



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: August 21, 2018

I. Closed Session

1. 5:30 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland to confer with counsel regarding a code enforcement issue
2. Executive Session

II. Open Session

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

III. Pledge of Allegiance

IV. Roll Call

V. Statement of Closed Meeting

1. Summary Statement(s) of Closed Meetings(s)

VI. Director's Reports

(A) Public Works

1. Utilities Division monthly report for July, 2018
2. Maintenance Division monthly report for July, 2018
3. Utilities Activity Report for July, 2018

(B) Administrative Services

1. Administrative Services monthly report for June, 2018

(C) Fire

1. Fire Department monthly report for July, 2018

(D) Police

1. Police Department monthly report for July, 2018

VII. New Business

(A) Orders (Consent Agenda)

1. Order authorizing execution of a Certificate of Satisfaction acknowledging that the indebtedness on a Deed of Trust (Book 1455, Page 224) owed by Stephen Terry Bachman and Jerri Dell has been fully paid and satisfied
2. Order authorizing the Chief of Police to accept a GOCCP Maryland Criminal Intelligence Network (MCIN) grant for FY19 in the amount of \$286,404.00 for personnel, equipment and overtime costs associated with our focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies.
3. Order abating 2018-2019 real estate taxes for City-owned properties with cell towers located on them at Bishop Walsh Road, Eleanor Terrace, and Seneca Avenue
4. Order authorizing payment to CBIZ Insurance Services for FY19 insurance coverage for Public Officials Liability, Law Enforcement Liability, Employees Dishonesty Bond, and Risk Management Services in the total amount of \$87,945
5. Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$8,000, providing Domestic Violence Response Team (DVRT) accompaniment and follow-ups.
6. Order accepting the proposal from LGIT to provide FY19 Properties Insurance coverage, general liability insurance for two parking garages, and boiler and machinery coverage in the total amount of \$137,807
7. Order authorizing execution of an Easement Agreement with Allegany College of Maryland relative to the City's construction and maintenance of a water line and appurtenances through property owned by the College
8. Order authorizing execution of an Interim Agreement Regarding Cumberland Street Bridge and Traffic Restoration Structure with CSX Transportation, Inc.
9. Order authorizing execution of an Assignment of Mortgage to provide the City Solicitor the authority by which to initiate, prosecute, and complete a foreclosure action with respect to real property at 201-203 Baltimore Street (former Brunswick Hotel) and authorize the City Administrator to execute affidavits filed with respect to the foreclosure

(B) Letters, Petitions

1. Letter from Lieutenant Chuck Ternent asking Mayor and City Council to review and comment and to make public with opportunity for comments a FY19 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$13,015 to be used towards the purchase of software enhancements to be compatible with the new NIBRS (National Incident-Based Reporting System) standards

VIII. Public Comments

All public comments are limited to 5 minutes per person

IX. Adjournment



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Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
August 21, 2018

Description

Executive Session

Approval, Acceptance / Recommendation

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August 21, 2018

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August 21, 2018

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Regular Council Agenda
August 21, 2018

Description

Utilities Division monthly report for July, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

