MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: March 20, 2018

I. Closed Session

1. 5:30 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to negotiations with the UFCW Local No. 1994

   Motion to move into Closed Session was made by Frazier, seconded by Cioni, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

1. 6:15 p.m. - Reconvene into Open Session

   Mayor Grim reconvened the meeting at 6:29 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard Cioni, Eugene Frazier

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael Cohen, City Solicitor; Charles Hinnant, Chief of Police; Donald Dunn, Fire Chief; Marjorie Woodring, City Clerk

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting held March 20, 2018

   Mayor Grim announced that a Closed Session had been held on Tuesday, March 20, 2018 at 5:30 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions

Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for February, 2018

   Motion to approve the report was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

2. Utilities Division monthly reports for February, 2018

   Motion to approve the report was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

(B) Administrative Services

1. Administrative Services monthly report for January, 2018

   Motion to approve the report was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

(C) Fire

1. Fire Department monthly report for February, 2018

   Motion to approve the report was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

(D) Police

1. Police Department monthly report for February, 2018

   Motion to approve the report was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

VII. Approval of Minutes

1. Approval of the Regular Session Minutes of February 6, 2018

   Motion to approve the minutes was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

VIII. Approval of Minutes

1. Approval of the Closed Session Minutes of January 30, 2018

   Motion to approve the minutes was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

IX. New Business

(A) <u>Orders (Consent Agenda)</u>

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments.

Wayne Hedrick requested that Consent Agenda Item No. 3 be withheld and voted on separately. Upon questioning, Rhodes advised that the cost to the City for each of the properties being donated varied, but provided a ballpark figure of $60,000 each, plus or minus demolition costs. He advised the City has on occasion previously donated properties to a private company and answered that Cumberland Gateway Real Estate was not a nonprofit corporation.

With no further questioning, motion to approve Consent Agenda Item Nos. 1,2,4,5,6,7 and 8 was made by Caporale, seconded by Cioni and was passed on a vote of 5-0.

Motion to approve Consent Agenda Item No. 3 was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

1. Order authorizing payment to the Allegany County Department of Emergency Services in the amount of $120,715.36 for the purchase of additional equipment needed to meet Maryland statewide interoperability, including 2 mobile radios and 17 portable radios with speaker mics and chargers

   ORDER NO. 26,261

2. Order authorizing the City Administrator to sign all Employment Agreements for seasonal employees entered into during the 2018 spring / summer season with said contracts not to exceed six (6) months from date of execution

   ORDER NO. 26,262

3. Order declaring certain City-owned properties to be surplus and authorizing their donation to the Cumberland Economic Development Corporation (CEDC), Cumberland Gateway Real Estate LLC (Developer), or an entity formed by the Developer for use in the Maryland Avenue Redevelopment Project

   ORDER NO. 26,263

4. Order appointing Dave Romero, Nathan Price, and Paige MacFarland to Primary Seats on the Downtown Development Commission, and Lori Lepley to the Citizen-At-Large seat, all to be effective through July 1, 2021

   ORDER NO. 26,264

5. Order declaring a 2006 Lincoln Mark LT (VIN No. 5LTPW18526FJ03331) as surplus and authorizing it for sale, trade-in, or disposal

   ORDER NO. 26,265

6. Order authorizing execution of a Letter of Intent confirming the City's intent to enter into a

Ground Lease Agreement with Rocon, LLC by which Rocon would lease certain City-owned property at Eleanor Terrace to construct and operate a commercial communications tower, and providing Rocon a 90-day exclusivity period for negotiation purposes

ORDER NO. 26,266

7. Order authorizing the Chief of Police and City Administrator to execute an Addendum to the CALEA Law Enforcement Accreditation Agreement

   ORDER NO. 26,267

8. Order authorizing execution of contract with the Cumberland Summer Theatre to provide $50,000 in Community Legacy grant funding for the rehabilitation of the theater

   ORDER NO. 26,268

(B) Letters, Petitions

1. Acceptance of the Report on Cumberland Police Department Employee Compensation & Benefits submitted by the Citizen Advisory Commission on Salaries and Benefits

   Mayor Grim accepted the report and applauded the Citizen Advisory Commission for their work. Rhodes noted that additional salary and benefit reports would follow on public works, the fire department, non-union employees, and the Mayor and Council.

X. Public Comments

Wayne Hedrick, 206 Oak Street, expressed concerns with being able to receive alerts for city council meetings through the City's website feature. Council recommended that he check his settings and then contact the City's IT department if it was not resolved..

Robert Smith, 436 N. Centre Street, provided several suggestions to help reestablish the Neighborhood Advisory Commission (NAC). He stated he had talked with many community members who were interested in serving, volunteered to participate himself, and requested that the vacancies on the commission be filled. Council stated they would consider giving the commission another chance but pictured it being resident driven and informal. Mayor Grim discussed the many past efforts Council had put into trying to make the commission successful.

John Fetchero, 648 Fayette Street, asked for an update on the project with Cumberland Gateway Real Estate. He was advised that things were proceeding with Gateway. He could not provided definitive dates for completion at this point, but significant tax base growth could be expected upon completion. Mike Cohen stated the terms of the agreement with Gateway were still being worked out and that the company had been vetted by the CEDC. Mr. Fetchero also questioned the funding for the Summer Theater project and was advised that the contract approved tonight was based on the prior year's funding cycle.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:56 p.m.

Minutes approved on April 17, 2018

Brian K. Grim, Mayor

ATTEST: Marjorie A Woodring,City Clerk

Regular Council Agenda
March 20, 2018

Description

5:30 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to negotiations with the UFCW Local No. 1994

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 20, 2018

Description
Executive Session

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 20, 2018

Description
6:15 p.m. - Reconvene into Open Session

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 20, 2018

Description
Summary Statement of Closed Meeting held March 20, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, March 20, 2018 at 5:30 p.m.

Second Floor Conference Room, City Hall

On Tuesday, March 20, 2018, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to discuss issues pertaining to negotiations with the UFCW Local #1994. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (9).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring,

---

On a motion made by Councilman Frazier and seconded by Councilman Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:24 p.m.

Brian K. Grim, Mayor

Entered into the public record on MAR 20 2018

Regular Council Agenda
March 20, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
February 2018

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
FEBRUARY 2018

- POTHOLES AND COMPLAINTS
  - Potholed 34 Streets and Alleys using 17 tons of cold patch.

- UTILITIES
  - Completed 4 Utility holes using 2 tons of concrete.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 22 Traffic Control Signs.
  - Installed 1 HC signs
  - Painted 1 curbs

- MISCELLANOUS
  - Refilled Salt Barrels for winter ice control
  - Traffic control and barricades Sewer Dept and Building Removal
  - Cleaned the Baltimore Street underpass and McMullen Bridge 3 times.
  - Brush and tree work 10 areas
  - Worked ice control 7 days
  - Completed clean-up for Baltimore Street water leak
  - Picked up 3 Dead Animals

STREET MAINTENANCE - FEBRUARY 2018		Feb 1-2	Feb 5-9	Feb 12-16	Feb 19-23	Feb 26-28	TOTAL
SERVICE REQUEST COMPLETED							0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER					4	4
	SEWER						0
	CY					1.75	2
	TONS						0
POTHOLES FILLED	STREETS	8		14	8	4	34
	ALLEYS						0
	DAYS						0
	Cold Mix	4		7	4	2	17
	TONS						0
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					18	4	22
STREET NAME SIGNS REPAIRED/INSTALLED					3		3
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
						1	1
PAINTING PERFORMED	BLUE					1	1
	YELLOW						0
	RED					1	1
PAVEMENT MARKINGS INSTALLED	No.	2					2
STREET CLEANING	LOADS						0
	HOURS						0
SWEEPER DUMPS HAULED TO LANDFILL	TONS						0
SALT BARRELLS - PICK UP, FILL	DAYS		4				4
CLEANED BALTIMORE ST. UNDERPASS		1		1	1		3
CLEAN SNOW EQUIPMENT	Days		3		1		4
BRUSH REMOVAL/TREE WORK	Days			4	3	3	10
Check Drains/Clean Debris	DAYS			1	1	1	3
LEAF PICK UP	Loads						0

Snow and Ice control for 7 days

Traffic Control 5 Days and Flagged 1 Day

Picked up 3 dead animals

Picked up tires and other Debris from Rolling Mill

Took Care of Clean-Up for Baltimore Street Due to Water Leak

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
FEBRUARY 2018

- Constitution Park and Area Parklets
  - Cleaned up garbage
  - Brought in and Painted Barrels
  - Began Cleaning and Prepping Pool Snack Bar for Painting

- Miscellaneous Work
  - Assisted with snow and ice control
  - Continued assessing areas for repairs
  - Took Stage to City Hall and Worked Groundhog Day Celebration
  - Cut numerous trees in park due to winter damage

Fleet Maintenance
February 2018

Total Fleet Maintenance Projects	**122**
Central Services	2
Code Enforcement	2
DDC	2
Engineering	0
Fire	5
Flood	5
Municipal Parking	0
P & R Maintenance	5
PIP	0
Police	18
Public Works	0
Sewer	2
Small Engine Repairs	0
Snow Removal	10
Street Maintenance	30
Vehicle Maintenance	0
Water Distribution	15
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	24
Field Service Calls	2
Total Work Orders Submitted	**52**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
March 20, 2018

Description
Maintenance Division monthly report for February, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

UTILITY DIVISION

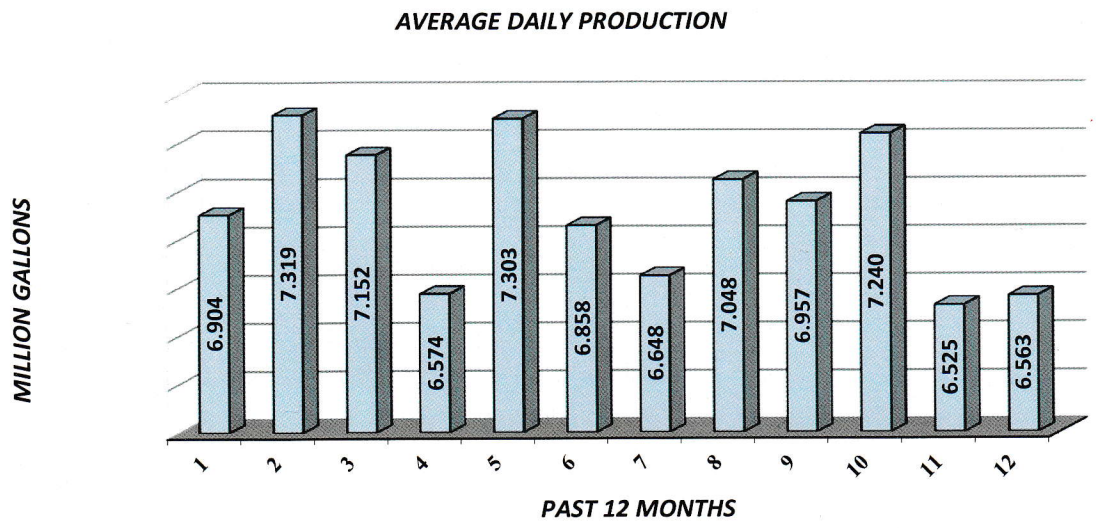
MONTHLY REPORTS

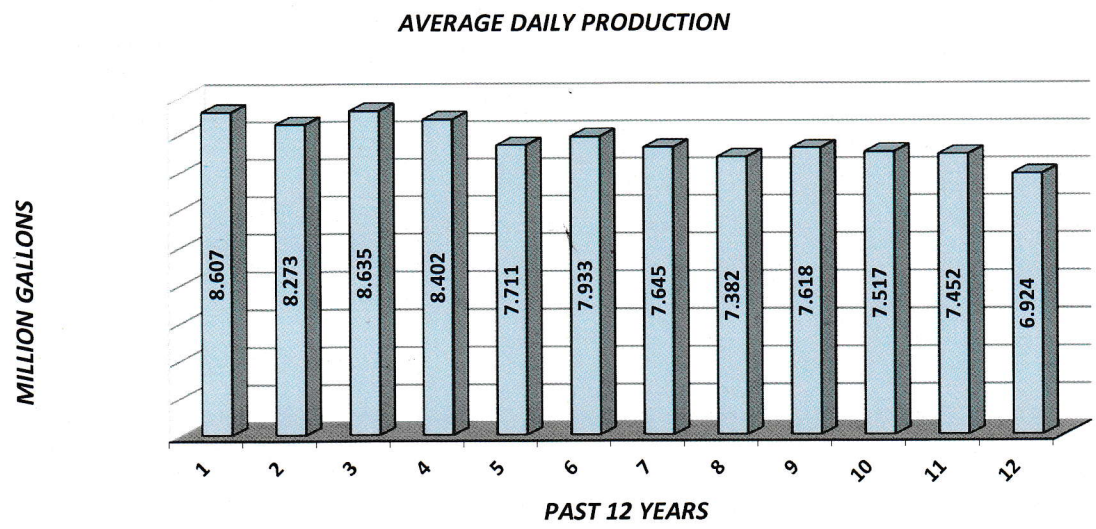
February 2018

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

FEB 2018





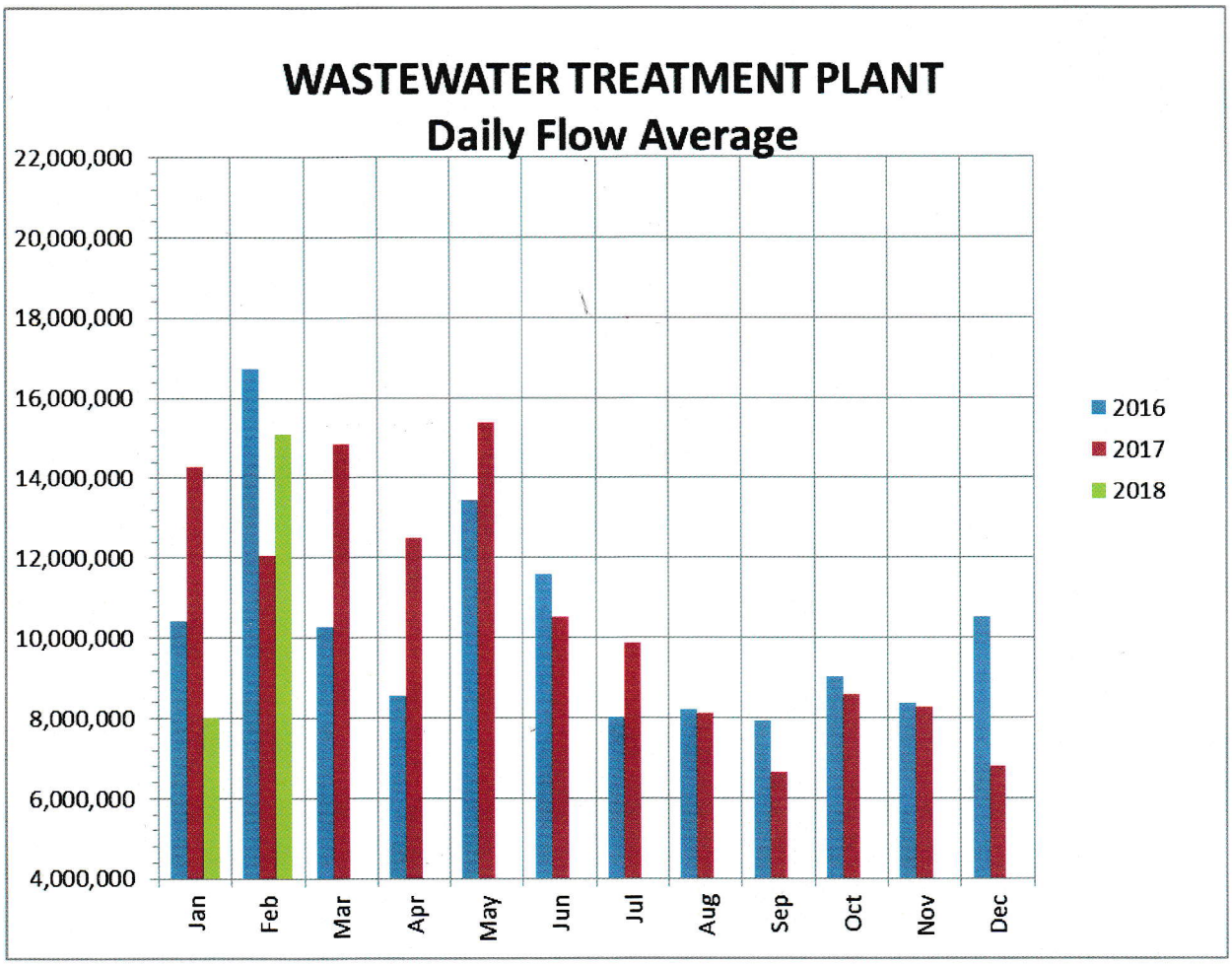
BRIEF LISTING of EVENTS

- > *100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS*
- > *OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALySIS PERFORMED/LAKES AT 100% CAPACITY*
- > *TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7*
- > *WFP STAFF ARE PERFORMING UPGRADES AND MODIFICATION TO SODIUM HYPOCHLORITE FEED SYSTEM*
- > *PROCESS ADJUSTMENTS AND TESTING IS BEING MADE TO ADDRESS HIGH MANGANESE LEVELS IN WFP WASTEWATER DISCHARGE*
- > *FIRST 16 MONTHS OF SAMPLING SOURE WATER FROM CRYPTOSPORIDIUM HAS DETECTED ZERO OOCYSTS*

Wastewater Treatment Plant – February 2018

OPERATIONS:

Treated 422,553,000 gallons @ an average of 15.091 million gallons per day. Removed 188,924 pounds of total suspended solids, 169,859 pounds of BOD, 31,717 pounds of total nitrogen, and 3,876 pounds of total phosphorous. Processed 890,592 gallons of sludge producing 85.24 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.



