second: Councilmember Scott Cecil

Vote Recorded: 4-0-0 Motion Passed

Mayor Malinda Miles stated that the budget was presented to Mayor & City Council a few weeks ago. This was an opportunity to hear from the public regarding what was presented.

Interim City Manager Latasha Gatling asked City Clerk if he received any comments from the public regarding the proposed fiscal year 2021.

City Clerk John Hoatson responded no.

Interim City Manager also asked if there were any public comments provided on Facebook.

The answer was no.

Councilmember Celina Benitez stated that since there was no comment, the public hearing could be closed.

Point of Information:

Councilmember Cecil asked if members of the public could join and make comment during the budget work session

Mayor Malinda Miles stated that they would entertain questions as they work through the budget.

Interim City Manager Latasha Gatling stated that there was information / notification sent out as to how members of the public could make public comment regarding the budget.

It was sent to Facebook and email.

Mayor Malinda Miles stated yes, they can comment during the proceedings.

Motion to Adjourn the Proposed FY 2021 Budget Public Hearing: Mayor Malinda Miles
Move: Councilmember Celina Benitez
Second: Councilmember Bryan Knedler
Vote Recorded: 4-0-0 Motion Passed

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into by and between the **City of Mount Rainier** (hereinafter referred to as the **“Municipality”**) and **Prince George’s County, Maryland, a body corporate and politic** (hereinafter referred to as the **“County”**), on behalf of the **Prince George’s County Department of Housing and Community Development** (hereinafter referred to as the **“DHCD”**).

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides entitlement funds for qualified urban counties; and

WHEREAS, the County is required to requalify its entitlement status as an urban county to be eligible to receive funding from the U.S. Department of Housing and Urban Development (“HUD”) to administer its Community Development Block Grant (“CDBG”), HOME Investment Partnerships (“HOME”) and Emergency Solutions Grants (“ESG”) programs during the Federal Fiscal Years (“FYs”) 2021 through 2023 qualification period (“Qualification Period”); and

WHEREAS, the County certifies that it shall continue to follow an approved Housing and Community Development Consolidated Plan as promulgated by HUD pursuant to 24 CFR 570.302 and 24 CFR Part 91 during the Qualification Period; and

WHEREAS, the County is required to enter into Cooperation Agreements with its designated units of general local government (“UGLG”) that desire HUD to include its respective population figures under the County’s urban county status for the purpose of increasing the County’s allocation of entitlement funds during the Qualification Period; and

WHEREAS, the County has identified the Municipality as a UGLG and the Municipality has agreed to allow the County to include its population with that of the County’s unincorporated areas to be considered part of the urban county total population used as a basis for entitlement determinations; and

WHEREAS, the cooperation of the County and the Municipality is essential for the successful planning and implementation of housing assistance and community development activities that shall be included within the County’s Housing and Community Development Annual Action Plan (“Annual Action Plan”); and

WHEREAS, the Municipality understands that the County shall have final responsibility for selecting CDBG, HOME and ESG activities to be assisted with entitlement funds and for filing Annual Action Plans during the Qualification Period with HUD.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. The County and the Municipality agree to cooperate to undertake or assist in undertaking, community renewal and low-income housing assistance activities. The Municipality further agrees to cooperate in the use of its powers to assist with the County's efforts to carry out essential activities in accordance with County's CDBG and, where applicable HOME and ESG Programs.
2. The County shall have the final responsibility for selecting CDBG and, where applicable, HOME and ESG activities that will be funded from annual CDBG allocations during the Federal FYs 2021 through 2023 ("Qualification Period") and any program income generated from the expenditure of such funds.
3. The County shall be responsible for submitting the County's Consolidated and Annual Action Plans to HUD for approval.
4. To the extent applicable, the County and the Municipality shall take actions necessary to assure compliance with Prince George's County's urban county certification requirements set forth in Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
5. The Municipality shall affirmatively further, to the extent applicable, fair housing actions within its jurisdiction, and not impede the County's actions to comply with its fair housing certification.
6. The Municipality has adopted and shall continue to enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the Municipality's jurisdiction.
7. The Municipality must inform the County of any program income generated by and submitted to the Municipality in accordance with its expenditure and/or sub-award of CDBG funds. Any such program income must be paid to the County unless specifically authorized by the County for use in association with the financial requirements of other projects previously approved by the County. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with the terms and conditions of the applicable Sub-recipient Agreement and the applicable CDBG laws and regulations.
8. The Municipality shall not sell, trade or otherwise transfer all or any portion of any grant funds to another unit of general local government ("UGLG"), metropolitan city, urban county, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations. The Municipality further agrees to use grant funds, if any,

