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: November 20, 2018

I. Closed Session

1. 5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland to discuss personnel issues pertaining to promotions and board and commission appointments.
2. Executive Session

II. Open Session

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

III. Pledge of Allegiance

IV. Roll Call

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

VI. Proclamations

1. Proclaiming Saturday, November 24, 2019 as Small Business Saturday in the City of Cumberland
2. Proclaiming the month of November in the City of Cumberland as "Municipal Government Month"

VII. Presentations

1. Oath of Office given to Cumberland Police Officers Bronson Becker, Jr., James Beck, III, Ashley Davis, Michael Bise, Brandon Liller, and Jeffrey Fairley

VIII. Director's Reports

(A) Public Works

1. Utilities-Flood/Water/Sewer monthly report for October, 2018
2. Maintenance Division monthly report for October, 2018

(B) Police

1. Police Department monthly report for October, 2018

IX. New Business

(A) Ordinances

1. Ordinance *(1st reading)* - providing for the closure of a portion of Pear Street running from the south side of Henderson Avenue South for a length of 125 feet in the direction of N. Centre Street, as requested by CSX Transportation, Inc.
2. Ordinance *(1st reading)* - 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

(B) Resolutions

1. Resolution adopting the 2018 Allegany County Hazard Mitigation Plan as the City of Cumberland 2018 Hazard Mitigation Plan

(C) Orders (Consent Agenda)

1. Order declaring a 1996 Dodge Truck (VIN No. 3B7HF13Y6TF158741) as surplus equipment and authorizing it for sale or trade-in
2. Order declaring certain computer equipment to be surplus and authorizing it for disposal
3. Order recommending that the Evitts Creek Water Company (ECWC) sell to the Pennsylvania Department of Transporation (PA DOT) certain property owned by the ECWC, to enable PA DOT to make transportation improvements that require condemnation of said property, pursuant to the terms of an Agreement of Sale and subject to the conveyance being effected by means of a special warranty deed, for the purchase price of $2,400
4. Order accepting the bid of Weimer Chevrolet to provide two 2018 Pickup Trucks, two New F-550 Dump Trucks, one New 3/4 Ton Pickup Truck, and Four New 3/4 Ton Service/Utility Body Trucks for the total amount of $ 447,644
5. Order declaring City-owned property at 547 Eastern Avenue to be surplus and declaring the City's intent to transfer the property to John Wolf for the purchase price of $3,600
6. Order accepting the sole source proposal from Wilson T. Ballard to provide engineering services for the Fayette Street Bridge alternative study for the replacement of Bridge A-C-08 on Fayette Street for an estimated lump sum cost of $38,529.44
7. Order accepting the sole source proposal from Wilson T. Ballard to provide engineering services for the Washington Street Bridge alternative study for the replacement of Bridge A-C-07 on Washington Street over CSX Railroad in the estimated lump sum cost of $38,529.44
8. Order adopting a revised City of Cumberland Police Take Home Vehicle Program, to be effective this date

X. Public Comments

All public comments are limited to 5 minutes per person

XI. Adjournment

Regular Council Agenda
November 20, 2018

Description

5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (1) of the General Provisions Article of the Annotated Code of Maryland to discuss personnel issues pertaining to promotions and board and commission appointments.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 20, 2018

Description
Executive Session

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 20, 2018

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

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 20, 2018

Description
Summary Statement of Closed Meeting

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 20, 2018

Description

Proclaiming Saturday, November 24, 2019 as Small Business Saturday in the City of Cumberland

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *independently owned small businesses are the building blocks that help establish the identity of a neighborhood and reinforce the economic stability of a community; and*

WHEREAS, *the City of Cumberland is proud to support the many shops, restaurants and service businesses in our community that are owned and operated by family, neighbors and friends; and*

WHEREAS, *for each dollar spent at a locally owned independent store, 68-cents stays in the community through taxes, payroll and other expenditures, as compared to 43-cents from a national chain; and, likewise, for each dollar spent shopping online, zero-cents in local sales tax is generated; and*

WHEREAS, *in recognition of this important economic influence, "Small Business Saturday" was founded in 2010 by American Express and officially recognized by the U.S. Senate in 2011 as a means to encourage holiday shoppers to purchase gifts and dine on the Saturday after Thanksgiving at locally owned and operated businesses that function as the "heartbeat of our communities;"*

Now, Therefore, the Mayor and City Council of Cumberland,

do hereby proclaim November 24, 2018 to be

"Small Business Saturday"

and do urge all citizens to "Shop Small" and support the local small businesses that we value for their contribution to our community.

Given under our Hands and Seals this 20th day of November, in the Year 2018, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor

Regular Council Agenda
November 20, 2018

Description
Proclaiming the month of November in the City of Cumberland as "Municipal Government Month"

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *The City of Cumberland was established by an act of the Maryland General Assembly in 1815 and now stands as the County Seat of Allegany County; and*

WHEREAS, *Municipal government has historically fostered a strong foundation for government service and cooperation at the county, state, and federal levels of government and represents the most responsive level of government, allowing citizens direct access to their elected officials; and*

WHEREAS, *municipalities work to enhance the quality of life of residents by providing services such as public safety, public works, planning and zoning, water and waste services, historical preservation, election processes, and parks and recreation; and*

WHEREAS, *in an effort to educate citizens about municipal government and the importance of taking part in the local civic process, the Mayor and City Council of Cumberland are proud to promote municipal government awareness.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of November, 2018 to be

"MUNICIPAL GOVERNMENT MONTH"

Given under our Hands and Seals this 20th day of November, in the Year 2018, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor

Regular Council Agenda
November 20, 2018

Description

Oath of Office given to Cumberland Police Officers Bronson Becker, Jr., James Beck, III, Ashley Davis, Michael Bise, Brandon Liller, and Jeffrey Fairley

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 20, 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
November 20, 2018

Description
Utilities-Flood/Water/Sewer monthly report for October, 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 Oct 18

REQUEST	W/E 10/5/18	W/E 10/12/18	W/E 10/19/18	W/E 10/31/18	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	25	19	22	17	83
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	2	1	2	5	10
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	7	5	5	4	21
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	18	12	11	21	62
REPAIR WIRING/GET READING	3	5	2	3	13
ORANGE TAG FOR REPAIRS	6	1		6	13
YELLOW TAG FOR H/L USAGE/APPT	1	2	5	2	10
RED/PINK TAG FOR SHUT OFF	3			1	4
TURN WATER ON	58	58	59	61	236
TURN WATER OFF	2	1			3
NONPMT/BAD CK/AGREE SHUT OFFS	60	54	73	47	234
SHUT OFF RECHECKS	49	70	69	24	212
PULL METERS - READS/SPAC/WR OFF				1	1
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE			3		3
DIRTY WATER/ODOR				1	1
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK	2	1	2		5
NEW METER/DIAL	4	2	6	7	19
METER TESTS-Residential	2		1	7	10
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED			35	37	72
PRESSURE CHECK/NO WATER		1		1	2
MOVE METERS OUTSIDE/READINGS	7	2	3	7	19
SP Change Outs/Repairs/Reactivates/Move	22	23	44	62	151
Replace smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	7	2	3	7	19
HYDRANT/IRRIGATION METER					0
Total					1203
Pipe Technicians					
LINE LOCATOR	86	45	123	83	337
TAPS SERVICED	7	2	5	6	20
LEAKS REPAIRED		1	2	3	6
CONST PARK-PUT MARKER @ 2" LINE VALVE	4				4
ASSISTED 330 WITH LOCATE @ THOMPSON	4				4
GOT WATER SAMPLE @ 13 PLYMOUTH	3				3
13 PLYMOUTH - TESTED @ DAM - NO LEAK	3				3
INVESTIGATED PROP LEAK - 442/444 PENN	3				3
GOT WATER SAMPLE AT WARWICK	3				3
WARWICK - TESTED/FLOURIDE NO CHLORINE	3				3
INSTALLED BLOW-OFF/1 HUDSON	3				3
GREASED HYD - LIST PROVIDED		2			2
REPAIRED HYD #590		2			2
COLD MIXED WALNUT PL		2			2
INVESTIGATED LEAK - INDEPENDENCE		2			2
INVESTIGATED LEAK - SMITH ST @ CENTRE		2			2
ASSISTED 330 WITH VALVES-WILLOWBROOK		2			2
CLEANED HYD ROOM AND WAREHOUSE		2			2
14015 BEDFORD RD - NEW BOX/LID			3		3
REPAIRED HYD #B62		3			3
INVESITGATE LEAK/600 BEDFORD - NO LEAK		3			3
INSTALLED VALVE BX - VALLEY ST			3		3
INSTALLED VALVE BX & LID - 851 MT ROYAL			3		3
INSTALLED NEW METER BX TOP-360 WMS ST			3		3
WTR SAMPLE-DEHAVEN RD/NO CHLOR/FLUOR			3		3
INVESTIGATED LEAK - 220 FULTON/NO LEAK			3		3
REPLACED CAP ON HYD #336			3		3
203 COLUMBIA ST - REPLACED BOX & LID			4		4
14500 PINERIEGE - REPLACED VALVE BX TOP			4		4
INSTALLED 12" RISER - 14500 PINERIDGE			4		4
INSTALLED 2" RISER - ARCH ST			4		4
INVESTIGATE LEAK - 821 SHRIVER			4		4
TO TRACE LINES-SMOUSESMILL PUMP STA				3	3
SERVICES MINI BOBCAT				3	3
CHECKED LEAKS/70 WINIFRED & 327 N CENTRE				3	3
REPLACED HYD #729T				3	3