Sewer & Flood Monthly Report - February 2018

SEWER

11,571	Ft. Sewer Mains Flushed
2	Service Mains Repaired: 11 Cresap Street, 526 Greene Street
39	Catch Basins Cleaned
1,276	Ft. of Sewer Mains Televised
407	Ft. of Sewer Lines Televised
4	Overflows checked
	Assisted Water Department at five (5)
	work sites hydro excavating
	CPR Training

FLOOD

Test Run Station Pumps

Checked holes and pump Stations

Cut trees in Wills Creek at Bull Pen

Worked on fence

Cleaned CSO, and repaired mowers

General Maintenance

WATER DISTRIBUTION

Utilities Activity Report for February 18

REQUEST	W/E 2/9/18	W/E 2/16/18	W/E 2/23/18	W/E 2/28/18	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	10	14	18		42
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	4	2		1	7
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	6	5	6	4	21
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	22	23	15	1	61
REPAIR WIRING/GET READING	1				1
ORANGE TAG FOR REPAIRS	6	2	1		9
YELLOW TAG FOR H/L USAGE/APPT					0
RED TAG FOR SHUT OFF	1				1
TURN WATER ON	93	70	43	9	215
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS	58	80	35	1	174
SHUT OFF RECHECKS	7	54	25		86
PULL METERS - READS/SPAC/WR OFF	1	1			2
PUT METERS BACK ON LINE/READS			9	5	14
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR			1		1
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK			5	1	6
NEW METER/DIAL	3	16	20	35	74
METER TESTS-Residential	2	5	7		14
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER	1			1	2
MOVE METERS OUTSIDE/READINGS	2	3			5
Smartpoint change outs/New installs	2	3			5
Replace smartpoint antenna					0
REPAIR/REACTIVATE/MOVE SPs	1	3			4
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES	1				1
CCP - BACKFLOW/RETRO	2	3			5
HYDRANT/IRRIGATION METER					0
Total					750
Pipe Technicians					
LINE LOCATOR	49	38	68	19	174
TAPS SERVICED	2	3	1		6
LEAKS REPAIRED	2	3	1		6
HYD #31 - FROZEN - PUT OUT OF SERVICE	5				5
HAULED OUT BINS	2				2
CHECKED HYD #697 PROSPECT SQ		3			3
CHECK FOR LEAK 624/624 1/2 FREDERICK ST		3			3
PUT OUT NO PARKING SIGNS - CENTRAL			4		4
REPLACE VALVE - CUMBERLAND			5		5
COLD MIX - GLEASON & LAUREL CT			3		3
LONGWOOD - REPLACED STEAMER CAP			3		3
REPLACE VALVE BX - FRANKLIN @ SYLVAN				4	4
REPLACE HYD #685t				5	5
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Watershed					
Assisting 330 with line locates (several days)					
With 330 on Liberty St - testing new leak correlating system					
Moved equipment to dam					
Performed maintenance on 380					
Assisted with line locates on Frederick St					
Picked up materials at Bill Miller Equipment					
CPR/First Aid Training					
Assisting Carl Belt with valve replacements on Pine and Central (2 weeks)					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					973

Regular Council Agenda
March 20, 2018

Description
Utilities Division monthly reports for February, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for January, 2018

March 20, 2018

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of January, 2018:

Management Information Systems Department

Monthly Report
January 2018

Statistics

367 completed help desk requests
279 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with NovusAgenda to resolve issues with electronic agenda system prior to upgrade
- Assist CPD with video extraction from crime scene DVRs
- Continued examining Parking Violation Systems from RFP
- Worked with Tyler Technologies to resolve issues from upgrade of Logos.NET HR/Finance System
- Continued working with Sensus to upgrade FlexNet Meter Reading System
- Continued working with MuniLink to replace Utility Billing System
- Assist Finance and Collections with bank change activities

Parks & Recreation Department

January 2018

Co-ed Volleyball League - 6 teams, 48 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown.
4 weeks of games – 12 matches - Attendance 192

Field Usage: No usage, areas closed, new season to begin in March

Areas of work

- July 4th Fireworks proposals are due to P&R on Wednesday January 31, 2018
- Planning for pool and day camp season 2018
- Planning for the park pool concession stand operation for 2018 season
- Seasonal employment applications available – Lifeguards, Day camp
- Begin contact with Leagues, groups and schools for the upcoming spring/summer ball field and facility use.
- Prepare for Pavilion reservations to begin February 5, 2018
- Constitution Park Concert Series schedule for 2018

Meetings

- Recreation Advisory Board Meeting –postponed due to weather
- Staff Meetings
- Park pool concession stand improvements and operation for 2018 season
- Concert series related meetings
- Budget FY 2019 meetings

Upcoming

- Constitution Park Pavilion reservations to begin Monday February 5, 2018
- February Recreation Advisory Board meeting Monday February 5, 2018
- Continue to take summer seasonal employment applications for lifeguards, and day camp counselors
- July 4th Fireworks – Determine results of bids and confirm the company to provide this service (Working with Shannon Adams)
- Work with League and school representatives for facility spring/summer field usage
- Planning for 2018 Spring/Summer programs and events etc.

Community Development

Community Development Report – January 2018

CODE COMPLIANCE

Building and Code Enforcement Activity:

December: 25 new complaint calls with 8 of those closed. Also closed 2 earlier cases.
FY18 *to date* (July-Jan): 295 complaints with 130 closed. (avg. 42 received/month)

Nuisance & Junk Vehicle		Property Maintenance		Building code	
Reported	22	Reported	4	Reported	0
Closed	08	Closed	1	Issued	0

Housing Code		Zoning	
Reported	4	Reported	1
Closed	1	Closed	0

Permits, Applications, and Licenses (*AS400 01/2018 report in Debbie's absence)*

Building Permits		Residential Rental License		Plan Reviews
Received	10	Received	6	Received
Issued	4	Issued		Issued

Occupancy Permit
Received: 7
Issued: 3

Housing Inspections
Conducted: 25
Passed:

Revenue *(AS400 01/2018 report in Debbie's absence)*

Building Permits:	$2,033.00
Miscellaneous Permits:	45.00
Occupancy Permits:	195.00
Utility Permits:	0.00
COAs	90.00
Reviews, Amendments, and Appeals:	0.00
Rental Licenses:	175.00
Paid Inspections:	0.00
Municipal Infractions:	0.00
TOTAL	**$2,538.00**

Demolition Permit (Bonds) 0.00

Community Services Activity *(outside normal/daily):*

- Continue to monitor file of complaints received/resulted by Community Development. 25 received in January
- The Neighborhood Advisory Commission awaits further direction from M&CC.
  - MET Clean Up & Green Up Grant Report completed and sent 1/17/18.
- Researching ad specialties for MML and coordinating design for City Administrator.
- Completed Community Services Specialist procedures for position, created folder on CD drive for department use.
- Came across Safe Arborist Techniques Fund grant from MD.gov and shared with Natural Resource Specialist on 1/16.
- Named as an alternate to Allegany County Solid Waste Management Board on 1/12. They meet on the 1st Wednesday of month at County building. Upon advice of CD Programs Manager and City Environmental Specialist.
- Conversation with City Reach Church potential use of Carver Center.
- Prepared 2017 Achievements report for department.
- Prepared Codes Technician report for January in her absence.
- Updated FY18 rental listing contact information sheet on Google drive

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG)

Monthly Activity through 1/22/2018 (pre January draw post)

Activity	Year	Initial Funding	Environmental Review	Contract	Spent	Remain	% Complete
Balt/Amtrak Infrastructure Imps; Downtown Benches	2013	$144,151.06	x	x	$138,513.00	$5,638.06	96%
Balt/Amtrk Infrastructure Imps/Mechanic St	2014	$181,820.00	x		$48,300.00	$133,520.00	27%
CNHS Closing Cost Grants	2016	$32,000.00	x	x	$11,212.35	$20,787.65	35%
ADA Sidewalk Improvements - Downtown	2015	$50,000.00	x	x	$18,117.54	$31,882.46	36%
YMCA Rehabilitation Phase 2 (lower Level)	2016	$67,981.00	x	x	$0.00	$67,981.00	0%
HRDC Rental Rehabilitation (3)	2016	$24,200.00	x	x	$0.00	$24,200.00	0%
Goethe Street ALU	2016	$138,040.02	underway		$0.00	$138,040.02	0%
Amtrak Phase 2 - Mechanic St.	2016	$97,811.00	x		$0.00	$97,811.00	0%
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	$21,500.00	x	x	$0.00	$21,500.00	0%
Cavanaugh Ballfield - Imps 1	2016	$73,879.00	x	x	$73,879.00	$0.00	100%
Denture Clinic 2016	2016	$7,009.89	x	x	$5,935.00	$1,074.88	85%
HRDC Office of Housing Opportunity	2016	$7,000.00	x	x	$7,000.00	$0.00	100%
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	$60,489.21	underway		$0.00		0%
Friends Aware, Inc. Residential Rehabilitation	2017	$49,882.21	underway		$0.00		0%
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	$70,489.21	x	x	$0.00		0%
George St. ADA Sidewalks Project	2017	$50,489.21	underway		$0.00		0%
Community Betterment Sidewalks	2017	$101,489.22	underway		$0.00		0%
Homestead Acquisition	2017	$53,813.29	x	x	$0.00		0%
Family Crises Resource Center Shelter	2017	$10,489.21	x	x	$5,966.20	$4,523.01	57%
HACC Jane Frazier Village Sidewalk Improvements Ph. 2	2017	$30,489.21	x	x	$30,489.21	$0.00	100%
Archway Station WRAP Youth Program	2017	$3,096.21	x	x	$994.17	$2,102.04	32%
Short Term Prescription program	2017	$7,489.21	x	x	$0.00		0%
Long Term Prescription Program	2017	$15,489.21	x	x	$0.00		0%
Family Junction Parenting Program	2017	$15,489.21	x	x	$0.00		0%
Cavanaugh Ballfield - Imps. 2	2017	$55,489.21	underway		$0.00		0%
Friends Aware, Inc. - Transportation Project	2017	$9,489.21	x	x	$9,489.21	$0.00	100%
HRDC Emergency Homeless Prevention Program	2017	$20,489.21	x	x	$0.00		0%
Denture Clinic 2017	2017	$6,489.21	x	x	$0.00		0%
Emergency Dental Access	2017	$10,489.21	x	x	$375.00	$10,114.21	4%
Amtrk Infrastructure Improvements Phase 4	2017	$50,489.21	underway		$0.00		0%

Comptroller's Office
Activity Report – January 2018

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of January 2018.

On January 1, 2018 the City had a cash balance of $5.4 million. Disbursements exceeded receipts by $3.3 million in January leaving the City with a cash balance of $2.0 million at January 31, 2018. Most of the excess disbursements over receipts were associated with a transfer of $3.0 million from cash to investments.

As of January 31, 2018, the significant tax receivable balances were as reflected in the table below. The balances prior to FY 2016 are comprised mainly of unpaid personal property taxes. A significant portion of the unpaid personal property taxes are likely uncollectible due to bankruptcies, insolvencies and/or inability to locate owners. We have involved the City Solicitor and are making a serious push to collect past due personal property taxes, but we are likely to have to write off a significant of the taxes which have been due over 3 years.

Taxes receivable (General Fund) $ 2,702,307

	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	$ 2,142,935	$ -	$ 474,097	$ -	$ 1,668,838
FY 2017	571,127	-	54,542	-	516,585
FY 2016	264,734	-	26,054	-	238,680
FY 2015	48,070	-	7	-	48,063
FY 2014	27,106	-	7	-	27,099
FY 2013	25,553	-	-	-	25,553
FY 2012	29,246	-	-	-	29,246
FY 2011	46,782	-	-	-	46,782
Prior FY's	101,461	-	-	-	101,461
	$ 3,257,014	$ -	$ 554,707	$ -	$ 2,702,307

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	$ 874,929
Non-Corp Personal Property	8,687
Corporate Personal Property	230,589
Real Property (semiannual payments)	554,633
Real Property (Half Year)	-
	$ 1,668,838

February is a 2-pay month so the cash required to meet payroll is an estimated $1,100,000.

The City liquidity position continues to be strong as illustrated in the cash and investments table following table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary
January 31, 2018

	Cash	Investments
Beginning Balance	$ 5,368,126	$ 12,029,625
Add:		
Cash Receipts	5,233,029	12,117
Investment Transfer	-	3,000,000
Less:		
Disbursements	5,670,136	-
Investment Transfer	3,000,000	-
Ending Balance	$ 1,931,019	$ 15,041,742
Restricted	$ 398,968	$ 1,103,845

The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

Restricted Cash

	1/1/2018	Increase	Utilization	1/31/2018
Police Seizures	$ 153,815	$ 7	$ -	$ 153,822
Bowers Trust	76,750	-	-	76,750
Restricted Lenders	106,341	-	-	106,341
Other	61,555	500	-	62,055
	$ 398,461	$ 507	$ -	$ 398,968

Restricted Investments

	1/1/2018	Increase	Utilization	1/31/2018
DDC	$ 6,668	$ 7	$ -	$ 6,675
GOB 2013	$ 1,096,066	$ 1,104	$ -	$ 1,097,170
	$ 1,102,734	$-	$-	$ 1,103,845

Other restricted cash in includes demolition bond deposits held and solicited donations for the Al Albrams Field, a Joe Maphis statute and for a P&R Sound Garden at Constitution Park community projects.

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs and projects. There have been no recent draws but the paving and road repair season will begin again in the spring.

Capital Projects and Associated Debt:

The table below illustrates undrawn Maryland CDA bond proceeds and the accumulated debt draws and grants received associated with the ongoing Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	1/1/2018	Utilization	1/31/2018
CDA 2014	$ 870,922	$ -	$ 870,922
CDA 2015	2,290,012	51,734	2,238,278
CDA 2017	786,597	-	786,597
	$ 3,947,531	$ 51,734	$ 3,895,797

CSO Projects (current phase)

	1/1/2018	Utilization	1/31/2018
Evitts Creek Debt	$ 137,303	$ -	$ 137,303
Evitts Creek Grant	-	-	-
WWTP Debt	352,753	-	352,753
WWTP Grant	2,469,266	-	2,469,266
	$ 2,959,322	$ -	$ 2,959,322

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund ($1.7 million), Water Fund ($207,000) and Sewer Fund ($1.3 million) projects and are available to be drawn as required. The General Fund balance is primarily intended for street paving projects. The Water Fund balance is intended to various treatment plant and waterline improvements. The Sewer bond proceeds balances are primarily intended for Flood Control concrete work and wastewater treatment plant improvements and will be utilized as when the plant evaluation is completed. The CDA 2017 bonds is to finance miscellaneous vehicles and equipment. The only CDA draws in January ($52,000) were from CDA 2015 and were associated with Sewer Treatment Plant and Flood Dept expenditures.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. There was no grant or loan activity on the CSO projects in January.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
March 20, 2018

Description
Administrative Services monthly report for January, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

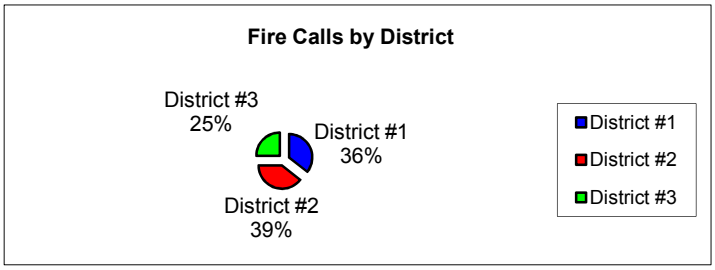
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF FEBRUARY, 2018
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 105 Fire Alarms:

Responses by District:	
District #1	37
District #2	41
District #3	26
Out of City	1
	105



Number of Alarms:		
First Alarms Answered	104	
Fourth Alarms Answered	1	(27/29/31 Prospect Square Fire)
	105	

Calls Listed Below:	
Property Use:	
Public Assembly	3
Educational	1
Institutional	6
Residential	58
Manufacturing	0
Stores and Offices	8
Storage	1
Special Properties	25
Undetermined	3
	105

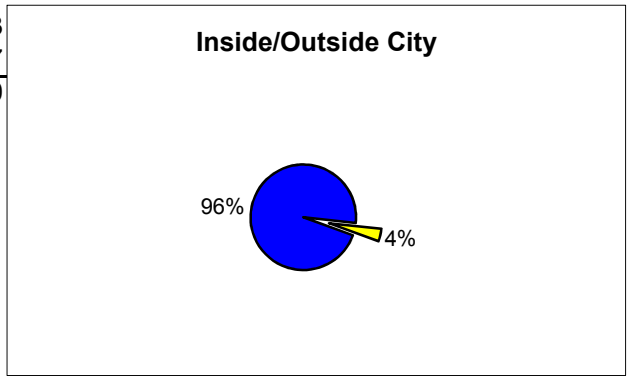
Type of Situation:	
Fire or Explosion	5
Overpressure	3
Rescue Calls	54
Hazardous Conditions	7
Service Calls	15
Good Intent	12
False Calls	9
	105

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	$1,550.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$24,530.00
Fire Service Fees for Fire Calls Paid in February:	$1,432.66
FY2018 Fire Service Fees Paid in FY2018:	$4,645.00
All Fire Service Fees Paid in FY2018:	$6,925.00

Fire Service Fees for Inspections and Permits Billed in February:	$850.00
Fire Service Fees for Inspections and Permits Paid in February:	$850.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,550.00

Cumberland Fire Department Responded to 440 Emergency Medical Calls:

In City Calls	423
Out of City Calls	17
Total	440



Cumberland Fire Department Provided 11 Mutual Aid Calls:

8	Mutual Aid Calls within Allegany County
3	Mutual Aid Calls outside of Allegany County
11	

Cresaptown VFD	8
Ridgeley VFD, WV	3
	11

Cumberland Fire Department Provided 6 Paramedic Assist Calls:

3	Paramedic Assist Calls within Allegany County
3	Paramedic Assist Calls outside of Allegany County
6	

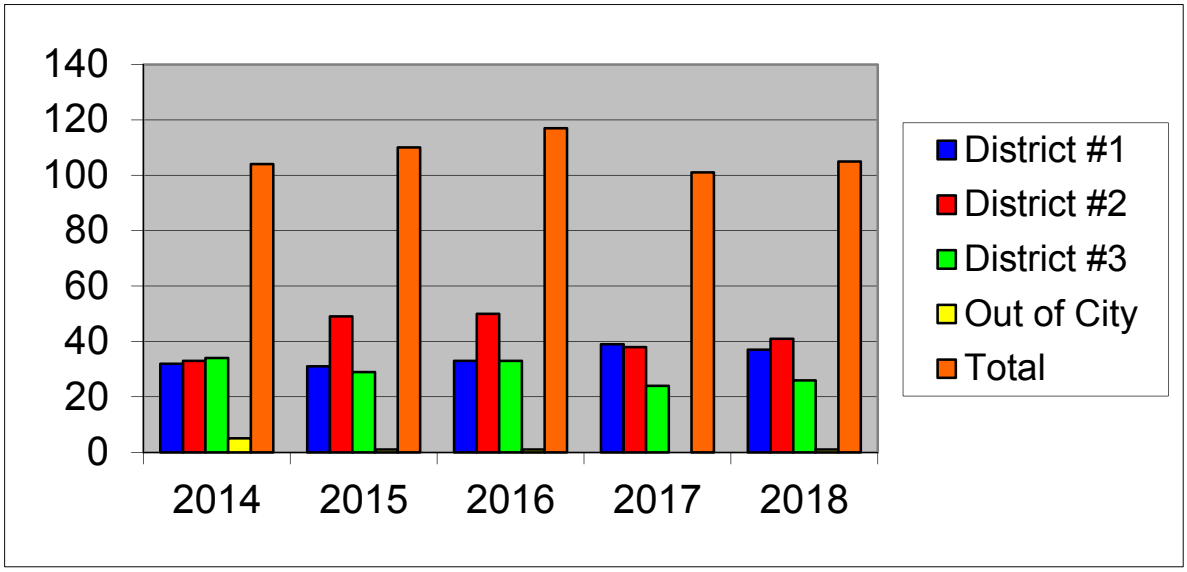
Flintstone VFD	1
LaVale Volunteer Rescue Squad	2
	3
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	1
Springfield Area Rescue Squad, WV	1
	6

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February:	$96,939.67
Ambulance Fees Billed Fiscal Year to Date:	$1,000,219.07
Ambulance Fees Paid: Revenue Received in February:	$78,604.08
FY2018 Ambulance Fees Paid in FY2018:	$550,240.45
Total Ambulance Fees Paid in FY2018:	$711,714.25

(All Ambulance Fees, previous and current fiscal years, Paid in FY2018)

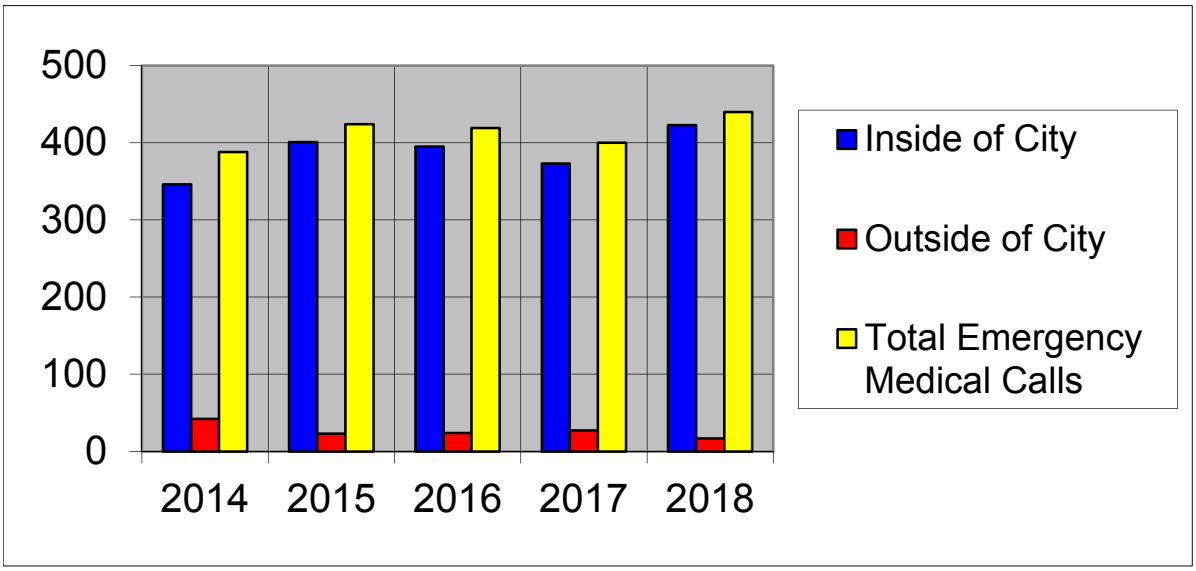
Fire Calls for the Month of February for a Five-Year Period