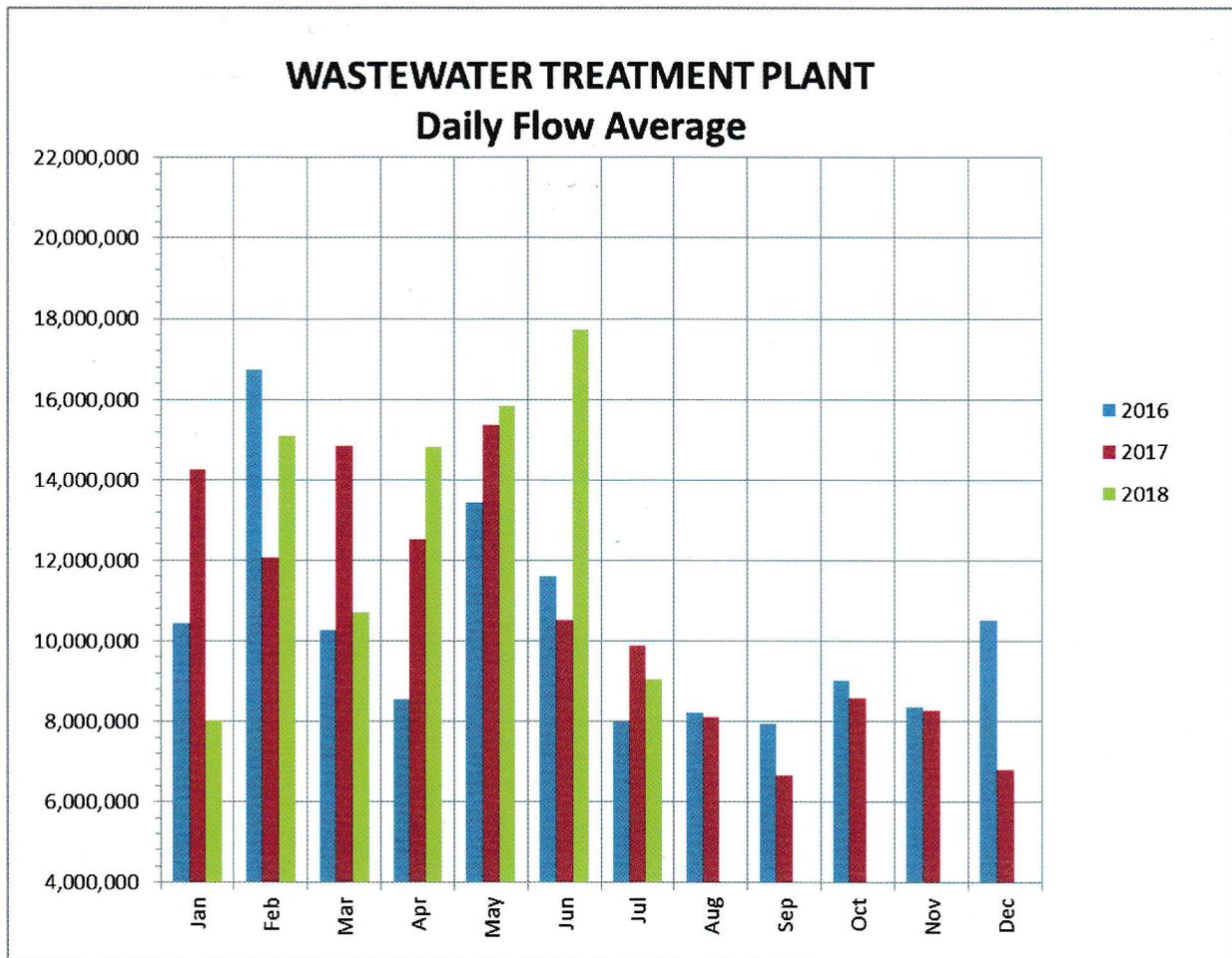
**UTILITY DIVISION
MONTHLY REPORTS**

July 2018

Wastewater Treatment Plant – July 2018

OPERATIONS:

Treated 280,170,000 gallons @ an average of 9.038 million gallons per day. Removed 183,429 pounds of total suspended solids, 162,119 pounds of BOD, 24,061 pounds of total nitrogen, and 4,439 pounds of total phosphorous. Processed 1,015,180 gallons of sludge producing 94.45 Dry tons of Class “A” bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.