Watershed

Mowed water line - AES
Removed trees from water line - AES
Filled ditch line - AES
Marked water main - Bedford Rd
Mowed water line on other side of creek
Weed eated
Painted valve boxes
Hauled debris from ballfields
Removed trees from ballfield
Picked up trash around dams
Put grass seed on water line
DOT physical
Line locations - Willowbrook Rd project
Met with Belt & State Highway - Willowbrook Rd project
Line locates - Willowbrook Rd
Removed tree from roadway at dam
Met with John Devault
Ran shut off notices - Willowbrook Rd
Willowbrook Rd water main project (Oct 15 - 31)
Mowed AES line
Turned valve for 306 crew - Camden Ave
Made tap on 12" main for Belt (Willowbrook project)

Projects

Projects -					0
GRAND TOTAL					1665

OCTOBER 2018 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Mowed 30 acres

Check sewage regulators

Cut brush along fence on flood wall in narrows

Paint floors in all three pump stations

Worked on gate operator and gate on west levee

Work on CSO building at Mill Race

Cleaned Franklin St., Henderson Ave., Roses sewage regulators

SEWER BRANCH

Calls answered	15
Service lines opened	1
Owner's trouble	15
Traced lines/main	95
Mains Repairs/ Replace	0
Sewer taps installed/replaced	0
Cleaned catch basins	22
Cleanouts installed	0
Televised sewer mains	952 feet
Televised sewer lines	0
Call outs/ overtime	6 callouts/ 19 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	2

Johnson St. at Moose Levee

100 N Mechanic St.

Installed storm inlet and storm pipe 606 Oldtown Rd.

Replaced storm pipe in alley behind 812 Winifred Rd.

Hydro for water 10 sites

Hydro for sewer 2 sites

Cleaned sewage regulators for Flood

Safety meeting

Gallons of water used

608 9 ,000 gals.

Flushed mains 9,638 feet

Regular Council Agenda
November 20, 2018

Description
Maintenance Division monthly report for October, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
October 2018

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
OCTOBER 2018

- POTHOLES AND COMPLAINTS
  - Potholed 22 Streets and 6 Alleys using 27 tons of HMA.

- UTILITY HOLE REPAIR
  - Completed 16 Water and Sewer Utility Hole Repairs using 13 tons of HMA and 8 cu yd of concrete.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 64 Traffic Control Signs.
  - Installed/Repaired 6 Street Name Sign.
  - Installed or removed 6 handicapped signs
  - Painted 18 curbs

- STREET SWEEPING
  - Swept 514 curb miles (approx. 196 cubic yards of debris).
  - Hauled 16 tons of sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 53 Work Orders.
  - Completed 1 Flagging Operation
  - Cleaned Underpass, McMullen Bridge, and Welch Ave. drainage ditch 4 times. We have now Included the 3 rail road bridges weekly
  - Picked up 5 dead animals
  - Completed tree and brush work in 11 areas
  - Set out and picked up traffic control for 2 events

STREET MAINTENANCE - OCTOBER 2018		10/1-10/5	10/8-10/12	10/15-10/19	10/22-10/26	10/29-10/31	TOTAL
SERVICE REQUEST COMPLETED		13	14	13	11	2	53
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	3	1	5	4		13
	SEWER		1	1		1	3
	CY		3.00	2.00	3.00		8
	TONS	3.5	2.0	3.0	3.0	1.0	13
POTHOLES FILLED	STREETS	10	1	3	4	4	22
	ALLEYS			4		2	6
	DAYS						0
	Cold Mix						0
	TONS	6.0	2.0	8.0	4.5	6.0	27
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		9			12	43	64
STREET NAME SIGNS REPAIRED/INSTALLED		4			7		11
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED		2			2	2	6
							0
							0
PAINTING PERFORMED	BLUE	2			2	2	6
	YELLOW						0
	RED	6			6		12
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	8	9	14	9	9	49
	Miles	82	115	170	99	48	514
SWEEPER DUMPS HAULED TO LANDFILL	TONS				16.1		16
SALT BARRELLS - PICK UP, FILL	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS		1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days	5	1	2	2	1	11
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads		3		5	3	11

Assisted County with Tire Recycling

Assisted with sign setup for Valley Rebuild

Traffic control and clean-up for Halloween Parade

Began Leaf pick-up

Aided BW school with community projects

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
OCTOBER 2018

- Constitution Park and Area Parklets
  - Cleaned up garbage 3 times a week
  - Cut Constitution Park 2 times complete
  - Cut a total of 18 parklets 14 times
  - Removed several fallen trees in the Park

- Ball Fields
  - Lined 9 fields for a total of 27 times
  - Drug 3 fields for a total of 5 times
  - Cut 9 fields for a total of 16 times

- Miscellaneous Work
  - Prepared pavilions for rentals
  - Worked Halloween Parade
  - Prepared and Grove 4 for Halloween in the Park
  - Installed Christmas lights on Va. Ave.
  - Prepared and Cleaned Smith Park for Halloween Parade

Parks & Recs Field Work

October 2018

	Line	Drag	Spike
Flynn			
Nonneman			
Northcraft		1	
Bowers FB	1		
Galaxy SF	4		
United			
Nonneman SF	3		
Long	1	1	
Cavanaugh	3	2	
JC			
Abrams	3	1	
Nonneman Jr	3		
Northcraft SF	4		
Bower SF	3		
TOTAL	25	5	

Parks and Rec Mowing Areas

October 2018

Location	Times cut
Abrams Field	1
JC Field	1
Valley St Parklet	2
Fairmont	1
Ridgedale	
Springdale	1
Smith Park	2
Vets Park	2
Washington Headquarters	1
Sun Dial	
Pine Ave	1
Lucy's Park	
Old HRDC	
Mullen	
14 Somerville (rear)	1
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)	1
Pear St	
Centre St Playground	2
Municipal Center	1
Mason's Sports Complex	2
Pistol Range	2
Cavanaugh Field	2
Long Field	2
Constitution Park	1

Fleet Maintenance
October 2018

Total Fleet Maintenance Projects	**40**
Central Services	0
Code Enforcement	0
DDC	0
Engineering	2
Fire	1
Flood	0
Municipal Parking	0
P & R Maintenance	3
Police	12
Public Works	0
Sewer	2
Snow Removal	0
Street Maintenance	11
Vehicle Maintenance	0
Water Distribution	2
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	6
Field Service Calls	1
Total Work Orders Submitted	**6**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
November 20, 2018

Description
Police Department monthly report for October, 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

October 2018

City of Cumberland Department of Police

Monthly Report

October 2018

Part 1 Crimes for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Aggravated Assaults	6	6	B & E (All)	31	18	Murder	0	0	Rape	3	1
Robbery	3	0	Theft - Felony	2	0	Theft - Vehicle	4	1			

Selected Criminal Complaints for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Theft - Misdemeanor	25	20	Theft - Petty	63	28	Domestic Assaults	37	28	CDS	60	50
Disturbances	206	151	DOP/Vandalism	21	34	Indecent Exposure	2	2	Sex Off - Other	3	3
Suicide	1	1	Suicide - Attmpt.	2	0	Tampering M/V	0	0	Abuse - Child	1	2
Trespassing	16	14	Assault on Police	0	4	Assault Other	31	45			

Selected Miscellaneous Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alcohol Volitions	4	2	Juvenile Compl.	24	15	Missing Persons	7	10	School Resource	72	97
School Threat	0	2	Sex Off. Regist.	14	15	Truancy	8	7	Death Investigation	5	6

Selected Traffic Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
DWI	5	11	Hit & Run	31	22	M/V Crash	87	75	Traffic Stop	319	470

Selected Service Calls for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alarms	55	49	Assist Motorist	44	47	Check Well-Being	96	115	Foot Patrol	46	22
Assist Other Agency	54	60	Bike Patrol	5	0	Special Events	15	22	Suspicious Activity	95	91

Arrests Totals for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
M/V Citations	64	57	M/V Warnings	251	392	Adult Arrests	153	137	Juvenile Arrests	26	14

	2017	2018
Total Incidents Reported:	**2,254**	**2,367**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

OCTOBER 2018

SWORN PERSONNEL: 45 SWORN OFFICERS

Administration	5 officers
Squad D1	9 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	0 officers

CIVILIAN EMPLOYEES: 8 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	1 full time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time **
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	2 part time
Code Enforcement	3 part time

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

LEAVE REPORT

VACATION TAKEN: 529 HOURS YEAR TO DATE (beginning 7/1/18): 3724 HOURS

COMP TIME USED: 190 HOURS YEAR TO DATE (beginning 7/1/18): 710 HOURS

SICK TIME USED: 112 HOURS YEAR TO DATE (beginning 7/1/18): 556 HOURS

OVERTIME REPORT

OVERTIME WORKED: 438 HOURS YEAR TO DATE (beginning 7/1/18): 1865 HOURS

HOSPITAL SECURITY: 60 HOURS YEAR TO DATE (beginning 7/1/18): 399 HOURS

COURT TIME WORKED: 215 HOURS YEAR TO DATE (beginning 7/1/18): 852 HOURS

TRAINING REPORT

77 OFFICERS ATTENDED 28 TRAINING SESSIONS FOR A TOTAL OF 474 HOURS

Regular Council Agenda
November 20, 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
November 20, 2018

Description

Ordinance *(1st reading)* - providing for the closure of a portion of Pear Street running from the south side of Henderson Avenue South for a length of 125 feet in the direction of N. Centre Street, as requested by CSX Transportation, Inc.