	2014	2015	2016	2017	2018
District #1	32	31	33	39	37
District #2	33	49	50	38	41
District #3	34	29	33	24	26
Out of City	5	1	1	0	1
Total	104	110	117	101	105



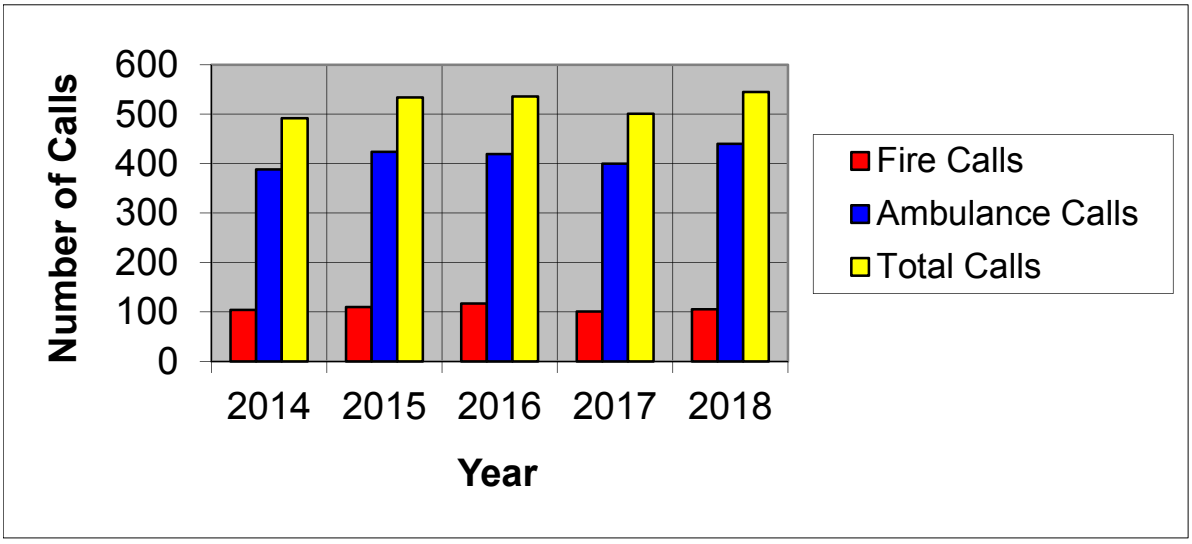
Ambulance Calls in the Month of February for a Five-Year Period

	2014	2015	2016	2017	2018
Inside of City	346	401	395	373	423
Outside of City	42	23	24	27	17
Total Emergency Medical Calls	388	424	419	400	440



Fire and Ambulance Calls in the Month of February for a Five-Year Period

	2014	2015	2016	2017	2018
Fire Calls	104	110	117	101	105
Ambulance Calls	388	424	419	400	440
Total Calls	492	534	536	501	545



Training

Training Man Hours:	248.00	
Active Shooter		10.00
Apparatus Check Procedures		70.00
Annual SCBA Refresher		4.00
In-Service Inspections		4.00
LVAD		9.00
AED Automatic External Defibrillator		39.00
EMS Scene Safety		7.00
ALS Recertification		13.00
Post Incident Review		22.50
Hose Lines		16.50
Haz-Mat Annual Refresher		24.00
Haz-Mat Technician Refresher		14.00
Physical Fitness		15.00
		248.00

Fire Prevention Bureau

Complaints Received	1
Conferences Held	75
Correspondence	15
Inspections Performed	7
Investigations Conducted	11
Plan Reviews	3

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
March 20, 2018

Description
Fire Department monthly report for February, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

February 2018

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

February 2018

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	4 officers
School Resource	2 officers
Academy	2 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	1 full time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time **
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	2 part time
Code Enforcement	2 part time

* = Grant funded ** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 507 HOURS YEAR TO DATE (beginning 7/1/17): 6855 HOURS
COMP TIME USED: 168 HOURS YEAR TO DATE (beginning 7/1/17): 1918 HOURS
SICK TIME USED: 244 HOURS YEAR TO DATE (beginning 7/1/17): 1426 HOURS

OVERTIME REPORT

OVERTIME WORKED: 248 HOURS YEAR TO DATE (beginning 7/1/17): 2668 HOURS
HOSPITAL SECURITY: 165 HOURS YEAR TO DATE (beginning 7/1/17): 1029 HOURS
COURT TIME WORKED: 143 HOURS YEAR TO DATE (beginning 7/1/17): 902 HOURS

TRAINING REPORT

59 OFFICERS ATTENDED 18 TRAINING SESSIONS FOR A TOTAL OF 695 HOURS

City of Cumberland Department of Police

Monthly Report

February 2018

Part 1 Crimes for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Aggravated Assaults	7	3	B & E (All)	13	13	Murder	0	0	Rape	1	1
Robbery	2	1	Theft - Felony	1	6	Theft - Vehicle	2	2			

Selected Criminal Complaints for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Theft - Misdemeanor	26	19	Theft - Petty	35	18	Domestic Assaults	24	21	CDS	84	61
Disturbances	150	134	DOP/Vandalism	35	26	Indecent Exposure	3	2	Sex Off - Other	3	2
Suicide	1	1	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	2
Trespassing	12	20	Assault on Police	2	3	Assault Other	31	27			

Selected Miscellenous Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alcohol Volations	4	3	Juvenile Compl.	10	6	Missing Persons	7	7	School Resource	66	62
School Threat	2	3	Sex Off. Regist.	10	10	Truancy	5	14	Death Investigation	5	4

Selected Traffic Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
DWI	4	8	Hit & Run	27	28	M/V Crash	67	59	Traffic Stop	391	427

Selected Service Calls for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alarms	57	53	Assist Motorist	26	38	Check Well-Being	92	97	Foot Patrol	74	22
Assist Other Agency	73	65	Bike Patrol	2	0	Special Events	13	6	Suspicious Activity	100	72

Arrests Totals for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
M/V Citations	51	72	M/V Warnings	323	338	Adult Arrests	144	130	Juvenile Arrests	19	20

	2017	2018
Total Incidents Reported :	**2,085**	**2,068**

Charles Hinnant - Chief of Police

Regular Council Agenda
March 20, 2018

Description
Police Department monthly report for February, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: February 6, 2018

I. Pledge of Allegiance

II. Roll Call

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., Eugene Frazier

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Charles Hinnant, Chief of Police; Donald Dunn, Fire Chief; Marjorie Woodring, City Clerk

III. Statement of Closed Meeting

1. Closed Session Summary Statement for the closed session held January 30, 2018

Mayor Grim announced that a Closed Session had been held on January 30, 2018, at 5:00 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

IV. Presentations

1. State of the City remarks from Mayor Grim

Mayor Grim provided a State of the City address, the narrative of which is attached to these minutes.

V. Director's Reports

(A) Public Works

1. Engineering Division monthly report for December, 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

2. Maintenance Division monthly report for December, 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

3. Utilities Division monthly report for December, 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

4. Shade Tree Commission Annual Report for 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

(B) Administrative Services

1. Administrative Services monthly report for November, 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

(C) Fire

1. Fire Department monthly report for December, 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

(D) Police

1. Police Department monthly report for December, 2017

Motion to approve the report was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

VI. Approval of Minutes

1. Approval of the Regular Session Minutes of December 5 and December 19, 2017

Motion to approve the minutes was made by Bernard, seconded by Caporale, and was passed on a vote of 5-0.

VII. Public Hearings

1. Public Hearing to receive requests from organizations seeking support through the City's hotel/motel funds

Mayor Grim convened the public hearing at 6:46 p.m.

The following individuals spoke on behalf of their respective organizations to request support from the hotel/motel funds:

Joseph Carter, Alhambra Catholic Invitational Tournament; Julie Westendorff, Allegany Arts Council; Lindsay Linsday, Allegany County Historical Society; Joe Weaver, Allegany County Museum; Richard Biancone, BW Girls Invitational Tournament; Dee Dee Ritchie, Canal Place; Ed Taylor, Jr., Cumberland Historic Cemetery Organization; Kimberly Rowley, Cumberland Summer Theatre; Trish Morgan, Embassy Theatre; Kathleen Breighner, Friends Aware; Maureen Brewer, Mountain Maryland Trails; Ryan Mullaney, Mountainside Baroque; Karen Slemmer, Tri-State Concert Association; Bruce Pfeifor, Western Maryland Scenic Railroad; Peggy Keene, Womens Civic Club

Mayor Grim adjourned the public hearing at 7:41 p.m.

2. Public Hearing to receive project requests for Community Development Block Grant Funding for the 2018-2019 fiscal year

Mayor Grim convened the public hearing at 7:41 p.m.

Lee Borror, Community Development Specialist, reviewed program accomplishments for 2016, which distributed $730,431 in funding. She reviewed requirements for the 2018 Annual Plan Application, stating that $710,000 was estimated to be available for projects that addressed needs in housing/rehabilitation, public facilities/infrastructure improvements, administration/planning, economic development, and public services.

Staff recommendations were expected to be presented at the April 3, 2018 public meeting. Public comments for update of the Cumberland Citizen Participation Plan would be accepted through April 17, 2018. Final approval by HUD was expected by September, 2018.

The following individuals spoke on behalf of their organization to request funding through the CDBG program:

Don Enterline, YMCA; Kathleen Breighner, Friends Aware, Inc., Dianna Clark, Associated Charities; Susan Malone, HRDC; Sarah Kaiser, Family Crises Resource Center; Melody Peterson, Salvation Army; Richard Kerns, AHEC West

Mayor Grim closed the public hearing at 8:11 p.m.

VIII. New Business

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing execution of a deed to convey to Cumberland Housing Alliance, Inc. certain surplus property known as 32 Virginia Avenue, 34 Virginia Avenue, 321-323 Pennsylvania Avenue, and 325 Pennsylvania Avenue to be used in the Cumberland Housing Revitalization Program

Mr. Rhodes reviewed the Ordinance and advised that the Housing Alliance intended to building new construction on the sites that were being transferred to them by the City, as part of the revitalization program.

FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the reading and table until the next meeting was made by Caporale, seconded by Cioni, and passed on a vote of 5-0.

2. Ordinance *(1st reading)* - authorizing execution of a contract for the exchange of 408 Broadway Street (owned by the City) for 624 Maryland Avenue (owned by David and Linda Spiker), execution of a deed for the transfer of 408 Broadway Street to the Spikers, and execution of supplemental documents necessary for the transfer

   Mr. Rhodes reviewed the Ordinance, stating that the property at 624 Maryland Avenue had been on the City's radar to acquire for awhile and its exchange for 408 Broadway, which was currently owned by the City, would allow the City to capture that property.

   FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the reading and table for two weeks was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim entertained questions or comments prior to vote. Motion to approve Consent Agenda items 1-16 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order authorizing the acceptance of Allegany County Community Enhancement Program Funding in the amount of $210,000 for abatement and demolition costs, and tipping fees pertaining to the Maryland Avenue Redevelopment Project; and authorizing expenditures to the Mountain View Landfill and CEDC, as well as all other costs associated with this project

   ORDER NO. 26,231

2. Order allowing for a Special Taxing District tax exemption for 55 Baltimore Street for the 2017/2018 tax year in the amount of $1,074.91

   ORDER NO. 26,232

3. Order authorizing the execution of a letter regarding the Cable Television Franchise Agreement dated July 8, 2008 with Atlantic Broadband (Penn) LLC, granting Atlantic Broadband approval to refinance its credit agreement, pursuant to which Atlantic Broadband will grant a security interest in certain assets within the city

   Prior to vote, Mike Cohen clarified that the City was not the lender in this agreement. Atlantic Broadband would be redefining their debt and obtaining a line of credit from a third party in order to upgrade their services. The lending would have no effect on anything that concerns the City, but the franchise provisions of the City Code require that the Mayor and Council provide this consent.

   ORDER NO. 26,233

4. Order authorizing the execution of a letter of agreement with Verizon Maryland, LLC acknowledging their option to renew for one year (to be effective July 1, 2018 through June 30, 2019) the term of the original lease for three (3) parking spaces in the George Street

Garage for $75/space; and granting the option to further renew the term of the Lease for one (1) additional period of July 1, 2019 - June 30, 2020 under the same terms and conditions

ORDER NO. 26,234

5. Order declaring certain vehicles and equipment to be surplus and authorizing them for sale, trade-in, or disposal

   ORDER NO. 26,235

6. Order accepting the sole source proposal from Carl Belt, Inc. for the emergency repair of a 30" water valve near Baltimore Avenue that is currently inoperable for the estimated amount of $55,000, as provided for by Section 2-171(c) of the City Code

   ORDER NO. 26,236

7. Order authorizing the appointment of Dr. Henry Bullamore and Timothy Hoffman to the Historic Preservation Commission for a three-year term to be effective 12/31/17 - 12/31/20

   ORDER NO. 26,237

8. Order accepting the bid of Delray Industries, Inc. to provide a Breathing Air Purification System for the amount not-to-exceed $38,521 and rejecting all other bids; and approving an appropriation to the FY18 General Fund Public Safety Budget in the amount of $38,521 as the Allegany County Government intends to reimburse the City for the cost of this equipment

   ORDER NO. 26,238

9. Order accepting the bid of Hertrich Fleet Services, Inc., to supply a 2018 Chevrolet Truck w/Crew Cab for the amount not-to-exceed $68,978 and rejecting all other bids

   ORDER NO. 26,239

10. Order accepting the bid of Timbrook Automotive for the supply of two (2) new Ford F550 Regular Cab 4x4 Dump Trucks for the amount of $154,944 and rejecting all other bids

    ORDER NO. 26,240

11. Order accepting the State Bid from Hertrich Fleet Services Inc. for two sedan police replacement vehicles at a cost not-to-exceed $50,528.00 and one replacement SUV police vehicle at a cost not-to-exceed $28,132.00 for a total expenditure not-to-exceed $78,660.00

    ORDER NO. 26,241

12. Order accepting the request to accept the State Bid from General Sales Administration t/a Major Police Supply for outfitting two sedan police replacement vehicles at a cost of $32,595.88 and the outfitting of one replacement SUV police vehicle at a cost of $16,237.53 for a total expenditure of $48,833.41

    ORDER NO. 26,242

13. Order accepting the sole source proposal from J&J Truck Equipment, 422 Riggs Road, Somerset, PA 15501, to provide body work services and install an air compressor on a Chevrolet 3500 DRW for the amount not-to-exceed $19,850

    ORDER NO. 26,243

14. Order approving the Central Business District Facade Improvement Program project application for 2282-234 North Centre Street, owned by Arielle and Doug Warren, in the amount of $4,987.50

    ORDER NO. 26,244

15. Order authorizing the execution of a FY18 Community Legacy Program Grant Agreement with MD DHCD for the provision of $75,000 in grant funds for the continuance of the Leasehold Redevelopment Program

    ORDER NO. 26,245

16. Order authorizing execution of a Donation Agreement with the Owner of the property at 12-14 Marion Street to transfer said property to the City, including addenda to correct the name of the City and to provide that the City shall receive a $10,000 seller concession; authorizing acceptance of the deed, provisions for extending the closing date, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

    ORDER NO. 26,246

(C) Letters, Petitions

1. Letter from Race Director Sharon Ellsworth requesting permission to hold the Fourth Annual ACAS Howards 25K Run at 7:00 a.m. and the Paws on the Pavement 5K at 8:00 a.m. on Sunday August 19, 2018. The 25K race will start at the Frostburg Depot and end at Canal Place. The Sweet Pea Shuffle, a dog walking event, will be held on Saturday, August 18th.

   The letter was acknowledged and entered into the public record. The Mayor and Council provided approval for the event.

2. Letter from Race Director Megan Mertz requesting permission to hold the Third Annual Mental Health Matters 5-Mile Run and 1.5 Mile Walk on Saturday, May 12, 2018 at 8:00 a.m. in Cumberland

   The letter was acknowledged and entered into the public record. The Mayor and Council provided approval for the event.

IX. Public Comments

Mayor Grim recognized Maryland District Court Judge Jack Price, who was in attendance.

Wayne Hedrick, 206 Oak Street, questioned how long the Neighborhood Advisory Commission had not been meeting and whether there were plans to restart the group. Councilman Bernard advised that the Commission had not been meeting for about 6 months because, unfortunately, no one had been showing up for the meetings. He discussed the

various initiatives that had been used to try to revamp the Commission, but that it had been to no avail. He stated the Commission had not been formally dissolved and it would be nice to get it up and running again.

Bud Knell, 615 Washington Street, raised numerous concerns regarding the West Side Bridge project and asked for an update on what was happening with the bridge. Mike Cohen advised that as far as the legal end, special counsel had been retained to provide advice regarding certain legal issues, but the matter was not in a litigation phase.The matter was still in negotiation with discussions between City staff and CSX representatives. Mr. Rhodes discussed that CSX had been receptive to the design that had been presented but had questions about the nature of the design and that the City also had questions about whether the design will work. He further discussed that the City had met with the County the previous week and the County had expressed interest in helping to fund bridge solutions. The City may have to participate in the solution to a larger degree than originally thought because of the position CSX has taken.

Mr. Rhodes advised that there is a potentially a higher priority problem with the Baltimore Street bridge and discussed those issues involving the poor condition of the underside of the bridge. Although repair of the Baltimore Street bridge has been a priority funding project of the City for many years, the project had been pushed back each year. He discussed possible funding sources, including federal dollars.

Upon questioning from Mr. Knell, Mr. Rhodes discussed various scenarios for completing the Washington Street bridge repair and Mayor Grim advised that it was not realistic to assume that the repairs could be done in a short period of time.

Mr. Knell asked each Council Member to stated where they stand on the project and whether they were happy with the progress. Council individually noted that they wanted to see the bridge fixed as soon as possible and expressed frustration with the delays, funding issues, and design issues that stood in the way of the repairs.

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 8:43 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, January 30, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, January 30, 2018, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss the evaluation of the performance and the potential discipline of a particular employee. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1).

Persons in attendance included:

Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier, City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring.

On a motion made by Councilman Frazier and seconded by Councilman Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:31 p.m.

Brian K. Grim, Mayor

Entered into the public record on FEB - 6 2018

"State of the City – 2018"

February 6, 2018

2017 was another year full of projects, events and achievements in the City of Cumberland, one that kept the Council and shrinking City staff extremely busy. At the beginning of the year, we welcomed the newest member of Council, Eugene Frazier, as he was sworn into office in January.

Running on an agenda of aggressive investment in infrastructure and bold efforts to advocate for economic development initiatives, the residents of Cumberland spoke loud and clear in the 2016 election by re-electing Councilman Caporale to another four year term, for which he was sworn into office in January, as well.

The challenges before the City continued to be the pressing issue driving the decisions of the Council and City Administration, as focus remained on investment into infrastructure and economic development, while simultaneously working on the deadly drug epidemic. The City tackled continued challenges with financial decision making, recognizing that through 2017, the citycontinued to invest near 100% of what it collects in property taxes, into public safety, while faced with a recent history of tax base decline due to assessment decreases. City leaders continued significant financial and time investment into growing the tax base and wrestled with a budget that simply didn't add up. The Council held many public meetings, including a Town Hall meeting to discuss the challenges currently facing the City and while there remained a lack of citizen consensus on a direction, opinions were in direct conflict, requesting no service reductions for the most part, and even some increase of services, yet no tax rate increases for the most part. The Council carefully considered the citizen input, which amounted to a very small portion of the population and made the difficult decision to both reduce positions in the city and cut spending where possible, potentially impacting services, and hold the tax rate increase to 9.75%.

