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

AGENDA

DATE: December 18, 2018

I. Open Session

1. Meeting to convene at 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

IV. Presentations

1. State of the City Address from Mayor Brian Grim

V. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for November, 2018
2. Utilities Division-Treatment Plants, and Central Services monthly reports for November, 2018
3. Engineering Division monthly report for November, 2018
4. Utilities Division - Flood/Water/Sewer monthly report for November, 2018

(B) Administrative Services

1. Administrative Services monthly report for September, 2018

(C) Police

1. Police Department monthly report for November, 2018

VI. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a contract of sale and deed for the purpose of conveying certain surplus property located at 547 Eastern Avenue to John H. Wolfe, Sr., for the sum of $3,600
2. Ordinance *(2nd and 3rd readings)* - providing for the closure of a portion of Second Street, running from the western right of way line of Somerville Avenue West to the eastern right of way line of Memorial Avenue, as requested by the Housing Authority for the City of Cumberland

VII. New Business

(A) Orders (Consent Agenda)

1. Order approving a Special Taxing District tax exemption for the 2018/2019 tax year for 101 S. Centre St. in the amount of $246.89 and 55 N. Centre St. in the amount of $856.59
2. Order accepting the sole source proposal from the MD State Highway Administration for materials inspection and materials clearance services for the Mechanic Street Access Road Improvement Project (13-14-M) for the total estimated cost of $42,118, with 80% of the cost being provided by ARC funds ($33,694.40) and 20% being provided by the City($8,423.60); and authorizing the City Engineer to execute documents necessary for the provision of this service
3. Order accepting the sole source proposal from the MD State Highway Administration to provide engineering services for the Replacement of Bridge No. A-C-06 on Baltimore Street Project for the total estimated cost of $171,381.95 with the City's cost being 20% of the total cost ($34,276.39), and authorizing the City Engineer to execute documentation necessary for the provision of this service

4. Order accepting the report from the City Administrator advising that there were no damages caused to the adjacent property owner, CSX Transportation, Inc., as a result of the closure of a portion of the public right of way known as Pear Street, approved by Ordinance No. 3844, and that any apparent added benefit to the property owner would be determined by the MD Department of Assessment and Taxation
5. Order authorizing execution of a Contract Amendment with EBA Engineering, Inc. to provide continued professional services to implement Esri Workforce Software (City Project 19-15-M) and provide development and technical support through June 30, 2019 for the additional estimated cost of $18,800
6. Order approving appropriations and transfers for Fiscal Year 2018
7. Order declaring Four (4) SEFAC 7.5 Ton Capacity Column Lifts to be surplus equipment and authorizing them for sale, trade-in or disposal
8. Order authorizing the Mayor to sign and submit a notice to The Bank of New York Mellon Trust Company, N.A. pertaining to the City's intent to refinance a Note issued in connection with Section 108 Government Guaranteed Participation Certificates, Series HUD 2008-A (Note No. B-06-MC-24-0011)
9. Order authorizing an Amendment to the Development Agreement and Agreement of Sale by and between the City, the Cumberland Economic Development Corp., and Cumberland Gateway Real Estate LLC, with an effective date of October 22, 2018, to provide an time extension for closing purposes through February 18, 2019
10. Order rescinding Order No. 26,363 to amend the reference of InSite Towers Development 2, LLC to InSite Towers Development, LLC and authorizing execution of a revised Assignment, Assumption and Guaranty of Lease Agreement by and between Rocon, LLC, InSite Development, LLC, and Insite Wireless Group, LLC, regarding a Ground Lease Agreement for Rocon's use of certain premises at Eleanor Terrace

(B) Letters, Petitions

1. Letter from the City Clerk advising that the Allegany County Board of Elections and the Maryland State Board of Elections did certify the General Election Results of November 6, 2018, and, accordingly, Raymond Morriss is hereby declared the successful candidate for the office of Mayor, and Richard J. "Rock" Cioni and Seth Bernard are hereby declared the successful candidates for the office of Councilman

VIII. Public Comments

All public comments are limited to 5 minutes per person

IX. Adjournment

Regular Council Agenda
December 18, 2018

Description
Meeting to convene at 6:15 p.m.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 18, 2018

Description
State of the City Address from Mayor Brian Grim

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 18, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 18, 2018

Description
Maintenance Division monthly report for November, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
November 2018

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
NOVEMBER 2018

- POTHOLES AND COMPLAINTS
  - Potholed 8 Streets and 3 Alleys using 16 tons of HMA.

- UTILITY HOLE REPAIR
  - Completed 2 Water and Sewer Utility Hole Repairs using 1 ton of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 10 Traffic Control Signs.
  - Installed/Repaired 0 Street Name Signs.
  - Installed or removed 1 handicapped signs
  - Painted 3 curbs

- STREET SWEEPING
  - Swept 158 curb miles (approx. 68 cubic yards of debris).
  - Hauled 0 tons of sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 17 Work Orders.
  - Completed 0 Flagging Operation
  - Cleaned Underpass, McMullen Bridge, and Welch Ave. drainage ditch 3 times. We have now include the 3 rail road bridges weekly
  - Picked up 5 dead animals
  - Completed tree and brush work in 1 area
  - Set out and picked up traffic control for 2 events
  - Hauled salt from storage area to Municipal Center for 2 days
  - Performed snow removal for 2 days

STREET MAINTENANCE - NOVEMBER 2018		11/1-11/2	11/5-11/9	11/12-11/16	11/19-11/23	11/26-11/30	TOTAL
SERVICE REQUEST COMPLETED		4	7	1	4	1	17
PAVING PERFORMED	TONS					45	45
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	1					1
	SEWER	1					1
	CY						0
	TONS	1.0					1
POTHOLES FILLED	STREETS	1	4		3		8
	ALLEYS	1	1		1		3
	DAYS						0
	Cold Mix						0
	TONS	2.0	4.0		10.0		16
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			3		3	4	10
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
						1	1
PAINTING PERFORMED	BLUE					1	1
	YELLOW						0
	RED		2				2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	5	9	0	0	3	17
	Miles	38	86	0	0	34	158
SWEEPER DUMPS HAULED TO LANDFILL	TONS						0
SALT BARRELLS - PICK UP, FILL	DAYS					1	1
CLEANED BALTIMORE ST. UNDERPASS		1	1	1			3
CLEAN SNOW EQUIPMENT	Days		2	2			4
BRUSH REMOVAL/TREE WORK	Areas	1					1
Check Drains/Clean Debris	DAYS		1				1
LEAF PICK UP	Loads	2	6	3		4	15

Traffic Control for Homecoming Game
Set up plow trucks for snow season
Cut down, transported, set up City Christmas Tree
Performed snow removal
Transported salt from storage area to Municipal Center
Started placing salt barrels for snow season
Picked up 5 dead animals
Traffic control for Tree Lighting downtown

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
NOVEMBER 2018

- Constitution Park and Area Parklets
  - Cleaned up garbage 1 time a week
  - Removed several fallen trees in the Park

- Ball Fields
  - Lined 1 field for a total of 2 times

- Miscellaneous Work
  - Prepared Activities Building for rentals
  - Clean up of old HRDC Building
  - Repaired Christmas lights on Va. Ave.
  - Performed snow removal
  - Worked the City Christmas Tree Lighting event
  - Finished closing parks for the season
  - Decorated City Hall for Christmas

Parks & Recs Field Work

November 2018

	Line	Drag	Spike
Flynn			
Nonneman			
Northcraft			
Bowers FB			
Galaxy SF	2		
United			
Nonneman SF			
Long			
Cavanaugh			
JC			
Abrams			
Nonneman Jr			
Northcraft SF			
Bower SF			
TOTAL	2		

Parks and Rec Mowing Areas

November 2018

Location	Times cut
Abrams Field	
JC Field	
Valley St Parklet	
Fairmont	
Ridgedale	
Springdale	
Smith Park	
Vets Park	
Washington Headquarters	
Sun Dial	
Pine Ave	
Lucy's Park	
Old HRDC	
Mullen	
14 Somerville (rear)	
Evitts Creek	
Boat Ramp	
Rolling Mills Parklet	
224-226 Cecelia St	
404-406-414 Park St	
513-529 Maryland Ave	
Emily St dead end	
Louisiana Ave (Hartley's)	
Pear St	
Centre St Playground	
Municipal Center	
Mason's Sports Complex	
Pistol Range	
Cavanaugh Field	
Long Field	1
Constitution Park	

Fleet Maintenance
November 2018

Total Fleet Maintenance Projects	**61**
Central Services	0
Code Enforcement	0
DDC	0
Engineering	1
Fire	1
Flood	0
Municipal Parking	0
P & R Maintenance	3
Police	14
Public Works	0
Sewer	6
Snow Removal	0
Street Maintenance	17
Vehicle Maintenance	2
Water Distribution	3
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	11
Field Service Calls	3
Total Work Orders Submitted	**13**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
December 18, 2018

Description
Utilities Division-Treatment Plants, and Central Services monthly reports for November, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

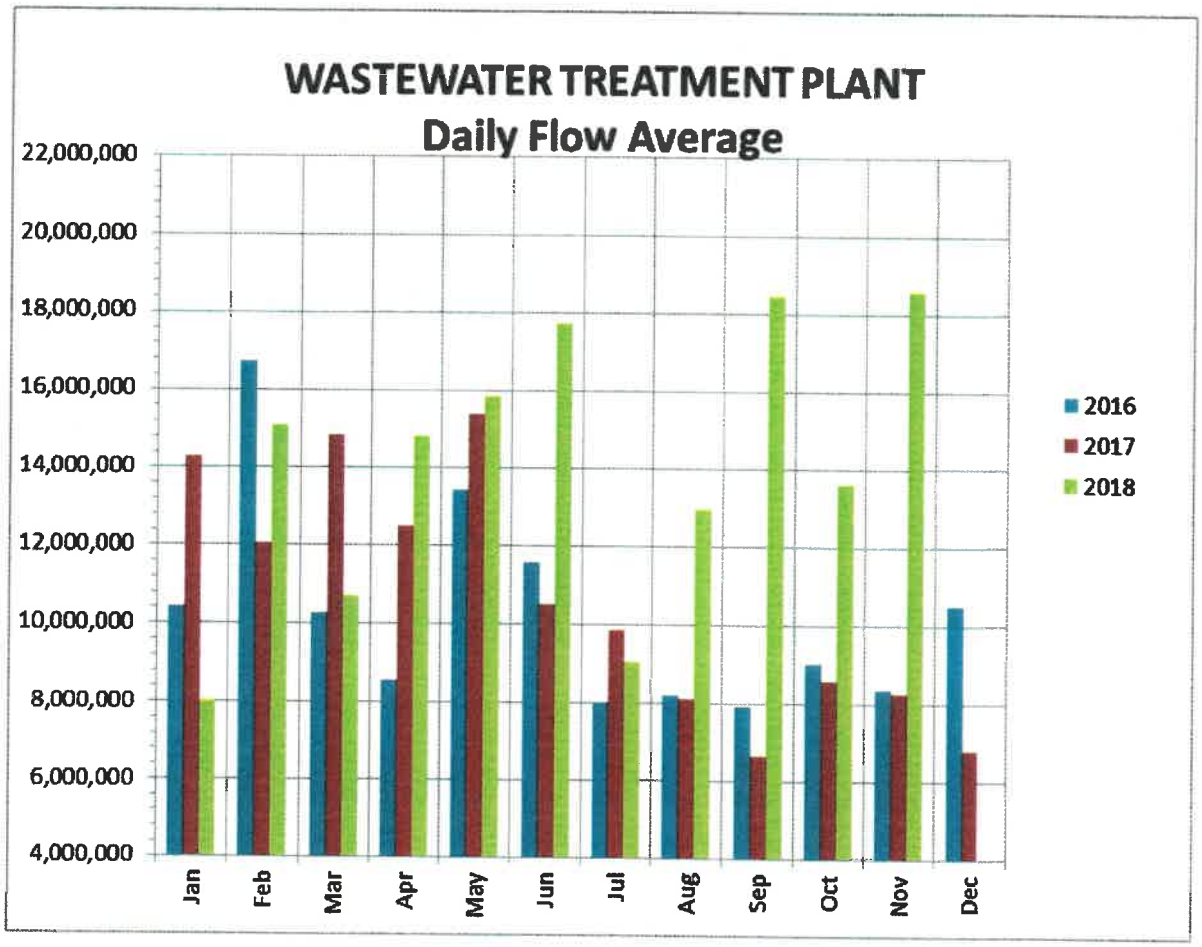
UTILITY DIVISION AND CENTRAL SERVICES MONTHLY REPORTS

November 2018

Wastewater Treatment Plant – November 2018

OPERATIONS:

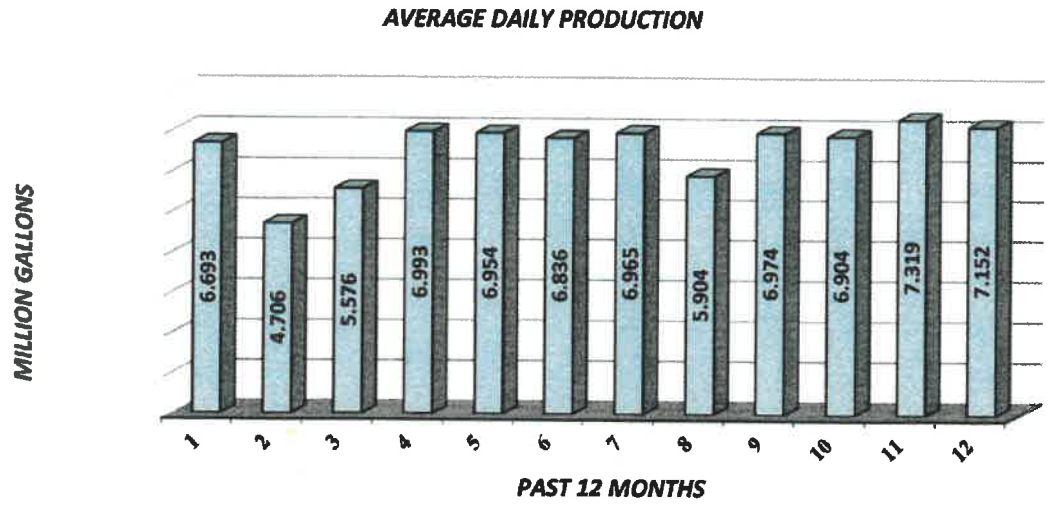
Treated 557,407,000 gallons @ an average of 18.580 million gallons per day. Removed 132,487 pounds of total suspended solids, 89,240 pounds of BOD, 29,560 pounds of total nitrogen, and 4,972 pounds of total phosphorous. Processed 595,341 gallons of sludge producing 62.44 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.