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 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, THE PORTION OF THE STREET BEING CLOSED LYING ON BOTH SIDES BETWEEN THE LANDS OWNED BY CSX TRANSPORTATION, INC. (AS DESCRIBED IN THE DEED RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN DEED LIBER 1, FOLIO 605), 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 CSX Transportation, Inc., as required by the terms of Section 11.1 of the Construction Agreement between the Mayor and City Council of Cumberland and CSX Transportation, Inc. dated December 1, 2015, requesting the closure of the portion of Pear 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 CSX Transportation, Inc. owns the parcels of property adjacent to each side of the portion of Pear Street being closed by this Ordinance, the entire portion of Pear 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 Pear 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 Pear 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 Pear Street closed by this Ordinance to CSX Transportation, Inc.

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 Pear 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 Pear 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 Pear 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 CSX Transportation, Inc.

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 land, a portion of Pear Street (formerly Pear Alley) located between Henderson Avenue (formerly Maddison Street) and North Centre Street situate in Cumberland, Allegheny County, Maryland more particularly described as follows;

BEGINNING at the intersection of the southerly limit of said Henderson Avenue with the westerly limit of said Pear Street being the most easterly corner of Lot 53 of Beall's First Addition to the Town of Cumberland as shown on the Copy of the Map of the City of Cumberland recorded in Plat Case Box 37 (MSA-S1531-190 also MSA-C1741-2367) dated 1806 also being the eastern most corner of the seventh parcel described in an instrument between Samuel M. Seemes et al and The Maryland and New York Iron & Coal Company (MNYICC), recorded April 4, 1846 in Liber H.B. No. 1, Folio 605 in the Allegany County Circuit Court, Allegheny County, Maryland

Thence South 65 degrees East, contiguous with the projection of the southerly limit of said Henderson Avenue, a distance of 20 feet, more or less, to the easterly limit of said Pear Street being the northern most corner of the ninth parcel described in the said MNYICC instrument;

Thence South 25 degrees West, contiguous with the easterly limit of Pear Street and the westerly line of said MNYICC ninth parcel, a distance of 125 feet, more or less, to the westerly most corner of said MNYICC parcel;

Thence North 66 degrees 30 minutes West, departing the easterly limit and through said Pear Street, a distance of 20 feet, more or less, to a point in the easterly line of said Lot 53 being the southerly most corner of the seventh parcel described in the said MNYICC instrument;

Thence North 25 degrees East, contiguous with the westerly limit of said Pear Street and the easterly line of the said MNYICC seventh parcel, a distance of 125.5 feet, more or less, to the most easterly corner of said Lot 53 being the herein described Point of Beginning.

Containing 0.06 acres, more or less, calculated.

EXHIBIT B

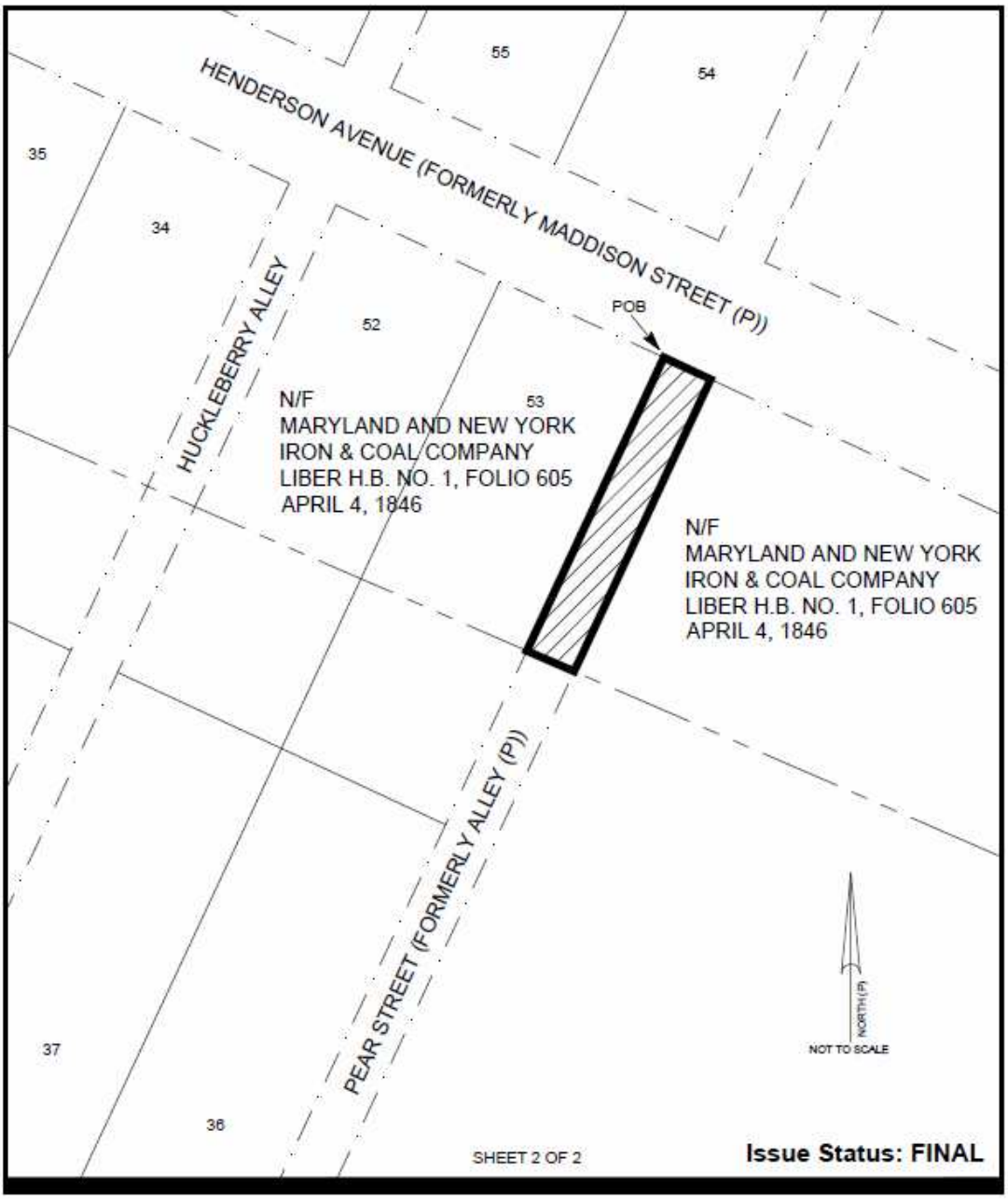

HENDERSON AVENUE (FORMERLY MADDISON STREET (P))
55
54
35
34
52
53
POB
HUCKLEBERRY ALLEY
N/F
MARYLAND AND NEW YORK
IRON & COAL COMPANY
LIBER H.B. NO. 1, FOLIO 605
APRIL 4, 1846
N/F
MARYLAND AND NEW YORK
IRON & COAL COMPANY
LIBER H.B. NO. 1, FOLIO 605
APRIL 4, 1846
PEAR STREET (FORMERLY ALLEY (P))
37
36
NORTH (P)
NOT TO SCALE
SHEET 2 OF 2
Issue Status: FINAL

EXHIBIT C

SUBJECT, HOWEVER, to an easement in favor of the party of the first part 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 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 utility 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 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.

IT IS UNDERSTOOD, 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
November 20, 2018

Description

Ordinance *(1st reading)* - 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 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.