The Council recognized that difficult decisions still loom ahead in the short and long term future, as do financial obligations and commitments.

There is no question that our city finances remain fragile, but there's good news. Seven years ago, the city was experiencing significant challenges financially. Within one year, the city had ended the dependency on tax anticipation notes. By year three, the city was "in the black." And again in 2017, the city remained "in the black," maintaining a positive fund balance. It hasn't been all easy decisions, but this Administration remained committed to being responsible financial stewards. We remained committed to moving Cumberland forward. We've made tough choices but along with the City Administrator, the CityComptroller, and city staff, the city's bottom line has improved.

Things have gotten better in Cumberland and more than anything, I am happy to report to you that the state of our city continues to be one that is improving. At a time when we've paved more streets, removed more blight, and marketed our community for economic development and tourism, the achievements the city has made this past year are without a doubt the story of the year in our community!

The past year has been a busy one in Cumberland, but a productive one just the same. The Council and I established a vision for our community and together, Dave, Seth, Rock, Eugene and I worked to continue to move our city forward.

Throughout the year, the city has remained committed to delivering essential government services. While the financial situation has improved, there is still much more work to be done. And don't mistake the financial improvement for anything other than that necessary to effectively operate our city. Responsible stewardship of city funds has provided the capital our city needs to function every day rather than taking out massive, short term loans that cost city taxpayers tens or hundreds of thousands of dollars each year in interest. The city is turning the corner, but work continues and will continue for years to come.

This past year, we moved forward many initiatives. An economic development strategic plan that was completed and accepted by the Council just a few years ago, saw efforts further take shape. Several opportunity sites identified in the plan, after significant public input, moved forward, including in Downtown Cumberland and within the

Rolling Mill Neighborhood. True to the Administration's commitment, the publicly vetted Economic Development Strategic Plan will not be a book end or a fixture on a shelf. This Administration showed in 2017, a commitment to actually following through with plans rather than paying for them to be drafted, only to sit for decades without action. This Administration took the bold steps to grow the business community, increase economic development, create jobs, and grow the tax base of the city.

UNEMPLOYMENT

The city's unemployment rate continued to remain lower than in the recent past. While the unemployment rate in 2010 was 9.8%, in 2017, it fell to the lowest in the past decade at 5.2% by the end of the year, according to the U.S. Bureau of Labor Statistics.

NATURAL RESOURCES

The City continued its commitment to making our cityscape green by planting 129 trees in coordination with other community groups and students and was named a Tree City USA for the 20th year. The one man department overseeing these activities also removed 70 unhealthy or interfering trees within the city. The department lead the effort to update the forest management plan for Lake Koon and Lake Gordon and assisted in the efforts to create a multi-purpose trail from Rocky Gap's Lake Habeeb to theCity owned property at Lake Gordon, promoting more outdoor recreational opportunities.

Efforts continued to maintain and beautify Smith Park in South Cumberland and in Downtown, Giarritta Park and Elliott Park. The department also obtained a tree from Estonia to be planted in the City, in recognition of the City's ongoing Sister Cityrelationship with Viljandi, Estonia. Additional efforts in 2018 will be undertaken to create a small Viljandi Park in Cumberland.

RECYCLING

The curbside recycling program completed its third full year of collections, initiated and begun with no additional cost to cityresidents. Over 300 tons of co-mingled glass bottles, plastic bottles, cans, cardboard and paper were collected, diverted away from the landfill and recycled. The department also launched the Recycle Coach App to provide the recycling calendar to Cumberland residents on their smart phone. A link to the app is on the City's website.

PARKS AND RECREATION

The Parks and Recreation Department utilized a Community Parks and Recreation Grant in the amount of $278,000 for improvements to the Constitution Park Pool. The pool liner was replaced and renovations were made to the bath house. The children's wading pool received a liner for the first time in the history of the pool.

Renovations to the Cavanaugh Field restroom and concession building were completed in July, utilizing Community Development Block Grant funds.

The City partnered with WCBC Radio and the Pittsburgh Pirates Charities Grant, along with Dapper Dan, to make field improvements to the Al Abrams Little League Baseball field, with one phase of improvements already complete and more to come.

The Constitution Park pool operated for 82 days and saw a total of 12, 215 swimmers for the season with an additional 3,556 summer day camp visitors to the Park.

The City was awarded the Community Parks and Playground Award in a partnership with Allegany College of Maryland to build a softball field at Allegany College to be used by the College in the school year and by the Girls Softball League of Cumberland throughout the summer season. The construction will begin in the Spring.

WATER AND WASTEWATER

The city completed the 103rd year of operation of the Evitt's Creek Water Company, specifically of the dam. The Cumberland Water Treatment Plant produced two billion, 485 million gallons of water for consumption. The Plant was recognized for 100% compliance of all state and federal regulations in 2017.

The wastewater treatment plant treated over three billion, 800 million gallons of wastewater, over one and a half billion more gallons than the water treatment plant produced for consumption. The wastewater treatment plant also received recognition for 100% compliance with state and federal regulations. Further, staff should be commended for the award of a $300,000.00 Chesapeake Bay Restoration Fund Grant for achieving an average of less than 3 milligrams per liter of total nitrogen, an exceptional accomplishment on their part.

PUBLIC WORKS – SEWER DEPARTMENT

The wastewater collection and flood control departments worked cooperatively throughout the year with a staff of only 11, two fewer than in 2016, flushing out more than 45,000 feet – over 8.5 miles of sewer mains, mowing 460 acres of flood control property, and repairing or rebuilding 27 catch basins. The department also removed trees on city owned parcels along the flood control and replaced motors, gears, pumps and doors to stations to keep the system in successful operation. 80 tons of rock, sand and debris were removed from the Wills Creek flood control channel by staff.

PUBLIC WORKS – WATER DEPARTMENT

The Water Department, taking on most notably the replacement and repairs of water lines in the city, with a staff of just 18, responded to 9,119 service calls in 2017. Take a moment to let that sink in, as an overall city staff size is decreasing, that 18 individuals responded to 9,119 service calls in one year.

They also replaced 13 fire hydrants, flushed 1,349 hydrants in the city, replaced 4 valves, moved 129 meters outside of homes, and replaced 685 feet of water mains. These guys are heroes! They worked, as usual, without noticeable impacts, including in dangerous weather conditions and at all hours of the day and night.

PUBLIC WORKS – STREET DEPARTMENT

The City's Streets and Parks Department, a combination of street crews and the parks maintenance staff, totaling only 17 individuals, took on significant infrastructure needs, including maintenance of sidewalks, repairs of streets, mowing public property and maintaining city owned ball fields and park spaces.

During the year, 270 tons of blacktop patches were completed by the departments, ranging from utility cut repairs to larger repairs to city streets. Over 4,500 miles of city streets were cleaned by the street sweeper, with more than 200 tons of debris removed from the streets and transported to the landfill.

And through 11 winter weather events, and 17" of snow and ice, the department deployed 600 tons of salt and deicer onto citystreets. The same crews that in warm weather maintain the city's 12 ball fields and recreational areas transition into winter service as plow drivers, maintaining access throughout and around Cumberland. They mowed 125 acres of public property throughout the warm weather months.

Internally, the city paved portions of three streets, using department employees, laying more than 450 tons of asphalt. They also replaced or repaired 221 traffic and street signs.

In the fall, the department was responsible for the leaf collection program that resulted in 47 tons of leaves hauled away.

The staff was also deployed to remove the gazebo at Riverside Park and retain those pieces that may be useful in constructing a future gazebo in the city.

PUBLIC WORKS – MECHANICS

The City's three mechanics maintained the city fleet, including 1,490 vehicle services and 440 public safety fleet maintenance projects. Three mechanics in the city are responsible for repairing everything from plow trucks to lawn mowers, police cars to dump trucks.

FIRE DEPARTMENT

The City Fire Department responded to an extremely high number of calls again in 2017, nearly matching the number of calls in 2016. 6,685 emergency incidents brought a response, of which 1,382 were fire calls and 5,303 were ambulance calls. 3,800 patients received transport services. 552 priority 1 and priority 2 patients were transported with life saving critical care intervention, making the response time of the 24/7 department a truly life saving service. Of the calls logged, 258 of them were outside of the city limits.

Despite a shrinking city tax base, calls for public safety services continue to remain high. The department decreased by five positions as a result of three retirements and two resignations. Simple math tells us that reducing staff in the face of increasing and high volumes of calls cannot continue to work.

TAX BASE

Headed into 2017, Cumberland was able to maintain public safety services, despite a more than $50 million taxable base decline over the preceding years and a loss of $25 million worth of assessable base in 2015, a trend resulting in fewer dollars being available to city government for continuity of services.

POLICE DEPARTMENT

The Cumberland Police Department continued to hold national accreditation that was earned in 2015, from the Commission on Accreditation for Law Enforcement Agencies. The Department conducted its 9th consecutive Police Youth Summer Camp, with 58 students in middle school participating. PFC Chris Fraley continued as the National Association of School Resource Officers Region 2 Director, encompassing Maryland, Virginia, West Virginia and Ohio. PFC Vince Monteleone was elected to serve as President of the Maryland Tactical Association, comprised of 28 SWAT teams from across Maryland. PFC Jeremy Hedrick was presented the Life Saving Award as a result of an incident in July, after saving the life of a drowning youth. Sgt Jeremy Robison was presented a Life Saving Award as a result of an incident in August.

Working with the Board of Education and the American Automobile Association, the police department increased the School Safety Patrol program to include all three city elementary schools. Councilman Bernard worked with Chief Hinnant and the Allegany County Board of Education to build a reward program in schools to prevent drug use among students.

For the fifth consecutive year, the department received the Governor's Office of Crime Control and Prevention funding for the Safe Streets initiative to reduce crime in the City of Cumberland. A Department of Justice COPS Hiring Grant was also awarded to the department – a significant achievement given the competition, but a testament to the professionalism of the department – in the amount of $375,000 to be used over a three year period to supplement salary and benefits of three officers.

Five replacement officers were hired in 2017 and the department handled 27,386 calls, including 40 CERT callouts, supporting incidents in the City and throughout Allegany County, including by C3I Narcotics and the Allegany County Sheriff's Department, involving drug investigations, wanted persons, firearm violations and criminal misconduct.

In part, to combat the heroin epidemic, the department was awarded the Governor's Office of Crime Control and Prevention Grant to continue Safe Streets efforts and to focus on the opioid epidemic. Additionally, the department utilized the Drug Abatement Response Team, combining police resources and those of a counselor of the Western Maryland Health System to follow-up on overdose victims to assess their needs, share treatment information and encourage them to enter a recovery program. A Heroin Coordinator was also hired to track heroin statistics and share intelligence information about suppliers to aid in drug investigations.

The city held its third "National Night Out" event, aimed at promoting greater community engagement, strengthening of neighborhoods, and improving partnerships and neighborhood relationships with police officers and held the third Citizens' Police Academy.

Ultimately in 2017, the department reports 34 fewer heroin overdoses than in 2016 and 11 fewer deaths. While it is difficult to attribute these numbers directly to any specific actions, a comprehensive strategy by law enforcement and by related services throughout the community that coordinate with law enforcement are tackling the epidemic with all tools possible.

CSX BRIDGES

The City worked with CSX to encourage bridge replacements on Washington Street, Cumberland Street and Fayette Street continuing to stress the importance of those passage ways, and ultimately resulting in a meeting with CSX, where CSX representatives heard a proposal that would allow retention of the bridges to vehicular traffic, a must from City officials. These meetings built upon communications, meetings and efforts of several years, to reach a conclusion. The City remained committed to retaining all three bridges for vehicular access.

Federal, state and local officials met on the topic and continue to work cooperatively on the situation, however funding remains a challenge with CSX refusing to fund the replacement of their own bridges. Even federal bridge replacement dollars, while helpful, may not provide all of the funds needed and other bridge projects in the City will likely draw those dollars first, including the need for repairs in the near future to the Baltimore Street bridge over Wills Creek, a priority of the City moving forward.

COMMUNITY DEVELOPMENT

Thirteen blighted residential properties were purchased by the city in 2017 as part of a blight removal effort, with focus on the Maryland Avenue corridor into the City of Cumberland. Notable demolitions that occurred within the city included the former drive in bank at White Oaks Plaza, 316 Baltimore Avenue, the corner of Altamont Terrace and Baltimore Avenue, 105-107 Industrial Boulevard, 111 Independence Street, 940 Glenwood Street, 321-323 Pennsylvania Avenue, 325 Pennsylvania Avenue, 532 North Centre Street, and the Former Brunswick Hotel which had already begun to collapse.

Construction and growth projects in the city matched pace with blight removal, including the introduction of Grow West on Kelly Road, the new Hampton Inn, construction of the new Roy Rogers was completed, the new Allegany High School construction began. Major work to get the Footer Dye Works to completion took place, and new restaurants announced their opening in Downtown Cumberland. Five new residential homes were also constructed in the city

City code enforcement opened 497 new property maintenance or nuisance cases, double the amount from 2016, and oversaw 2,866 permits that were received.

Community Legacy funds were awarded to the City for the purpose a Leasehold Improvement Grant allowing for specific capital improvement funding to businesses to encourage new business or expansion of businesses. The Cumberland Theatre Rehabilitation Project also received an award of Legacy funds for theatre infrastructure improvements.

Aided by a $25,000 Technical Assistance Grant from the Maryland Department of Housing and Community Development and additional CDBG funding, the city entered into a contract with West Virginia University Law Clinic to develop a Blight Action Plan to survey all 11,000 structures in the City of Cumberland and evaluate them according to established criteria. Date collection was completed in 2017 and a final report is expected in May 2018.

Staff and the citizen Historic Preservation Commission reviewed 27 Certificates of Appropriateness for renovation, updates, changes and improvements to business properties and homes within the historic district, highlighting the level of investment currently going on within the business community and residential property improvements.

ENGINEERING

The City continued to see major street improvements including paving of portions or full streets including Fayette Street, Wilmont Avenue, Bedford Street, South Chase Street, Eastern Avenue, Yost Avenue, Spruce Place and Willison Place. The Mechanic Street repaving project was submitted for state approval and is expected to begin construction in the summer of 2018.

Bike improvements were completed in the Bedford and Frederick Street corridor as well as the Mechanic and Centre Street corridor, adding 6.6 miles of bikeways to the City of Cumberland, funded by grants.

The City's efforts to lobby for state support for the mandated CSO upgrades at the wastewater treatment plant resulted in funding to bring the storage facility project to fruition, saving the users of the city's wastewater treatment facility tens of millions of dollars. The improvements will result in a cleaner Potomac River and fulfilling the state mandate, allowing the cityto begin focusing on the second phase of the project, the installation of a new line with greater capacity from a pump station near Canal Place to the wastewater treatment plant. The storage facility project will cost $26.5 million and is currently underway.

And while not a City project, staff assisted SHA in the completion of the Michigan Left turn on Industrial Boulevard, near Virginia Avenue, thereby reducing the wait time at the traffic light that has for decades been a point of frustration for many cityresidents.

The City Council voted to approve a plan to move forward with investment into Baltimore Street, the Downtown Cumberland Mall. Underground infrastructure was recognized for being in poor condition and grant and funding requests were successful in finding the funding for significant infrastructure replacement, but necessitate a street be built above. Many stakeholders have amplified the calls for open traffic on the Mall, but the Council has remained committed to protecting all stakeholders to allow for a better business environment, better access, availability of events, outdoor dining, and use of the open space. The Council voiced a desire to see a flexible space created to accommodate many community needs and invite and promote growth.

Indeed, 2017 was a year of bold actions by the city, but not just from the Mayor and City Council. The leadership of the CityAdministrator, city department leaders and all city employees allowed a city with a shrunken tax base to continue to provide quality services, despite reductions in staff and calls by citizens to simultaneously reduce costs further and retain services even so.

Looking ahead to 2018, the city will continue to engage in efforts to grow its tax base, by reinvesting in neighborhoods, encouraging economic development, promoting programs such as Neighborhoods Matter to get residents the resources that they need and the enforcement necessary to improve residential dwellings. The results of the West Virginia University Study may be eye opening and will demand a comprehensive blight eradication effort in Cumberland. Bold efforts to promote significant tax base growth to continue critical city services will be a major focus for the city in 2018.

In fact, 2017 has brought about a significant list of achievements in one year. It's a bold list of efforts undertaken and successes achieved.

I can say with great confidence that 2018 will be a year of progress in Cumberland. Efforts will continue to improve housing inventory, including through blight reduction. Investments into neighborhoods will continue. Infrastructure projects will be a priority with more street paving to take place. And economic development will play a major role in the year. We will continue to focus efforts on combating the heroin epidemic, encouraging existing and newly created resources to help those fighting addiction, and support police efforts to round up dealers and deliver them to the hands of the judiciary.

Yes, the state of our city is strong, despite a shrinking tax base, which will necessitate more changes throughout 2018 and beyond. When I say that our city is strong, there is a necessary asterisk on the word "strong." As city leaders, we will turn to the citizens for guidance in 2018 and beyond to solve the structural financial issues facing Cumberland. Citizens will have the opportunity and obligation to weigh in on how they want the city to continue to function with respect to taxes, public safety and reinvestment. With tens of millions of dollars worth of assessable tax base decline within recent years, challenges now exist with maintaining current services in the city. And every time that citizens turn to government for answers and expect more from government, those requests must be matched with new revenue streams, which would likely necessitate tax rate increases. Let me emphasize this statement in bold. **Cumberland citizens must reach consensus on what they expect from their city!**

The City is faced with a very serious reality. When the industries that previously supported our city moved overseas and away from our community, they took with them a working class of people. Those people were the tax base of

the city. And when those individuals followed work elsewhere, they didn't take with them streets, sidewalks, water lines and buildings. Instead, thecity lost half of its tax base and retained all of the financial obligations of infrastructure meant to support double the population. Looking not into the distant future, but into the future of tomorrow, staring us in the face today, this elected body will have the monumental task of shaping the long term future of Cumberland by deciding, along with continually requested citizen input, how will Cumberland continue to financially survive?

We will acknowledge the importance of professional public safety services, along with a need to reinvest in our community. That's where we must hear from the citizens of this great city to answer the elephant in the room question. What do you want your city to look like in the next four, eight and twenty years? With local government able to only marginally shift the financial barometer, citizens must engage this elected body and clearly share their thoughts.

Citizens will have an opportunity to weigh in with votes this June and November. There will be elections for Mayor and twoCity Council seats. And citizens will have to listen very carefully to the promises made by candidates for office. When they promise you more of something – more street paving, more police, or enhanced services – ask them how they will pay for it. When they promise you cuts to your tax bill, ask them what services they will cut. When they promise you new development or to stop development, ask them why, who will pay the bills, and how to they plan to promote tax base growth to continue to maintain city infrastructure. Ask questions! Get involved! Don't just sit back and complain! Be bold and take action!

This is a time for change in Cumberland. It is a time for focus on business attraction, population growth and economic investment. Big, bold decisions must to be made to keep Cumberland on a positive trajectory.

I applaud residents for working with the city. I appreciate the dedication and devotion of all city staff for working to make ourcity a better place. And I appreciate the cooperation and efforts of the City Council for keeping our city strong. This is a time for citizens to get engaged.

Cumberland is at a point of decision making. Citizens must weigh in on the question, will we continue to move forward with a progressive vision to create more economic opportunity and transform our community, or will we falter at the hands of fear and loathing of change? I believe this Administration has remained clear and consistent that we are optimistic, we believe in the potential for Cumberland, and we will support investment in growth opportunities.

I look forward to another successful year in 2018. We're on the brink of some great changes that will help Cumberland. And 2018 is a year to continue being bold.

Regular Council Agenda
March 20, 2018

Description
Approval of the Regular Session Minutes of February 6, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, January 30, 2018
5:00 p.m.