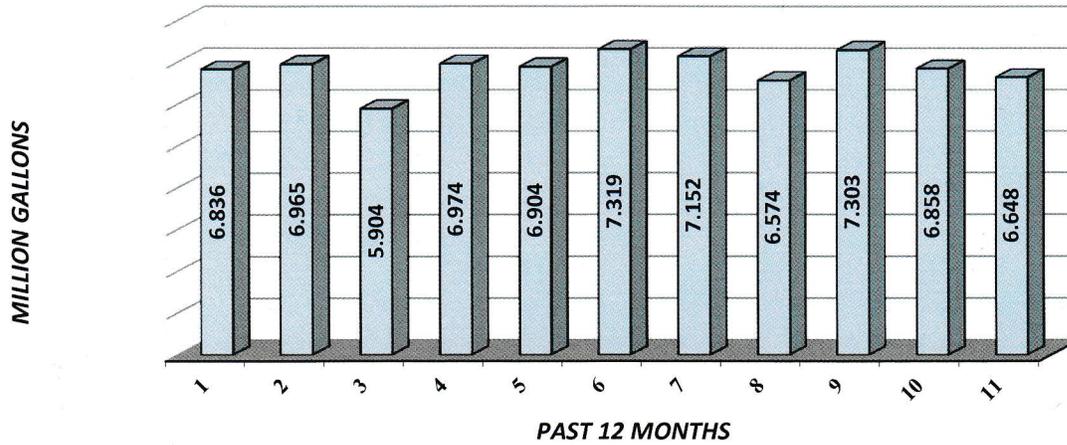


CITY OF CUMBERLAND'S WATER TREATMENT PLANT

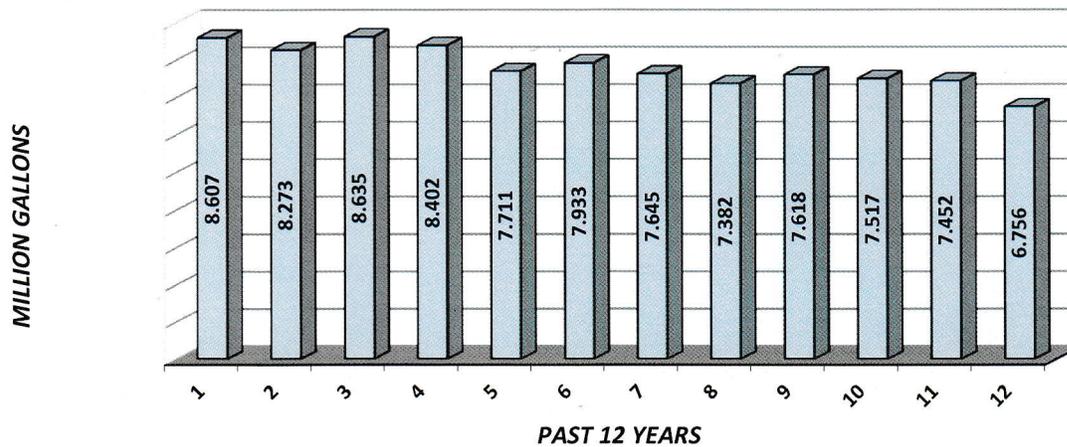
MONTHLY UTILITY REPORT

JULY 2018

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



BRIEF LISTING of EVENTS

- 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED/LAKES AT 100% CAPACITY
- TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- WFP STAFF ARE CURRENTLY WORKING ON SUMMER LAKE AND RESERVOIR MAINTENANCE TASKS
- PROCESS ADJUSTMENTS AND TESTING IS BEING DONE TO ADDRESS HIGH MANGANESE LEVELS IN WFP WASTEWATER DISCHARGE
- BOTH LAKE GORDON AND LAKE KOON AT 100% CAPACITY
- WATER FILTRATION PLANT ASSESSMENT BY GD&F NEARING COMPLETION



Regular Council Agenda
August 21, 2018

Description

Maintenance Division monthly report for July, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
July 2018

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JULY 2018**

- **POTHoles AND COMPLAINTS**
 - Potholed 44 Streets and 10 Alleys using 42 tons of HMA.

- **UTILITY HOLE REPAIR**
 - Completed 8 Water Utility Hole Repairs using 124 tons of HMA and 1 Cu yd of concrete.

- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Installed/Repaired 8 Traffic Control Signs.
 - Installed/Repaired 2 Street Name Sign.
 - Painted 9 curbs

- **STREET SWEEPING**
 - Swept 406 curb miles (approx. 144 cubic yards of debris).
 - Hauled 13 tons of sweeper dumps to landfill.

- **MISCELLANEOUS**
 - Completed 60 Work Orders.
 - Completed Fourth of July Set-up and cleanup.
 - Cleaned Underpass, McMullen Bridge, and Welch Ave. drainage ditch 4 times.
 - Picked up 10 dead animals
 - Cleaned, repaired and stoned Drainage ditch on Golden Lane
 - Installed drainage ditch in alley on Swick Lane.
 - Completed tree and brush work in 11 areas

STREET MAINTENANCE - JULY 2018		7/2-7/6	7/9-7/13	7/16-7/20	7/23-7/27	7/30-7/31	TOTAL
SERVICE REQUEST COMPLETED		12	13	15	12	8	60
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER		3	1	3	1	8
	SEWER						0
	CY		0.75		0.50		1
	TONS		2.5	117.0	3.0	1.0	124
POTHoles FILLED	STREETS	19	9	5	10	1	44
	ALLEYS	4	2	1	2	1	10
	DAYS						0
	Cold Mix						0
	TONS	17.5	11.0	4.5	8.0	1.0	42
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					6	2	8
STREET NAME SIGNS REPAIRED/INSTALLED					2		2
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
					3		3
PAINTING PERFORMED	BLUE				2		2
	YELLOW						0
	RED				7		7
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	8	15	14			37
	Miles	138	134	134			406
SWEeper DUMPS HAULED TO LANDFILL	TONS				13.0		13
SALT BARRELS - PICK UP, FILL	DAYS		2				2
CLEANED BALTIMORE ST. UNDERPASS		1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days		4	2	4	1	11
Check Drains/Clean Debris	DAYS		1	1	2		4
LEAF PICK UP	Loads						0