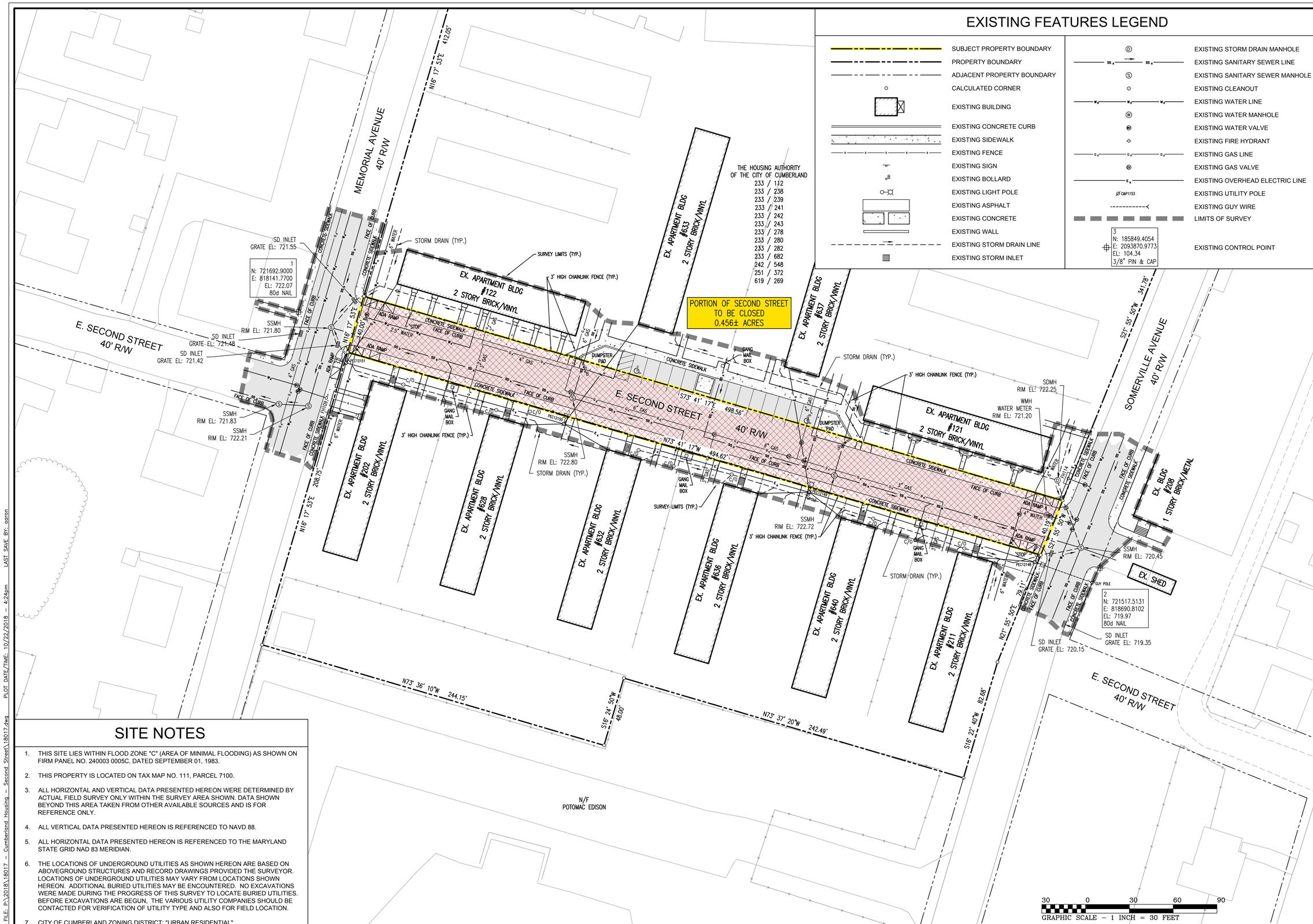
FURTHERMORE, in the event the party of the second part alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate public or private utilities' lines and/or other appurtenances or improvements

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.



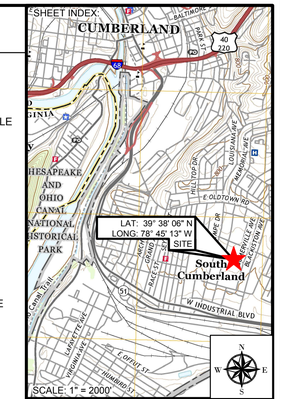
EXISTING FEATURES LEGEND

	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
CAP1153	EXISTING UTILITY POLE
	EXISTING GUY WIRE
	LIMITS OF SURVEY
3 N: 185849.4054 E: 2093870.9773 EL: 104.34 3/8" PIN & CAP	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"

SHEET INDEX:



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
635 EAST FIRST STREET
CUMBERLAND, MARYLAND 21502

MARYLAND COORDINATE SYSTEM NAD 83 FEET / NAVD 88

N W E S

bba
Surveyors | Engineers | Planners
Bennett Brewer & Associates, LLC
23 East Main Street, Suite 200 Frostburg, Maryland 21532
Phone (301)-687-0494 www.bbasurvey.com Fax (301)-687-0495

STATE OF MARYLAND MATTHEW S. BREWER 21388 PROFESSIONAL LAND SURVEYOR 10/22/2018

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21388.
EXPIRATION DATE: 2/04/2020.
MATT@BBASURVEY.COM

REVISIONS

NO.	BY	DATE	DESCRIPTION

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

BBA# 2018017

SHEET TITLE:

PLAN OF SURVEY

SHEET #:

1 OF 1

CAD FILE: P:\2018\18017 – Cumberland Housing – Second Street\18017.dwg PLOT DATE/TIME: 10/22/2018 – 4:24pm LAST SAVE BY: aaron

Regular Council Agenda
November 20, 2018

Description

Resolution adopting the 2018 Allegany County Hazard Mitigation Plan as the City of Cumberland 2018 Hazard Mitigation Plan

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ADOPTING THE 2018 ALLEGANY COUNTY HAZARD MITIGATION PLAN AS THE CITY OF CUMBERLAND 2018 HAZARD MITIGATION PLAN

WHEREAS, The City of Cumberland, a municipality of Allegany County recognizes the Federal Disaster Act of 2000 requiring that all States and local jurisdictions develop, submit, and update hazard mitigation plans that may reduce the impacts of hazards; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future federal funding for hazard mitigation projects; and

WHEREAS, the City of Cumberland participated in the planning process along with other units of local government within the County to prepare the 2018 Allegany County Hazard Mitigation Plan. .

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Cumberland hereby adopts the 2018 Allegany County Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED THAT, the Allegany County Department of Emergency Services is authorized to submit on behalf of the participating municipalities the adopted 2018 Allegany County Hazard Mitigation Plan to the Federal Emergency Management Agency for final review and approval.

Given under our Hands and Seals this 20th day of November, 2018, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

Regular Council Agenda
November 20, 2018

Description

Order declaring a 1996 Dodge Truck (VIN No. 3B7HF13Y6TF158741) as surplus equipment and authorizing it for sale or trade-in

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 20, 2018__

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

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

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

1996 Dodge Truck VIN: 3B7HF13Y6TG158741

_____

Mayor Brian K. Grim

Regular Council Agenda
November 20, 2018

Description
Order declaring certain computer equipment to be surplus and authorizing it for 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:** _November 20, 2018_

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain copiers 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 computer equipment is hereby declared surplus property and authorized for sale, trade-in, or disposal:

Description/Model	Serial number
Monitor	A24032344508
Dell laptop	Service tag 5WT26S1/Svc Code 12867640273
Gateway desktop E-6610D	40323580
Dell Optiplex desktop	J3GJKS1
Toshiba E Studio 28 Copier	No Barcode
Dell Optiplex desktop	F7Q2PN1
Baseline dual speed hub	3C16593B
Scanner	FI4340C603878
Brother Color Printer	LY70840013
scanner	FI5220C020935
IBM Iseries Terminal	8MC676
Cisco Switch	WS-C2950G-48-EI
Cisco Switch	0013C381C000
Cisco Switch	WS-C3550-24PWR-EMI

Cisco Switch	WS-C2950SX-48-SI	
Cisco Switch	FHH0632Y01R	
3com Switch	7ZNV21C4078	
3com Switch	7Y3V1S8005E40	
3com Switch	KZBS2BBA3C9	
Cisco Switch	WS-C3550-24PWR-SMI	
Cisco Switch	JAB042888G0	
Cisco Switch	251019999	
Cisco Switch	WS-C3524-PWR-XL-EN	
Cisco Switch	WS-C3550-24PWR-EMI	
Monitor	ETL4908122629024694208	
Monitor	43159491GA	
Monitor	QFK070909951	
Monitor	99802405243	
Monitor	MPC5B 50E 02944	
Monitor	TEN132830627	
Monitor	MXL77 D0L 01011	
Monitor	No Barcode Available	
Monitor	No Barcode Available	
Lenovo Tower	11S0C69614ZVJ84X3AP4T6	
HP Tower	J3GJKS1	
Dell Tower	HDB4WR1	
Gateway Tower	36033162	
Polycom Phones	No Barcode	
Cash register Printers	No Barcode	
Old Speakers	No Barcode	
Old GIS Server	39087706	
Lenovo Tower	1S7303D1UMJ20229	
Lenovo Tower	1S7303D1UMJ20240	
Lexmark Printer	No Barcode	
Old Nexlink Tower	No Barcode	
Fargo C30 Persona Card Printer	No Barcode	
PS2 Keyboards Count 19	No Barcode	

3 IBM Terminal Keyboards	No Barcode	
Brother Printer	U61780A0J447931	
Brother Printer	U61780A0J447917	

_____

Brian K. Grim, Mayor

Regular Council Agenda
November 20, 2018

Description

Order recommending that the Evitts Creek Water Company (ECWC) sell to the Pennsylvania Department of Transporation (PA DOT) certain property owned by the ECWC, to enable PA DOT to make transportation improvements that require condemnation of said property, pursuant to the terms of an Agreement of Sale and subject to the conveyance being effected by means of a special warranty deed, for the purchase price of $2,400

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 20, 2018

WHEREAS, the Evitts Creek Water Company (ECWC) is the owner of certain property recorded in Bedford County at the Recorder of Deeds in Book 117, Page 115; and

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation (PA DOT) intends to make road improvements that require the condemnation of said property;

NOW, THEREFORE, BE IT ORDERED,

THAT, the Mayor and City Council of Cumberland, Maryland recommends that the Evitts Creek Water Company sell said property to the PA DOT pursuant to the terms of an Agreement of Sale, and subject to the conveyance being effected by means of a special warranty deed, for the purchase price of Two Thousand, Four Hundred Dollars ($2,400.00).

_____

Mayor Brian K. Grim

RW-317AF (2/18)
18-FA-50.0

pennsylvania
DEPARTMENT OF TRANSPORTATION

ROW OFFICE PROJ. NO.	090630
COUNTY	Bedford
S.R. - SECTION	SR03003-01B
MUNICIPALITY	Cumberland Valley
PARCEL NO.	1
CLAIM NO.	0500619000
CLAIMANT	Evitts Creek Water Company

AGREEMENT OF SALE
(Fee Simple)

Made on by **Evitts Creek Water Company** owner(s) of property affected by the construction or improvement of the above mentioned State Route, **its** heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

W I T N E S S E T H:

WHEREAS the COMMONWEALTH **intends to record** a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH.