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene T. Frazier

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor; and Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss the evaluation of the performance and the potential discipline of a particular employee was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Annotated Code of Maryland, State Government

- Section 10-508 (a) (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; or any other personnel matter that affects one or more specific individuals

Minutes approved: _____

Brian K. Grim, Mayor _____

Regular Council Agenda
March 20, 2018

Description
Approval of the Closed Session Minutes of January 30, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 20, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 20, 2018____

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Comptroller be and is hereby authorized to reimburse the Allegany County Department of Emergency Services in the amount of One Hundred Twenty Thousand, Seven Hundred Fifteen Dollars and Thirty-Six Cents ($120,715.36) for the purchase of two (2) mobile radios and seventeen (17) portable radios with speaker mics and chargers that are needed to meet Maryland statewide interoperability.

_____

Brian K. Grim, Mayor

Budgeted: Fire Department FY18 - 001.043.64000

Bill To
20 Bedford Street
Public Safety Building
Cumberland, MD 21502

Ship To
20 Bedford Street
Public Safety Building
Cumberland, MD 21502

Reprint Purchase Order
No. 2018-00000788

03/02/18

Vendor 362 ALLEGANY COUNTY DEPT. OF EMERGENCY SERVICES

Contact
ALLEGANY COUNTY DEPT. OF EMERGENCY SERVICES
11400 P.P.G. ROAD, S.E.
CUMBERLAND, MD 21502

Deliver by

Ship Via
Freight Terms
Originator Julie Davis
Resolution Number
Payment Terms

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	MACHINERY & EQUIPMENT	$120,715.3600	$120,715.36

Item Description Radio System
Detail Description (2) Motorola APX 8500 Mobile Radios = $10,610.10
(17) Motorola APX 8000 Portable Radios = $103,423.58
(17) Motorola APX 8000 Speaker Mics & Chargers = $6681.68

G/L Account	*Project*	*Amount*	*Percent*
001.043 64000 (Machinery & Equipment)			100.00%

Total Due $120,715.36

Special Instructions

ALLEGANY COUNTY
Department of Emergency Services

11400 P.P.G. Road, S.E.
Cumberland, MD 21502
Office: 301-777-7111

BOARD OF COMMISSIONERS
Jacob C. Shade, *President*
Creade V. Brodie, Jr., *Commissioner*
William R. Valentine, *Commissioner*

David Eberly, *County Administrator*
Richard DeVore, *Director*
Roger Bennett, Deputy of Operations
Susan Lee, Deputy of Administration

P.O. #2018-00000788

RECEIVED
FEB 19 2018
CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF

V: 362
(001-043-640)
#120,715.36
Julie Davis

February 16, 2018

Cumberland Fire Department
20 Bedford Street
Cumberland MD 21502
(Attn: Chief Donnie Dunn)

Chief Dunn,

Please let this letter serve as an invoice for the item(s) provided by the Allegany County Department of Emergency Services.

Attached is the invoice paid by the Allegany County Department of Emergency Services.

(02) Motorola APX 8500 Mobile Radios	$ 10,610.10
(17) Motorola APX 8000 Portable Radios	$103,423.58
(17) Motorola APX 8000 Speaker Mics & Chargers	$ 6,681.68

Total Amount Due: $120,715.36

Please make the check payable to the Allegany County, Department of Emergency Services, 11400 PPG Road, SE, Cumberland, MD 21502.

Point of contact for this matter is Deputy Director Roger Bennett, 240-580-0220.

Roger L Bennett

Roger Bennett
Deputy Director

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

INVOICE

TOTAL INVOICE AMOUNT:	$10,610.10
MOTOROLA INVOICE NUMBER:	13189830
INVOICE DATE:	11/17/2017
PAYMENT DUE:	12/17/2017
CUSTOMER ACCOUNT NUMBER:	1012838605 0006
PURCHASE ORDER DATE:	10/09/2017
YOUR PURCHASE ORDER NUMBER:	20180047-00

BILL TO ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

SHIP TO ALLEGANY CO DEPT OF EMERGENCY SVC
Phil Via
11400 PPG RD SE
CUMBERLAND, MD 21502

For questions concerning this Invoice please contact Motorola at: 1-888-567-7347

00047-00036-00029
Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0950530070195
Motorola Solutions, Inc. Federal Tax Id: 36-1115800
Ultimate Destination: ALLEGANY CO DEPT OF EMERGENCY SVC, 11400 PPG RD SE, CUMBERLAND, MD 21502

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1	M37TSS9PW1 N	2	APX8500 ALL BAND MP MOBILE SERIAL NUMBERS 681CTV1461 through 681CTV1462	2,975.86	5,951.72
1a	G806	2	ENH: ASTRO DIGITAL CAI OP APEX	321.29	642.58
1b	G78	2	ADD: 3 YEAR SERVICE FROM THE START	250.00	500.00
1c	G67	2	ADD: REMOTE MOUNT MP	185.29	370.58
1e	GA00235	2	ADD: NO GPS/WI-FI ANTENNA NEEDED	0.00	0.00
1f	W22	2	ADD: STD PALM MICROPHONE APEX	44.92	89.84
1g	G89	2	ADD: NO RF ANTENNA NEEDED	0.00	0.00
1h	G51	2	ENH: SMARTZONE OPERATION APX	935.80	1,871.60
1i	QA01648	2	ADD: ADVANCED SYSTEM KEY - HARDWARE	3.12	6.24
1j	G142	2	ADD: NO SPEAKER NEEDED	0.00	0.00
1k	GA01517	2	DEL: NO J600 ADAPTER CABLE NEEDED	0.00	0.00
1l	G361	2	ADD: P25 TRUNKING SOFTWARE	187.16	374.32
1m	GA00580	2	ADD: TDMA OPERATION	280.74	561.48

Detach here and return bottom portion with your payment

(Continued on Next Page)

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
13189830	1012838605 0006	12/17/2017

Payment Coupon

Invoice Total	Amount Paid
$10,610.10	

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

Send Payment To:

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.

P.O. BOX 404059
ATLANTA, GA 30384-4059

0103010809080300 1012838605 0006 0000 111717 0001061010 04

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

INVOICE

TOTAL INVOICE AMOUNT:	$10,610.10
MOTOROLA INVOICE NUMBER:	13189830
INVOICE DATE:	11/17/2017
PAYMENT DUE:	12/17/2017
CUSTOMER ACCOUNT NUMBER:	1012838605 0006
PURCHASE ORDER DATE:	10/09/2017
YOUR PURCHASE ORDER NUMBER:	20180047-00

BILL TO ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

SHIP TO ALLEGANY CO DEPT OF EMERGENCY SVC
Phil Via
11400 PPG RD SE
CUMBERLAND, MD 21502

For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347

00048-00036-00029
Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0950530070195
Ultimate Destination: ALLEGANY CO DEPT OF EMERGENCY SVC, 11400 PPG RD SE, CUMBERLAND, MD 21502

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail Continued

Item	Model Number	Qty	Description	Unit Price	Amount
1n	QA00631	2	ADD: DVRS PSU ACTIVATION	62.39	124.78
1o	G996	2	ENH: OVER THE AIR PROVISIONING	62.39	124.78
1p	GA01767	2	APX MOBILE RADIO AUTHENTICATION	62.39	124.78
1q	GA09001	2	ADD: WI-FI CAPABILITY	187.16	374.32
1r	GA09007	2	ADD: OUT OF THE BOX WI-FI PROVISIO	0.00	0.00
1s	GA05508	2	DEL: DELETE VHF BAND	-576.00	-1,152.00
1t	G201	2	ADD:IMPACT GREEN COLOR HOUSING (O2)	15.60	31.20
1u	GA00804	2	ADD: APX O2 CONTROL HEAD (Grey)	306.94	613.88
1v	G444	2	ADD: APX CONTROL HEAD SOFTWARE	0.00	0.00

SUBTOTAL	10,610.10
Carrier: FED	
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 12/17/2017)	10,610.10

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

INVOICE

TOTAL INVOICE AMOUNT:	$6,681.68
MOTOROLA INVOICE NUMBER:	13184751
INVOICE DATE:	10/12/2017
PAYMENT DUE:	11/11/2017
CUSTOMER ACCOUNT NUMBER:	1012838605 0006
PURCHASE ORDER DATE:	10/09/2017
YOUR PURCHASE ORDER NUMBER:	20180047-00

BILL TO ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

SHIP TO ALLEGANY CO DEPT OF EMERGENCY SVC
Phil Via
11400 PPG RD SE
CUMBERLAND, MD 21502

For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347

00028-00022-00019
Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0950530070195

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Ultimate Destination: ALLEGANY CO DEPT OF EMERGENCY SVC, 11400 PPG RD SE, CUMBERLAND, MD 21502

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
3	NNTN8860A	17	CHARGER, SINGLE-UNIT, IMPRES 2, 3A,	93.58	1,590.86
4	NNTN8575A	17	AUDIO ACCESSORY-REMOTE SPEAKER MICR	299.46	5,090.82
			SUBTOTAL		6,681.68
			Carrier: AFW		
			PLEASE PAY THIS AMOUNT (PAYMENT DUE: 11/11/2017)		6,681.68

Detach here and return bottom portion with your payment

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
13184751	1012838605 0006	11/11/2017

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

Payment Coupon

Invoice Total	Amount Paid
$6,681.68	

Send Payment To:

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.

P.O. BOX 404059
ATLANTA, GA 30384-4059

0103010804070501 1012838605 0006 0000 101217 0000668168 08

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

INVOICE

TOTAL INVOICE AMOUNT:	$103,423.58
MOTOROLA INVOICE NUMBER:	13185241
INVOICE DATE:	10/17/2017
PAYMENT DUE:	11/16/2017
CUSTOMER ACCOUNT NUMBER:	1012838605 0006
PURCHASE ORDER DATE:	10/09/2017
YOUR PURCHASE ORDER NUMBER:	20180047-00

BILL TO ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

SHIP TO ALLEGANY CO DEPT OF EMERGENCY SVC
Phil Via
11400 PPG RD SE
CUMBERLAND, MD 21502

For questions concerning this Invoice please contact Motorola at: 1-888-567-7347

00035-00027-00023
Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0950530070195
Ultimate Destination: ALLEGANY CO DEPT OF EMERGENCY SVC, 11400 PPG RD SE, CUMBERLAND, MD 21502

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
2	H91TGD9PW6 N	17	APX 8000 ALL BAND PORTABLE MODEL 2. SERIAL NUMBERS 581CTV1075 through 581CTV1091	3,732.61	63,454.37
2a	Q806	17	ADD: ASTRO DIGITAL CAI OPERATION	321.29	5,461.93
2b	HA00022AE	17	ENH: 3 YEAR SERVICE FROM THE START	310.00	5,270.00
2c	QA01648	17	ADD: ADVANCED SYSTEM KEY - HARDWARE	3.12	53.04
2d	QA01427	17	ALT:APX 8000 HOUSING GREEN	15.60	265.20
2e	QA05508	17	DEL: DELETE VHF BAND	-576.00	-9,792.00
2f	QA02006	17	ENH: APX8000XE RUGGED RADIO	499.09	8,484.53
2g	H38	17	ADD: SMARTZONE OPERATION	935.80	15,908.60
2h	Q361	17	ADD: P25 9600 BAUD TRUNKING	187.16	3,181.72
2i	QA00580	17	ADD: TDMA OPERATION	280.74	4,772.58
2j	G996	17	ADD: PROGRAMMING OVER P25 (OTAP)	62.39	1,060.63
2k	QA00631	17	ADD: DVRS PSU ACTIVATION	62.39	1,060.63
21	QA01767	17	ADD: P25 LINK LAYER AUTHENTICATION	62.39	1,060.63

Detach here and return bottom portion with your payment

(Continued on Next Page)

Payment Coupon

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
13185241	1012838605 0006	11/16/2017

Invoice Total	Amount Paid
$103,423.58	

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

Send Payment To:

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.

P.O. BOX 404059
ATLANTA, GA 30384-4059

0103010805020401 1012838605 0006 0000 101717 0010342358 08

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

INVOICE

TOTAL INVOICE AMOUNT:	$103,423.58
MOTOROLA INVOICE NUMBER:	13185241
INVOICE DATE:	10/17/2017
PAYMENT DUE:	11/16/2017
CUSTOMER ACCOUNT NUMBER:	1012838605 0006
PURCHASE ORDER DATE:	10/09/2017
YOUR PURCHASE ORDER NUMBER:	20180047-00

BILL TO ALLEGANY COUNTY COMMISSIONERS

701 KELLY RD
CUMBERLAND, MD 21502

SHIP TO ALLEGANY CO DEPT OF EMERGENCY SVC
Phil Via
11400 PPG RD SE
CUMBERLAND, MD 21502

For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347

00036-00027-00023
Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0950530070195
Ultimate Destination: ALLEGANY CO DEPT OF EMERGENCY SVC, 11400 PPG RD SE, CUMBERLAND, MD 21502

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail Continued

Item	Model Number	Qty	Description	Unit Price	Amount
2m	QA09001	17	ADD: WIFI CAPABILITY	187.16	3,181.72
2n	QA09007	17	ADD: OUT OF THE BOX WIFI PROVISIONI	0.00	0.00

SUBTOTAL	103,423.58
Carrier: FED	
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 11/16/2017)	103,423.58

Regular Council Agenda
March 20, 2018

Description

Order authorizing payment to the Allegany County Department of Emergency Services in the amount of $120,715.36 for the purchase of additional equipment needed to meet Maryland statewide interoperability, including 2 mobile radios and 17 portable radios with speaker mics and chargers

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Cost: $120,715.36

Source of Funding (if applicable)

FY2018 Budget Line Item 001-043-64000
City of Cumberland Purchase Order No. 2018-00000788

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 20, 2018____

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Administrator be and is hereby authorized to execute all Employment Agreements for seasonal employees entered into during the 2018 spring/summer season; and

BE IT FURTHER ORDERED, that said agreements shall not exceed six (6) months from the date of execution.

_____

Brian K. Grim, Mayor

Regular Council Agenda
March 20, 2018

Description

Order authorizing the City Administrator to sign all Employment Agreements for seasonal employees entered into during the 2018 spring / summer season with said contracts not to exceed six (6) months from date of execution

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___March 20, 2018_____

WHEREAS, Mayor and City Council of Cumberland (the corporate name of the entity commonly referred to as the City of Cumberland and hereinafter referred to as the "City") is the record owner of certain parcels of real property identified in the table below, the same being referred to hereinafter as the "Properties";

Address	***Tax ID No.***	***Deed Reference / Allegany County Land Records***
513 Maryland Avenue	22-015516	Book 02162 / Page 00223
521/523 Maryland Avenue	22-014730	Book 02158 / Page 00351
529 Maryland Avenue	22-010735	Book 02145 / Page 00256
404 Park Street	22-011022	Book 02172 / Page 00515
406 Park Street	22-012290	Book 02137 / Page 00138
414 Park Street	22-009923	Book 02178 / Page 00369
224 Cecelia Street	22-015346	Book 02145 / Page 00261
226 Cecelia Street	22-015338	Book 02145 / Page 00261
229 Cecelia Street	22-003976	Book 02214 / Page 00416
257-259 Williams Street	04-022009	Book 02168 / Page 00011

WHEREAS, the Mayor and City Council have determined that the Properties are no longer needed for any public use;

WHEREAS, the Mayor and City Council previously planned to donate said Properties to the Cumberland Economic Development Corporation so that it could in turn transfer them to Cumberland Gateway Real Estate, LLC (the "Developer") for use in the Maryland Avenue Redevelopment Project (the "Project"); and

WHEREAS, the plans now call for the Properties to be directly transferred by the City to the Developer for use in the Project in accordance with the terms of an agreement between the Developer, the City and Cumberland Economic Development Corporation which is presently being negotiated; and

WHEREAS, regardless of whether the City transfers the Properties directly to the Developer for use in the Project or whether it donates them to Cumberland Economic Development Corporation so that it can transfer them to the Developer for that same purpose, they are surplus and are no longer needed by the City.

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed or deeds effecting the conveyance of the Properties to Cumberland Economic Development Corporation, the Developer or an entity formed by the Developer for the purpose of taking title to the Properties, and the City may proceed with the transfer of the Properties in accordance with the terms of said Ordinance.

_____

Mayor Brian K. Grim

Regular Council Agenda
March 20, 2018

Description

Order declaring certain City-owned properties to be surplus and authorizing their donation to the Cumberland Economic Development Corporation (CEDC), Cumberland Gateway Real Estate LLC (Developer), or an entity formed by the Developer for use in the Maryland Avenue Redevelopment Project

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 20, 2018____

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the following board and commission appointments be and are hereby approved:

Board	Member	Seat	Term
Downtown Development Commission	Dave Romero	Seat 7 - Primary	3/20/18 – 7/1/21
	Paige McFarland	Seat 8 - Primary	3/20/18 – 7/1/21
	Nathan Price	Seat 9 - Primary	3/20/18 – 7/1/21
	Lori Lepley	Seat 1 - Citizen at large	3/20 18 – 7/1/21

_____

Brian K. Grim, Mayor

Regular Council Agenda
March 20, 2018

Description

Order appointing Dave Romero, Nathan Price, and Paige MacFarland to Primary Seats on the Downtown Development Commission, and Lori Lepley to the Citizen-At-Large seat, all to be effective through July 1, 2021

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 20, 2018__

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor and City Council of Cumberland is the record owner of a certain vehicle and that has been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicle;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT the following vehicle is hereby declared to be surplus property and authorized for sale, trade-in, or disposal:

2006 Lincoln Mark LT VIN No. 5LTPW18526FJ03331

_____

Mayor Brian K. Grim

Regular Council Agenda
March 20, 2018

Description

Order declaring a 2006 Lincoln Mark LT (VIN No. 5LTPW18526FJ03331) as surplus and authorizing it for sale, trade-in, or disposal

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __March 20, 2018____**

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to sign a "Letter of Intent" confirming the Mayor and City Council's intent to enter into a Ground Lease Agreement with Rocon, LLC, by which Rocon would lease certain City-owned property at Eleanor Terrace for the purpose of constructing and operating a commercial communications tower and providing Rocon a ninety-day exclusivity period for negotiation purposes with the City.

_____

Brian K. Grim, Mayor

March 5, 2018

Mayor and City Council of Cumberland
Brian K. Grim, Mayor
57 N. Liberty St.
Cumberland, MD 21502

RE: Letter of Intent to Enter into Ground Lease Agreement

Dear Mr. Grim:

Pursuant to discussions among us, we provide this letter of intent with regard to a proposed Ground Lease Agreement ("Lease Agreement") in which Rocon, LLC ("Lessee") would lease, under mutually acceptable terms, the Premises, hereinafter defined, from the Mayor and City Council of Cumberland ("Lessor") for purposes of constructing and operating a commercial communications tower on the Premises as defined in Paragraph 1 below. This is a Letter of Intent and will be superseded by more detailed agreements subsequently prepared and executed. Except for the binding agreements hereafter identified, consummation of the proposed transaction is conditioned upon the negotiation and execution by the parties of a mutually acceptable Lease Agreement and its acceptance and approval by the Mayor and City Council of Cumberland in accordance with its Charter.

This letter confirms the intention of Lessor and Lessee to enter into the Lease Agreement upon the following terms:

1. Premises. Lessee intends to lease from Lessor a portion of certain real property on Lessor's existing property located at Eleanor Terrace, Cumberland, Maryland and being further described in the deeds recorded among the Land Records of Allegany County, Maryland in Deed Liber 161, folio 209 and in Deed Liber 2062, folio 352 ("Property"); together with a parcel of land approximately 100' x 100' containing 10,000 square feet sufficient for the installation of Lessee's equipment building(s)/cabinets; together with certain easements, more particularly described in the Lease Agreement, for ingress and egress, twenty-four (24) hours a day, seven (7) days a week. The entire portion(s) of the Property intended to be leased by Lessee are collectively referred to hereinafter as the "Premises".

2. Intended Use. Lessee intends to use all or part of the Premises for the purpose of construction, operation, repair, modification as necessary, and maintenance of a commercial communications tower ("Tower"), and all activities related thereto.

3. Term. The initial term of the Lease Agreement is five (5) years, beginning on a mutually acknowledged Commencement Date more particularly defined in the Lease Agreement. The Lease Agreement will automatically be extended for six (6) additional five (5) year terms, subject to Lessee's right to terminate the Lease Agreement.