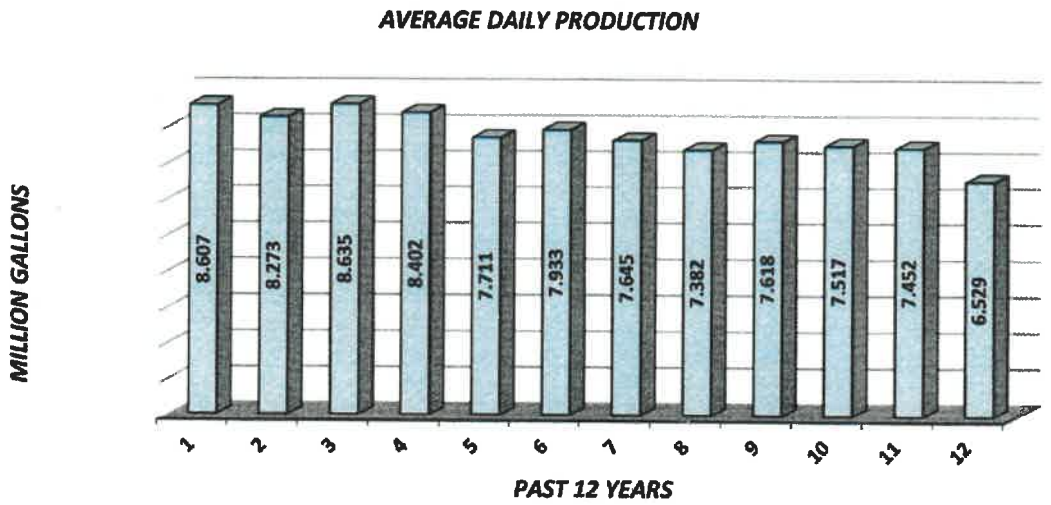


CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

NOVEMBER 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*
- *TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7*
- *BEGAN UNREGULATED CONTAMINATE MONITORING ROUND 4*
- *WORKED WITH GD&F ON INTIAL STAGES OF SMOUSES MILL PUMP STATION UPGRADES*
- *BOTH LAKE GORDON AND LAKE KOON AT 100% CAPACITY*
- *PLANNING FUTURE IMPROVEMENTS/UPGRADES BASED ON DETAILED PLANT EVALUATIONS BY GD&F*

Central Services – November 2018

- **City Hall**: Repaired wall at Frederick St. entrance of City Hall. Repaired fresh air intake motor. Did PMs on all AHUs and fan coil units. Repaired A/C unit for MIS server room. Replaced outlets in main server room of MIS. Replaced LED tubes in HR office.

- **Sewer**: Removed temporary pump from flood control wall at Valley St Bridge.

- **Municipal Service Center**: Worked on garage door on west side of building. Worked on card reader at main gate not working. Repaired lights in street coordinators office. Repaired heater in water dept. Fixed heater in mechanic shop office. Replaced panic bar on water dept. door.

- **Public Safety Building**: Replaced bearings in blower motor of AHU #2. Replaced 2x2 light lens on 2nd floor and basement area. Replaced main pump motor on elevator car #1. Did PMs on all AHUs. Replaced LEDs in basement hallways.

  Police: Replaced TV cable and mounted cable box.

  Fire: Checked on garage door #6 for not closing wright. Replaced hinges on door #1.

- **Flood Control:** Helped with 3 year switchgear testing at all three pump stations.

- **Veterans Park**: Replaced gas control and pilot assembly on torch.

- **Downtown Area & Mall:** Repaired street lights on upper end of mall. Helped with the X-mas tree set up and X-mass decorations.

- **Baltimore St underpass:** Repaired sump pump and cleaned out sump pit.

- **Snow removal**: PSB and City Hall area and sidewalks on Baltimore St Bridge.

- **Wastewater Treatment Plant**: Worked on GBT #2 with Dave plant tech. Help with the location of Averitt Ave flow sensor at the CSO.

- **Traffic and Street Lights:** Started with the new traffic controls at Allegany and Greene St. Repaired 2 street lights on Glenn St. Fixed Valley street Bridge lights.

- Load tested generators.

- Reported 6 light to power company to be repaired.

Regular Council Agenda
December 18, 2018

Description
Engineering Division monthly report for November, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	The funds that were approved last year are not enough to properly complete the project. A new application for funds has been submitted to MDE but it was not approved. We will have to have some additional conversations with MDE about this project. This project has been complicated because of location of the sewer lines deep under the CSX Yards.	RLS	6/14/2018
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Concrete work continues. Overall work is approximately 48% complete, based on work completed and materials received and stored to date. Original completion date of May 1, 2019 is now approximately August 29, 2019.	PJD	12/3/2018
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	**UPDATE-** Reimbursement was sent to SHA For final reimbursement on project.	KAR	6/13/2018
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**UPDATE** - Project will require a waterway construction permit and for an EAP to be submitted/approved by MDE. Project is on hold until MDE issues can be resolved.	RLS	6/12/2018
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Currently not a high priority project.	PJD	12/3/2018
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	**UPDATE** Shipping Container blocking access to trees to be removed to complete project.	PTE	12/4/2018
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	**NO CHANGE** Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being. The evaluation of the WWTP and WFP will provide recommendations concerning this project in 2018.	RLS	4/2/2018
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Closeout	**NO CHANGE** - Construction complete, punch list items completed, needs re-inspected for ADA.	JRD	10/10/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	One contractor submitted a bid. It is under review (SHA-required bid certification and variance analysis). Once that is completed, and the M & CC opt tp award the contract, the Concurrence in Award package will be sent to SHA for their consideration.	PJD	12/3/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**NO CHANGE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	**NO CHANGE** - This project should become a Canal Place Project. There has not been much activity on this project recently, however we will keep it here until it is either dropped or started by Canal Place. Hopefully a new project under Canal Place will begin in 2019.	RLS	1/11/2017
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Construction	**NO CHANGE** Project continues. Stream sampling ongoing on a monthly basis.	RJK	7/6/2018
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**UPDATE** Asset Management Program/Capital Improvement implementation. Initial funding/contract expiring at the end of Dec. A proposal is being reviewed for continued tech support of the GIS mapping and field reporting apps. SOPs, Dashboard development and Workforce app are proposed for 2019 work.	RJK	12/4/2018
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Complete	First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	4/11/2018
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	**NO CHANGE** - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	10/11/2018
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	**NO CHANGE** - Work can start as soon as the Owner desires.	PJD	12/3/2018
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	Public presentation by Cochran Studio occurred 11/10/18. Design continues, especially with underground utilities. Awaiting input from the Baltimore Street Design Committee and their consultant.	PJD	12/3/2018
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	This project is complete. The leak in the liner has been addressed.	RLS	10/12/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2016	1-16-W	Willowbrook Road 12" Waterline Replacement	Replacement of 12" waterline along the NE side of Willowbrook Rd from the roundabout (Main Hospital Entrance) through the intersection of Country Club	Planning	Work is virtually complete. Flow test completed, and paving is well underway.	PJD	12/3/2018
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	**NO CHANGE** -Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	RLS	6/1/2017
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	**UPDATE** - This project is being placed on hold due to needs at other bridges. Once Baltimore Street and Cumberland Street are replaced, this project will proceed.	RLS	12/4/2018
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area. That work could start in August 2018.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction Bidding	CSXT has approved the design of the water line and MDOT will advertise the project on 12/4/18. The City is still working on an issue of insurance with CSX due to the easement	RLS	6/14/2018
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	**UPDATE** Results of the 1-year sampling events were presented at the October Evitts Creek Steering Committee meeting. Powerpoint provided by WPC. Funds are in place for FY 2019 sampling; however, the fall sampling is not able to happen due to the excess rainfall this fall. A fall 2019 sampling is propsoed in it's place. Funds will be requested under FY20 budget.	RJK	12/4/2018
2017	09-17-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	**UPDATE** One year extension of project will continue through FY 19	KAR	5/11/2018
2017	10-17-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	**UPDATE** One year extension of project will continue through FY 19	KAR	5/11/2018
2017	12-17-M	Computer Aided Design Services	Computer Aided Design (CAD) Services to prepare several AutoCAD Templates, to convert existing standard construction details to CAD, and to create several new standard construction details.	Design	Work has been completed on the CAD Templates, along with the conversion of of approximately 40 standard detials of construction into the new CAD format.	JRD	10/10/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	13-17-RE	Constitution Park Sound Garden	A sound garden/sound park has been proposed of Constitution Park. This would be a collection of Outdoor Musical Instruments used for recreation and education.	Design	**UPDATE** - Hayden Ort-Ulm is no longer involved in the project. Direction of project has moved to installing prefabricated instruments from Miracle Recreation that will go within the existing playground at the new site. A quote has been obtained from Miracle for total cost of the project. Funding is being finalized with anticipated construction in spring 2019.	JAT	12/4/2018
2017	14-17-WFP	Water Filtration Plant Evaluation	This is an evaluation of the City's Water Plant, being done by GD&F.	Study	**UPDATE** - Study is complete and the final report has been submitted	RLS	10/12/2018
2017	15-17-WWTP	Wastewater Plant Evaluation	Being done along with 14-17-WFP	Study	**UPDATE** - Study is complete and the final report has been submitted	RLS	12/4/2018
2017	16-17-	NA	NA	N/A	NA		
2017	17-17-W	24" Main Break Emergency Repairs	Decatur and Glenn Streets	Construction	This emergency work is complete. The work was done by Carl Belt, Inc and was handled by Public Works with assistance from Engineering.	RLS	10/18/2017
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Planning	**NO CHANGE** - No Department work yet, but a design meeting had been planed and later canceled.	RLS	10/18/2017
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning	**COMPLETE**	RJK	4/2/2018
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	**NO CHANGE**	RJK	4/2/2018
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Planning	**NO CHANGE**	RJK	4/2/2018
2017	22-17-RE	Constitution Park and Area Plan (Bike & Walking Paths)	Using MPO Funds through Allegany County this project will work to develop a plan for paths through the Park and also provide connection link to City streets, as well as the WMHS (hospital) and ACM on Willowbrook Road.	Planning	Waiting for ALTA to submit final report	RLS	10/12/2018
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Planning	A septic tank was removed. It is not expected to solve this issue, but no more action will take place except to continue to monitor and test the flow. Because of high water in Wills Creek the current flow has very low BOD.	RLS	10/11/2018
2017	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	**UPDATE** Thirteen (13) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation.	RJK	12/4/2018
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	N/A	Funding request submitted to MDE. Information on that request is expected prior to June, 2018. A scope of work and an RFP for Engineering is in progress. GOOD NEWS! This project has moved up on the MDE priority list and may be funded.	JDF	7/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2018	02-18-RE	Cavanaugh Ball Field Lighting Project	Purchase and installation of new MUSCO lighting system planned for installation	Design	**UPDATE** Lights have been delivered. Design Build Contract awarded to S&S Electric	KAR	12/13/2018
2018	03-18-SWM	First People's FCU ATM Site-415 Mechanic St	Site changes involving ATM facility and addition to existing garage, as well as milling and overlaying existing paved surface.	Design	SWM Plan approved.	PJD	6/8/2018
2018	04-18-SWM	Grand Avenue Gas Line	Columbia Gas project on Grand Avenue	Planning	Columbia Gas project	KAR	12/12/2018
2018	05-18-WWTP	WWTP Roof Replacement - Dewatering Building	This project includes replacement of the existing built-up roof system (BUR) at the Dewatering Building for the Wastewater Treatment Plant (WWTP-DB) with a new BUR system. The existing WWTP-DB contains 5 different roof levels, with a combined area of approximately 6,100 SF.	Construction	Construction is complete	RLS	10/11/2018
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	MDOT has confirmed funding and appointed a consultant for the design of the bridge. Currently waiting for Jacobs/EBA to provide the necessary documents to move forward	RLS	12/4/2018
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	MDOT has confirmed funding and appointed a consultant for the design of the bridge. Currently waiting for MDOT to provide notice to proceed to Wilson T Ballard to begin the design.	RLS	12/4/2018
2018	21-18-WWTP	Repaint Primary Clarifier Equipment	This project includes the repainting of the primary clarifier equipment at the WWTP. The steel equipment will be prepared and painted, as well as the effluent channels. Two primary clarifiers and two thickener stations will be repaired	Planning	**UPDATE** - Project is currently under construction and experiencing significant delays due to rain. Project is at 50% completion and work will be stopped due to air temperatures. The project will resume in the spring when the air temperatures increase.	RLS	12/4/2018
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	**UPDATE** DRAFT FY20 RFP to be reviewed for bid final documents for Dec/Jan bidding time frame.	RJK	12/4/2018
2018	23-18-WWTP	FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF	Application through MDE for energy grants for WWTP or WFPs	Planning	**UPDATE** Optimization of WRF Aeration System was awarded up to $1 mil for project. By MDE Must be under construction by June 30, 2019. Design almost 60%. Project documents submitted to MDE for sole source approval prior to bid ready documents. Bid specs in process of completion.	RJK	12/4/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						November 30, 2018	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** New RFP being drafted for bid ad 12/2018	RJK	4-Dec-18
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	**UPDATE** Meeting monthly. Presentations set for spring, joint City/County recycling info.	RJK	4-Dec-18
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	**UPDATE** Annual inspections took place Aug 20 - WMHS July 31 - FCI May 22 - CSX September 7 - MDE PCI Inspection	RJK	4-Dec-18
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	**UPDATE** - Renewal application mailed June 1, 2018. Awaiting MDE communication/site visits.	RJK	4-Dec-18
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**UPDATE** Semi Annual Report submitted 7/9/2018. Prepping for Jan 10, 2019 submittal.	RJK	19-Oct-18
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** October 18 Quarterly Meeting. Slate of Alternate voting members recommended for MD membership. Next step official appointments by M&CC.	RJK	4-Dec-18
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Planning for spring planting	PTE	4-Dec-18
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	NO CHANGE	PTE	4-Dec-18