NOW, THEREFORE, in consideration of the sum of **TWO THOUSAND FOUR HUNDRED no/100 ($2,400.00)** Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMONWEALTH and the COMMONWEALTH agrees to purchase

☐ in fee simple the premises described by metes and bounds in Exhibit "A"

☒ in fee simple that portion of the aforesaid property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

Being all or a portion of the same property conveyed or devised to the SELLER by **deed** of **Henry R. Nave and Edna R. Nave, his wife**, dated **September 27, 1911** and recorded in **Bedford County at the Recorder of Deeds in Book 117, Page 115** together with the improvements, hereditaments and appurtenances thereto, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the COMMONWEALTH all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed.

This conveyance contains **19,776 Square Feet of required Right-of-Way in Fee Simple and 1,089 Square Feet of Drainage Easement** , and the property is identified on COMMONWEALTH plans as Parcel **1**.
The SELLER will warrant SPECIALLY the property interest to be conveyed.

The SELLER hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the COMMONWEALTH. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the COMMONWEALTH. The SELLER may continue to insure the property after possession has been delivered until title has passed to the COMMONWEALTH under this agreement, any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the COMMONWEALTH of the amount paid to the SELLER under this agreement.

The SELLER is assured that the COMMONWEALTH will not require vacation of the property for at least ninety (90) days from the execution of this agreement.

The SELLER will receive a NOTICE TO VACATE at least thirty (30) days before possession will be required by the COMMONWEALTH.

SELLER may remain in possession, on a rent free basis, until **N/A** after which date SELLER will pay rental to the COMMONWEALTH in the sum of **$0.00** per month, in advance, beginning **N/A**, on a month-to-month basis until possession has been delivered. It is understood and agreed that the SELLER may relocate at their convenience prior to this date. From and after the execution of this instrument, the COMMONWEALTH, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals. The SELLER agrees to execute the Department's Lease Agreement, Form RW-670. Upon the expiration of one year, the amount of rental may be changed at the discretion of the COMMONWEALTH.

The SELLER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The SELLER does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

_____

_____

_____

_____

_____

_____

ENTITIES*

SELLER:

Evitts Creek Water Company
(Name of Entity)

BY:_____

BY:_____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY:_____
District Right-of-Way Administrator

Regular Council Agenda
November 20, 2018

Description

Order accepting the bid of Weimer Chevrolet to provide two 2018 Pickup Trucks, two New F-550 Dump Trucks, one New 3/4 Ton Pickup Truck, and Four New 3/4 Ton Service/Utility Body Trucks for the total amount of $ 447,644

Approval, Acceptance / Recommendation

These vehicles were formally bid and two bids were received. Truck Enterprises, Inc. bid only on the New Class 8 Day Cab Road Tractor at a price of $116,600 which is well above the estimated budgeted cost for this vehicle. It is recommended that this bid be rejected due to budgetary limitations. Weimer Chevrolet bid on the remaining vehicles and it is recommended that their bid be accepted with the addition of one extra 2018 Pickup Truck for use in Central Services. The total award to Weimer Chevrolet is recommended at $447,644.

☑ Budgeted

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

Value of Award (if applicable)

$447,644

Source of Funding (if applicable)

2018 CDA Bond Funds

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

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

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

THAT, the bid of Weimer Chevrolet of Cumberland, 10355 Mt. Savage Road, NW, Cumberland, MD 21502, for Utilities Vehicles be and is hereby accepted as follows:

	Vehicle	Cost	Total Amount
1.	2018 Pickup Trucks	3 @ $30,174.25	$ 90,522.75
2.	New F-550 Dump Trucks	2 @ $80,890.00	$ 161,780.00
3.	New ¾ Ton Pickup Truck	1 @ $31,585.25	$ 31,585.25
4.	New ¾ Ton Service / Utility Body Trucks	4 @ $40,939.00	$ 163,756.00
	TOTAL		$ 447,644.00

BE IT FURTHER ORDERED, that all other bids received be and are hereby rejected.

_____

Brian K. Grim, Mayor

Funding: 2018 CDA Bonds

Vehicle	Weimer Chevrolet	Truck Enterprises, Inc.
(2) 2018 Pickup Truck	$ 30,174.25 each	No bid
(2) New F-550 Dump Trucks	$ 80,890.00 each	No bid
(1) New ¾ Ton Pickup Truck	$ 31,585.25 each	No bid
(4) New ¾ Ton Service/Utility Body Trucks	$ 40,939.00 each	No bid
(1) New Class 8 Day Cab Road Tractor	No Bid	$ 116,600.00

Request for Bids - Utility Vehicles

Bid Opening: October 31, 2018 - 2:30 p.m., City Hall Council Chambers

Company	Two (2) 2018 Pickup Trucks	Two (2) New F-550 Dump Trucks	One (1) New 3/4 Ton Pickup Truck	Four (4) New 3/4 Ton Service /Utility Body Trucks	One (1) New Class 8 Day Cab Road Tractor	Affadavit	Local Preference
Weimer Chevrolet of Cumberland **10355 Mt. Savage Road, NW** **Cumberland, MD 21502**	**$30,174.25 each**	**$80,890.00 each**	$31,585.25 each	$40,939.00 each	No bid	Yes	County
Truck Enterprises, Inc. **5740 North Western Turnpike** **Keyser, WV 26726**	**No Bid**	**No Bid**	No Bid	No Bid	$116,600 including trade	Yes	N/A

The appropriate departments will review all proposals and provide a recommendation to the Mayor and City Council for award based on the lowest and most responsive bid received.

Regular Council Agenda
November 20, 2018

Description

Order declaring City-owned property at 547 Eastern Avenue to be surplus and declaring the City's intent to transfer the property to John Wolf for the purchase price of $3,600

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 20, 2018

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain parcel of real property together with the improvements thereon which are known as 547 Eastern Avenue, Cumberland, MD 21502 (hereinafter referred to as the "Property"), the Property being more particularly described in the Land Records of Allegany County, Maryland in Book 2052, Page 415, Tax Account No. 22-008765;

WHEREAS, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland;

IT IS, THEREFORE, ORDERED by the Mayor and City Council of Cumberland, that:

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

2. The Mayor and City Council intend to sell the Property to John Wolf for the purchase price of Three Thousand, Six Hundred Dollars ($3,600); and

3. That after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Property, formal transfer of the Property to John Wolf may proceed.

_____

Brian K. Grim, Mayor

P. O BOX 33

OAKLAND, MD 215502

October 17, 2018

Jeff Rhodes

City Administrator

City of Cumberland

57 N Liberty Street

Cumberland, MD 21502

jeff.rhodes@cumberlandmd.gov

Mr. Rhodes:

I wish to make formal request to purchase the city owned property at:

547 Eastern Ave, Cumberland, MD 21502

APN: 0122008765, Map 105, Parcel 789, 2052/415

I understand the purchase price would be the current assessed value, which is $3,600 (Three thousand six hundred Dollars) and I am agreeable to no more than the assessed value as the purchase price, as a cash transaction with fast closing.

I am not currently a city resident, but have a contract to purchase the adjacent 545 Eastern Ave, Cumberland,MD contingent upon my successful negotiation for the adjacent lot 547 Eastern Ave.

I understand the process involved in the purchase and am willing to wait the period of time until that process is followed.

I am available at 301-501-0496, jhwolf57@hotmail.com. You may also communicate with my agent, Mark VanTyne, Julian Agency Real Estate, 301-777-3292, 301-707-4806, sales@julianagency.com.

I would like to proceed with the process and purchase as soon as possible.

Sincerely,

John H Wolfe, Sr

John H Wolfe, Sr (Oct 18, 2018)

John Wolfe

Regular Council Agenda
November 20, 2018

Description

Order accepting the sole source proposal from Wilson T. Ballard to provide engineering services for the Fayette Street Bridge alternative study for the replacement of Bridge A-C-08 on Fayette Street for an estimated lump sum cost of $38,529.44

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to accept the sole source proposal from Wilson T. Ballard to conduct an alternative study for the replacement of Bridge A-C-08 on Fayette Street over CSXT Railroad for an estimated lump sum cost of $38,529.44.

☑ Budgeted

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

Value of Award (if applicable)

$38,529.44

Source of Funding (if applicable)

127.08R.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

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

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

THAT, the sole source proposal from Wilson T. Ballard Company, 17 Gwynns Mill Court, Owings Mills, MD, 21117 to provide engineering services for the Fayette Street Bridge alternative study for the replacement of Bridge A-C-08 on Fayette Street in the estimated lump sum cost of Thirty-eight Thousand, Five Hundred Twenty-nine Dollars and Forty-four Cents ($38,529.44) be and is hereby accepted.

_____

Brian K. Grim, Mayor

Source of Funding: 127.08R.63000

WILSON T. BALLARD - 1968

RONALD W. RYE, PRESIDENT
E. RICHARD FEUSTLE, JR., SR. VICE PRESIDENT
GLENN R. DETTER, VICE PRESIDENT
MARK D. LOTZ, VICE PRESIDENT
JEFFREY S. ZIEGENFUSS, VICE PRESIDENT
MARYANN BROWER, SECY.-TREAS.
SERINA M. WEBSTER, ASST. SECY.-TREAS.