for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

9. The County has the responsibility for monitoring and reporting to HUD on the use of any program income thereby requiring appropriate recordkeeping and reporting as may be needed for this purpose.
10. It is understood that the Municipality pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to subrecipients. This includes the responsibility for a written agreement (“Sub-recipient Agreement”) as set forth in 24 CFR 570.503, for ensuring that CDBG funds are used in accordance with all program requirements, for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise. The use of any designated public agencies, subrecipients, or contractors does not relieve the municipality of this responsibility.
11. The Municipality shall be required to enter into a signed Sub-recipient Agreement with the County before any CDBG funds may be disbursed to the Municipality to undertake approved activities. This Sub-recipient Agreement shall remain in effect during and any time after the Qualification Period during which the Municipality has control over CDBG funds, including program income.
12. In the event of the close out of this Agreement or a change in the status of the Municipality, any program income that is on hand or received subsequent to the close out or change in status shall be paid to the County.
13. For real property acquired or improved in whole or in part using CDBG Funds and within the Municipality’s control, the Municipality shall (A) provide the County with timely notification for any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; (B) reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for use which does not qualify under the CDBG regulations; and (C) treat as program income the revenue generated from the disposition or transfer of property prior to or subsequent to the close out, change of status or termination of this Agreement between the County and the Municipality.
14. By executing this Agreement, the Municipality understands that it may not apply for grants from appropriations under the State Small Cities CDBG Program for any fiscal year during the Qualification Period in which it is participating in the County’s CDBG program.
15. By executing this Agreement, the Municipality understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The Municipality

further understands that it may receive a formula allocation under the HOME Program and/or ESG Program, if any, only through the County.

16. This Agreement between the County and the Municipality shall automatically be renewed for participation in successive three-year Qualification Periods, unless the County or the Municipality provides written notice before the end of the County's Qualification Period that it elects not to participate in a new three-year Qualification Period. By the date specified in HUD's next CPD Notice for Urban County Qualification, the County will notify the Municipality, in writing, of its right not to participate. A copy of the County's notification shall be sent to the HUD Field Office by the date specified in the CPD Notice for Urban County Qualification.

Failure by either party to adopt any amendment to this Agreement, which must incorporate any changes necessary to meet HUD's current requirements for Cooperation Agreement, for a subsequent three-year Qualification Period and to submit the amendment to HUD as provided in the applicable CPD Notice shall void the Municipality's automatic renewal as a participating UGLG under the County's urban status.

17. This Agreement shall remain in effect until the County's CDBG and where applicable, HOME and ESG entitlement funds and program income received with respect to activities undertaken during the Qualification Period and any successive periods, as amended, are expended and the funded activities are completed. It further understood and agreed that neither the County nor the Municipality may terminate or withdraw from this Agreement while this Agreement remains in effect.
18. The recitals set forth above are herein incorporated as operative provisions of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties' authorized representatives signed and delivered this Cooperation Agreement on the dates set forth below.