Completed Fourth of July traffic control and cleanup

Cleaned, Repaired and matted Drainage ditch on Golden Lane

Tree Work 11 areas

2 animal rescues

Picked up 10 dead animals

Installed drainage ditch in alley off of Swick Lane

Installed ditch on Homer Street

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JULY 2018**

- Constitution Park and Area Parklets
 - Cleaned up garbage 3 times a week
 - Cut 3 times complete
 - Cut all parklets at least twice

- Ball Fields
 - Lined 9 fields for a total of 37 times
 - Drug 7 fields for a total of 10 times
 - Cut 9 fields for a total of 23 times

- Miscellaneous Work
 - Maintained pool
 - Prepared pavilions for rentals
 - Worked numerous concerts
 - Worked Fourth of July fireworks display prep and tear down

Parks & Recs Field Work

July 2018

	Line	Drag	Spike
Flynn	8	4	
Nonneman	3	2	
Northcraft	6	3	
Bowers FB	1		
Galaxy SF	2		
United			
Nonneman SF	1		
Long	7		
Cavanaugh			
JC			
Abrams	7	1	
Nonneman Jr	2		
Northcraft SF			
Bower SF			
TOTAL	37	10	0

Parks and Rec Mowing Areas July 2018

Location	Times cut
Abrams Field	2
JC Field	3
Valley St Parklet	2
Fairmont	1
Ridgedale	1
Springdale	2
Smith Park	2
Vets Park	2
Washington Headquarters	2
Sun Dial	2
Pine Ave	1
Lucy's Park	1
Old HRDC	2
Mullen	1
14 Somerville (rear)	2
Evitts Creek	
Boat Ramp	2
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	1
Centre St Playground	1
Municipal Center	2
Mason's Sports Complex	3
Pistol Range	1
Cavanaugh Field	1
Long Field	2
Constitution Park	2

**Fleet Maintenance
July 2018**

Total Fleet Maintenance Projects	114
Central Services	4
Code Enforcement	0
DDC	0
Engineering	1
Fire	5
Flood	4
Municipal Parking	0
P & R Maintenance	8
Police	22
Public Works	0
Sewer	4
Snow Removal	0
Street Maintenance	22
Vehicle Maintenance	4
Water Distribution	15
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	20
Field Service Calls	5
Total Work Orders Submitted	38
Risk Management Claims	1
Fork Lift Inspections	0



Regular Council Agenda
August 21, 2018

Description

Utilities Activity Report for July, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Utilities Activity Report for July 18

FLOOD CONTROL

TEST RUN STATION PUMPS/RUN GATES	NA
CHECKED HOLES/CSOs	NA
CLEANED DRAINS & DITCHES	NA
CLEANED BULLPEN	NA
MOWING	NA

SEWER

LINE LOCATOR	386
SEWER MAINS FLUSHED (FEET)	18,717'
SERVICE MAINS REPAIRED/REPLACED	1
CATCH BASINS CLEANED	39
CATCH BASIN(S) REPAIRED - OLDTOWN RD @ WINIFRED RD	1
CLEANOUTS INSTALLED	2
OVERFLOWS CHECKED	5
CALLS ANSWERED	14
SERVICE LINES OPENED	3
LINES/MAINS TRACED	171
CALL OUTS/OVERTIME	7CO/12HRS OT
FLUSH WATER USAGE	22,000 GAL



Regular Council Agenda
August 21, 2018

Description

Administrative Services monthly report for June, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for June, 2018

August 21, 2018

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Management Information Systems (MIS) Department April - June 2018

Statistics

402 completed help desk requests
213 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with Sensus to upgrade FlexNet Meter Reading System
- Continued working with MuniLink to replace Utility Billing System
- Work with City Clerk and Risk Manager on Risk Management System
- Work with Parking Enforcement on development of replacement ticket system
- Assist Engineering with GIS project
- Assist Finance with tax bills

Parks & Recreation Department June 2018

Pavilion Reservations and usage for the month of June: 42 reservations

New reservation made during the month of June: 18

Seasonal Services: Amusement Park ticket sale, Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies

Sunday in the Park Concert series: Four concerts were held at the Park Amphitheater in June. Performing Artists – “Frankfort Middle School Steel Drum Group”, “Ricky Howsare”, “Butterscotch Blond” and “Back Beat”. Approximate attendance: 2,000
Funding for this program is provided by the *City of Cumberland*.