THE WILSON T. BALLARD COMPANY
CONSULTING ENGINEERS
17 GWYNNS MILL COURT
OWINGS MILLS, MARYLAND 21117

TELEPHONE 410-363-0150
FAX 410-363-7811
WWW.WTBCO.COM

SHAWN T. BURNETT, SENIOR ASSOCIATE
DALE F. TOPPER, JR., SENIOR ASSOCIATE
JOHN J. WEBSTER, SENIOR ASSOCIATE
BRYAN C. DUSZA, ASSOCIATE
JENNIFER L. ROHRER, ASSOCIATE
TIMOTHY M. RYE, ASSOCIATE
KRISTA M. ZIEGENFUSS, ASSOCIATE

October 4, 2018

Mr. Robert Smith, P.E.
City Engineer
City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502

. Re: Alternative Study for Bridge No. A-C-08
Fayette Street over CSXT Railroad
City of Cumberland, MD
File: 18-202

Dear Mr. Smith:

Per our telephone discussion, we are pleased to submit herein our proposal to provide engineering services to conduct an alternative study to replace Bridge No. A-C-08 on Fayette Street over CSXT Railroad.

Description:

Bridge No. A-C-08 is a single-span, 45'-6" long steel through girder bridge. The bridge was built in 1885 and was rehabilitated in 2005. The superstructure carrying vehicular traffic consists of three steel through-girders with eleven steel floor beams supporting a timber deck with an asphalt wearing surface. The clear roadway width is 11'-0" for each of the two lanes on the bridge. The timber sidewalks on both sides of the bridge are supported by additional through-girders at the bridge fascia and a floor system comprised of steel floor beams and timber stringers. The sidewalks are each 12'-0" wide. The overall existing bridge width is approximately 51'-0" wide. The substructure consists of two stone masonry and concrete abutments with wingwalls. In addition, steel columns near both ends of the abutments support the sidewalk fascia girders. There is no traffic barrier along the approach roadways. The bridge is currently closed due to being struck by a train. Prior to the train collision, the last inspection of the structure noted it was in overall fair condition and was posted at 21,000 lbs for Single Unit Vehicles and 27,000 lbs for Combination Vehicles. Bridge A-C-08 was being inspected on a 1-year cycle at the time of the train collision. The last recorded BSR of this structure was 28.9 and the bridge is classified as Structurally Deficient. The clearance between the bridge superstructure and the railroad tracks beneath the structure is approximately 18'-7" according to the bridge inspection report.

In discussions with Mr. Smith, it was decided a 21'-9" vertical clearance (between the CSXT tracks and the underside of the structure) is to be considered for the replacement structure. The proposed bridge width will be reduced to a 38'-10" width. This will include a clear roadway width of 24'-10" as requested by the City of Cumberland (assumed two 10'-0" lanes with 2'-5" shoulders, 2'-0" wide concrete parapets, and a 5'-0" wide sidewalk on each side of the bridge.

Services to be Provided by The Wilson T. Ballard Company

1. Review existing as-built plans and current bridge condition inspection report.
2. Perform topographic survey of roadway.
3. Locate front property corners along Fayette Street.
4. Perform a preliminary structural analysis to investigate superstructure replacement alternatives and to determine if the substructure should be rehabilitated or replaced. The superstructure replacement alternatives will include a steel and a prestressed concrete alternative.
5. Determine if retaining walls are needed on adjacent properties.
6. Review existing grade and develop a roadway profile to accommodate a 21'-9" clearance above the CSXT tracks.
7. Perform an AASHTO review and identify any design exceptions needed.
8. Perform quantity takeoffs for major construction items.
9. Review current bid tabulations to determine unit costs.
10. Prepare engineer's cost estimate for all alternatives presented.
11. Prepare a letter report describing the alternatives investigated with recommendations.

Items to be provided by The City of Cumberland

1. Plans of existing bridge.
2. Deed research and provide deed mosaic.
3. Survey control points and on-site survey control.
4. CSX survey data.
5. Coordination with citizens regarding access and clearance to properties for survey work.
6. Review and comment on the submission.

Assumptions:

1. The new construction will accommodate a 21'-9" clearance above the CSXT tracks.
2. The bridge length will match the existing bridge length.
3. Preparation of design plans or contract documents are not included.
4. No metes and bounds surveys will be performed by The Wilson T. Ballard Company.

Schedule:

1. We will submit a brief letter report describing the alternatives evaluated and the engineer's cost estimates within four weeks of receiving notice to proceed.

Compensation:

We quote as compensation payable to us by The City of Cumberland for the services described herein a maximum professional fee of $38,529.44 on a cost plus fixed fee basis. Copies will be invoiced at $0.10 each and mileage will be billed at the approved federal rate, currently $0.545/mile.

Enclosed herein for your information is a man-hour summary and Cost and Price Summary forms. We will submit invoices monthly as the work progresses and payment will be due within 30 days of the invoice date.

Very truly yours,

THE WILSON T. BALLARD COMPANY

By: Krista M. Ziegenfuss
Krista M. Ziegenfuss, P.E.

KMZ/kmz
Enclosures

The Wilson T. Ballard Company - Man Hour Summary
Alternative Study of A-C-08: Fayette Street over CSXT Railroad

Task	Project Manager	Design Engineer Structural	Design Engineer Highway	CADD Drafter	Professional Surveyor	Survey Party Chief	Survey Instrument Man	Total
General								
Review Existing Information	1	2	2	0	0	0	0	5
Perform topographic survey of the roadway	0	0	0	0	24	80	80	184
Locate front property corners	0	0	0	0	0	20	20	40
Perform Structural Analysis								0
Rehabilitation versus replacement of Substructure	4	10	0	0	0	0	0	14
Replacement of Superstructure								0
Prestressed Concrete Girders	4	10	0	4	0	0	0	18
Steel Girders	4	10	0	4	0	0	0	18
Determine if retaining walls are warranted	4	10	0	0	0	0	0	14
Develop roadway profile to raise grade	2	0	30	0	0	0	0	32
Preliminary Design Exception/AASHTO Review	2	0	10	0	0	0	0	12
Perform Quantity Takeoffs	2	8	0	0	0	0	0	10
Review Current Bid Tabulations	1	4	0	0	0	0	0	5
Prepare Engineer's Cost Estimate	2	6	0	0	0	0	0	8
Prepare Letter Report with Recommendations	1	3	0	0	0	0	0	4
Subtotal - General:	27	63	42	8	24	100	100	364

AVERAGE HOURLY RATE

	CLASSIFICATION	AVERAGE HOURLY SALARY		HOURS		EXTENSION
1	Project Manager	$56.65	x	27	=	$1,529.55
2	Design Engineer, Structural	$46.14	x	63	=	$2,907.07
3	Design Engineer, Highway	$43.67	x	42	=	$1,834.22
6	CADD Drafter	$30.90	x	8	=	$247.20
8	Professional Surveyor	$53.89	x	24		$1,293.35
9	Survey Party Chief	$28.84	x	100		$2,884.00
10	Survey Instrument Man	$26.78	x	100		$2,678.00
		TOTAL		364		$13,373.40
		Average Rate Equals Extension divided by Hours				$36.7401

MARYLAND DEPARTMENT OF TRANSPORTATION
COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT

Administration City of Cumberland **Consultant** **The Wilson T. Ballard Company**

Project Alternative Study **Subconsultant**
Bridge No. A-C-08 Fayette Street
over CSXT

Contract

Phase or Task Function or Total Summary (If applicable) **TOTAL**

1.	Direct Labor:	364	Manhours @	$36.7401	*Average Hourly Rate		$13,373.40
2.	Escalation:	0	% of Item 1				$0.00
2	a.					Subtotal	$13,373.40
3.	Payroll Additives:	P.B. & O.H.	148.00	% of Line 2a, Append Itemization			$19,792.63
4.	Fixed Fee:						
	a.	Dollar amount to cover Profit and other factors					$2,808.41
	b.	Line 4a represents	21	% of Line 2a			
5.	Total Items 1 through 4						$35,974.44

6. Direct Expenses: Apprend justification as necessary

a.	Local Travel	1000	miles @	$0.545	per mile	$545.00	
b.	Prints (Xerox)	100	ea @	$0.10	ea	$10.00	
c.	Subsistence	20	days	$100.00	day	$2,000.00	
						Total Direct Costs	$2,555.00

7. Subconsultants: (Separate Cost and Price Summary for each firm to be appended

	Name	Amount
a.		
b.		
c.		
	Total Subconsultants	$0.00

8. Other

9. Total Proposed Fee for this Task **$38,529.44**

10. Will your firm accept this Portion on a lump sum basis? Yes _____ No **X**
If yes, in what amount? $ _____

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Sole Source WTB Bridge Alternative Studies

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Fri, Nov 16, 2018 at 10:49 AM
To: "Robert Smith, PE" <robert.smith@cumberlandmd.gov>
Cc: Kim Root <kim.root@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Approved

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

On Fri, Nov 16, 2018 at 10:08 AM Robert Smith, PE <robert.smith@cumberlandmd.gov> wrote:

Jeff - The Alternative Studies for the Washington Street and Cumberland Street Bridges are on the agenda for next week's M&CC meeting. As both studies are linked to the CSX negotiations, we didn't solicit proposals due to requiring a trusted firm to execute the scope work. Please respond to this email to provide formal approval to sole source both of these studies to Wilson T Ballard in the total estimated cost of of $38,529.44 per study. Thanks.