Regular Council Agenda
December 18, 2018

Description
Utilities Division - Flood/Water/Sewer monthly report for November, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Utilities Division Activity Report for Nov 18					
REQUEST	W/E 11/9/18	W/E 11/16/18	W/E 11/23/18	W/E 11/30/18	MONTHLY TOTALS
Water Service Technicians					
NON READS/MDM go backs		29	17	37	83
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	7	10	3	6	26
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	4	1	2	3	10
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	2	11	17	19	49
REPAIR WIRING/GET READING		1	1		2
ORANGE TAG FOR REPAIRS		1	6	4	11
YELLOW TAG FOR H/L USAGE/APPT				1	1
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	41	42	25	32	140
TURN WATER OFF		3			3
NONPMT/BAD CK/AGREE SHUT OFFS	41	46	17	32	136
SHUT OFF RECHECKS	59	69		26	154
PULL METERS - READS/SPAC WR OFF		5			5
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS	1				1
INSTALL COUPLERS/PLUGS/LOCK			1	1	2
NEW METER/DIAL		2	2	2	6
METER TESTS-Residential		1	8	2	11
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
FREEZE UP CHECK/NO WATER					0
MOVE METERS OUTSIDE/READINGS	1		1	1	3
SP Change Outs/Repairs/Reactivates/Move	18	14	8	7	47
Replace smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	2		1	1	4
HYDRANT/IRRIGATION METER					0
Total					695
Water Pipe Technicians					
LINE LOCATOR	98	46	17	75	236
TAPS SERVICED	2	2	2	1	7
LEAKS REPAIRED		2		1	3
REPLACE SERVICE @ 1 HUDSON	13				13
SHUT DOWN LEAKING VALVE - Braddock Jr	2				2
ASSISTED 330 WITH LINE LOCATES	2				2
MARKED TAPS - NEW ALLEGANY HIGH		3			3
CLEAN WAREHOUSE & 304		3			3
HELP LOCATE LEAK @ CUMB COUNTRY CLUB		3			3
REPAIRED HYD #54			2		2
WATER SAMPLE 12401 OLD WILLOWBROOK			2		2
12401 OLD WILLOWBROOK - FLUSH LINE			2		2
BACKFILLED 578 PATTERSON			3		3
ARCH & GRAND - LOCATE STOP/TURNED OFF				3	3
ABANDON SERVICE - 212 FULTON				3	3
FLUSHED HYD #490/ODOR TO WATER/ N CTR				3	3
GET COUNT ON CURB BXS(FRED & SEC STS)			2		2
ASSIST 330 WITH DESIGN TICKET			2		2
TAKE HYD #924T OUT OF SERVICE				3	3
CHECK METER BX HIT BY PLOW				3	3
TOPSOILED & COLD MIXED HOLES				3	3
INVESTIGATE LEAK NEAR NE SCHOOL				5	5
HYD #533 - PUMP OUT/NOT WASTING				5	5
INVESTIGATE LEAK PIEDMONT@COLUMBIA				4	4
					0

					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0

Watershed

Willowbrook Rd Project (several weeks)
Cleaned out and washed 380
Took old 380 out of town to have air compressor installed
Got new (379) ready
Willowbrook Rd Project - flow test on hydrants at AC of MD
Willowbrook Rd Project - installed hydrants
Willowbrook Rd Project - cut trees from water line

Projects

Projects					0
GRAND TOTAL					1012

November 2018 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Mowed 30 acres

Check sewage regulators

Work on Corps of Engineers sign

Safety meeting

SEWER BRANCH

Calls answered	6
Service lines opened	2
Owner's trouble	5
Traced lines/main	58
Mains Repairs/ Replace	0
Sewer taps installed/replaced	1
Cleaned catch basins	5
Cleanouts installed	0
Televised sewer mains	0
Televised sewer lines	0
Call outs/ overtime	3 callouts/ 17 hours overtime
Weekly check of overflows, pits	5
Catch basin repair/rebuild	1

Oldtown Rd.

Hydro for water 4 sites

Hydro for sewer 3 sites

Safety meeting

Gallons of water used

608, 605/8,000 gals.

Flushed mains 5,994 feet

Regular Council Agenda
December 18, 2018

Description
Administrative Services monthly report for September, 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 September, 2018

December 18, 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 September, 2018:

Management Information Systems (MIS) Department
September 2018

Statistics

198 completed help desk requests
141 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with Sensus to upgrade FlexNet Meter Reading System
- Continued working with MuniLink after going live on Utility Billing System
- Work with City Clerk and Risk Manager on Risk Management System
- Work with Parking Enforcement on development of replacement ticket system
- Assist Engineering with GIS project
- Work with Secom to replace AMAG card access boards

Parks & Recreation Department
September 2018

Pavilion Reservations and usage for the month of September: 25 reservations utilized pavilions, 5 new reservations were made in September

Sunday in the Park Concert series: The final concert of the season was held – at the Park Amphitheater in September. The Potomac Concert Band performed Sunday September 2.

Baseball/ Softball League

Soccer/Football League play and practices for September:

The City of Cumberland provides fields for the following leagues:

- JCP Soccer League
- Fort Hill Girls Soccer Teams
- Cumberland Renegades Pee Wee Football
- Adult flag football league
- Fall Softball League Cumberland Girls League – Cavanaugh and Northcraft Fields
- Fall Baseball League Dapper Dan – Long Field and Al Abrams
- Patriots Football – Activities building on Thursday after school

1 - Softball Tournament at Mason Sports Complex

1 - Field usage for special events – Labor Day – (Prescribe Change 4 Mile Run)

Constitution Park Pool

3 Days of operation for the Park Pool (concludes the 2018 season)

- Total Paid Attendance - 460
- Total income for the Month of September $ 1,002.50
- YMCA members - 132

Attendance from pool passes - 17

Other Services available: Amusement park ticket sales (final sales of the season) and games equipment rental.

End of season wrap up working to close seasonal programs and facilities, compiled seasonal data and annual information

Back to School Bash – Family fun and education with "Partners for Success" BOE Allegany Co. Parks & Recreation participated in the event with Arts & Crafts activities.

Fall Program Planning for upcoming fall events

Halloween Party at Constitution Park – Sunday October 28, 2018; 2-5 p.m.

Organizational meeting for the Co-ed Volleyball League – Play begins in November

Holiday Events

Meetings attended:

- Recreation Advisory Board Meeting – September 10
- Bi Weekly Staff meetings

Meetings with seasonal employees- Pool manager, Day camp Director, etc. (wrap up)

- Holiday Event – Annual Tree Lighting
- Allegany County Extension Advisory Council

Community Development
September 2018

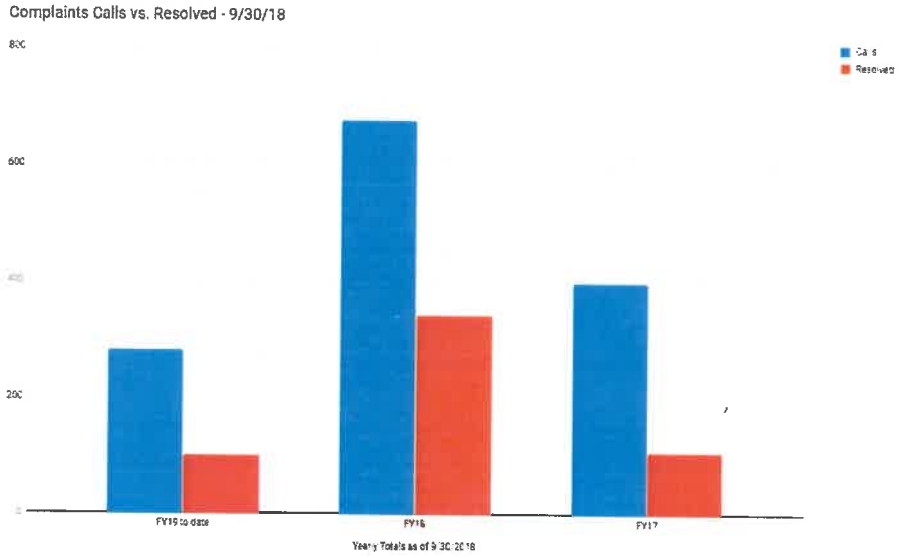
CODE COMPLIANCE

Building and Code Enforcement Activity:

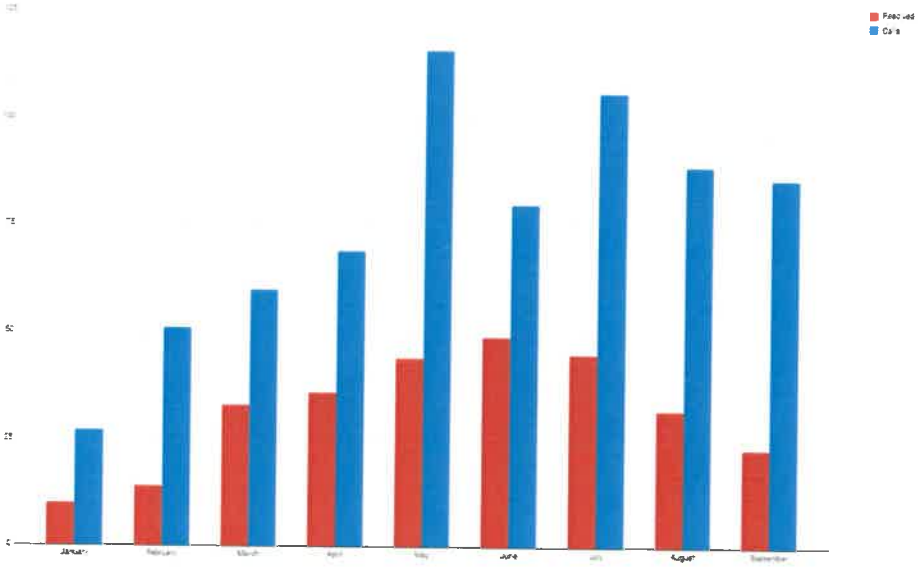
July: 86 new property reports with 23 of those closed.
Closed 2 cases from previous months.

Nuisance & Junk Vehicle		Property Maintenance		Building Code	
Reported	75	Reported	16	Reported	5
Resolved	19	Resolved	1		

Housing Code		Zoning	
Reported	9	Reported	1
Resolved	4		



2018 Monthly Complaint Calls vs Resolved (to date 9/30/18)



Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	8	Received	118	Received	0
Issued	3	Issued	118		

Occupancy Permit

Received: 3
Issued: 1

Housing Inspections

Conducted: 29
Passed: 29

Revenue

Building Permits:.....$301.00
Miscellaneous Permits:..... 166.00
Occupancy Permits: 60.00
Utility Permits (no fees).....0.00

Reviews, Amendments, and Appeals: 0.00
Rental Licenses:.....5,925.00
Paid Inspections:.....0.00
Municipal Infractions:.....0.00
TOTAL $6,452.00

Demolition Permit (Bonds) 0.00

COMMUNITY DEVELOPMENT PROGRAMS

CDBG ACTIVITY

Activity	*Year*	*Initial Fund*	*ERR*	*Contract*	*Spent*	*Remain*	*% Complete*
Balt/Amtrk Infrastructure Imps Trash Cans	2013	148818.06	x	x	148583	235.06	100%
CNHS Closing Cost Grants	2016	32000	x	x	16322.58	15677.42	51%
ADA Sidewalk Imps (Cumberland St)	2015	91882.46	x		0	91882.46	0%
Goethe Street ALU	2016	138040.02	underway		0	138040.02	0%
Amtrak Phase 2 - Mechanic St.	15 & 16	97811	x		0	97811	0%
Friends Aware, Inc. Residential Rehabilitation	2017	49882.21	x	x	49882.21	0	100%
George St. ADA Sidewalks Project	2017	50489.21	x		0	50489.21	0%
CB Sidewalk funds Bellevue	2017	101489.22			0	101489.43	0%
Family Junction Parenting Program	2017	15489.21	x	x	14416.54	1072.67	93%
Cavanaugh Ballfield - Imps. 2	2017	129009.21	x		0	129009.21	0%
HRDC Emergency Homeless Prevention Program	2017	20489.21	x	x	20334.34	154.87	94%
Amtrk Infrastructure Improvements Phase 4	2017	50489.21	x		0	50489.21	0%
correct on 9/10/18	PRE-	Aug 18 drw	POST	July 18 drw			

		Orig			*Spent*	*Remain*
2017 Admin	2017	120806.21			62545.12	58261.09
2017 Indirect Cost	2017	9683			9683	0
2017 Fair Housing	2017	10489.21			6890.87	3598.34
					79118.99	61859.43

9/10/2018

Comptroller's Office
September 2018

Cash Flow:

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

On September 1, 2018 the City had a cash balance of $2.3 million. Receipts exceeded disbursements by $1.2 million resulting in a cash balance of $3.5 million at September 30, 2018. In addition, the City had an investment balance of $16.7 million.

As of September 30, 2018, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund) $ 4,996,866

	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2019	$ 7,131,180	$ -	$ 3,263,557	$ -	$ 3,867,623
FY 2018	767,927	-	44,151	-	723,776
FY 2017	303,688	-	13,157	-	290,531
FY 2016	35,898	-	21	-	35,877
FY 2015	30,433	-	42	-	30,391
FY 2014	18,425	-	-	-	18,425
FY 2013	14,245	-	-	-	14,245
FY 2012	8,932	-	-	-	8,932
FY 2011	3,677	-	-	-	3,677
Prior FY's	3,389	-	-	-	3,389
	$ 8,317,794	$ -	$ 3,320,928	$ -	$ 4,996,866

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

Real property (non-owner occupied)	$ 1,513,347
Non-Corp Personal Property	14,458
Corporate Personal Property	706,211
Real Property (semiannual payments)	1,633,607
Real Property (Half Year)	-
	$ 3,867,623

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

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
September 30, 2018

	Cash	Investments
Beginning Balance	$ 2,276,019	$ 14,167,090
Add:		
Cash Receipts	6,832,950	2,520,185
Investment Transfer	2,520,185	-
Less:		
Disbursements	8,109,496	-
Investment Transfer	-	-
Ending Balance	$ 3,519,658	$ 16,687,275
Restricted	$ 303,871	$ 1,116,236

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

Restricted Cash

	9/1/2018	Increase	Utilization	9/30/2018
Police Seizures	$ 124,254	$ 37	$ 11,196	$ 113,095
Bowers Trust	32,194	-	-	32,194
Restricted Lenders	106,341	-	-	106,341
Other	52,241	-	-	52,241
	$ 315,030	$ 37	$ 11,196	$ 303,871

Restricted Investments

	9/1/2018	Increase	Utilization	9/30/2018
DDC	$ 6,736	$ 11	$ -	$ 6,747
GOB 2013	1,107,648	1,841	-	1,109,489
	$ 1,114,384	$ 1,852	$ -	$ 1,116,236

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 is in process and the funds will be utilized before the end of the year.