70th Annual Battie Mixon Fishing Rodeo was held on Saturday June 2, 2018

The event is Co-Sponsored by CSX Railroad, Wal-Mart, the City P&R, Oldtown VFW, Oldtown VFD, National Park Service – C&O Canal, Oldtown Lions Club, MD Department of Natural Resources, and various local businesses and organizations. Attendance was estimated at 1,000 with 350 children registered for the event. Approximately 235 fish were caught during the three-hour event. 26 trophies were awarded – “Casting for Kids” contest awarded 6 trophies Sponsored by the Cooper Family in memory of John W. Cooper IV. Mike Cornachia and the Oldtown Catfish Club organized the event with assistance from The Cumberland Parks & Recreation Department and a large number of volunteers.

The National Marbles Tournament in Wildwood N.J. –, Girls City Champion, Jovie Breitfeller, and Girls runner up, Lindsay Fleming, Boys City championship, Kobi Wright and, Boys runner up, Blake Dwire, represented the City of Cumberland at the 95th Annual National Marbles Tournament, held June 17-21, 2018 in Wildwood NJ.

Cumberland Hot Stove Baseball League, the City of Cumberland and various individual donations are the local sponsors of this event.

Staff visited local schools to promote summer programs: South Penn, John Humbird, West Side, Cresaptown, Northeast and Parkside Elementary Schools.

Baseball/ Softball League play and practices for June:

The City of Cumberland provides fields for the following leagues:

- Pee Wee League
- Girls Softball League
- Dapper Dan Little League Baseball
- Church League Softball
- Industrial League
- Co-ed League
- YMCA Soccer League

78th Season - Constitution Park Pool –

The Park Pool was open weekends until Allegany County Public Schools closed for the school year on June 12.

21 Days of Operation – paid Attendance: 2,571

Admissions using pre-purchased swim cards or season passes - 193

1,054 YMCA members and 330 Y camp participants

Other group usage total – 185

4 pool parties (125)

The Park Pool is open daily 12 noon to 7:00 p.m. in June & July.

Swimming lessons began on Monday June 12.

14 days of swimming lessons, Monday – Friday 11 – 11:45 a.m. Attendance - 49

242 (Day camp participants also attended swimming lessons)

Constitution Park Day Camp

10 Days of Day Camp – Attendance: 1,026

Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Reading & computers, Dance, Breakfast, Lunch, snack, afternoon swimming, Bus transportation (funded by *Department of Social Services*) “Fun Friday Activities”.

Special activities at Day Camp for June: Cooperative *Extension service* provides activities related to nutrition and gardening “growing your own food”.

Summer Lunch Program the Parks & Recreation Department is the sponsor for the Summer Lunch Program in the Cumberland area. Local sites include Constitution Park Day Camp, YMCA Riverside summer program, and Baltimore Ave YMCA Family Center programs.

June meals served – Lunches: 1,245, Snacks: 1,586

June Breakfast Served at Day Camp Provided by the Summer Lunch Box Program – 213

Movies under the Stars – at the Constitution Park Pool – Friday June 8, -Disney’s “Moana”, Attendance: 250+, Free swim 6:30 – 8:00 p.m. -Movie began at 8:30 p.m.

Meetings attended:

June Recreation Advisory Board meeting

Staff meetings

Finance Department meeting for depositing pool and camp

Day Camp personnel training meetings

Organizational meetings and training for Lunch programs at Constitution Park Day Camp, YMCA – Riverside & Baltimore Ave.

Planning meetings for seasonal special events – Pool and other programs

Meetings related to Fireworks program

Upcoming:

July 4th Celebration and Fireworks

Movie under the stars program continues July 3

Six weeks of Constitution Park Day Camp remaining for the season

Sunday in the park performances continue

Begin field scheduling for fall sports

Community Development

June 2018

CODE COMPLIANCE

Building and Code Enforcement Activity:

June: 79 new property reports with 19 of those closed.

Closed 30 cases from previous months.