4. Rent. Monthly rent for the first year shall be Eight Hundred Dollars ($800.00), becoming due upon the Commencement Date as defined in the Lease Agreement. Every year thereafter, rent will be increased by three percent (3%) over the prior year's rent.

5. Co-location Rent. In the event that a second carrier seeks to co-locate its equipment on the Tower, Lessee will pay to Lessor twenty-five percent (25%) of the annual co-location rent received from each additional carrier, to be verified by providing Lessor with the co-location lease(s). Lessor will not be entitled to any additional rent from the first carrier that places its equipment on the Tower.

6. Exclusivity. For a period of Ninety (90) days from the execution of this Letter of Intent, Lessor will not directly or indirectly negotiate, solicit, entertain, or consummate any offers or transactions with any party other than Lessee to lease the Premises or any portion of the Property for the purposes of constructing and/or operating a commercial communications tower.

Although this letter expresses the intention of each of the parties hereto, nothing herein set forth shall be construed as or deemed to be a legally enforceable contract or obligation upon either of the parties, excepting only the covenant of Lessor not to directly or indirectly solicit, entertain, or negotiate with others.

In witness whereof, the parties hereto have signed this Letter of Intent the day and year first above written.

ROCON, LLC

By: _____
William Rothman, Member

ACCEPTED and APPROVED as of _____, 2018.

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

Regular Council Agenda
March 20, 2018

Description

Order authorizing execution of a Letter of Intent confirming the City's intent to enter into a Ground Lease Agreement with Rocon, LLC by which Rocon would lease certain City-owned property at Eleanor Terrace to construct and operate a commercial communications tower, and providing Rocon a 90-day exclusivity period for negotiation purposes

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 20, 2018____

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Chief of Police be and City Administrator be and are hereby authorized to execute an Addendum to the CALEA Law Enforcement Accreditation Agreement executed March 5, 2012 and with this Addendum be it ordered that prior execution of the original agreement is also approved.

_____

Brian K. Grim, Mayor

CALEA® Law Enforcement Accreditation Agreement

ADDENDUM

November 1, 2015

ADDENDUM TO AGREEMENT between the Cumberland Police Department (Agency) and the Commission on Accreditation for Law Enforcement Agencies, Inc. (Commission).

The purpose of this ADDENDUM is to modify specific sections of the CALEA® Law Enforcement Accreditation Agreement (AGREEMENT) and incorporate new content to the AGREEMENT. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the AGREEMENT, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the AGREEMENT.

This ADDENDUM is executed in accordance with Subsection 5.1 of said AGREEMENT that states: There shall be no modification of this Agreement except in writing, signed by both parties, and executed with the same formalities as the original accreditation document.

A new Subsection under Section 2 – Agency Responsibilities is added:

The agency agrees to:

2.3 Document standards compliance as required within the accreditation management software and provide access to authorized Commission personnel or contractors for inspection and review.

2.4 Document assessment report information as required by the program within the Commission reporting application.

Subsection 6.1 is amended as follows:

Continuation Fees for CALEA Accreditation include access to the CALEA PowerDMS Accreditation Tool software. The software log-in credential will be provided after this Agreement is executed. CALEA reserves the right to terminate this Agreement if a Continuation Fee installment is delinquent by more than sixty days.

Subsection 6.3 is amended as follows:

The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following each Accreditation Award. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

A new section 18 is added as follows:

18. POWERDMS ACCREDITATION MANAGEMENT SOLUTION

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on _____,20 _____.

Witness:

By _____

By _____
(signature)

Charles Hinnant
(typed name)

Chief of Police
(title)

By _____

By _____
(signature)

_____
(typed name)

_____
(title)

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____,20 _____.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By _____

By _____
Executive Director

MAR 0 5 2012

THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT
ACCREDITATION AGREEMENT

This Agreement is entered into between the Cumberland Police Department
(full name of agency)
with principal offices at 20 Bedford St., Cumberland, MD

Zip 21502 telephone number (301) 777-1600
hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as the "Commission."

WITNESSETH

The Agency and the Commission, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the Commission as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. **PURPOSE OF THIS AGREEMENT:**
   1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by the Commission's assessing the Agency's compliance with applicable standards established by the Commission in order for the Commission to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. **AGENCY'S RESPONSIBILITIES:** The Agency agrees to:
   2.1 Provide all information, documents, files, records, and other data as required by the Commission so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
   2.2 Fully and accurately respond to all communications from the Commission within ten (10) business days from the receipt thereof.
   2.3 Avoid any action or conduct that would reduce its Accreditation status with CALEA in favor of Recognition status through the Alliance Partner or CALEA.

3. **COMMISSION'S RESPONSIBILITIES:** The Commission agrees to:
   3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

CALEA will not accept this agreement if it is not executed by June 30, 2012

3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for the Commission's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of the Commission, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

(a) Upon expiration of the 36th month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or

(b) Upon written notice by the Agency that it withdraws from the accreditation process; or

(c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or

(d) Upon expiration or revocation of the Agency's accredited status; or

(e) Notwithstanding any other provisions herein, at the option of either the Agency or the Commission, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 The Commission may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for the Commission to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, the Commission reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect one of three options for payment of the initial accreditation fee, which is not refundable. Each option is contained on a separate invoice and describes the options available

for initial entry into the accreditation program. The invoice option selected is attached hereto as an appendix to the Agreement. All accreditation fees must be paid in full prior to requesting on-site assessment. The Commission reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) **Option 1 - Accreditation - Single Payment**

_____ Our agency elects option 1 and has attached Invoice 1 to this agreement. The amount of $_____ is herein remitted to the Commission.

AND

The Agency will be billed for the Commission's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.1 (b) **Option 2 - Accreditation - Two Installments**

_____ Our agency elects option 2 and has attached Invoice 2 to this agreement. The amount of $_____ is herein remitted to the Commission.

AND

The Agency will be billed for the Commission's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.1 (c) **Option 3 - Accreditation - Three Installments**

__X__ Our agency elects option 3 and has attached Invoice 3 to this agreement. The amount of $ 3490.00 is herein remitted to the Commission.

AND

The Agency will be billed for the Commission's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation as defined and estimated in the Invoice attached as part of this Agreement, as adjusted from time to time subject to the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, and 25th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 The Commission reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, the Commission shall be acting as an independent contractor and neither the Commission nor any officer, employee, or agent of the Commission will be deemed an employee of the Agency. The selection and designation of the personnel of the Commission in performance of its responsibilities under this Agreement shall be made by the Commission.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of the Commission will act in the name of the Commission.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that the Commission's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by the Commission or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency has read the following documents and agrees to be bound by the terms and conditions of them, as amended from time to time, during the term of this Agreement:

(a) The *Standards for Law Enforcement Agencies*, as amended from time to time; and

(b) *CALEA Process and Programs Guide*, as amended from time to time.

15.2 The Agency accepts the Commission's decisions as the final authority on all matters relating to the Commission's standards and accreditation and recognition programs.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA *Standards for Law Enforcement Agencies ("Standards")* are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA' s trademarks.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

February 21, 20 12.

Witness:

By Shirley A Hale
My commission expires: 03-21-13

By _____
(signature)

CHARLES H. HINNANT
(typed name)

Chief of Police
(title)*

By Shirley A Hale

By _____
(signature)

JEFF RHODES
(typed name)

CITY ADMINISTRATOR
(title)**

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed by the Executive Director of the Commission, acting on its behalf, on MAR 06 2012, 20 _____.

Witness:

By Wendi Jones

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By _____
Executive Director

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

Regular Council Agenda
March 20, 2018

Description

Order authorizing the Chief of Police and City Administrator to execute an Addendum to the CALEA Law Enforcement Accreditation Agreement

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 20, 2018____

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to execute a Contract by and between the Mayor and City Council of Cumberland and the Cumberland Summer Theatre, Inc. to provide up to Fifty Thousand Dollars ($50,000) in Community Legacy grant funding for the rehabilitation of the Theatre.

_____

Brian K. Grim, Mayor

(2017 Community Legacy Funds)

Cumberland Theatre Rehabilitation Project Contract

THIS CUMBERLAND THEATRE REHABILITATION PROJECT CONTRACT ("Contract") is made and executed this _____ day of _____, 2018, by and between the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **Cumberland Summer Theatre, Inc.** (the "Owner"), a Maryland corporation.

WITNESSETH:

WHEREAS, the City is seeking to encourage property owners to reinvest in their properties throughout Cumberland, especially within the Sustainable Communities-designated areas;

WHEREAS, the Cumberland Theater (the "Theatre"), located on the real property owned by Owner located at 105 Johnson Street, Cumberland, MD 21502 (the "Property"), is Cumberland's only regional professional theater and it is located within a Sustainable Communities-designated area;

WHEREAS, the Owner's Board of Directors is planning to rehabilitate the Theatre to improve the appearance of its interior with the goal of making the theatrical experience more pleasing for theater patrons, the said rehabilitation of the Theatre hereinafter being referred to as the "Project";

WHEREAS, grant funding for the Project in the amount of $50,000.00 has been made available to the City under and in accordance with the terms of the Community Legacy Program Grant Agreement (the "Grant Agreement") it entered into with the Maryland Department of Housing and Community Development ("DHCD"), a copy of which is attached hereto and incorporated by reference herein as Exhibit 1; and

WHEREAS, this Contract establishes the terms and conditions whereby the City will make the aforesaid grant funding available to the Owner for the purposes of the Project.

NOW, THEREFORE, in consideration of the stipulations and conditions hereinafter set forth, it is mutually covenanted and agreed by and between the parties hereto as follows:

A. Grant Funding

Subject to the terms and conditions of this Contract, the City will provide the Owner with up to $50,000.00 in grant funding (i.e., the moneys the City received under the Grant Agreement which is hereinafter referred to as the "Grant Funding") to fund a portion of the work required to complete the Project.

B. Reimbursement Protocols

(1) The City will reimburse the Owner for Project costs after said costs are incurred in accordance with the terms and conditions of this section and subject to the other requirements of this Contract.

(2) Each reimbursement request shall be accompanied by (i) copies of contractor invoices and the applicable Estimates, (ii) copies of documents showing that payment has been remitted and accepted by the contractor(s) who performed the work, (iii) photographs showing the extent to which the work described in the applicable Estimates has been completed, and (iv) if all work described in an Estimate has not been completed, a statement from the Owner describing the extent to which the work was performed and the approximate percentage of the work that was completed.

(3) The payment of any reimbursement request shall be contingent upon the City's approval of the quantity and quality of the work covered thereby. The City shall endeavor to conduct inspections to assess the work within one (1) week of the date a reimbursement request is received, provided that all submitted documentation is complete. Reimbursement requests may be submitted by mail, hand delivery or e-mail to City of Cumberland ATTN: Kathy McKenney, 57 North Liberty Street, Cumberland, MD 21502, kathy.mckenney@cumberlandmd.gov.

C. Scope of Work

(1) The Owner shall be responsible for preparing a total cost estimate for the Project and submitting the same to the City. This estimate is to include all construction costs, labor, materials, permit fees, and legal fees that are associated with the Project. The Owner is also responsible for obtaining estimates from contractors who will perform Project work. These estimates (the "Estimates") are attached hereto and incorporated by reference herein collectively as Exhibit 2. The Estimates constitute the scope of work for the Project. Only the work described therein shall be eligible for Grant Funding.

(2) The prices quoted in the estimates exceed the amount of the Grant Funding. The City shall have no obligation to provide any funding to the Owner in excess of the amount of the Grant Funding. The Owner shall be responsible for funding the Project to the extent the costs thereof exceed the amount of the Grant Funding.

D. Project Schedule

(1) The Owner shall not commence work on the Project until all permits required therefor are issued and the Maryland Historical Trust and Maryland Codes Administration have issued written approvals therefor. All paperwork required for the issuance of the permits and the granting of the approvals shall be assembled and prepared by the Owner. It should be understood that the process for obtaining Maryland Historical Trust and Maryland Codes Administration

approval can take 45 or more days from the date of the submission of the required paperwork.

(2) The Owner must submit reimbursement requests for completed Project work in an amount no less than one-half of the Grant Funding on or before February 20, 2019.

(3) The Project shall be completed in its entirety (not just the portion funded through Grant Funding) and all reimbursement requests must be submitted no later than June 30, 2020, the date of completion being hereinafter referred to as the "Completion Date."

(4) The Owner must submit a final report to the City, the contents of which are described hereinafter, no later than forty-five (45) days after the completion of the Project or August 15, 2020, whichever is first to occur.

E. Release of Liability/Indemnification

(1) The Owner releases the City from, agrees that the City shall not have any liability for, and agrees to protect, indemnify and save harmless the City from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the City as a result of, arising out of or in connection with the Project or as a result of, arising out of or in connection with acts or omissions of the Owner which cause or contribute to a breach in the terms of the Grant Agreement, except for those arising solely from the gross negligence or willful misconduct of the City.

(2) The Owner agrees that all costs incurred by the City as a result of such liabilities, suits, actions, claims, demands, losses, expenses, and/or costs, including reasonable attorneys' fees shall be immediately and without notice due and payable by the Owner to the City, except for claims arising solely from the City's gross negligence or willful misconduct.

(3) The Owner's obligations under the terms of this section shall survive the termination and expiration of this Contract.

F. Prohibited Uses of Grant Funding

Per the state of Maryland's Community Legacy program requirements, the Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores. Grant Funding shall not be used for any of these activities.

G. Records, Reports and Inspections

(1) The Owner shall maintain accurate financial and management records, in a form acceptable to the City, of all transactions relating to the receipt and expenditure of Grant Funding and the administration of the Project. The Owner shall make these records, and its administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to the City upon request. The Owner shall retain said records for five (5) years after the Completion Date. During the term of this Contract, the City may monitor the Project to ensure that it is being undertaken in accordance with the terms of this Contract.

(2) The Owner shall provide the City with interim progress reports ("Quarterly Reports") no later than the following dates of each year up to and including the year which includes the Completion Date: March 15, June 15, September 15 and December 15. The Quarterly Reports shall contain such information as the City requests, including, but not limited to, work accomplished and problems encountered, expenditures made against the Project Budget, and benchmarks reached. Progress reports will be required until the City determines that the Project has been completed.

(3) The Owner shall submit a final report to the City, consisting of all of the information required to be included in the Quarterly Reports and photographs of the completed Project in its entirety, within the time frame set forth in Section D of this Contract.

(4) In addition to the requirements set forth above, the Owner shall provide the City with such additional records, reports, and other documentation as may be required by the City from time to time.

(5) The Owner must identify and describe completely the role of each contractor and subcontractor that will be used in performing the work described in the Estimates. The City must approve the selection and credentials of any contractors and subcontractors before they perform any Project work. The City may refuse to pay reimbursement requests for work performed by contractors and/or subcontractors who it did not approve of in writing prior to their performance of the work. All contractors and subcontractors identified in the Estimates shall be deemed to be acceptable to the City unless and until the City notifies the Owner otherwise.

H. Default and Remedies

(1) A default shall consist of the breach by the Owner of any covenants, agreements, or certifications in this Contract, including the expenditure of funds for any use other than those expressly authorized herein. Any act or omission on the part of the Owner which causes or contributes to a breach in the terms of the Grant Agreement shall also constitute a default under the terms of this Contract.

(2) Upon the occurrence of any default, the City shall have the right to terminate this Contract by written notice to the Owner. The Owner shall have thirty (30) days from the date of the City's notice to cure the default. After the conclusion of this thirty (30) day period, if the Owner has not cured or commenced curing the default to the satisfaction of the City, the City, in its sole discretion, may immediately terminate this Contract. In the event of termination by the City:

(a) The Owner's authority to request a disbursement of funds shall cease and the Owner shall have no right, title, or interest in or to any of the undisbursed funds; and

(b) The City, in its sole discretion, may demand repayment of all Grant Funds that were distributed to the Owner together with all costs and reasonable attorneys' fees incurred by the City in recovery said Grant Funds, without regard to whether legal proceedings were instituted to recover said funds. It is understood that the Owner's liability for attorneys' fees shall extend beyond the entry of judgment in the event the City institutes legal proceedings to recover Grant Funds.

(3) In addition to the rights and remedies contained in this Contract, the City may at any time proceed to protect and enforce all rights available to the City by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the expiration and termination of this Contract.

(4) Upon the occurrence of a default under this Contract, the City's right to recovery as well as to the other remedies shall be immediate.

I. Conflicts of Interest

Except for approved eligible costs, none of the Owner's assignees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, that is part of the Project at any time during or after such person's tenure.

J. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, gender identity, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as

reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

K. Nondiscrimination and Drug and Alcohol Free Workplace: Fair Practices Certification

(1) The Owner may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person based on race, color, religion, creed, age, marital status, sex, sexual orientation, gender identity, national origin, ancestry, or physical or mental disability in any aspect of its projects, programs, or activities.

(2) The Owner shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

1. Titles VI and VII of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968, as amended;
3. The Americans with Disabilities Act of 1990;
4. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended; and
5. The DHCD's Minority Business Enterprise Program, as amended.

(3) The Owner shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug and alcohol-free workplace and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order.

L. Environmental Certification and Indemnification: Lead Paint

(1) The Owner represents, warrants, and covenants that to its knowledge there are no hazardous materials located in the Theatre or on the Property, that it will not cause or allow any hazardous materials to be placed in the Theatre or on the Property, that it will comply with all requirements imposed by any governmental authority with respect to hazardous materials to be placed in the Theatre or on the Property, that it will comply with all requirements imposed by any governmental authority with respect to hazardous materials, and that to its knowledge, the project sites are in compliance with all applicable federal and State environmental laws and regulations.

(2) To the extent permitted by law, the Owner shall indemnify and hold the City and DHCD and their employees, agents and representatives harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental

order, and including reasonable attorneys' fees, for failure of the Theatre or Property to comply in all respects with all environmental requirements. The Owner's obligation to indemnify the City and DHCD shall survive the termination and expiration of this Contract.

(3) The Owner covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the project sites.

M. Non-Sectarian Certifications

(1) The Owner certifies that no part of the Grant Funds, no part of the Project, and no part of the Theatre or Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction or any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

(2) The Owner certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

N. Insurance

(1) The Owner shall maintain property and commercial general liability insurance on buildings and other improvements on the Property throughout the duration of the Project at the Owner's expense. Additionally, if the Property is determined to be in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, the Owner shall ensure that the Owner maintains a flood plain insurance policy.

(2) The Owner or subcontractor, as applicable, is required to provide insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the forms and amounts required or applicable by the City. Workers' compensation coverage shall be in amounts no less than statutorily required minimums. The other coverages shall be in the amounts of at least one million dollars ($1,000,000) for the death of or injury to any person, and two million dollars ($2,000,000) for the death of or injury to two or more persons in any one occurrence; one million dollars ($1,000,000) for property damage in any one occurrence with an aggregate property damage coverage of two million dollars ($2,000,000) for two or more occurrences. Such insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. Prior to the commencement of work, the Owner shall provide the City with Certificates of Insurance evidencing this coverage and naming the City (by its

corporate name, i.e., Mayor and City Council of Cumberland) as an additional insured.

(3) The aforesaid insurance coverage shall:

(i) Be provided by a company that is reputable and authorized to transact business in the State;

(ii) Be in force before the disbursement of Grant Funds;

(iii) To the extent required by DHCD, name the Department as a loss payee and additional insured;

(iv) Provide for no less that fifteen (15) days written notification to the City and the DHCD before termination; and

(v) Except as otherwise provided herein, contain terms and coverage satisfactory to the City and DHCD.

O. Notices

All notices, requests, approvals, and consents of any kind made pursuant to this Contract shall be in writing. Any such communication, unless otherwise specified herein, shall be deemed effective as of the date of delivery if hand-delivered or e-mailed, or three (3) days from the date it is mailed, postage prepaid, as evidenced by post-marking on the envelope, as follows:

a. If to the City, to:

City of Cumberland
Department of Community Development
57 North Liberty Street
Cumberland, MD 21502
Attn: Kathy McKenney
kathy.mckenney@cumberlandmd.org

b. If to the Owner, to:

Kimberly Rowley
Cumberland Summer Theatre, Inc.
105 Johnson Street
Cumberland, MD 21502

P. Amendment/Waiver

This Contract may not be amended except by an instrument in writing signed by all of the parties hereto. No provision of this Contract and no right or obligation hereunder may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation in question.