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

	9/1/2018	Utilization	9/30/2018
CDA 2014	$ 800,777	$ -	$ 800,777
CDA 2015	2,073,771	(247,228)	1,826,543
CDA 2017	515,821	-	515,821
CDA 2018	2,471,000	-	2,471,000
	$ 5,861,369	$ (247,228)	$ 5,614,141

CSO Projects Debt Draws

	8/1/2018	Utilization	8/31/2018
Evitts Creek Debt	$ 143,260	$ -	$ 143,260
Evitts Creek Grant	-	-	-
WWTP Debt	970,035	204,891	1,174,926
WWTP Grant	6,790,233	1,434,240	8,224,473
	$ 7,903,528	$ 1,639,131	$ 9,542,659

The only CDA draws in September were from CDA 2015 ($248K) for a variety of small projects including public safety building garage doors, water meter replacement program, sidewalk repairs at the Lake Coon dam and miscellaneous Sewer Fund projects.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During September we submitted draw requests for $1.4 million in BRF grants and $205K in new debt on the WWTP CSO project. There was no Evitts Creek CSO project activity.

Respectfully submitted

Jeff Rhodes
City Administrator

Regular Council Agenda
December 18, 2018

Description
Police Department monthly report for November, 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

November 2018

City of Cumberland Department of Police

Monthly Report

November 2018

Part 1 Crimes for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Aggravated Assaults	6	7	B & E (All)	18	15	Murder	0	0	Rape	1	3
Robbery	0	7	Theft - Felony	1	1	Theft - Vehicle	2	1			

Selected Criminal Complaints for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Theft - Misdemeanor	22	19	Theft - Petty	44	34	Domestic Assaults	28	28	CDS	57	41
Disturbances	149	156	DOP/Vandalism	24	23	Indecent Exposure	2	1	Sex Off - Other	3	1
Suicide	0	1	Suicide - Attmpt.	0	1	Tampering M/V	0	0	Abuse - Child	2	5
Trespassing	14	10	Assault on Police	1	7	Assault Other	40	20			

Selected Miscellenous Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alcohol Volations	1	6	Juvenile Compl.	8	11	Missing Persons	7	7	School Resource	84	79
School Threat	0	1	Sex Off. Regist.	8	13	Truancy	3	3	Death Investigation	6	2

Selected Traffic Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
DWI	12	8	Hit & Run	21	25	M/V Crash	82	84	Traffic Stop	402	458

Selected Service Calls for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alarms	58	66	Assist Motorist	38	49	Check Well-Being	97	88	Foot Patrol	42	20
Assist Other Agency	46	53	Bike Patrol	0	0	Special Events	12	15	Suspicious Activity	77	69

Arrests Totals for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
M/V Citations	87	70	M/V Warnings	327	381	Adult Arrests	158	141	Juvenile Arrests	22	22

	2017	2018
Total Incidents Reported :	**2,143**	**2,214**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2018

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	5 officers
Squad D1	8 officers
Squad N1	9 officers
Squad D2	8 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	2 officers

2 above on long-term military deployment / 3 of the above on medical leave

CIVILIAN EMPLOYEES: 7 full time, 11 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	vacant
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	3 part time

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

LEAVE REPORT

VACATION TAKEN: 982 HOURS YEAR TO DATE (beginning 7/1/18): 4856 HOURS

COMP TIME USED: 302 HOURS YEAR TO DATE (beginning 7/1/18): 1108 HOURS

SICK TIME USED: 153 HOURS YEAR TO DATE (beginning 7/1/18): 760 HOURS

OVERTIME REPORT

OVERTIME WORKED: 281 HOURS YEAR TO DATE (beginning 7/1/18): 2292 HOURS

HOSPITAL SECURITY: 120 HOURS YEAR TO DATE (beginning 7/1/18): 691 HOURS

COURT TIME WORKED: 162 HOURS YEAR TO DATE (beginning 7/1/18): 1107 HOURS

TRAINING REPORT

80 OFFICERS ATTENDED 30 TRAINING SESSIONS FOR A TOTAL OF 438 HOURS

Regular Council Agenda
December 18, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 18, 2018

Description

Ordinance *(2nd and 3rd readings)* - authorizing execution of a contract of sale and deed for the purpose of conveying certain surplus property located at 547 Eastern Avenue to John H. Wolfe, Sr., for the sum of $3,600

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 547 EASTERN AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO JOHN H. WOLFE, SR."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 547 Eastern Avenue in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,371, passed by the Mayor and City Council on November 20, 2018;

WHEREAS, John H. Wolfe, Sr. offered to purchase the said property for the sum of $3,600.00 in accordance with the terms of the Contract of Sale attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council deem the acceptance of that offer to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept John H. Wolfe, Sr.'s offer to purchase the real property located at 547 Eastern Avenue, Cumberland, MD 21502 for the purchase price of $3,600.00 and the Mayor is hereby authorized to execute the Contract of Sale attached hereto as Exhibit A;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute

a deed in the form attached hereto as Exhibit B or in a similar form approved by the City Solicitor, conveying the aforesaid real property to John H. Wolfe, Sr. in exchange for the payment of the aforesaid purchase price;

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Seller") and **John H. Wolfe, Sr.** ("Buyer") and is effective as of the date its execution is completed as shown in the signature provisions on the last page hereof.

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, the following tract or parcel of land, together with the appurtenances thereto which are owned by Seller and are hereinafter referred to as the "Property": 547 Eastern Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2052, Page 415, Tax Account No. 22-008765.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Three Thousand Six Hundred Dollars ($3,600.00), which Purchase Price includes the real property and improvements described in Section 1 above.

3. **Payment Terms.** The Purchase Price shall be paid at settlement.

4. **Estate.** The Property is being conveyed in fee simple.

5. **Contingencies.** There are no contingencies for this Contract other than those expressly set forth herein.

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known and unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer.

8. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

It is understood that the Property is presently exempt from real estate taxes, but will become subject to such taxation upon the date of settlement. Buyer will need to pay the real estate taxes for the present tax year from the date of settlement through the end of the current tax year.

9. **Deed and Title.** Upon payment of the Purchase Price, a quit claim deed for the Property shall be executed by Seller at its expense, which shall convey the Property to Buyer. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located

and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

10. **Agency.** Seller and Buyer understand that Mark VanTyne and Julian Agency Real Estate have assisted Buyer in the procurement of this Contract. In the event any real estate agent's or broker's commission or other fee is payable to Mark VanTyne and/or Julian Agency Real Estate in connection with this Contract or the transactions contemplated by its terms, it shall be paid entirely by Buyer without any contribution from Seller. Furthermore, Buyer agrees to indemnify and hold Seller harmless with respect to any amounts claimed by Mark VanTyne and/or Julian Agency Real Estate. The terms of this section shall survive closing and shall not merge into the deed effecting the conveyance of the Property from Buyer to Seller.

11. **Settlement.** Settlement shall occur no later than thirty (30) days after Seller's passage of an Ordinance approving this Contract and the sale of the Property. Seller's City Solicitor shall have the authority to extend the date for settlement on Seller's behalf.

12. **Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by Buyer.

13. **Assignability.** This Contract may not be assigned without the written consent of Seller, which consent may be withheld for any reason or no reason at all. If Seller agrees in writing to an assignment of this Contract, the original Buyer shall remain obligated hereunder until settlement.

14. **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.

15. **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.

16. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

17. **Breach of Contract and Default.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse and be liable to the non-

defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees and costs that party incurs as a result of the default.

18. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians.

19. **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.

20. **Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT.**

21. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. **Signing by Facsimile or Other Electronic Means**. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Contract. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____

By:_____

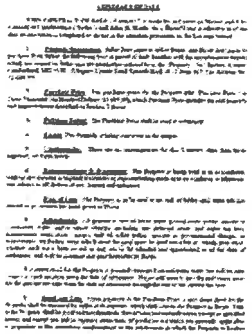
_____

Date

John H. Wolfe, Sr.

Nov 21, 2018

Date



Contract of Sale

Adobe Sign Document History 11/21/2018

Created:	11/21/2018
By:	Giuliana VanTyne (gvt@julianagency.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWT_w_4cZZrOR6IN8WZCSeny4f5pnYvnE

"Contract of Sale" History

Document created by Giuliana VanTyne (gvt@julianagency.com)
11/21/2018 - 7:36:39 AM PST- IP address: 72.28.202.63

Document emailed to Johb Wolfe (jhwolfe57@gmail.com) for signature
11/21/2018 - 7:37:26 AM PST

Document viewed by Johb Wolfe (jhwolfe57@gmail.com)
11/21/2018 - 7:38:43 AM PST- IP address: 66.102.6.229

Document e-signed by Johb Wolfe (jhwolfe57@gmail.com)
Signature Date: 11/21/2018 - 7:43:45 AM PST - Time Source: server- IP address: 173.84.208.201

Signed document emailed to Giuliana VanTyne (gvt@julianagency.com) and Johb Wolfe (jhwolfe57@gmail.com)
11/21/2018 - 7:43:45 AM PST

EXHIBIT B

DEED ONLY – NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ___ day of December, 2018, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the first part, and **John H. Wolfe, Sr.**, of Garrett County, Maryland, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Three Thousand Six Hundred Dollars ($3,600.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, his personal representatives, heirs and assigns, the following described property, to wit:

ALL that lot, piece or parcel of ground lying and being on the southeasterly side of Eastern Avenue, known and designated as Lot No. 258 in the Cumberland Improvement Company's Eastern Addition to the City of Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING at a point in the southeasterly side of Eastern Avenue at the end of the first line of Lot No. 257 in said Addition and running thence with the southeasterly side of said Eastern Avenue, North 40 degrees East 40 feet, then at right angles to said Avenue, South 50 degrees East 120 feet to an alley and with it South 40 degrees West 40 feet to the end of the second line of said Lot No. 257 and with said second line reversed North 50 degrees 120 feet to the place of beginning.

IT BEING the same property which was conveyed from Demetrius Govotsos, to the party of the first part by deed dated March 25, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2052, Page 415.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the party of the second part, his successors and assigns in fee simple forever.

WITNESS the hand and seal of the party of the first part the day and year first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____ By:_____(SEAL)
Marjorie A. Woodring, City Clerk Brian K. Grim, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $3,600.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

The foregoing deed was prepared by the undersigned Maryland-licensed attorney. No title search was performed in connection with its preparation.

_____
Michael Scott Cohen

Regular Council Agenda
December 18, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the closure of a portion of Second Street, running from the western right of way line of Somerville Avenue West to the eastern right of way line of Memorial Avenue, as requested by the Housing Authority for the City of Cumberland

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF A PORTION OF A STREET KNOWN AS SECOND STREET, RUNNING FROM THE WESTERN RIGHT OF WAY LINE OF SOMERVILLE AVENUE WEST (APPROXIMATELY 499 FEET ON THE NORTHERN SIDE OF SECOND STREET AND 495 FEET ON ITS SOUTHERN SIDE) TO THE EASTERN RIGHT OF WAY LINE OF MEMORIAL AVENUE, THE PORTION OF THE STREET BEING CLOSED LYING ON BOTH SIDES BETWEEN THE LANDS OWNED BY THE HOUSING AUTHORITY OF THE CITY OF CUMBERLAND, THE PORTION OF SAID STREET BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

WHEREAS, the Mayor and City Council of Cumberland received a petition from the Housing Authority of the City of Cumberland, requesting the closure of the portion of Second Street generally described in the titling of this Ordinance;

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before December 4, 2018;

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portion of the aforesaid street be closed; and

WHEREAS, in that the Housing Authority of the City of Cumberland owns the parcels of property adjacent to each side of the portion of Second Street being closed by this Ordinance, the entire portion of Second Street being closed shall be conveyed to it.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portion of the Second Street described in the metes and bounds description attached hereto as Exhibit A and as shown on the plat attached hereto as Exhibit B is closed. The said closure is subject to the reservation/granting of a perpetual easement in favor of the Mayor and City Council of Cumberland for the full length and width of the portion of Second Street being closed by this Ordinance for the purpose of ingress, egress, construction, maintenance, operation, alteration, replacement and removal of existing and future utilities. The language describing the aforesaid easement and restrictions and other matters is set forth in the Exhibit C attached hereto. Said language shall be incorporated into the deed effecting the conveyance of the portion of Second Street closed by this Ordinance to the Housing Authority of the City of Cumberland.

SECTION 2: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Second Street, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages shall have been caused by the aforesaid closure of the portion of Second Street described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's/designee' report and shall make determinations regarding the subject matter of the said report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if

applicable the said portion of Second Street particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute a deed effecting the conveyance of the property described in Exhibit A to the Housing Authority of the City of Cumberland.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed, the ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

ALL that portion of Second Street situated between Somerville Avenue and Memorial Avenue in the City of Cumberland, Election District No. 4, Allegany County, Maryland, and being more particularly described as follows (Maryland State Plane Meridian courses and horizontal measurements being used thru out) to wit:

BEGINNING for the same at a point in the westerly right of way margin of Somerville Avenue, thence leaving the lines of said avenue and running with the southerly right of way margin of Second Street;

1. North 73 degrees 41 minutes 17 seconds West, 494.62 feet to a point in the easterly margin of a Memorial Avenue, thence crossing Second Street and running with Memorial Avenue;

2. North 16 degrees 17 minutes 53 seconds East, 40.00 feet to a point in the northerly right of way margin of Second Street, thence with a line thereof;