Robert Smith, P.E.
Cumberland City Engineer
57 N. Liberty Street
Cumberland, MD 21502
Office 301-759-6600
Direct 301-759-6601
Cell 301-268-1180
FAX 301-759-6608
email: robert.smith@cumberlandmd.gov

Regular Council Agenda
November 20, 2018

Description

Order accepting the sole source proposal from Wilson T. Ballard to provide engineering services for the Washington Street Bridge alternative study for the replacement of Bridge A-C-07 on Washington Street over CSX Railroad in the estimated lump sum cost of $38,529.44

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 20, 2018

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

THAT, the sole source proposal from Wilson T. Ballard Company, 17 Gwynns Mill Court, Owings Mills, MD, 21117 to provide engineering services for the Fayette Street Bridge alternative study for the replacement of Bridge A-C-08 on Fayette Street in the estimated lump sum cost of Thirty-eight Thousand, Five Hundred Twenty-nine Dollars and Forty-four Cents ($38,529.44) be and is hereby accepted.

_____

Brian K. Grim, Mayor

Source of Funding: 127.08R.63000

WILSON T. BALLARD - 1968

RONALD W. RYE, PRESIDENT
E. RICHARD FEUSTLE, JR., SR. VICE PRESIDENT
GLENN R. DETTER, VICE PRESIDENT
MARK D. LOTZ, VICE PRESIDENT
JEFFREY S. ZIEGENFUSS, VICE PRESIDENT
MARYANN BROWER, SECY.-TREAS.
SERINA M. WEBSTER, ASST. SECY.-TREAS.

THE WILSON T. BALLARD COMPANY
CONSULTING ENGINEERS
17 GWYNNS MILL COURT
OWINGS MILLS, MARYLAND 21117

TELEPHONE 410-363-0150
FAX 410-363-7811
WWW.WTBCO.COM

SHAWN T. BURNETT, SENIOR ASSOCIATE
DALE F. TOPPER, JR., SENIOR ASSOCIATE
JOHN J. WEBSTER, SENIOR ASSOCIATE
BRYAN C. DUSZA, ASSOCIATE
JENNIFER L. ROHRER, ASSOCIATE
TIMOTHY M. RYE, ASSOCIATE
KRISTA M. ZIEGENFUSS, ASSOCIATE

October 4, 2018

Mr. Robert Smith, P.E.
City Engineer
City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502

Re: Alternative Study for Bridge No. A-C-07
Washington Street over CSXT Railroad
City of Cumberland, MD
File: 18-203

Dear Mr. Smith:

Per our telephone discussion, we are pleased to submit herein our proposal to provide engineering services to conduct an alternative study to replace Bridge No. A-C-07 on Washington Street over CSXT Railroad.

Description:

Bridge No. A-C-07 is a single-span, 42'-10" long steel beam bridge. The bridge was built in 1930. The portion of the superstructure which is intended to carry vehicular traffic consists of eleven steel beams which support a timber deck and an asphalt wearing surface. The clear roadway width is 27'-0"+/- and consists of two lanes. The 12'-10" wide timber sidewalks located on both sides of the bridge are supported by steel through-girders with a floor system comprised of steel floor beams and timber stringers. The substructure consists of two stone masonry abutments with wingwalls. Portions of the substructure have been covered with concrete or pneumatically applied mortar. Steel columns near the ends of the abutments support the through-girders and sidewalk. There is no traffic barrier along the approach roadways. Bridge No. A-C-07 is currently closed due to deterioration. The last inspection of the structure noted it was in overall 'imminent failure' condition and was previously posted at 8,000 lbs for Single Unit Vehicles and 8,000 lbs for Combination Vehicles. It was being inspected on a 1-year cycle at the time of the closure. The last recorded BSR of this structure was 33.0 and the bridge is classified as Structurally Deficient. The clearance between the bridge superstructure and the railroad tracks beneath the structure is approximately 18'-1" according to the bridge inspection report.

In discussions with Mr. Smith, it was decided a 21'-9" clearance (between the CSXT tracks and the underside of the structure) is to be considered for the replacement structure. The proposed bridge width will be reduced to a 38'-10" width. This will include a clear roadway width of 24'-10" as requested by the City of Cumberland (assumed two 10'-0" lanes with 2'-5" shoulders, 2'-0" wide concrete parapets, and a 5'-0" wide sidewalk on each side of the bridge.

Due to the steep vertical roadway profile on the approaches to the bridge, increasing the clearance for this bridge may require the use of retaining walls on the approaches. A preliminary investigation of retaining wall heights and lengths will be included with this study.

Services to be Provided by The Wilson T. Ballard Company

1. Review existing as-built plans and current bridge condition inspection report.
2. Perform topographic survey of the roadway.
3. Locate front property corners along Washington Street.
4. Perform a preliminary structural analysis to investigate superstructure replacement alternatives and to determine if the substructure should be rehabilitated or replaced. The superstructure replacement alternatives will include a steel and a prestressed concrete alternative.
5. Determine if retaining walls are needed on adjacent properties.
6. Review existing grade and develop a roadway profile to accommodate a 21'-9" clearance above the CSXT tracks.
7. Perform an AASHTO review and identify any design exceptions needed.
8. Perform quantity takeoffs for major construction items.
9. Review current bid tabulations to determine unit costs.
10. Prepare engineer's cost estimate for all alternatives presented.
11. Prepare a letter report describing the alternatives investigated with recommendations.

Items to be provided by The City of Cumberland

1. Plans of existing bridge.
2. Deed research and provide deed mosaic.
3. Survey control points and on-site survey control.
4. CSXT survey data.
5. Coordination with citizens regarding access and clearance to properties for survey work.
6. Review and comment on the submission.

Assumptions:

1. The new construction will accommodate a 21'-9" clearance above the CSXT tracks.
2. The bridge length will match the existing bridge.
3. Preparation of design plans or contract documents are not included.
4. No metes and bounds surveys will be performed by The Wilson T. Ballard Company.
5. There will be no historic coordination for the alternative study.

Schedule:

1. We will submit a brief letter report describing the alternatives evaluated and the engineer's cost estimates within four weeks of receiving notice to proceed.

Compensation:

We quote as compensation payable to us by The City of Cumberland for the services described herein a maximum professional fee of $38,529.44 on a cost plus fixed fee basis. Copies will be invoiced at $0.10 each and mileage will be billed at the approved federal rate, currently $0.545/mile.

Enclosed herein for your information is a man-hour summary and Cost and Price Summary forms. We will submit invoices monthly as the work progresses and payment will be due within 30 days of the invoice date.

Very truly yours,

THE WILSON T. BALLARD COMPANY

By: Krista M. Ziegenfuss
Krista M. Ziegenfuss, P.E.

KMZ/kmz
Enclosures

The Wilson T. Ballard Company - Man Hour Summary
Alternative Study of A-C-07: Washington Street over CSXT Railroad

Task	Project Manager	Design Engineer Structural	Design Engineer Highway	CADD Drafter	Professional Surveyor	Survey Party Chief	Survey Instrument Man	Total
General								
Review Existing Information	1	2	2	0	0	0	0	5
Perform topographic survey of the roadway	0	0	0	0	24	80	80	184
Locate front property corners	0	0	0	0	0	20	20	40
Perform Structural Analysis								0
Rehabilitation versus replacement of Substructure	4	10	0	0	0	0	0	14
Replacement of Superstructure								0
Prestressed Concrete Girders	4	10	0	4	0	0	0	18
Steel Girders	4	10	0	4	0	0	0	18
Determine if retaining walls are warranted	4	10	0	0	0	0	0	14
Develop roadway profile to raise grade	2	0	30	0	0	0	0	32
Preliminary Design Exception/AASHTO Review	2	0	10	0	0	0	0	12
Perform Quantity Takeoffs	2	8	0	0	0	0	0	10
Review Current Bid Tabulations	1	4	0	0	0	0	0	5
Prepare Engineer's Cost Estimate	2	6	0	0	0	0	0	8
Prepare Letter Report with Recommendations	1	3	0	0	0	0	0	4
Subtotal - General:	27	63	42	8	24	100	100	364

AVERAGE HOURLY RATE

	CLASSIFICATION	AVERAGE HOURLY SALARY		HOURS		EXTENSION
1	Project Manager	$56.65	x	27	=	$1,529.55
2	Design Engineer, Structural	$46.14	x	63	=	$2,907.07
3	Design Engineer, Highway	$43.67	x	42	=	$1,834.22
6	CADD Drafter	$30.90	x	8	=	$247.20
8	Professional Surveyor	$53.89	x	24		$1,293.35
9	Survey Party Chief	$28.84	x	100		$2,884.00
10	Survey Instrument Man	$26.78	x	100		$2,678.00
		TOTAL		364		$13,373.40
		Average Rate Equals Extension divided by Hours				$36.7401

MARYLAND DEPARTMENT OF TRANSPORTATION
COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT

Administration City of Cumberland **Consultant** **The Wilson T. Ballard Company**

Project Alternative Study Bridge No. A-C-07 Washington Street over CSXT **Subconsultant**

Contract

Phase or Task Function or Total Summary (If applicable) **TOTAL**

1. Direct Labor: 364 Manhours @ $36.7401 *Average Hourly Rate $13,373.40

2. Escalation: 0 % of Item 1 $0.00

2 a. Subtotal $13,373.40

3. Payroll Additives: P.B. & O.H. 148.00 % of Line 2a, Append Itemization $19,792.63

4. Fixed Fee:
   a. Dollar amount to cover Profit and other factors $2,808.41
   b. Line 4a represents 21 % of Line 2a

5. Total Items 1 through 4 $35,974.44

6. Direct Expenses: Apprend justification as necessary

a.	Local Travel	1000	miles @	$0.545	per mile	$545.00	
b.	Prints (Xerox)	100	ea @	$0.10	ea	$10.00	
c.	Subsistence	20	days	$100.00	day	$2,000.00	
						Total Direct Costs	$2,555.00

7. Subconsultants: (Separate Cost and Price Summary for each firm to be appended

	Name	Amount
a.		
b.		
c.		
	Total Subconsultants	$0.00

8. Other

9. Total Proposed Fee for this Task **$38,529.44**

10. Will your firm accept this Portion on a lump sum basis? Yes ____ No X
    If yes, in what amount? $ _____

Regular Council Agenda
November 20, 2018

Description

Order adopting a revised City of Cumberland Police Take Home Vehicle Program, to be effective this date

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 20, 2018

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

THAT, the City of Cumberland Police Department Take Home Vehicle Program adopted May 20, 2014 by Order No. 25,658 be and is hereby rescinded; and

BE IT FURTHER ORDERED, that the attached and revised City of Cumberland Police Department Take Home Vehicle Program be and is hereby adopted, effective this date.