Q. Assignment

This Contract may not be assigned without the prior written approval of the City and said approval may be withheld for any reason or no reason at all.

R. Entire Agreement

This Contract contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

S. Governing Law

This Contract shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

T. Waiver of Maryland's Access to Public Records Act

The City and/or the DHCD intend to make available to the public certain information regarding the Project, the participants, and the Owner. In addition, the City and DHCD are required to disclose information about the Project to State officials, staff, local officials and staff, and others. Such information which may be disclosed to any of the foregoing, including the public, may include the name and location of the Owner, a description of the Project, the date and amount of financial assistance awarded by the City and DHCD, the terms of the financial assistance, the use of funds, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the participants. This information may be confidential under Maryland's Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland (the "Records Act"). If the Owner or program participants do not want this information made available to above-referenced parties, the Owner must attach to this Contract a written objection.

U. Captions

The marginal captions of this Contract are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

V. Gender/Tense/Conjugation

The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed the day and year first-above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie Woodring, City Clerk

By:_____
Brian K. Grim, Mayor

CUMBERLAND SUMMER THEATRE, INC.

_____

By:_____
(signature)

_____
(printed name and title)

EXHIBIT 1

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT
Project/Capital Grant

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "**Grantee**").

RECITALS

A. This Agreement is issued pursuant to Annotated Code of Maryland Housing and Community Development Article, §§ 6-201 through 6-213, as amended, (the "**Act**") and the regulations promulgated thereunder set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations.

B. The purposes of the Program are to:

   1. Preserve existing communities as desirable places to live and conduct business, thereby reducing outward pressure for sprawl development; and

   2. Provide financial assistance to Sponsors or their designees for the development of sustainable community plans or Community Legacy projects.

C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2018 application (the "**Application**") the Department has approved award of funds to Grantee to carry out a Community Legacy project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community Designations.

   a) The Project is located in a geographic area that has been designated by the Smart Growth Subcabinet (as defined in the State Government Article §9-1406) as a Sustainable Community (the "**Area**").

   b) The Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan (the "**Plan**").

2) Grant.

   a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars ($50,000)** (the "**Grant**") to be used for the purposes of funding the Community Legacy Project (the "**Project**") described in Exhibit A - SRP-CL-2018-Cumberland-00153 (the "**Project Description**").

   b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act and this Agreement.

   c) The Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.

   d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.

3) Expenditure of Grant Funds.

   a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).

   b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SRP-CL-2018-Cumberland-00153 (the "**Project Budget**"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.

   c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.

   d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense,

and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.

e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

a) Grantee shall commence the Project on the date (the "**Commencement Date**") set forth in Exhibit C - SRP-CL-2018-Cumberland-00153 (the "**Project Schedule**").

b) Grantee shall complete the Project on the date set forth in the Project Schedule (the "**Completion Date**").

c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation.

d) The Department must approve all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.

e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:

a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.

b) The Maryland Codes Administration has approved all of the Project plans and specifications.

c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.

6) Other Funds.

a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.

b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses. Grantee shall submit a Request for Payment in a manner and form approved by the Department. A Request for Payment shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.

b) Requests for Payment should be made allowing approximately thirty (30) days to receive the Grant funds. The Request for Payment shall not exceed the eligible costs incurred and approved by the Department. The Department, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.

c) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any Request for Payment.

8) Records, Inspections and Reports.

a) Records.

i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves the Final Report described in Section 8(c) below.

ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves the Final Report. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department approves the Final Report, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports.

i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.

iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies.

a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.

b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.

c) In the event of termination by the Department:

i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;

ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.

d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.

e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default or completion of the Project.

10) Grantee's Certifications. Grantee certifies that:

a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.

c) None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.

d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.

e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.

f) 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.

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a local government any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "**LGTCA**"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "**Local Government Indemnification Statutes**"), and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.

b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

i) Titles VI and VII of the Civil Rights Act of 1964, as amended;

ii) Title VIII of the Civil Rights Act of 1968, as amended;

iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;

iv) The Department's Minority Business Enterprise Program, as amended;

v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "**Property**"):

a) Grantee represents, warrants, and covenants that there are no hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may to be placed on the Property, and that to its best knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.

b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.

c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.

b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.

c) Grantee shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Grantee.

d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.

e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.

f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.

g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.

h) If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attn: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
57 North Liberty Street
Cumberland, MD 21502
Attention: Brian Grim

18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile

or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

20) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

21) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

22) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "**Effective Date**") and shall remain in effect until the Department's receipt and approval of the Final Report.

24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

25) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.

26) Technical Assistance. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request Grantee to accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.

27) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

28) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, Section 4-101 et seq. of the Annotated Code of Maryland (the "**PIA Act**"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the

date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

29) CONFESSION OF JUDGMENT. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS AGREEMENT, AT ANY TIME, FOR THE PARTIAL OR TOTAL AMOUNT OF THE GRANT DESCRIBED HEREIN, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:

_____

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

By: _____ (SEAL)
Name: Brian Grim
Title: Mayor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland

_____

By: _____ (SEAL)
Kenneth C. Holt, Secretary

_____
Date Executed on behalf of the Department/
Effective Date

Approved for form and
legal sufficiency

_____
Assistant Attorney General

Exhibits

Exhibit A - Project Description, Scope of Work, and Special Conditions
Exhibit B - Project Budget
Exhibit C - Project Schedule
Exhibit D - Project Impact Data Sheet

EXHIBIT A - SRP-CL-2018-Cumberland-00153
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name: Cumberland Theatre Rehabilitation

1. Project Description:

Interior and exterior repairs in order to continue to provide affordable and professional theatrical performances.

2. Project Address(es):

105 North Johnson Street

3. Please describe the Scope of the project:

Rehabilitation of the Cumberland Theatre to include with interior and exterior repairs.

4. Project Financing (Evidence & Use of Funding Sources):

Community Legacy will contribute $50,000 towards the rehabilitation of the Cumberland Theatre. The Board of County Commissioners of Allegany County will contribute $7,000 towards roof repairs. The staff at the Cumberland Theatre will contribute $10,000 of in-kind administrative support. A private donor will contribute $6,200 towards the roof repairs. Total project cost: $73,200.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities.

EXHIBIT B -
PROJECT BUDGET

Project Name: Cumberland Theatre Rehabilitation

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USES OF FUNDS BY ACTIVITY	**Capital Amount**	**Operating Amount**	**Applicant's Contribution**	**Names of Other Sources**	**Other Source Amount**	**TOTALS BY ACTIVITY**
Site Pre-Dev Acquisition	$0	$0	$0		$0	$0
Site Pre-Dev: Arch/Eng Design	$0	$0	$0		$0	$0
Site Pre-Dev: Demolition	$0	$0	$0		$0	$0
Site Pre-Dev: Infrastructure	$0	$0	$0		$0	$0
Site Pre-Dev: Stabilization	$0	$0	$0		$0	$0
Site Dev: New Construction	$0	$0	$0		$0	$0
Site Dev: Rehab/Renovation	$50,000	$0	$0		$0	$50,000
Operations - Studies and Planning	$0	$0	$0		$0	$0
Operations - Project Admin (Cash)	$0	$0	$0		$0	$0
Operations - Project Admin (In-Kind)	$0	$0	$0	Theatre Staff	$10,000	$10,000
Other (a): Roof	$0	$0	$0	County/Donor	$13,200	$13,200
Other (b):	$0	$0	$0		$0	$0
Other (c):	$0	$0	$0		$0	$0
Other (d):	$0	$0	$0		$0	$0
TOTALS OF FUNDS BY SOURCES	$50,000	$0	$0		$23,200	$73,200

Total Request/Award Amount: $50,000

Total Project Cost: $73,200

EXHIBIT C - SRP-CL-2018-Cumberland-00153
PROJECT SCHEDULE

Project Name: Cumberland Theatre Rehabilitation

Activity Start Date (mm/dd/yyyy)	**Activity End Date** (mm/dd/yyyy)	**Description of Activity** (100 characters or less)
12/01/2017	01/01/2018	Commencement Date
01/01/2018	05/31/2020	Theatre interior and exterior repairs continue
06/01/2020	06/30/2020	Completion Date
07/01/2020	08/15/2020	Final report due within 45 days after completion

EXHIBIT D - SRP-CL-2018-Cumberland-00153
PROJECT IMPACT DATA SHEET

Project Name: Cumberland Theatre Rehabilitation

	Project Type: Rehabilitation	
	NAISC Code: 712110	
	Description	**Value**
1	"As is" tax value of property: Land and Improvements Value as shown on SDAT	$69,500
2	"As completed" tax value of property:	
3	Number of existing housing units that will be renovated:	
4	Number of new housing units that will be created:	
5	Number of new homeowners (each household equals 1 homeowner):	
6	Percentage of Neighborhood Revitalization funds that will be repaid within 5 years:	
7	Number of existing clients to be served annually at the project location: Based on Cumberland Theatre statistics	3500
8	Number of new clients to be served annually at the project location: Based on Cumberland Theatre projections	1500
9	Number of commercial facades that will be added or improved:	
10	Number of linear feet of streetscape that will be added or improved:	
11	Number of linear feet of water/sewer lines that will be added or improved:	
12	Additional neighborhood investment that will result from this project over the next 3 years:	
13	Annual increase in sales (for retail and commercial activities):	
14	Number of vacant/underutilized buildings that will be put back into operation:	
15	Square footage of vacant/underutilized space that wil be put back into operation:	
16	Length of time (in years) properly referenced above has been vacant:	
17	Number of blighted properties to be removed:	
18	Increase in inventory of developable lots:	
19	Number of direct permanent employees:	
20	Number of direct temporary employees:	
21	Number of direct permanent Maryland resident employees:	
22	Number of direct temporary Maryland resident employees:	

EXHIBIT D - SRP-CL-2018-Cumberland-00153
PROJECT IMPACT DATA SHEET

Project Name: Cumberland Theatre Rehabilitation

23	Annual wages/salaries of direct permanent employees:	
24	Annual wages/salaries of direct temporary employees:	
25	Annual project operating expenditures including wages/salaries:	
26	Visitor based activities	
26a	Number of new annual day-trip patron:	
26b	Number of new annual overnight patron:	
26c	Admission fee (per entry):	
27	For Community Impact activity of your project/program not addressed by the previous questions, provide a short description and numerical count (e.g. "50 Trees planted at $50 each," 2500):	

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT

FY2018

Table of Contents

AWARDEE: MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

AWARD ID#: SRP-CL-2018-Cumberland-00153

PROJECT NAME: Cumberland Theatre Rehabilitation

☐ **Community Legacy Program Grant Agreement**

☐ **Exhibit A - SRP-CL-2018-Cumberland-00153**
Project Description, Scope of Work, and Special Conditions

☐ **Exhibit B - SRP-CL-2018-Cumberland-00153**
Project Budget

☐ **Exhibit C - SRP-CL-2018-Cumberland-00153**
Project Schedule

☐ **Exhibit D - SRP-CL-2018-Cumberland-00153**
Project Impact Data Sheet

Regular Council Agenda
March 20, 2018

Description

Order authorizing execution of contract with the Cumberland Summer Theatre to provide $50,000 in Community Legacy grant funding for the rehabilitation of the theater

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

REPORT ON CUMBERLAND POLICE DEPARTMENT EMPLOYEE COMPENSATION & BENEFITS

March, 2018

Prepared by

Citizen Advisory Commission on Salaries and Benefits

Table of Contents

I.	Overview	1
II.	Executive Summary, Analysis and Observations	1
III.	Conclusion	2
IV.	APPENDIX A – Police Compensation Survey	A-1
V.	APPENDIX B – Raw Data Chart	B-1
VI.	APPENDIX C – Commission Biographies	C-1
VII.	APPENDIX D – Ordinance No. 3819	D-1

March, 2018

Dear Mayor and City Council:

In accordance with Ordinance No. 3819, which established the Citizens Advisory Commission on Salaries and Benefits, we are pleased to submit data, analysis, and observations pertaining to the pay and benefits of the Cumberland Police Department.

Members of the Advisory Commission appointed by the Mayor and City Council are Dale Sams, Chair, and Commission members Matt Gilmore, Raymond Morriss, Mary Beth Pirolozzi, and John Smyth. All are residents of Cumberland, Maryland, none are associated with Cumberland city government, and all are serving without compensation. Each member, appointed based on his or her knowledge and experience, is to serve until February 28, 2019, or longer if the duration of the Commission is extended. Biographical information for the Commission members can be found in Appendix C of this report. Ordinance No. 3819 can be found in Appendix D of the report.

I. Overview

The purpose of the Commission is to study the salaries and benefits of the city's full-time employees and the mayor and city councilpersons to ascertain and report whether they are competitive with respect to the salaries and benefits of similarly situated government employees.

With that in mind, the Commission decided to focus its attention first on the pay and benefits of Cumberland Police Department employees, whose labor agreement will be addressed over the next few months.

Critical data for comparison with Cumberland was obtained from six municipalities within a one hundred mile radius of Cumberland: Hagerstown, Maryland; Altoona, Pennsylvania; Morgantown, West Virginia; Martinsburg, West Virginia; Johnstown, Pennsylvania; Winchester, Virginia; and two counties: Allegany County, Maryland and Garrett County, Maryland. This data is presented in Appendix B of the report.

II. Executive Summary, Analysis and Observations

The chart titled Police Compensation Survey in Appendix A is divided into four sections: community profile statistics, pay comparisons, benefits comparisons, and miscellaneous benefits. We believe these charts are self-explanatory. In some cases, it was not possible to obtain relevant information from one or more of the entities studied. Where that occurred, you will note that the number of responses in the chart is less than nine (9). For ease of understanding, we have ranked Cumberland relative to the entities studied and then noted in the right-hand column whether Cumberland ranked low (yellow), middle (green) or high (blue).

The data from which the Police Compensation Survey was derived is contained in Appendix B and includes some data we deemed too detailed to be included in the Police Compensation Survey. However, we believe this additional information will provide answers to questions that might arise.

We believe the following observations about the comparisons in the Police Compensation Survey are of particular relevance.

- The number of police per 1000 residents is high in Cumberland relative to the peer group.

- The Patrol Person category, with respect to pay, ranks low (yellow) when compared to the peer group. The average pay for Cumberland's Patrol Person is slightly higher than the comparable position in Allegany County, but is lower than pay for this position in 6 of the other entities studied.

- Automatic longevity increases granted for each of the first five (5) years of employment (and then at various intervals) escalate police pay at a significant pace.

- Vacation for Cumberland Police Department employees, while essentially on par with similarly situated Allegany County employees, is high (blue) when compared to similarly situated employees in the other entities studied.

- Employee contributions to their health care plan are low (yellow) when compared to the others in the peer group.

- The total annual compensation package (comprised of pay and benefits) is approximately: Patrolman $80,000; Corporal $87,000; Sergeant $109,000. (See Appendix A-2)

- Take home vehicle provisions for police department employees are comparable across the peer group.

III. Conclusion

Cumberland Police Department employees are generally paid comparably to similarly situated employees in the peer group, with the exception of officers in the Patrol Person category, who are ranked low. However, officers in this category are eligible to receive longevity increases in each of their first five years of employment that would increase their pay levels over time. Higher turnover among officers in the Patrol Person category may contribute to lower pay levels, on average, since these employees may not be staying long enough to realize higher pay through longevity increases.

Police Department employees enjoy lower contributions to their health care plan, lower health care deductibles, and greater paid time off with respect to vacations when compared to the peer group.

The Commission trusts that this information is valuable to you and we are prepared to answer questions that you may have.

Dale Sams

Dale Sams, Chairman
Citizen Advisory Commission on Salaries and Benefits

APPENDIX A

Police Compensation Survey

City of Cumberland
Police Compensation Survey (February 2018)

General Statistics	Responses	City	Group Average	Low	High	City-wide Statistics Rank: Low	Middle	High
Population	9	19,978	33,683	18,262	72,130			
Median Home value (2)	9	$ 87,700	$ 132,522	$ 42,000	$ 218,600			
Per Capita Income (2)	9	$ 20,224	$ 21,859	$ 15,810	$ 26,984			
Median Household Income (2)	9	$ 31,855	$ 37,755	$ 24,075	$ 46,460			
General Fund Expenditures	6	$ 19,864,905	$ 26,321,705	$ 14,134,693	$ 3,980,846			
Police Expenditures	9	$ 5,300,009	$ 6,709,115	$ 3,232,782	$ 14,504,770			
Police as a %age of total expenditures	6	26.7%	28.2%	24%	36%			
Police Expenditure Per Capita	9	$ 265	$ 219	$ 45	$ 359			
Police per 1,000 Population	7	2.55	1.82	0.43	2.57			

Pay	Responses	City	Group Average	Low	High	City-wide Statistics Rank: Low	Middle	High
Patrol Person (average base)	8	$ 41,000	$ 46,195	$ 40,213	$ 56,455			
Corporal (average base)	5	$ 49,081	$ 50,418	$ 45,468	$ 59,335			
Sergeant (average base)	8	$ 56,352	$ 56,608	$ 4,968	$ 64,427			
Lieutenant (average base)	7	$ 66,015	$ 67,556	$ 57,336	$ 83,394			
Captain (average base)	6	$ 77,168	$ 73,148	$ 54,613	$ 87,820			
Chief (average base)	6	$ 92,800	$ 92,229	$ 74,263	$ 115,003			
Automatic Longevity Increases	8	Based on Frequency and amount		3 - none, City probably the best				

Benefits	Responses	City	Group Average	Low	High	Beneft to Employees Rank: Low	Middle	High
Annual Sick leave (days)	9	15	14	12	18			
Vacation (days)	9	Based on time to reach vac levels		City early awards and most days				
Employee Health Cost Single	9	$ 75.10	$ 54.60	$ 12.00	$ 83.46			
Employee Health CostTwo Party	8	$ 132.03	$ 201.65	$ 127.48	$ 310.24			
Employee Health CostFamily	9	$ 226.58	$ 271.20	$ 88.84	$ 416.90			
Deductible Individual/Family	9	$ 600.00	$ 937.50	$ -	$ 2,500.00			
Retirement Employee cost	7	7.0%	6.2%	0.0%	7.6%			
Retirement eligibility	8	YOS - Age Combination		Generally small variances				
Retirement benefits	8	All very similar		Generally small variances				
Residency required	8	No residency requirement		All the Same				

Take Home Vehicle	Responses	City	Group Average	Low	High	Beneft to Employees Rank: Low	Middle	High
Officers provided take home vehicles	8	All very similar		All but 1 offered, resid reqd, exc sp				

Police Department Union (Local 1994)				
		Patrolman	**Corporal**	**Sergeant**
Pay Range	**Combined**	$32,309 / $55,474	$37,294 / $65,063	$40,068 / $70,464
Grade	**Averages**	9	11	12
Number	42	31	3	8
Average Length of Service	8.1	5.9	8.4	16.8
Average Current Annual Base	$ 44,501	$ 40,999	$ 49,081	$ 56,352
FY17 Health Ins	15,141	15,150	***8,470***	17,607
Life Ins	40	40	40	40
Insurance Opt Out	594	533	902	712
Other & Premimum Pay	5,651	4,923	5,705	8,455
Pension	13,875	12,783	15,304	17,571
MSRS Pension Admin Fee	181	181	181	181
Worker's Comp	5,525	5,059	6,035	7,139
Medicare	727	666	794	940
Total Salary & Benefits	**$ 86,235**	**$ 80,334**	**$ 86,512**	**$ 108,997**

Total Comp package as % of Base Pay	194%	196%	176%	193%

Note: Pay and benefit information is based on actual compensation amounts and benefit selections at March, 2018.
The "Corporal" health Ins figure that appears to be out of line with the other categories is an actual average that is influenced by a small sample size (3) and actual health care plan selected

APPENDIX B

Raw Data Chart

City of Cumberland
Police Compensation Survey (January 30, 2018)