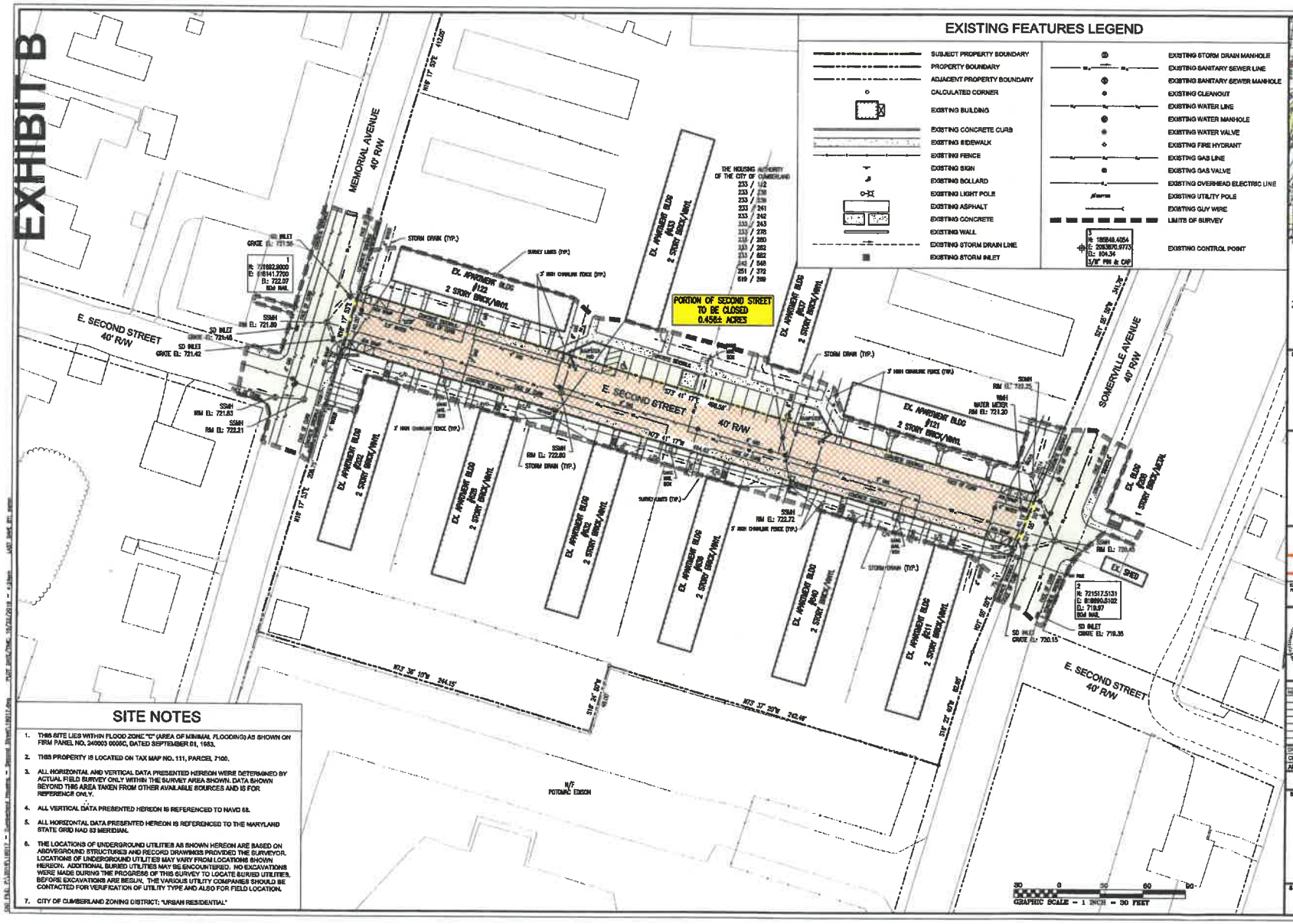
3. South 73 degrees 41 minutes 17 seconds East, 498.56 feet to a point in the westerly right of way margin of Somerville Avenue, thence crossing Second Street and running with Somerville Avenue;

4. South 21 degrees 55 minutes 50 seconds West, 40.19 feet to the place of beginning, containing 0.456 acres, more or less, all of which is shown on "Plan Of Survey" Prepared For Housing Authority of the City of Cumberland, dated October 22, 2018, and intended to be recorded among the Plat Records of Allegany County, Maryland.

ALL OF THE ABOVE described parcel being part of the same property known as Second Street in the City of Cumberland, Maryland.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record.

EXHIBIT B



EXISTING FEATURES LEGEND

- SUBJECT PROPERTY BOUNDARY
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- CALCULATED CORNER
- EXISTING BUILDING
- EXISTING CONCRETE CURB
- EXISTING SIDEWALK
- EXISTING FENCE
- EXISTING SIGN
- EXISTING BOLLARD
- EXISTING LIGHT POLE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING WALL
- EXISTING STORM DRAIN LINE
- EXISTING STORM INLET
- EXISTING STORM DRAIN MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CLEANOUT
- EXISTING WATER LINE
- EXISTING WATER MANHOLE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING GAS LINE
- EXISTING GAS VALVE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- LIMITS OF SURVEY
- EXISTING CONTROL POINT

SITE NOTES

1. THIS SITE LIES WITHIN FLOOD ZONE "C" (AREA OF MINIMAL FLOODING) AS SHOWN ON FIRM PANEL NO. 240003 0005C, DATED SEPTEMBER 01, 1983.
2. THIS PROPERTY IS LOCATED ON TAX MAP NO. 111, PARCEL 7100.
3. ALL HORIZONTAL AND VERTICAL DATA PRESENTED HEREON WERE DETERMINED BY ACTUAL FIELD SURVEY ONLY WITHIN THE SURVEY AREA SHOWN. DATA SHOWN BEYOND THIS AREA TAKEN FROM OTHER AVAILABLE SOURCES AND IS FOR REFERENCE ONLY.
4. ALL VERTICAL DATA PRESENTED HEREON IS REFERENCED TO NAVD 88.
5. ALL HORIZONTAL DATA PRESENTED HEREON IS REFERENCED TO THE MARYLAND STATE GRID NAD 83 MERIDIAN.
6. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, THE VARIOUS UTILITY COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND ALSO FOR FIELD LOCATION.
7. CITY OF CUMBERLAND ZONING DISTRICT: "URBAN RESIDENTIAL"

PROJECT:

STREET CLOSURE
JANE FRAZIER VILLAGE
EAST SECOND STREET
CITY OF CUMBERLAND
ZONING: "URBAN RESIDENTIAL"
ELECTION DISTRICT: 04-008
ALLEGANY COUNTY
MARYLAND

CLIENT:

HACC
HOUSING AUTHORITY OF THE CITY OF CUMBERLAND
426 EAST FIRST STREET
CUMBERLAND, MARYLAND 21502

MARYLAND COORDINATE SYSTEM NAD 83 FEET / NAVD 88

bba
Surveyors | Engineers | Planners

REVISIONS

NO.	BY	DATE	DESCRIPTION

DRAWN:	BBM	DATE:	10/22/2018
CHECKED:	MSB	SCALE:	1" = 30'-0"
APPROVED:		CRD FILE:	----

BBA# 2018017

SHEET TITLE:

PLAN OF SURVEY

SHEET #: 1 OF 1

EXHIBIT C

SUBJECT, HOWEVER, to an easement in favor of the party of the first part and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed for any existing utility lines, for stormwater and surface drainage and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any needed utility lines and stormwater management and sediment and erosion control devices and improvements (collectively, hereinafter referred to as "utilities").

FURTHERMORE, it is a condition of the conveyance effected by this deed that the party of the second part, its successors, and assigns, shall be allowed to use the surface of the land hereby conveyed; however, it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the party of the first part, which consent may be granted or denied for any reason or no reason at all. The party of the second part's use of the property conveyed by this deed shall not interfere with the ingress, egress or other actions of the party of the first part and public and private utilities as necessary for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefore have been submitted to and approved by the party of the first part's Engineering Division, and no work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the party of the second part shall not be permitted to grade the property conveyed under the terms of this deed nor shall it be permitted to alter the surface of the land hereby conveyed, except upon the written consent of the party of the first part, said consent not to be unreasonably withheld.

FURTHERMORE, in the event the party of the second part alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate public or private utilities' lines and/or other appurtenances or improvements

related thereto, the party of the second part shall be liable for all costs associated with the relocation.

FURTHERMORE, the party of the first part and public and private utilities shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

FURTHERMORE, the parties covenant and agree that: (i) The property hereby conveyed shall continue to be surfaced and used as a roadway, albeit a roadway in the private ownership of the party of the second part; (ii) The party of the second part shall be responsible for repairing and maintaining the said roadway in accordance with City of Cumberland standards applicable to City-owned streets; (iii) Any modifications to the roadway, other than the filling of potholes, will require the approval of the City Fire and Police Departments as well as the City Engineer; (iv) Public safety vehicles shall have the right to traverse across the property hereby conveyed at all times and for all purposes; (v) No fencing or obstructions blocking access to or usage of the property hereby conveyed by public safety vehicles shall be permitted; and (vi) The party of the second will place signage on the property hereby conveyed for the purpose of notifying the public that it is private property owned by the party of the second part.

IT IS UNDERSTOOD AND AGREED, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to the land, shall inure to the benefit of the party of the first part and the other parties thereby benefited, and shall be binding upon the party of the second part and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

Regular Council Agenda
December 18, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 18, 2018

Description

Order approving a Special Taxing District tax exemption for the 2018/2019 tax year for 101 S. Centre St. in the amount of $246.89 and 55 N. Centre St. in the amount of $856.59

Approval, Acceptance / Recommendation

101 S. Centre St. – J. Hagan
Tax No. 04-016572
$329.19 Original 2018-2019 Tax
$246.89 Exempt portion
$82.30 New billable amount

55 N. Centre Street – S. Giarritta
Tax No. 14-004955
$1,713.19 - Original 2018-2019 Tax
$856.59 - allowed exemption
$856.60 - new billable amount

☐ 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:** __December 18, 2018__

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

THAT, the following Residential Exemption from the Special Taxing District Levy for the 2018-2019 tax years be and is hereby granted:

Property / Owner	Tax Year / Account No.	Total 2018-2019 Tax	Exempt Amount	Adjusted Amount Due
101 S. Centre St. – J. Hagan	2018-2019 Tax No. 04-016572	$329.19	$246.89	$82.30
55 N. Centre Street – S. Giarritta	2018-2019 Tax No. 14-004955	$1,713.19	$856.59	$856.60

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

_____

Brian K. Grim, Mayor

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2018-2019

I Julianne Hagan request an exemption from the Special Taxing District Levy for property owned by me at:

101 S. Centre St.
Cumberland, MD 21502
04 016572

My request is based upon the fact that this property is used for:

Industrial 44% 25%

Residential 56% 75%

If only part of the property is used for an exempt purpose, designate the percentage so used:

Industrial %_____

Residential %_____

Signed Julianne Hoga

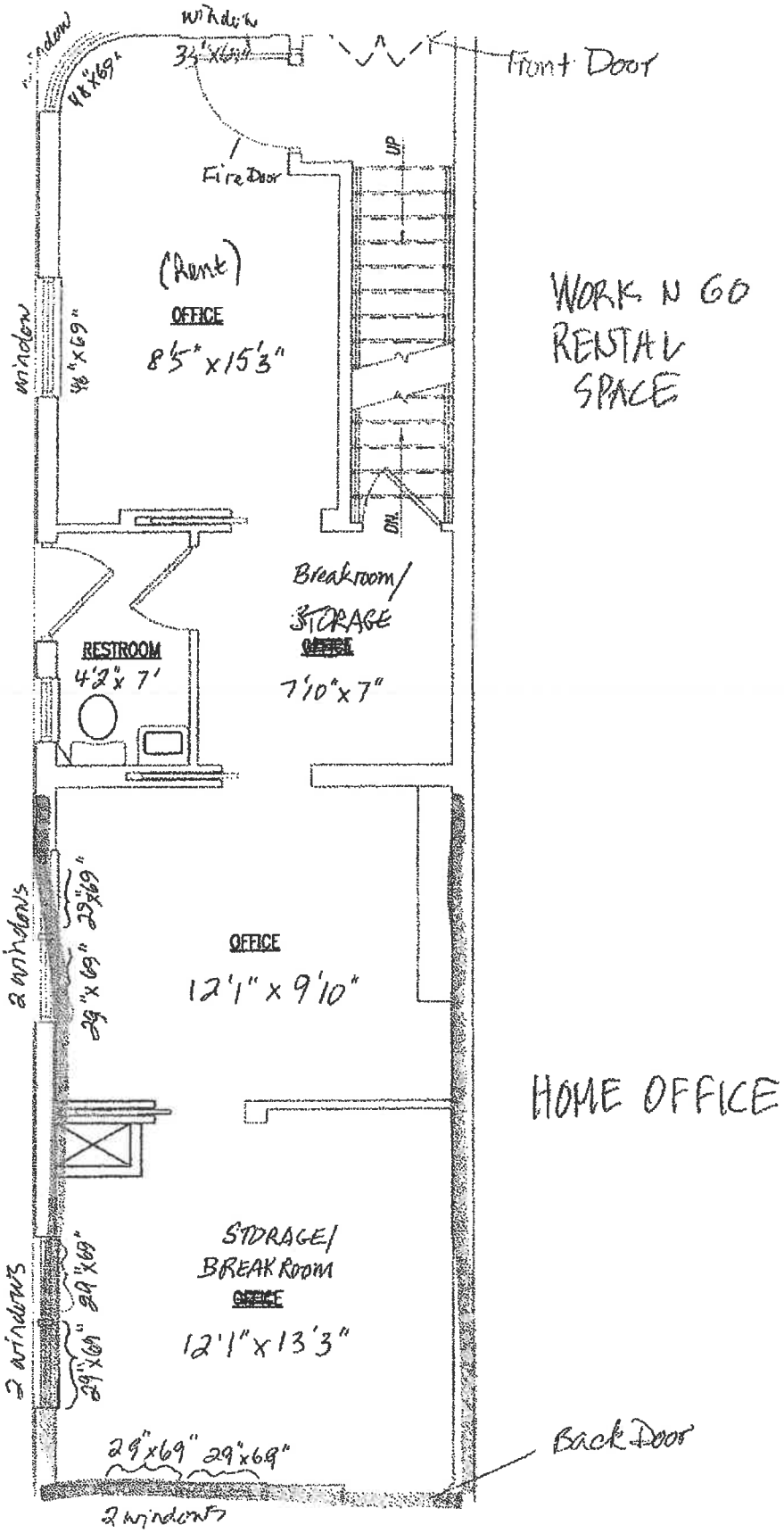
Date 8/1/18

original 122833 @ .00268 = 329.19

Exempt 92124 @ .00268 = 246.89

Billable 30709 @ .00268 = 82.30

Proposed
101 S. Centre St.
1st Floor



City of Cumberland **Live**
8/31/18

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Prop#..: 04-016572
Owner..: HAGAN JULIANNE M TRUSTEE
Address: 101 S CENTRE ST
Mail To: HAGAN JULIANNE M TRUSTEE
101 S CENTRE ST 2ND FLR
CUMBERLAND MD 21502-
Phone..:

School Dist.: CUMB SCHLS

Payoff Date : 8/31/2018
Total Billed: 21,863.20
Tot. Dsc App: .00
Total Paid..: 20,561.78
Total Due W/SC: 1,301.42

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2018	1	SA	201800497	1301.42	.00	.00	.00	1301.42
_	2017	1	1	201760564	1248.09	.00	.00	1248.09	.00
_	2016	1	1	201606566	1078.03	.00	43.12	1121.15	.00
_	2015	1	1	201506576	1018.82	.00	142.66	1161.48	.00
_	2014	1	1	201406544	959.61	.00	134.33	1093.94	.00
_	2013	1	1	201306546	959.61	.00	172.71	1132.32	.00
_	2012	1	1	201206546	959.61	.00	57.57	1017.18	.00
_	2011	1	1	201106530	1005.95	.00	100.60	1106.55	.00

August 1, 2018

101 S. Centre Street
Cumberland, MD 21502

5/B 45

Mayor and City Council
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Re: Special Taxing District Partial Exemption Request, Tax ID 04-016572

Dear Honorable Mayor and Council Members:

Please find enclosed a Request for Exemption from the special tax for the tax year ~~2017-2018~~ 2018-19 on my property at 101 S. Centre Street, Cumberland, Maryland.