ATTEST:

FOR: City of Mount Rainier

John David Hoatson
Witness

By: _____
Latasha C. Gatling

Interim City Manager

Date

FOR: Prince George's County, Maryland

By: _____
Angie Rodgers
Deputy Chief Administrative Officer
for Economic Development

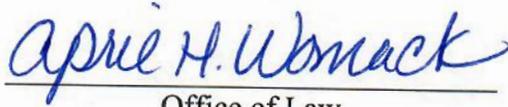
(Date)

Reviewed and Approval Recommended

Estella Alexander, Director
Department of Housing & Community Development

Legal Certification

The undersigned attorney for Prince George's County, Maryland ("County") certifies that the terms and provisions set forth in this Cooperation Agreement ("Agreement") are fully authorized and/or not otherwise prohibited under existing State and local laws and that this Agreement provides full legal authority for the County to undertake or assist in the undertaking essential community development and housing assistance activities that may include, but are not limited to, urban renewal and public assisted housing in cooperation with designated units of general local government ("UGLG").



Office of Law

CERTIFICATION OF COOPERATION AGREEMENT

The attached Cooperation Agreement between **Prince George’s County, Maryland** (“County”), a body corporate and politic, on behalf of the **Prince George’s County Department of Housing and Community Development** (“DHCD”) and the City of Mount Rainier was dully considered and approved by majority vote of the Mayor & City Council at an official meeting on 5th day of May, 2020 and ***Latasha C. Gatling, Interim City Manager*** was duly authorized to execute said Cooperation Agreement on behalf of the Municipality.

For: City

of Mount Rainier

ATTEST:

Latasha C. Gatling, Interim City Manager

Date:

City of Mount Rainier
Youth Scholarship
Selection Committee Appointees 2020

Mayor Malinda Miles

Rachel Bush

Councilmember Celina Benitez

Genesis Romero

Councilmember Luke Chesek

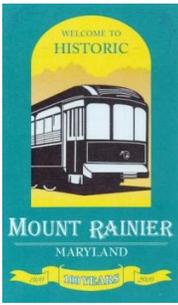
Dave Epley

Councilmember Scott Cecil

Thomas Silverstein

Councilmember Bryan Knedler

Shivali Shah



Adopted May 5, 2020

City of Mount Rainier, Maryland
Resolution 09-2020: Mayor and City Council Appointing
New Members To The Youth Scholarship Selection Committee
Introduced By: Councilmember Celina Benitez

Whereas, the Mayor & City Council have the authority to create committees and appoint citizens to those committees, and

Whereas, the City appointed a Youth Scholarship Selection Committee, and

Whereas, the Mayor & City Council desires to appoint citizens who have expressed an interest in participating on the Youth Scholarship Selection Committee

Now, therefore, be it resolved, this 5th day of May, 2020 that the following citizens are hereby appointed to the Mount Rainier Youth Scholarship Selection Committee.

Rachel Bush

Genesis Romero

David Epley

Thomas Silverstein

Shivali Shah

THIS RESOLUTION IS ADOPTED BY THE MAYOR & CITY COUNCIL OF THE CITY OF MOUNT RAINIER THIS 5th DAY OF MAY, 2020.

Attest:

Latasha C. Gatling, Interim City Manager

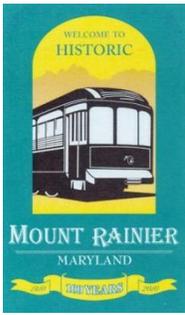
Malinda Miles, Mayor

Celina Benitez, Councilmember Ward I

Luke Chesek, Councilmember Ward I

Scott Cecil, Councilmember Ward II

Bryan Knedler, Councilmember Ward II



City of Mount Rainier
One Municipal Place, Mount Rainier, MD 20712
Phone: (301) 985-6585 Fax: (301) 985-6595

NOTICE OF CLOSED SESSION
MAYOR AND CITY COUNCIL CLOSED SESSION
Tuesday, May 5, 2020
Webex Meeting
Following The Legislative Meeting Of Mayor & City Council

According to the Annotated Code of Maryland, the Mayor and City Council of the City of Mount Rainier Maryland have the statutory authority to close a session under general provisions article 3-305b for the reasons of subsection seven (7)___ “To consult with counsel to obtain legal advice.

The Mayor and City Council propose to go into closed session on Tuesday, May 5, 2020 following the Legislative Meeting of Mayor & City Council to consult with counsel to obtain legal advice.