	Cumberland, Maryland 2017 CAFR	Hagerstown, Maryland 2017 CAFR	Altoona, Pennsylvania 2018 Budget	Morgantown, West Virginia 2017 Audit Report	Martinsburg, West Virginia 2018 Budget	Johnstown, Pennsylvania 2018 Budget	Winchester, Virginia 2017 CAFR	Allegany County, Maryland 2016 CAFR	Garrett County, Maryland 2017 CAFR
General Statistics									
Population	19,978	40,452	44,589	30,855	18,262	19,712	27,743	72,130	29,425
Median Home value (2)	$ 87,700	$ 149,400	$ 85,400	$ 178,500	$ 142,500	$ 42,400	$ 218,600	$ 118,800	$ 169,400
Per Capita Income (2)	$ 20,224	$ 21,759	$ 20,975	$ 23,209	$ 20,646	$ 15,810	$ 26,984	$ 22,029	$ 25,096
Median Household Income (2)	$ 31,855	$ 40,342	$ 36,741	$ 35,502	$ 36,976	$ 24,075	$ 46,466	$ 41,559	$ 46,277
Tax Revenue	$ 11,324,590	$ 28,882,713	$ 17,704,048	$ 26,645,630	$ 11,078,966	$ 11,245,758	$ 72,163,236	$ 72,069,329	$ 66,414,865
Total General Fund Expenditures	$ 19,864,905	$ 39,780,846	$ 31,536,931	$ 35,912,855	$ 16,700,000	$ 14,134,693	$ 79,292,284	$ 80,820,751	$ 78,993,698
Total Education Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,222,718	$ 35,551,783	$ 35,700,583
Public Safety Expenditures	$ 10,444,129	$ 22,294,624	$ 18,499,048	$ 13,680,890	$ 8,846,010	$ 7,190,364	$ 13,296,101	$ 17,295,896	$ 10,649,433
Police Expenditures	$ 5,300,009	$ 14,504,770	$ 10,025,248	$ 8,575,490	$ 3,926,365	$ 3,759,504	$ 7,737,687	$ 3,232,782	$ 3,320,184
Fire Expenditures	$ 5,144,121	$ 7,789,854	$ 8,473,800	$ 5,105,400	$ 4,919,645	$ 3,430,860	$ 5,558,414	$ 1,944,376	$ 3,224,940
Public safety as a %age of total expend	52.6%	56.0%	58.7%	38.1%	53.0%	50.9%	16.8%	21.4%	13.5%
Police as a %age of total expenditures	26.7%	36.5%	31.8%	23.9%	23.5%	26.6%	9.8%	4.0%	4.2%
Fire as a %age of total expenditures	25.9%	19.6%	26.9%	14.2%	29.5%	24.3%	7.0%	2.4%	4.1%
Police Expenditure Per Capita	$ 265	$ 359	$ 225	$ 278	$ 215	$ 191	$ 279	$ 45	$ 113
Citizens per Police Officer	391.7	389.0	*Not Provided*	*Not Provided*	397.0	532.8	566.2	2,326.8	949.2
Relative Median Home Value	100%	170%	97%	204%	162%	48%	249%	135%	193%

Survey		Cumberland, Maryland	Hagerstown, Maryland	Altoona, Pennsylvania	Morgantown, West Virginia	Martinsburg, West Virginia	Johnstown, Pennsylvania	Winchester, Virginia	Allegany County, Maryland	Garrett County, Maryland
Officers		51	104		Not Provided	46	37	49	31	31
Patrol Person								PO I, II & III		Deputy & Deputy 1st Class Combined
	Pay Range	$38,145 / $46,498	$40,106 / $61,405		No range. Same rate for everyone	$41,611 / $70,739	$41,056 / $49,759	$40,285 / $71,032	$39,924 / $62,565	$41,808 / $56,833
	Current Average	$ 41,000	$ 51,314	$ 56,455	$ 43,201	Not Provided	$ 47,168	$ 46,018	$40,213	$44,187
	Number	34	79			27	29	31	21	16
Corporal					*POFC*					
	Pay Range	$44,738 / $54,539	NA			$43,067 / $73,214		N/A	$36,095 / $68,592	$45,394 / $60,563
	Current Average	$ 49,081	NA	$ 59,335	$ 45,468	Not Provided		N/A	$ 47,734	$ 50,470
	Number	3				6		N/A	3	6
Sergeant										
	Pay Range	$48,452 / $59,062	46,292 / $73,242			$44,574 / $75,776	N/A	$48,942 / $78,332	$39,572 / $75,198	$49,097 / $65,505
	Current Average	$ 56,352	$ 64,427	$ 61,094	$ 49,608	Not Provided	$ 49,781	$ 62,878	$ 55,113	$ 53,611
	Number	8	16			6	5	9	2	2
Lieutenant										
	Pay Range	$46,250 / $82,646	$53,461 / $84,695			$46,134 / $78,428	N/A	$51,396 / $82,222	$43,382 / $82,438	$53,105 / $70,851
	Current Average	$ 66,015	$ 83,394	$ 66,967	$ 57,366	Not Provided	N/A	$76,793	$ 60,936	$ 61,422
	Number	5	6			4	N/A	4	4	4
Captain										
	Pay Range	$53,386 / $96,934	$64,171 / $101,852			$52,940 / $89,998	N/A	$56,659 / $90,667	N/A	$57,438 / $76,632
	Current Average	$ 77,168.00	$ 87,820		$ 65,873	Not Provided	$ 54,613	$ 82,562.00	N/A	$ 70,850
	Number	Vacant	2			1	2	3	N/A	1
Other Officer						*Deputy Chief*		*Major*		*Deputy Chief*
	Pay Range	N/A				$54,793 / $93,148	N/A	N/A		$51,506 / $79,288
	Current Average	N/A				Not Provided	N/A	$ 101,212		$ 76,240

City of Cumberland
Police Compensation Survey (January 30, 2018)

	Cumberland, Maryland	Hagerstown, Maryland	Altoona, Pennsylvania	Morgantown, West Virginia	Martinsburg, West Virginia	Johnstown, Pennsylvania	Winchester, Virginia	Allegany County, Maryland	Garrett County, Maryland
Number					1	N/A	1		1
Chief									
Pay Range	N/A	$71,471 / $113,261		N/A	$58,696 - $99,783	N/A	N/A	N/A	N/A
Current Average	$ 92,800	$ 109,808		N/A	Not Provided	$ 76,500	$ 115,003	$ 74,263	$ 85,000
Number	1	1		N/A	1	1	1	1	1
Annual Sick leave (days)	15	12	15	18	12	12	12	15	18
Personal Days			4		3				6
Vacation (days)									
Year 1	0	5		0-2(11 days)	1-4 (10 days)	1-7 (14 days)	12	6	Prorated
Year 2	10	10	2-10 (10 days)	2-5(13 days)	5-14 (15 days)	8-15 (21 days)	12	10	10
Years 3-4	15	10		5-8(15 days)	15-20 (20 days)	15+ (28 days)	12	15	11-12
Years 5-9	20	15	11-15 (15 days)	8-11(17 days)	21+ (25 days)		15	20	13-17
Years 10-24	25	9-17 (20 days)	16-20 (20 days)	11-14(19 days)			10-20 (18 Days)	25	Add 1 day per year
Year 25+	30	17+ (25 Days)	21+ (25 days)	14 or more(21 days			Years 21+ (21 days)	25	until 25 days at year
									17
Employee Health Care Cost (Monthly)		Plus / Level					Option (A or B)	Pre / Post 7/1/06	POS/PPO
Single	$ 75.10	$11.35 / 101.62	$ 75	$ 33.14	$ 78.72	$ 83.46	A $24 - B $0	$55.92 / $13.98	$0.0 / $85.06
Two Party	$ 132.03	$200.94 / $283.79	$ 140		$ 310.24	$ 224.84	A $149.48 - B $105.48	$153.27 / $266.48	$137.02 / $315.64
Parent/Child			$ 130			$ 200.57			$62.54 / $190.12
Parent/Children									$145.34 / $332.48
Family	$ 226.58	$322.83 / $474.37	$ 160	$ 88.84	$ 365.48	$ 258.51	A $448.90 - B $384.90	$164.76 / $299.31	$187.50 / $400.12
Comments			City will pay the first 5% of ins. Premium increase after Jan 2015, the employee pay the next 5% and thereafter it is split evenly between City and employee						Employee/Spouse add $50/$25 per mth if wellbeing incentive is not earned
Deductible Individual/Family	$300/$900	$1,500 Ind-$2,600 Fam / $500 ind - $1,250 Fam	$1,500 / $3,000 with City contributing $850 and $1,700	$2,000 / $3,000	$500/$1000	$250 / $1,500	A $500 / $1,000 - B $1,000/$2,000	Zero in Network	POS $200/$400 in Network
Retirement									
Employee Cost	7.00%	7%			9.5%	0%	5%	7.00%	7.59%
Employer Cost	30.75%	14%			25%	60%	5%	30.75%	12.82%
Retirement Eligibility	25 years of service or age 50	Normal: 25 years at any age or 62 and 3 years of service	Age 50 and 20 years of service	Not Provided "Managed by Department"	20 years of service **AND** age 50	20 years of service or age 50	25 years of service + age 50 or 5 YOS +age 60	25 years of service or age 50	25 Years of service or age 62

City of Cumberland
Police Compensation Survey (January 30, 2018)

	Cumberland, Maryland	Hagerstown, Maryland	Altoona, Pennsylvania	Morgantown, West Virginia	Martinsburg, West Virginia	Johnstown, Pennsylvania	Winchester, Virginia	Allegany County, Maryland	Garrett County, Maryland
Amount	2% of final compensation x years of service (max 60%)	2% of final average compensation for 3 years x # of years - max = 30 years	50% of base wage		20 Years and age 50 = 60%, serve an additional 5 years 2% per year after that 1% per year to a max of 75%	20 year or more (max 60%)	VRS LEOS guidelines	2% of final compensation x years of service (max 60%)	2% average comp x Years of service max = 60%
Other:									
Recent turnover ratio	16%	9.5%		Unknown	7.3%	9.5%	14%	14%	13%
Residency required	No	No	No - but no more than 45 minute response time	No	No	No	No	No	No
Automatic Longevity Increases	2% added to base - years 2,3,4,5,8,11,14,17,20 ,25	(1.038%-1.025%)Years 2 through 15	2.5% Years 6-10, 4.5% years 11-15, 6.5% years 16-20 & 8.5% years 21+	Every two years starting in year 3 and continuing to year 29 starting at $0.09 and ending with $2.26	After 4 YOS $250 annually with additional $50 for each additional YOS up to a maximum of $2,500	Years 5, 10 & 15 (no amount provided)	No	No	No
Officers provided take home vehicles	Some	Some		No	Yes	7 ((4) K9 officers, Chief and Captains)	Some	Yes - if they live in the county	Yes - if they live in the county
Deferred Comp match									County contribute 2.42% if Employee contributes at least 2%
Tuition reimbursement			Up to $10,000		50% up to 6 credit hours per semester				

APPENDIX C

Commission Biographies

Commission Members

J. Matthew Gilmore

Mr. Gilmore is a graduate of Frostburg State University and the University of Baltimore School of Law. He has spent the vast majority of his life as a resident of the City of Cumberland, including the past 11 years. Presently, he is the managing partner of the law firm of Geppert, McMullen, Paye & Getty. As an attorney, Gilmore represents a multitude of business entities and individuals. Among others, Gilmore serves as General Counsel for WMHS and ACM. He and his firm also represent various municipalities in Western Maryland. Gilmore has successfully represented clients in State Court in the following jurisdictions: Garrett, Allegany, Washington and Frederick Counties, as well as in the United States District Court for the District of Maryland. He is presently a member of The Greater Cumberland Committee and serves on the Board of Directors of the Western Maryland Food Bank.

Raymond M. Morriss

Mr. Morriss is a graduate of Centre College with a B.S. in Economics and Management. Mr. Morriss is an experienced manager who spent his entire career working for CSX. Beginning as a Trackman and Locomotive Engineer, he rose through the ranks at CSX Transportation, culminating in the position of Terminal Superintendent in Cumberland from 2004 until his retirement in 2017. As Terminal Superintendent he managed the Budget for payroll, Yard Crews, Overtime time Claims and Administrative functions within the terminal and an overall terminal annual budget of $13 million. He is presently on The Greater Cumberland Committee, a member of the Rotary and the Treasurer of the Community Trust Foundation.

Mary Beth Pirolozzi

Mary Beth Pirolozzi was appointed to serve as Register of Wills for Allegany County in August 2017. Prior to this appointment, she served as Executive Director of County United Way, Inc. for 12 years, covering counties in Maryland and West Virginia. Her 460year career has also included over 18 years in state government as District Administrator to two state senators, in addition to working for 16 years at Frostburg State university in personnel, finance, development and alumni programs. A graduate of Frostburg State University, (B.S. Business Administration, Political Science and Public Policy), she continues her active community involvement as a member of the Beall Institute Board at FSU, Bridges to Opportunity Committees, WMSH Patient Safety and Credentials Committees, and the Bishop Walsh School Board. Pirolozzi previously served on the FSU Foundation Board of Directors and the FSU Alumni Board, having served as president. She also served as City Councilwoman of Cumberland from 2007 through 2013.

Dale E. Sams

Mr. Sams earned a Bachelor's degree from Harvard and an MBA from the Wharton School of Business. He worked almost his entire career in Human Resources for Westvaco (MeadWestvaco following the merger of those companies) and retired as MeadWestvaco's corporate Benefits Manager. During his career, he was responsible for administering wage and salary programs and a variety of benefit programs including medical and dental plans, short and long term disability plans, pensions, 401(k) savings and investment programs, employee assistance plans, etc. Administration of these programs included comparative analysis, negotiating plan financial renewals, and employee communications. Mr. Sams has been a resident of Cumberland for 23 years.

John R. Smyth, Jr. CPA/PFS, CFP, RFC

Mr. Smyth has a B.S. degree from Frostburg State University; he is a Certified Public Accountant/Personal Finance Specialist, a Certified Financial Planner, and a Registered Financial Consultant. Mr. Smyth has prepared business appraisals for the past 30 years and has consulted with business clients regarding acquisitions and dispositions for small business interests for the past forty-one years. In addition to business appraisals, he specializes in taxation, business consulting, succession planning, litigation support, financial planning, and wealth management. Mr. Smyth is employed as a managing director for CBIZ MHM, LLC and is a shareholder in Smyth & Pyles LLC, and independent CPA firm.

APPENDIX D

City of Cumberland Ordinance No. 3819

ORDINANCE NO. 3819

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ESTABLISH THE CITIZENS ADVISORY COMMISSION ON SALARIES AND BENEFITS."

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1: Title.

This ordinance shall be known as the Citizen's Advisory Commission on Salaries and Benefits Ordinance.

SECTION 2: Establishment.

The Citizens Advisory Commission on Salaries and Benefits (hereinafter referred to as the "commission") is hereby established.

SECTION 3: Composition; terms of service; officers.

(a) *Members of commission.* The commission shall consist of five (5) members, all of whom shall be appointed by the mayor and city council from the public at large. The members of the commission must be residents of the city. The mayor and city council shall endeavor to appoint persons to the commission who have work experience and/or professional qualifications which relate to the purposes the commission is intended to serve.

(b) *Term of service.* The members of the commission shall serve at the will of the mayor and city council until such time as they resign or are removed.

MAY 16 2017

(c) *Appointment of officers.*

(1) *Chairperson.* The members of the commission shall annually elect a chairperson from among their members. The chairperson shall preside over meetings. In the event the chairperson is absent from a particular meeting, the members in attendance may select an acting chairperson from those present to preside over that meeting.

(2) *Secretary.* The members of the commission shall appoint a secretary. The secretary need not be a member of the commission.

SECTION 4: By-laws; quorum.

(a) *By-laws.* The commission may but is not required to adopt by-laws for the efficient conduct of its affairs.

(b) *Quorum.* Three (3) members of the commission shall constitute a quorum. The commission may not conduct its business unless a quorum is present.

SECTION 5: Compensation; expense reimbursement.

Members of the commission shall not be compensated, but they shall be entitled to reimbursement for expenses as authorized by the mayor and city council.

SECTION 6: General purpose.

The general purpose of the commission shall be to study the salaries and benefits of the city's full-time employees and the mayor and city councilpersons in order to ascertain and report whether they are competitive in relation to the salaries and benefits of similarly situated government employees.

SECTION 7. Parameters applicable to study.

The following parameters shall apply with respect to the work to be performed by the commission.

(a) *Local government comparisons*. To the extent practicable, the commission shall focus on the manner in which similar local governments in Maryland compensate their employees. In that the city primarily draws its employees from geographically proximate markets, the commission may also focus on the manner in which local government employees are compensated in Allegany, Garrett and Washington Counties in Maryland, Bedford County in Pennsylvania and Mineral County in West Virginia. The local government entities to be considered shall include county and municipal governments and county sheriffs' offices.

(b) *Salary & benefits*. In comparing the salary and benefits of other local government employees to those of city employees, the commission may consider: (i) whether health insurance is provided and, if so, the percentage of the premiums employees are required to pay, the dollar amounts of the premiums which are paid by the employers, deductible amounts and the quality of the coverage provided; (ii) whether retirement benefits are provided and the dollar amount of employer contributions; (iii) holiday, vacation and sick leave; (iv) holiday, vacation and sick leave buy back provisions; (v) the dollar amounts of any clothing, equipment or eyeglass purchase allowances and uniform cleaning allowances; (vi)

the amounts budgeted for compensation in addition to statutorily required amounts which are paid to employees who are off work on workers' compensation; and (vii) such other benefits as the commission deems relevant. To the extent possible, dollar values should be assigned to those benefits.

(c) *Cost of living.* The commission may consider the extent to which the cost of living in the markets it uses for comparison purposes differs from that of the city.

SECTION 8: Order of work, recommendations.

The commission shall conduct its work as to particular departments and groups of employees in the order directed by the mayor and city council. Upon completing the study as to a particular department or group of employees, the commission shall present the mayor and city council with written findings regarding the competitiveness of those employees' salaries and benefits. The commission's findings shall be strictly advisory in nature and the mayor and city council shall not be obligated to take any action pursuant thereto. The findings shall be available for public inspection.

SECTION 9: Outside influences, city staff assistance

(a) *Outside influences.* The commission shall perform its work free from the involvement of parties seeking to influence its outcome. It shall not be subject to lobbying for particular outcomes by the mayor and city council, city officials, management employees, collective bargaining units

or employees, the general public, or by any other parties. Consistent with the foregoing, commission members are discouraged from discussing their work with persons other than their fellow commission members except to the extent such communications are necessary for the purpose of gathering the information they need to perform their duties.

(b) *City staff assistance.* It is expected that the commission will require assistance gathering the data its members need to perform their duties. Upon request made to either the city administrator or city clerk, such assistance shall be provided. Further, to the extent the commissioners require assistance regarding how this ordinance should be interpreted or the manner in which it should be implemented, they may request assistance from either the city administrator, the city clerk or the city solicitor. However, in providing assistance, those officials may not direct the commission as to what its findings must be.

(c) *Closed session meetings.* In order to limit the opportunities for outside parties to influence the commission's findings, as permitted under section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland, it shall meet in closed session when discussing matters that pertain to the substance of its work but not as to purely administrative matters. The commission shall comply with sections 3-305(d)

and 3-306 of the General Provisions Article and its secretary shall oversee compliance issues.

SECTION 10: Termination date.

This ordinance shall not be included in the city code as it is a temporary measure which shall be of no further force and effect as of February 28, 2019, unless said date is extended by order of the mayor and city council.

SECTION 11: This Ordinance shall take effect from the date of its passage.

Passed this **16th** day of **May**, 2017.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

1st reading: May 2, 2017
2nd reading: May 16, 2016
3rd reading: May 16, 2016
Passed 5-0

Regular Council Agenda
March 20, 2018

Description

Acceptance of the Report on Cumberland Police Department Employee Compensation & Benefits submitted by the Citizen Advisory Commission on Salaries and Benefits

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)