I can be reached at the phone # or email address listed below if you have any questions or wish to discuss my Request.

Sincerely,

Julianne Hagan

Julianne M. Hagan, Owner
juliannehagan@gmail.com
949-378-8360

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2018-2019

I, Shirley Giarritta request an exemption from the Special Taxing District Levy for property owned by me at: 55 N. Centre St.

My request is based upon the fact that:

_____ ***Residential*** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

_____ ***Industrial*** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: letter attached

Date: _____

For City use

Tax Account No: 14-004955

	Assessed Amount	Tax Amount
Original	375700	1713.19
Exempt	187850	856.59
Billable	187850	856.60

September 29, 2018
Shirley Giarritta
55 N. Centre Street
Cumberland, Md. 21502
Account # 14004955

City of Cumberland
57 N. Liberty Street
Cumberland, Md. 21502
Attention: Mayor and City Council

Dear Sirs;

I am writing to obtain a reduced rate on my Real Estate Tax, Special Tax Bill account #14004955, bill #072060103 on my property at N Centre and Frederick Streets, #49-59 N. Centre Street.

My building is 50% residential and 50% commercial so I am requesting a reduced rate on my mall tax.

Thank you for your consideration.

Shirley Walker Giarritta

Shirley Walker Giarritta

Regular Council Agenda
December 18, 2018

Description

Order accepting the sole source proposal from the MD State Highway Administration for materials inspection and materials clearance services for the Mechanic Street Access Road Improvement Project (13-14-M) for the total estimated cost of $42,118, with 80% of the cost being provided by ARC funds ($33,694.40) and 20% being provided by the City($8,423.60); and authorizing the City Engineer to execute documents necessary for the provision of this service

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute a cost share agreement with SHA for material testing for City Project 13-14-M. This agreement will allow the City to have the required testing of materials performed by the SHA lab. This material testing is a requirement of ARC, which is providing funding for the project. The estimate cost for the duration on the project is $42,118.00.

☐ Budgeted

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

Value of Award (if applicable)

$42,118.00

Source of Funding (if applicable)

ARC Funds - 80%
City - 20%

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 18, 2018

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

THAT, the sole source proposal from MD Department of Transportation, State Highway Administration for materials inspection and materials clearance services for the Mechanic Street Access Road Improvement Project (13-14-M) be and is hereby accepted for the total estimated cost of Forty-Two Thousand, One Hundred Eighteen Dollars ($42,118); and

BE IT FURTHER ORDERED, that ARC funding shall provide 80% of the cost ($33,694.40) and the City shall provide 20% of the cost ($ 8,423.60); and

BE IT FURTHER ORDERED, THAT, the City Engineer is hereby authorized to execute documents necessary for the provision of this service.

_____

Brian K. Grim, Mayor

Funding: 80% - ARC for Mechanic Street Project
20% - City

MARYLAND DEPARTMENT
OF TRANSPORTATION

STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Pete K. Rahn
Secretary

Gregory Slater
Administrator

May 16, 2018

Mr. John J. DiFonzo, P.E.
City Engineer
City of Cumberland Department of Engineering
57 N. Liberty Street,
Cumberland, MD 21502

Re: Materials Inspection and Materials Clearances for the Mechanic Street Access Road Improvement Project. SHA Contract: AL492CM1, F.A.P. APL—3(489)N, City Project No. 13-14-M.

Dear Mr. DiFonzo;

Thank you for your recent letter in which you request our services for the testing and inspection of materials. It is my pleasure to respond.

Before commencement of work and as a prerequisite, it is requested that you review the enclosed information given in SHA form 30.030.L and complete the contract identified as form 30.0-032L. It is essential that you return the properly executed original "Cost Sharing Agreement" (form 30.0-032L) to me. As soon as this document is received, I will authorize our people to proceed with the work.

Thank you again for your letter. If you have any questions please do not hesitate to contact Mr. Cesar Aromin, Transportation Engineering Technician for the Materials Management Division, at 443-572-5290, toll-free 866-926-8501 or via email at caromin@sha.state.md.us.

Sincerely,

Sejal Barot, Director
Office of Materials Technology

cc: Mr. Woodrow Hood, Division Chief, Materials Management Division, Office of Materials Technology, SHA
Ms. Kris Wells, Materials Engineer, Materials Management Division, Office of Materials Technology, SHA

SHA 30.030 L
REV: 2/12

DEPARTMENT OF TRANSPORTATION - STATE HIGHWAY ADMINISTRATION

WORK ORDER REQUEST

BASE PROJECT # : | A | L | 4 | 9 | 2 | C | M | 1 |

PURPOSE OF EXPENDITURE:

Materials Inspection and Materials Clearance Services for the Mechanic Street Access Road Improvement Project.

SHA Contract: AL492CM1, F.A.P. APL-3(489)N, City Project No. 13-14-M

The City of Cumberland Maryland Department of Engineering will be billed 20% of the cost. The remaining 80% of the cost will be deducted from the City's allotment of ARC Funds Through the Federal Highway Aid Program.

All billings related to these requested services should be sent to City of Cumberland, 57 N. Liberty Street, Cumberland, MD, 21502 to the attention of: Mr. John J. DiFonzo, P.E., City Engineer.

DETAILS OF ESTIMATED COST

1. Contractor/Consultant/Utility/Right of Way Property Cost		
2. SHA Labor		**$ 21,715**
3. Other		N/A
4. Payroll Burden	**(85.85%)**	$ 18,642
Sub Total		$ 40,357
5. Overhead	**(8.11%)**	$ 1,761
Total		**$ 42,118**

Prepared By: Cesar Aromin - MMD Index: 07315 Federal Aid: Yes ☒ No ☐

Participation in cost by others:

Yes ☒ No ☐ If yes, attach agreement. Control #:

REQUESTED BY: 05/18/18 Date Senior Manager

Funds Available: Fund Initials Date

Approved: Date Assistant Director, OOF

Funding	Federal Appr #, %, and Start Date or Third Party Name (FAP)	Cost (FAP)	FAP Initials	Grant # (FAB)	FAB Initials

Initials

_____ **D47, 29 and D81 are active with the same effective date.**

_____ **The FAP% and RTI are consistent.**

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
COST SHARING AGREEMENT

Purpose: **Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.**

Description of work: Materials Inspection and Materials Clearance Services for the Mechanic Street Access Road Improvement Project. SHA Contract: AL492CM1, F.A.P. APL-3(489)N, City Project No. 13-14-M. The City of Cumberland Maryland Department of Engineering will be billed 20% of the cost. The remaining 80% of the cost will be deducted from the City's allotment of ARC Funds Through the Federal Highway Aid Program. **All billings related to these requested services should be sent to City of Cumberland, 57 N. Liberty Street, Cumberland, MD, 21502 to the attention of: Mr. John J. DiFonzo, P.E., City Engineer.**

1. I, _____, _____, _____
   Name **Title** **Date**
   Being authorized to act on behalf of _____
   Name of County, Municipality or Other Party
   Billing address: _____

   _____

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
   a. ( ) Manage the entire project.
   b. (X) Provide services as described above or in the supplemental Attachment A.

3. A written agreement exists between the State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4*a.* or 4*b.*)
   Date of Agreement: _____
   or
   Date of Master Agreement: _____
   and
   Date of Supplemental Letter: _____

4. The total estimated costs of this project; $ 42,118 , which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
   a. (X) 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
   or
   b. ( ) not to exceed $_____

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
   - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.

6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
   a. ( ) By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
   b. (X) By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of SHA's progress billings

7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.

8. Counties and Municipalities will be billed as follows:
   - A project/local share which does not exceed $60,000 will be billed quarterly
   - A project/local share which exceeds $60,000 will be billed monthly.

9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.

10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

	05/18/18
Authorized Representative of Requesting Organization — Date	District Engineer or Senior Manager — Date

SHA 30.0-032L
Effective 10/01/2003
Revised 06/08/2015

Kim Root <kim.root@cumberlandmd.gov>

Re: Sole Source

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Fri, Dec 14, 2018 at 10:33 AM
To: Kim Root <kim.root@cumberlandmd.gov>

Approved.

Jeffrey D. Rhodes
City Administrator
City of Cumberland, Maryland
301-759-6424

On Thu, Dec 13, 2018 at 4:17 PM Kim Root <kim.root@cumberlandmd.gov> wrote:

> This is a requirement of the ARC Grant to use a Federal Highway and SHA Approved Lab. The SHA Lab in Hancock is the closest lab to use that is approved and can preform the total material testing for the project.
> Kim
>
> On Thu, Dec 13, 2018 at 3:53 PM Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> wrote:
>
> > Kim,
> >
> > What is the reasoning for the sole source request.....that's really what I look for on these. In short, we have to have a good reason.
> >
> > Let me know your thoughts....thanks.
> >
> > Jeffrey D. Rhodes
> > City Administrator
> > City of Cumberland, Maryland
> > 301-759-6424
> >
> > On Thu, Dec 13, 2018 at 3:22 PM Kim Root <kim.root@cumberlandmd.gov> wrote:
> >
> > > Jeff,
> > > I am requesting sole source approval for material testing on the Mechanic street Project 13-14-M. The Sole Source cost share will allow the City to follow the guidelines set forth in the ARC Grant Requirements. The cost of the award is $42,118 that will be paid using the ARC funds from the project.
> > > Kim
> > >
> > > --

Kim Root
Contract Labor Compliance Specialist
City of Cumberland, MD
W: **(301) 759-6600** I F:**(301) 759-6608**
57 N. Liberty Street, Cumberland, MD 21502
Cumberland Maryland

--

Kim Root
Contract Labor Compliance Specialist
City of Cumberland, MD
W: **(301) 759-6600** I F:**(301) 759-6608**
57 N. Liberty Street, Cumberland, MD 21502
Cumberland Maryland

Regular Council Agenda
December 18, 2018

Description

Order accepting the sole source proposal from the MD State Highway Administration to provide engineering services for the Replacement of Bridge No. A-C-06 on Baltimore Street Project for the total estimated cost of $171,381.95 with the City's cost being 20% of the total cost ($34,276.39), and authorizing the City Engineer to execute documentation necessary for the provision of this service

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute the cost share agreement with SHA for Engineering Services for the Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek. The cost share agreement with SHA to allows the City to use an engineering firm that was selected by SHA through the State procurement process. The engineering firm was rated and selected through the State Bidding Process. The City will be required to pay 20% of the total project $171,381.95 as part of the cost share. The amount for the cost share is estimated at $34,276.39. Payments for the project will be made to Allegany County as a condition of the funding.

☐ Budgeted

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

Value of Award (if applicable)

Total project = $171,381.95
City 20% share = $34,276.39

Source of Funding (if applicable)

115.099Y.63000

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 18, 2018

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

THAT, the sole source proposal from MD Department of Transportation, State Highway Administration to provide engineering services for the Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek Project be and is hereby accepted for the total estimated cost of One Hundred Seventy-One Thousand, Three Hundred Eighty-One Dollars and Ninety-Five Cents ($171,381.95),and

BE IT FURTHER ORDERED, that the City's portion of the cost shall be a total estimated cost of Thirty-Four Thousand, Two Hundred Seventy-Six Dollars and Thirty-Nine Cents ($34,276.39) (20%); and

BE IT FURTHER ORDERED, that the City Engineer is hereby authorized to execute documents necessary for the provision of this service.

_____

Brian K. Grim, Mayor

Funding: City 20% Cost Share /115.099Y.63000

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work: For MDOT SHA to provide engineering services for the Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek in Cumberland, Allegany County

1. I, Adam Patterson, P.E. (**Name**), County Engineer (**Title**), 12/11/2018 (**Date**)

   Being authorized to act on behalf of **Allegany County Department of Public Works**
   Name of County, Municipality or Other Party

   Billing address: 701 Kelly Road, Suite 300

   Cumberland, MD 21502

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
   a. ☐ Manage the entire project.
   b. ☒ Provide services as described above or in the supplemental Attachment A.

3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4*a.* or 4*b.*)
   Date of Agreement: _____
   or
   Date of Master Agreement: January 3, 1978
   and
   Date of Supplemental Letter: October 15, 2018

4. The total estimated costs of this project; $ 171,381.95, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
   a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
   or
   b. ☐ not to exceed $_____

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
   - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.

6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
   a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.

   b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings

7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.

8. Counties and Municipalities will be billed as follows:
   - A project/local share which does not exceed $60,000 will be billed quarterly
   - A project/local share which exceeds $60,000 will be billed monthly.

9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.

10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Alan Pottorf	12/11/2018		
Authorized Representative of Requesting Organization	Date	District Engineer or Senior Manager	Date

SHA 30.0-032L
Effective 10/01/03

LOCAL GOVERNMENT BR/BH PROJECT: TRUE
DATE: 12/10/2018

PRELIMINARY ENGINEERING

MDOT SHA STAFF REVIEW COSTS:	$15,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (74.02%):	$11,103.00
CONSULTANT DESIGN COSTS:	$145,278.95
ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.87%): (0% for Local Government BR/BH Projects)	$0.00
TOTAL PROJECT COST:	$171,381.95
20% Local Government Share:	$34,276.39
80% FEDERAL BR/BH AID SHARE:	$137,105.56

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

PE PAYROLL BURDEN:	74.02%
PE OVERHEAD*:	7.87%

Regular Council Agenda
December 18, 2018

Description

Order accepting the report from the City Administrator advising that there were no damages caused to the adjacent property owner, CSX Transportation, Inc., as a result of the closure of a portion of the public right of way known as Pear Street, approved by Ordinance No. 3844, and that any apparent added benefit to the property owner would be determined by the MD Department of Assessment and Taxation

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:** December 18, 2018

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

THAT, the report of the City Administrator, dated December 14, 2018, advising that there were no damages caused to the adjacent property owner, CSX Transportation, Inc., as a result of the closure of a portion of the public right of way known as Pear Street, approved by Ordinance No. 3844, passed December 4, 2018, and that any apparent added benefit to the property owner would be determined by the Maryland Department of Assessment and Taxation.

_____

Brian K. Grim, Mayor

CITY OF CUMBERLAND MARYLAND

December 14, 2018

Marjorie Wooding
City Clerk
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Dear Ms. Woodring,

With regard to Ordinance No. 3844, passed December 4, 2018, 2016, providing for the closure of a portion of a street known as Pear Street, running from the South Side of Henderson Avenue South for a length of 125 feet on the Eastern boundary of Pear Street and 125.5 feet on the Western boundary of Pear Street, please be advised that on December 13, 2016, I did personally visit the site for the purpose of assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

The portion of the street being closed lies on both sides between the lands owned by CSX Transportation, Inc. As a result of my assessment, I have determined that there are no damages caused to the adjacent property owner as a result of this closure. Furthermore, there is no apparent added benefit to the property owner, but any added value to the property will be formally determined by the Maryland Department of Assessments and Taxation.