_____

Mayor Brian K. Grim

DRAFT I

CUMBERLAND POLICE DEPARTMENT

Take Home Vehicle (THV) Program

1) **Purpose:** To establish policy, procedures, and guidelines for availability and operation of Take Home Vehicles (THV) to sworn eligible officers for on-duty and off-duty use.
2) **Policy:** It shall be the policy of the Cumberland Police Department (CPD) to assign a Take Home Vehicle (THV) to eligible sworn officers for on-duty and off-duty use. Officers will recognize the additional responsibility that accompanies the off-duty operation of a police vehicle, including an expectation by citizens of assistance from the operator of the vehicle.
3) **Program Goals:**
   A. The Take Home Vehicle program is intended to:
      1. Raise community safety through increased police presence and visibility in the City of Cumberland, to be accomplished by providing greater incentive for police officers to live in the City as members of the community.
      2. Improve officer retention and enhance the department's recruiting posture by offering this incentive which has substantial value to participants.
      3. Provide incentive to serve in Administrative and on-call positions (i.e. investigations, ~~and~~ K-9, CERT, Crime Scene Technician, Vehicle Crash Reconstructionists, Crisis Negotiator, Clandestine Lab Team, etc.) and to provide adequate equipment, transportation and communications capability on a 24-hour basis.
      4. Reduce maintenance costs for the department's fleet and extend the life of each vehicle.
      5. Administration, Supervisors and officers will be more informed concerning police activity as a result of monitoring radios and scanners when in their THV.
      ~~5.~~6. Improved officer response time when responding to emergency call outs.

4) **Eligibility Requirements and Allocations:**
   A. To become eligible for a Take Home Vehicle, an officer must meet the following requirements.
      1. The officer has successfully completed the required employment probationary period.
      2. The officers must be a resident of the City of Cumberland with the below exception:
         a. The officer is assigned to a specialized unit that involves callouts and/or county-wide jurisdiction and the officer resides outside the city, but within Allegany County. An officer who lives outside the County and is assigned to a specialized-unit or is subject to callout may only take the vehicle home when he/she is actually listed on call.
         b. K-9 handlers transporting city-owned K-9 dogs are permitted to take their assigned police vehicle home if they reside within twenty-five (25) miles of Cumberland Police Headquarters.
         c. Should a sufficient number of vehicles be available to satisfy the requirements of 4.A.2.a. & b. vehicles may be assigned to officers who are Allegany County residents residing outside the city as per Cumberland Police Department policy.

   ~~B.~~ Vehicles will be allocated to the THV Program based on availability of vehicles and the operational needs of the department. Departmental operational needs take precedence over the THV Program. Eligibility lists will be established and maintained to govern the order of assignment to eligible officers. The eligibility list will be maintained by the Operations Commander. Assignment of vehicles will be made by the Chief of Police consistent with department policy. ~~by seniority as follows except as assigned to fill the needs of officers in special units.~~

   ~~1. Rank~~
   ~~2. Date of rank, and~~
   ~~3. Date of hire~~

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5) **Program Regulations:** The following regulations apply to all participating officers as well as those officers who may be assigned vehicles temporarily under special circumstances by appropriate command authority.

A. A THV may be used off-duty within Allegany County.

B. If an officer, who is an ~~Cumberland~~ Allegany County resident, and not assigned full-time to a specialized unit, is assigned a Take Home Vehicle, that vehicle shall not be taken outside the confines of Allegany County without the permission of the Chief of Police.

C. While off-duty, officers are allowed to transport civilian passengers. The operating officer will use a seat belt and ensure any passengers will use restraining devices. The officer is responsible for the conduct of passengers.

D. Any vehicular accident involving a THV will be reported to the Department as well as to the jurisdictional agency in which the accident occurred.

E. Any personal irtjury incurred by a department member or passenger while in a THV will be reported to the Department using the appropriate reporting criteria.

F. City vehicles will not be operated after the ingestion of any amount of alcohol, nor by any officer who has ingested any drug that impairs the ability to operate the vehicle.

1. No alcoholic beverages will be transported in a city vehicle except those beverages seized as evidence or contraband.
2. The THV will not be used to frequent an alcoholic beverages store, bar, or similar establishments. Officers will always be cognizant of the image displayed to members of the public.

G. Officers who have current, approved secondary employment requests on file with the department are not authorized to use the THV as part of that employment.

H. While operating a THV, officers will have on their person, police credentials and badge. In addition, an approved firearm, handcuffs, and portable radio will be available in the vehicle.

I. Clothing and attire must be such that it projects a favorable image of the department and does not create a safety hazard for the officer. No shorts, tank tops, sandals or clothing with sexually suggestive wording or depictions or alcohol advertisements, etc. will be worn.

J. An unattended THV will be kept locked at all times. The portable radio and all weapons will be removed from the THV when it is unattended except for a short period of time.

K. A THV will be turned in to the Operations Commander if the officer is on light duty, extended sick leave, disability, administrative leave, suspension or is the subject of a criminal investigation.

L. No unauthorized person is permitted to operate a city vehicle except in a life-threatening emergency.

M. Officers are prohibited from using their THV while engaged in any political activity~~ies~~.

N. If an off-duty officer, while operating a THV and not involved in an enforcement activity, is involved in a motor vehicle accident which results in property damage or personal injury, and that officer is found to be negligent in his actions, the officer may be responsible for paying the City's fleet insurance deductible. The officer also may be suspended or terminated from the THV program.

6) **Operating Procedure:**

A. While using the THV off-duty, each officer will adhere to the Department's policy governing off- duty arrests as outlined in ~~G.O. 601.2.~~ CPD Policy ~~41.3.9~~.

B. While operating a THV within the city limits, officers will monitor the police radio and advise dispatch when responding to a call.

C. While in the City, off-duty officers operating THV will take appropriate action on incidents or calls for service which come to their attention either on-view, through a citizen, or radio monitored activity of a serious nature occurring within reasonable proximity to their location. They are expected to assist as necessary at the direction of the on-duty supervisor.

D. Minor incidents encountered in the City while operating a THV off-duty may be handled and cleared by the off-duty officers. Dispatch must be notified. (Examples include alarms, disabled vehicles, traffic complaints.)

E. Officers with civilian passenger(s) will not become involved in high-risk actives until the passenger(s) have been discharged at a safe location. Dispatch will be advised of the location where passengers are discharged so they may arrange transportation.

F. Officers, off-duty, operating a THV in non-uniform clothing will only make traffic stops in the city when inaction would result in substantial public danger and/or reflect unfavorably upon the department. (Ex. Suspected DWI, Hit & Run and acts of negligent or reckless driving in full view of the officer and the public.)

G. A THV will not be used to carry excessively large or heavy loads or objects which protrude from the trunk or windows, except in performance of official duties.

H. Officers will adhere to all Maryland motor vehicle traffic laws and parking regulations.

I. For deterrent reasons, when reasonable and safe, the THV shall be parked in plain view of the public.

7) Compensation:

A. The off-duty use of a THV has sufficient value to preclude off-duty officers from being compensated further for providing assistance in routine situations for short periods of time (less than one hour).

B. When the on-duty supervisor requests the off-duty officer's presence for longer than one hour, the officer will qualify for compensation at the rate of time and one-half for the actual time worked.

8) Off-Duty Involvement (Outside the City):

A. Officers shall know and understand the limits and scope of their authority and only take enforcement action in those situations enumerated in the Annotated Code of Maryland and as outlined in CPDPolicy~~41.3.8.5~~.

B. Except in incidents immediately affecting public safety, officers will not make traffic stops outside the City while off-duty.

9) Maintenance and Authorized Equipment:

A. Officers are responsible for the maintenance of their assigned vehicle and will keep all scheduled appointments for service, factory recalls, etc.

B. City vehicles will be kept clean. Trash will be properly disposed of and not subject to public view.

C. The use of all tobacco products in a ~~city vehicle~~ THV is prohibited.

D. Any addition or modification to vehicle equipment will require the advance approval of the Fleet Maintenance supervisor.

E. No bumper sticker, decal, banner or placard of any type may be attached to a THV without permission of the Chief of Police.

10) Suspension or Termination from THV Program:

A. Any violation of the above policy can be considered by the Chief of Police as cause to suspend or terminate the officer's THV privilege.