Respectfully,

Jeffrey D. Rhodes
City Administrator

MAYOR
BRIAN K. GRIM

COUNCIL
NICOLE ALT-MYERS
SETH D. BERNARD
DAVID J. CAPORALE
RICHARD J. CIONI, JR.

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY SOLICITOR
MICHAEL SCOTT COHEN

CITY CLERK
MARJORIE A. WOODRING

MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

Regular Council Agenda
December 18, 2018

Description

Order authorizing execution of a Contract Amendment with EBA Engineering, Inc. to provide continued professional services to implement Esri Workforce Software (City Project 19-15-M) and provide development and technical support through June 30, 2019 for the additional estimated cost of $18,800

Approval, Acceptance / Recommendation

It is this department's recommendation for the City Administrator to execute the contract amendment with EBA Engineering, Inc. for City Project 19-15-M. The original contract was awarded by Mayor and City Council Order Number 26,213. This contract amendment will allow the City to continue to work with EBA Engineering, Inc. on the Asset Management Plan. The original contract expires 12/31/18 and this amendment will extend the contract through June, 2019. An additional estimated cost of $18,800 will be added to the contract through this contract amendment.

☐ Budgeted

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

Value of Award (if applicable)

$18,800

Source of Funding (if applicable)

003.320.20100

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 18, 2018

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

THAT, the City Administrator be and is hereby authorized to execute a Contract Amendment with EBA Engineering, Inc., 1525 Oregon Pike, Suite 202, Lancaster, PA 17601-7300, to provide continued professional services to implement Esri Workforce Software (City Project 19-15-M) and provide development and technical support through June 30, 2019, for the additional estimated cost of Eighteen Thousand, Eight Hundred Dollars ($18,800).

_____

Brian K. Grim, Mayor

Budget: 003.320.20100al

EBA Engineering Inc.
1525 Oregon Pike, Suite 202
Lancaster, PA 17601-7300

o 717.399.7007
f 717.399.7015
w ebaengineering.com

December 12, 2018

Ms. Raquel Ketterman
Environmental Specialist
57 N. Liberty Street
Cumberland, MD 21502

RE: Project 4526-01: Provide Professional GIS/Asset Management Consulting and Implementation Services

Dear Ms. Ketterman:

Thank you for inviting geographIT, a division of EBA Engineering, Inc., (geographIT) to submit this Proposal to continue supporting the City of Cumberland (the City) through June of 2019. This Proposal details Phase 2 of the work started under the original contract signed by the City on December 8, 2017. Task in this proposal include professional services to implement Esri's Workforce software, Esri's Operations Dashboard, provide support in developing standard operating procedure documentation, and provide technical support to the City on an as needed basis.

Completing these activities will enable City staff to improve assigning, tracking, and monitoring work activities performed in the field, establish documented workflows and procedures to ensure proper maintenance of the GIS system of record for assets, and to have access to technical support on an as-needed basis.

Please review the proposal and let me know if you have any questions or require any modifications.

Sincerely,

EBA Engineering, Inc.

Bruce E. Stauffer, Vice President
Geospatial Technologies & Asset Management

Workforce for ArcGIS Configuration

In the Strategic Report delivered to the City in May 2018, Esri's Workforce for ArcGIS (Workforce) was identified as a mobile software application that should be implemented to improve the City's management of asset inspection, maintenance, and repair activities. Workforce supports generating and tracking the location of work activities and personnel. Managers can assign work to field crews and they can in turn update the status of these tasks from a mobile device in the field. Workforce is an ideal application for assigning and tracking the status of 8-1-1 tasks as well as asset inspection, maintenance, and repair tasks associated with routine water and sewer activities. For this task, geographIT will install and configure Workforce based on the current Water, Sewer, and 8-1-1 workflow processes in place at the City. During this implementation process, geographIT will teach the City's GIS Administrator how to configure the Workforce software. Following the implementation, the City will have the knowledge to expand Workforce for use with the Flood Control and Storm Water groups.

Approach

The process for configuring Workforce includes:

1. A kick off meeting at the City to document the workflow processes that will be incorporated into Workforce. It is assumed that three 1-hour meetings will be required, one with each group Water, Sewer, and 8-1-1. The meetings will review the schedule, scope, and information that will be included in the Workforce configuration.
2. geographIT will configure three web maps in the City's ArcGIS Online (AGOL) environment to be utilized by Workforce Projects. The maps will consist of a water asset map, a sewer asset map, and a combined asset map to be utilized by the 8-1-1 group.
3. geographIT will utilize information provided by the City to configure the Workforce software. Configuration of the software will include adding work tasks, adding staff members, and adding user roles.
    a. geographIT assumes a maximum of 25 tasks to be configured in Workforce to support Water, Sewer, and 8-1-1 work activities.
    b. geographIT also assumes that the City's water and sewer plants will not be part of the Workforce implementation.
4. Once configured, geographIT will perform detailed QA/QC to confirm the application meets the City's desired configuration. Following an internal review, the City will have an opportunity to provide comments.
5. Once all comments have been addressed, the application will be ready for roll out and training.
6. To assist with the roll out, geographIT will provide up to eight (8) hours of remote training time.

Deliverables

- Workforce for ArcGIS configured with web maps for the 8-1-1, Water, and Wastewater groups.
- Up to eight (8) hours of remote training time.

Operations Dashboard Implementation

Esri's Operations Dashboard was also identified in the City's Strategic Plan as a software package that should be implemented to improve the monitoring and communication of assigned work activity status. Operations Dashboard is a dynamic dashboard that can be configured to visualize "roll-up" summaries of work activity status by time-period using charts, graphs, gauges, and maps. During this task, geographIT will implement a custom dashboard for the City's Sewer and Storm Water group. The dashboard will display a summary of inspection, repair, and replacement activities assigned through Workforce.

Approach

The process for implementing the Operations Dashboard will include:

1. A conference call held with the City to kick-off the task. The web meeting will review the schedule, scope, and desired information to be displayed on the dashboard.
2. geographIT will configure a custom web map for the Sewer and Storm Water dashboard being implemented. The map will display a combination of wastewater and storm water assets displaying the locations of inspection, repair, and replacement activities.
3. geographIT will then configure the dashboard based on information gathered during the kick-off meeting. The dashboard will display a series of charts, graphs, and tabular information for predetermined time periods.
4. Once configured, geographIT will perform detailed QA/QC of the dashboard to ensure that it is functioning properly and displays the desired information. Following an internal review, the City will have an opportunity to provide comments on the dashboard.
5. Once all comments have been addressed, the application will be implemented into production to support the City's daily workflows, communication, and management activities.

Deliverables

- An Operations Dashboard summarizing the Sewer and Storm Water system inspection, repair, and replacement activities.

EBA Engineering Inc.
1525 Oregon Pike, Suite 202
Lancaster, PA 17601-7300

o 717.399.7007
f 717.399.7015
w ebaengineering.com

On-Call Documentation and Technical Ad Hoc Support

The City occasionally requires geographIT's assistance with a variety of ad hoc miscellaneous requests that arise which are not included in the work above. This on-call ad hoc support task provides a budget of $4,250 for support time responding to the City when such needs arise. Included in the support budget is assistance in developing standard operating procedure (SOP) documentation.

Approach

1. The City will initiate phone or email requests for assistance on an as-needed basis. To manage and coordinate such ad hoc requests, all requests should be submitted to Joe DeLuca GISP, geographIT's Project Manager.
2. Mr. DeLuca will assign staff who are best suited to respond to the request. Time spent responding to the request will be charged by half hour intervals.
3. Included in this support task is time for geographIT to assist the City in the development and implementation of SOPs.
    a. geographIT will provide the City with the topics that should be covered and a list of activities that should be included.
    b. The City will create a draft of the document based on geographIT's input.
    c. Once the City has completed the draft SOP documentation, geographIT will review and provide comments. This QA/QC process will ensure topics are addressed appropriately.

Deliverables

- Ad hoc support including meetings, guidance in development of SOPs, and technical support trouble-shooting issues as requested.
- A list of items to be included in the SOP document.
- Comments on the draft SOP documentation.

Schedule

The tasks detailed above are scheduled to kick off in January of 2019 and will be completed by June 30, 2019. It is anticipated that the Workforce application will be implemented first followed by the dashboard application. Documentation and technical support will occur as requested by the City.

Budget

The activities as identified in the Scope of Services will be performed on an hourly time and material basis with a not-to-exceed cap as shown in Table 1.

Table 1 – Professional Service Line Item Budget by Initiative

Task	Budget
1. Workforce Implementation	$ 11,600.00
2. Operations Dashboard	$ 2,950.00
3. SOP Document Assistance and On-Call Support	$ 4,250.00
Total	**$ 18,800.00**

Hourly billing rates shown in Table 2 below will be used when calculating invoices. Time is charged per ½ hour responding to requests.

Table 2 – Hourly Labor Rates by Labor Category

Labor Category	Hourly Rate
Project Manager	$140.00
Sr. GIS Analyst	$112.00
GIS Analyst	$72.00
GIS Technician	$64.00

Invoices will be issued based on actual hours worked by assigned labor category each month. Travel costs receipts for mileage, tolls, meals, lodging and parking will be attached to the invoices, and travel time will be charged for travel one-way. Mileage will be invoiced according to the General Services Administration approved rate. Invoices shall be paid within 30 days of invoice date.

EBA Engineering Inc.
1525 Oregon Pike, Suite 202
Lancaster, PA 17601-7300

o 717.399.7007
f 717.399.7015
w ebaengineering.com

Proposal Authorization

To accept the technical scope of services, budget, and schedule of this Proposal and to authorize EBA Engineering, Inc. to proceed with the services, please have an authorized representative of the City of Cumberland, MD sign the agreement and return it to EBA Engineering, Inc. Receipt of the signed authorization indicates the City of Cumberland, MD has approved this proposal and serves as a notice to proceed with the professional services. The Terms and Conditions as defined in the Professional Services Agreement signed by City on December 8, 2017 shall be extended through December 31, 2019 and will apply to the professional services performed under this Proposal.

The undersigned, representing EBA Engineering, Inc. and the City of Cumberland, MD have reviewed and accept the scope of services, budget and schedule for this task order.

On Behalf of the City of Cumberland, Maryland (Client)

By: _____ _____
Date

On Behalf of EBA Engineering, Inc. (Consultant)

By: _____ December 12, 2018
Bruce E. Stauffer, Vice President Date
Geospatial Technology and Asset Management Division

Regular Council Agenda
December 18, 2018

Description
Order approving appropriations and transfers for Fiscal Year 2018

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:** __December 19, 2017__

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

THAT, the following appropriations and transfers be and are hereby approved for Fiscal Year 2017-2018:

	Original Budget	Budget Changing Ordinances	Current	Revised Amended Budget	Adjustment Required
Expenditures					
General Government	$ 1,805,372	$ -	$ 1,805,372	$ 1,575,372	$ (230,000)
Public Safety	10,754,165	56,921	10,811,086	10,987,086	176,000
Public Works	2,686,150	-	2,686,150	2,451,150	(235,000)
Recreation	941,361	-	941,361	796,361	(145,000)
Community Dev & Housing	1,374,212	120,000	1,494,212	1,199,212	(295,000)
Debt Service	1,830,664	-	1,830,664	2,055,664	225,000
Operating Transfers	1,667,542	-	1,667,542	422,542	(1,245,000)
Total Expenditures	**$ 21,059,466**	**$ 176,921**	**$ 21,236,387**	**$ 19,487,387**	**$ (1,749,000)**

Debt Refunding

Refunding Debt Proceeds	12,970,000	-	12,970,000	14,655,000	1,685,000
Refund Debt payments	12,970,000	-	12,970,000	14,719,000	1,749,000

_____

Mayor Brian K. Grim

Regular Council Agenda
December 18, 2018

Description

Order declaring Four (4) SEFAC 7.5 Ton Capacity Column Lifts to be surplus equipment and authorizing them 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:** December 18, 2018

WHEREAS, the Mayor and City Council of Cumberland is the record owner of several mobile column lifts that have been determined to be of no further value to the City; and

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

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

Four (4) SEFAC 7.5 Ton Capacity Column Lifts

_____

Brian K. Grim, Mayor

Regular Council Agenda
December 18, 2018

Description

Order authorizing the Mayor to sign and submit a notice to The Bank of New York Mellon Trust Company, N.A. pertaining to the City's intent to refinance a Note issued in connection with Section 108 Government Guaranteed Participation Certificates, Series HUD 2008-A (Note No. B-06-MC-24-0011)

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:** December 18, 2018

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

THAT, the Mayor be and is hereby authorized to sign and submit a notice to The Bank of New York Mellon Trust Company, N.A. pertaining to the City's intent to refinance a Note issued in connection with Section 108 Government Guaranteed Participation Certificates, Series HUD 2008-A (Note Number B-06-MC-24-0011).

_____

Brian K. Grim, Mayor

CITY OF CUMBERLAND MARYLAND

December 18, 2018

Ms. Kerry S. Zombeck
Vice President
The Bank of New York Mellon Trust Company, N.A.
AIM 1554-1270
500 Ross Street, 12th Floor
Pittsburgh, PA 15262

Subject: Optional Redemption of Note Issued in Connection with Section 108 Government Guaranteed Participation Certificates, Series HUD **2008-A** - Note Number: **B-06-MC-24-0011**

Dear Ms. Zombeck:

Pursuant to Section 3.03 of the Trust Agreement governing the Section 108 Government Guaranteed Participation Certificates, Series HUD 2008-A, **Mayor and City Council of Cumberland** (the "Borrower"), hereby provides notice of its election to redeem as of February 1, 2019, the Note that it issued as part of the Series HUD 2008-A Participation Certificates ("Optional Redemption"). The Trust Agreement was executed on January 1, 1995, by the Secretary of Housing and Urban Development (the "Secretary") and Chemical Bank as Trustee, and Series 2008-A Supplement to the Trust Agreement was executed on September 14, 2008, by the Secretary and The Chase Manhattan Bank as Trustee. Amendment No. 1 to the Trust Agreement was executed on June 30, 2004, by the Secretary and JP Morgan Chase Bank as Trustee. The Borrower recognizes that The Bank of New York Mellon is the successor to the foregoing trustees and has assumed all of the obligations of the Trustee under these agreements. Capitalized terms used in this letter and not defined herein shall have the same definition as in the Trust Agreement as amended.

The Note and its Principal Amounts to be fully redeemed on February 1, 2019, are identified below:

MAYOR
Brian K. Grim

COUNCIL
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.
Eugene T. Frazier

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

Note Number: **B-06-MC-24-0011**

Maturity Date	Principal Amount (in Dollars)	Interest Rate	Participation Certificate CUSIP Number
August 1, 2019	$ 55,000	4.87%	911759 JU 3
August 1, 2020	60,000	4.96%	911759 JV 1
August 1, 2021	65,000	5.05%	911759 JW 9
August 1, 2022	65,000	5.13%	911759 JX 7
August 1, 2023	65,000	5.19%	911759 JY 5
August 1, 2024	70,000	5.25%	911759 JZ 2
August 1, 2025	70,000	5.30%	911759 KA 5
August 1, 2026	75,000	5.34%	911759 KB 3
August 1, 2027	85,000	5.38%	911759 KC 1
August 1, 2028	75,000	5.42%	911759 KD 9
Total	**$ 685,000**		

The Borrower recognizes that its Optional Redemption of the listed Note requires payment of the full Principal Amounts thereof, and accrued interest to February 1, 2019. Accrued interest must be remitted to the Trustee no later than January 23, 2019.

The Borrower hereby authorizes the Trustee to give notice of this Optional Redemption to the Holders of the Participation Certificate in accordance with the Trust Agreement.

If you require additional information regarding this transaction please contact the City Solicitor at the following address:

Michael Scott Cohen
City Solicitor
City of Cumberland
213 Washington Street
Cumberland, MD 21502
Phone: (301) 724-5200
Fax: (301) 724-5205
E-mail: michaelcohen@atlanticbbn.net

Sincerely,

_____
Brian K. Grim
Mayor

cc: Michael S. Cohen, City Solicitor
Paul Webster, HUD

Regular Council Agenda
December 18, 2018

Description

Order authorizing an Amendment to the Development Agreement and Agreement of Sale by and between the City, the Cumberland Economic Development Corp., and Cumberland Gateway Real Estate LLC, with an effective date of October 22, 2018, to provide an time extension for closing purposes through February 18, 2019

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:** December 18, 2018

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

THAT, the Mayor be and is hereby authorized to execute an Amendment to the Development Agreement and Agreement of Sale by and between The Mayor and City Council of Cumberland, Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate LLC, with an effective date of October 22, 2018, to provide a time extension for closing purposes through February 18, 2019.

_____

Brian K. Grim, Mayor

THIS AMENDMENT TO DEVELOPMENT AGREEMENT AND AGREEMENT OF SALE ("Amendment"), by and between CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION, a Maryland corporation having its principal place of business at 60 Pershing Street, Cumberland, Maryland 21502, (the "CEDC") and the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland (the "City"), and CUMBERLAND GATEWAY REAL ESTATE LLC, a Maryland limited liability company having its principal place of business at 117 West Patrick Street, Suite 200, Frederick, Maryland 21701 (the "Buyer").

WHEREAS, the parties hereto entered into a Development Agreement and Agreement of Sale ("Agreement") with an effective date of October 22, 2018;

WHEREAS, Section 2.06 of the Agreement provides that the Closing Date (as defined by its terms) shall be no later than sixty (60) days from the said effective date; and

WHEREAS, the Buyer has requested an extension of time for the conduct of closing and the City and CEDC have agreed to grant that request.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the Seller and Buyer do hereby agree, as follows:

1. Recitals. The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Amendment.

2. Closing Date. Section 2.06 of the Agreement is hereby amended by extending the Closing Date to January 18, 2019 or sooner if agreed to by the parties; provided however, that the Closing Date may be extended to a date no later than February 18, 2019 in the event of a substantial defect in title which renders title unmarketable provided Buyer has elected to take such title as the City and CEDC can deliver without abatement of the Purchase Price or apply so much of the Purchase Price as is necessary to perfect title.

3. Limited Modification. As modified hereby and subject to no other modifications, the Agreement remains in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original.

ATTEST:

CUMBERLAND ECONOMIC
DEVELOPMENT CORPORATION

_____
Secretary

By_____(SEAL)
Paul J. Kelly, Jr., Executive Director &
President

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Paul J. Kelly, Jr., known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director and President of Cumberland Economic Development Corporation, a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By_____(SEAL)
Clerk Brian K. Grim, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

ATTEST:

CUMBERLAND GATEWAY REAL ESTATE, LLC

_____

By_____(SEAL)
Edward D. Scott, Managing Member

STATE OF MARYLAND,
FREDERICK COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward D. Scott, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Managing Member of Cumberland Gateway Real Estate, LLC, a Maryland limited liability company, and acknowledged the foregoing to be the act and deed of the said limited liability company; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

Regular Council Agenda
December 18, 2018

Description

Order rescinding Order No. 26,363 to amend the reference of InSite Towers Development 2, LLC to InSite Towers Development, LLC and authorizing execution of a revised Assignment, Assumption and Guaranty of Lease Agreement by and between Rocon, LLC, InSite Development, LLC, and Insite Wireless Group, LLC, regarding a Ground Lease Agreement for Rocon's use of certain premises at Eleanor Terrace

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:** November 8, 2018

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

THAT, Order No. 26,363 approved November 8, 2018, be and is hereby rescinded to amend the reference of the Assignor InSite Towers Development 2, LLC to InSite Towers Development, LLC; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute a revised Assignment, Assumption and Guaranty of Lease Agreement by and between Rocon, LLC, InSite Towers Development, LLC, and Insite Wireless Group, LLC, regarding the Ground Lease Agreement dated June 5, 2018 granting Rocon LLC the use of certain premises at Eleanor Terrace and providing the City's consent to the Assignment subject to certain conditions.

_____

Brian K. Grim, Mayor

ASSIGNMENT, ASSUMPTION AND GUARANTY OF LEASE AGREEMENT AND CITY APPROVAL

THIS ASSIGNMENT, ASSUMPTION AND GUARANTY OF LEASE AGREEMENT ("Assignment") is made and entered into this _____ day of November, 2018 ("Effective Date"), by and between **Rocon, LLC**, a Maryland limited liability company ("Assignor"), **InSite Towers Development, LLC,** a Delaware limited liability company ("Assignee"), **Insite Wireless Group, LLC,** a Delaware limited liability company ("Guarantor"), and Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City").

RECITALS

WHEREAS, Assignor, as Lessee, and the City, as Lessor, entered into a Ground Lease Agreement dated June 5, 2018 (the "Lease") pursuant to which the City agreed to lease to Assignor certain premises located at Eleanor Terrace in the City of Cumberland, Maryland and grant Assignor certain ancillary rights;

WHEREAS, under section 25.A of the Lease, Assignor has the right to assign the Lease to another financially responsible party;

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor's obligations under the Lease as of the Effective Date;

WHEREAS, Assignee is a wholly owned subsidiary of Guarantor;

WHEREAS, although the City has not ascertained whether Assignee is a financially responsible party, the City has determined that Guarantor is a financially responsible party and in lieu of any bonding or other financial requirement of the Assignee, the City has agreed to accept the Guaranty set forth herein to satisfy the requirements of section 25.A of the Lease; and

WHEREAS, the City consents to this Assignment subject to Guarantor's absolute and unconditional guaranty of Assignee's obligations under the terms of the Lease as provided for hereinafter.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Assignment.

2. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.

3. Assumption. Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease to the extent that such arise or first become due and payable after the Effective Date hereof. Subject to the foregoing sentence, Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same.

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) the Lease is in full force and effect, unmodified except as provided in this Agreement;

(b) Assignor's interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;

(c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein.

(d) There are no sums due and owing by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder.

5. Guaranty. Guarantor absolutely and unconditionally guarantees the due and punctual payment of all rent, both basic and additional, and all other sums due, including interest and penalties (as permitted under the Lease, if any), and to be paid by Assignee pursuant to the Lease and the performance by Assignee of all the terms, conditions, covenants, and agreements of the Lease, and Guarantor agrees to pay all of the City's costs, expenses, and reasonable attorneys' fees incurred in enforcing the covenants and agreements of Assignee in the Lease or incurred by the City in enforcing the terms of this section of this Assignment.

Guarantor waives notice of the acceptance of this Assignment, and Guarantor covenants and agrees that the City may proceed directly against it without first proceeding or making claim or exhausting any remedy against Assignee or pursuant to any particular remedy or remedies available to the City.

Guarantor covenants and agrees that, without releasing, diminishing, or otherwise affecting liability of Guarantor or the performance of any obligation contained in this section and without affecting the rights of the City, the City may, at any time and from time to time, and without notice to or further covenant of Guarantor, all in accordance with the terms and conditions of the Lease: (a) make any agreement extending or reducing the term of the Lease or otherwise altering the terms of payment of all or any part of the rent, or granting any indulgences with respect to these matters, or modifying or otherwise dealing with the Lease; (b) exercise or refrain from exercising or waiving any right the City might have; (c) consent to any assignment or subletting in accordance with the Lease by Assignee, its successors and assigns, made with or without notice to each Guarantor, and (d) consent to any other modification of the Lease.

Guarantor agrees that in the event of any one of the following: (a) Assignee shall become insolvent or shall be adjudicated a bankrupt; (b) Assignee shall file a petition for reorganization, arrangements, or similar relief under any present or future provision of the Bankruptcy Code; (c) a petition for reorganization, arrangements, or similar relief under any present or future provision of the Bankruptcy Code filed by creditors of Assignee shall be approved by a court; (d) Assignee shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law; or (e) a receiver of all or part of its property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected or the obligations of Assignee under the Lease shall be modified, then Guarantor will immediately pay to the City, or its successors or assigns an amount equal to all rent accrued to the date of the termination, rejection, or modification.

Guarantor's obligation relative to the timely payment of rent and its other obligations under this Assignment shall not be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Assignee or its estate in bankruptcy or of any remedy for the enforcement resulting from the operation of any present or future provision of the federal Bankruptcy Code or from the decision of any court.

The City agrees and acknowledges that so long as the Guaranty in this Section 5 remains in full force and effect, Assignee shall be permitted to further assign the Lease to an affiliate or other wholly-owned subsidiary of Guarantor ("InSite Affiliate") in connection with an inter-company transfer without further approval from the City, and upon such assignment the InSite Affiliate shall be deemed the "Assignee" as used in this Section 5.

6. Insurance Requirements. Assignee shall provide the City with proof of compliance with the terms of section 11 of the Lease regarding insurance within five (5) days of the Effective Date of this Assignment.

7. Expenses. The parties hereto will bear their separate expenses in connection with this Assignment and its performance.

8. Entire Agreement and Covenant of Further Assurances. This Assignment embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Assignment may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents. Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assignment.

9. Governing Law. This Assignment and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Maryland. It shall be

enforceable in an action commenced in either the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County and the parties hereto waive any claims they may have that such courts lack jurisdiction over or constitute inconvenient fora for the resolution of their dispute(s).

10. **Successors and Assigns.** This Assignment and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

11. **Attorneys' Fees**. In the event of a dispute arising under this Assignment, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs and litigation expenses.

12. **Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS ASSIGNMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS ASSIGNMENT.**

13. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

14. **Signing by Facsimile or Other Electronic Means**. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Assignment. Facsimile and/or other electronically transmitted copies shall have the same binding effect as would a signed original counterpart of the Assignment once delivered to the other parties.

15. **Recording**. The parties agree to execute a Memorandum of this Assignment which Assignee may record with the appropriate recording office.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

By:_____
Brian K. Grim, Mayor

ROCON, LLC, Assignor

_____

By:_____
William Rothman, Member

INSITE WIRELESS GROUP, LLC, Guarantor

_____

By:_____

_____
David E. Weisman, President and CEO

INSITE TOWERS DEVELOPMENT, LLC, Assignee

_____

By:_____

_____
David E. Weisman, President and CEO

Regular Council Agenda
December 18, 2018

Description

Letter from the City Clerk advising that the Allegany County Board of Elections and the Maryland State Board of Elections did certify the General Election Results of November 6, 2018, and, accordingly, Raymond Morriss is hereby declared the successful candidate for the office of Mayor, and Richard J. "Rock" Cioni and Seth Bernard are hereby declared the successful candidates for the office of Councilman

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

GENERAL ELECTION RETURNS

RETURN OF THE ALLEGANY COUNTY BOARD OF ELECTIONS
FOR THE CITY OF CUMBERLAND, MARYLAND

GENERAL ELECTION FOR CUMBERLAND HELD NOVEMBER 6, 2018

FOR MAYOR AND COUNCIL

I HEREBY CERTIFY, that having assembled with the Allegany County Elections Board in the office of Diane Loibel, Allegany County Elections Administrator, at 10:00 a.m. on November 8, November 14, and November 16, 2018, I or a representative of the City Clerk's Office did witness the opening and canvassing of the reports and ballots delivered or transmitted to the Allegany County Board of Elections for the 2018 General Election of the City of Cumberland.

The Allegany County Board of Elections, upon being duly organized, did receive the count of votes at each precinct of all the original reports and ballots delivered or transmitted to them of the votes cast during early voting and at the General Election held on Tuesday, November 6, 2018. The Allegany County Board of Elections did also witness and receipt the count of votes from each precinct of all original reports and ballots for absentee and provisional ballots on Thursday, November 8, 2018, Wednesday, November 14, 2018, for said City of Cumberland Wards and Precincts, and did certify the election results on Friday, November 16, 2018, which were reported to the Maryland State Board of Elections. The Maryland State Board of Elections did also meet on Tuesday, December 11, 2018, to provide State Certification of all elections and did on that date certify and state that the whole number of votes cast in the City of Cumberland for the office of Mayor were as follows:

MAYOR:

(Votes received)

Brian K. Grim, 617 Louisiana Avenue	2,074 votes
Raymond Morriss914 Camden Avenue	3,705 votes

TOTAL ..... 5,779 votes

PURSUANT to Section 11(e) of the City Charter, the candidates receiving the highest number of votes for Mayor in the general election shall be the successful candidates for that office.

ACCORDINGLY, it is declared that

RAYMOND MORRISS

having received the highest number of votes for the office of MAYOR is hereby declared nominated to the office of Mayor for a 4-year term, said term ending January, 2023.

COUNCILMAN:

(Votes received)

Seth Bernard	3,164 votes
Richard J. "Rock" Cioni	3,654 votes
John Michael Fetchero	1,123 votes
Wayne A. Hedrick	915 votes
Buck Taylor	909 votes
Sylvester Young, III	270 votes
TOTAL	10,035 votes

PURSUANT to Section 11(e) of the City Charter, the two (2) candidates receiving the highest number of votes for Councilman shall be the successful candidates for the City Council.

ACCORDINGLY, it is declared that

RICHARD J. "ROCK" CIONI

and

SETH BERNARD

having received the two (2) highest number of votes for the office of **COUNCILMAN**, are hereby declared nominated.

CITY CLERK

CITY OF CUMBERLAND, MD

Marjorie A. Woodring