<u>Nuisance & Junk Vehicle</u>		<u>Property Maintenance</u>		<u>Building Code</u>	
Reported	56	Reported	13	Reported	0
Resolved	45	Resolved	6		

<u>Housing Code</u>		<u>Zoning</u>	
Reported	7	Reported	3
Resolved	3	Resolved	1

FY18 YEAR-END REPORT (July 1, 2017 - June 30, 2018):

- 675 complaints with 342 resolved (49%)
 - Avg.: 57 calls/month - 26 resolved/month
- 70% increase in reports vs. FY17
- 172% increase in resolved cases vs. FY17

Permits, Applications, and Licenses

<u>Building Permits</u>		<u>Residential Rental License</u>		<u>Plan Reviews</u>	
Received	7	Received	14	Received	0
Issued	4	Issued	14		

Occupancy Permit

Received:	6
Issued:	6

Housing Inspections

Conducted:	55
Passed:	55

Revenue

Building Permits:.....	\$19,723.00
Miscellaneous Permits:	137.00
Occupancy Permits:	180.00
Utility Permits (no fees).....	0.00
COA Permits	0.00
Reviews, Amendments, and Appeals:	0.00
Rental Licenses:.....	2,775.00
Paid Inspections:.....	25.00
<u>Municipal Infractions:.....</u>	<u>0.00</u>
TOTAL	\$12,840.00

Demolition Permit (Bonds)0.00

Activity:

- A temporary Certificate of Occupancy was granted for Allegany High School to allow furniture placement for grand opening in August.

Community Services Activity (outside normal/daily):

- National Night Out/Cumberland, 8/7 (Kick-off 8/6)
 - Next meeting scheduled for 7/11
 - 70 community partners to date with 58 committed to setting up

COMMUNITY DEVELOPMENT PROGRAMS

CDBG Monthly Activity: (01-12/2018 Accomplishments)

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

Historic Preservation/Planner

June 2018

The Cumberland Historic Preservation Commission met on Wednesday, June 13, 2018 at 4pm. There was one Certificate of Appropriateness on the agenda reviewed: 33 Washington Street - Allegany County Public Library - Column Repair/Repaint

One additional Certificate of Appropriateness was processed administratively for in-kind work at 1 Baltimore Street.

One Section 106 Review was processed for infrastructure improvements in the 100 block of Cumberland Street.

DHCD staff conducted site visits on June 27th related to the 2018 Community Legacy applications as well as the Strategic Demolition Fund application that were submitted on May 9th with multiple requests for funding for projects that included the Central Business District Accessibility Project, Accessibility Improvements for the Gordon Roberts House, Allegany College of Maryland Campus Improvements, Allegany Museum Facility Improvements, and YMCA (Kelly Road) Facility Improvements. Announcements regarding recommendations for funding is expected in September.

The 2018 Strategic Demolition Fund application was submitted for a request of \$200,000 for the Cumberland Housing Blight Removal and Redevelopment Project.

Ann Schenning from HUD's Baltimore office conducted a three year interval monitoring of the Community Block Grant Program on June 28th and June 29th. Although our office has not yet received a written confirmation letter, her verbal assessment was that the program was being administered very well and did not have any "findings".

Routine grant administration reports were submitted to the Department of Housing and Community Development.

Comptroller's Office

June 2018

Cash Flow:

On June 1, 2018 the City had a cash balance of \$1.1 million. Receipts exceeded disbursements by \$2.0 million in June leaving the City with a cash balance of \$3.1 million at June 30, 2018. In addition, the City had an investment balance of \$11.1 million.

As of June 30, 2018, the significant tax receivable balances were as reflected in the table below. The balances prior to FY 2016 are comprised mainly of unpaid personal property taxes. A significant portion of the unpaid personal property taxes were determined to be uncollectible due to bankruptcies, insolvencies and/or inability to locate owners. Mayor and City Council adopted an order in July to abate \$190,000 in personal property taxes.

Taxes receivable (General Fund)					\$ 1,566,115
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	\$ 987,112	\$ -	\$ 60,952	\$ -	\$ 926,160
FY 2017	344,708	-	13,151	-	331,557
FY 2016	43,412	-	1,974	-	41,438
FY 2015	43,999	-	559	-	43,440
FY 2014	24,442	-	-	-	24,442
FY 2013	24,521	-	-	-	24,521
FY 2012	27,283	-	-	-	27,283
FY 2011	46,148	-	-	-	46,148
Prior FY's	101,126	-	-	-	101,126
	<u>\$ 1,642,751</u>	<u>\$ -</u>	<u>\$ 76,636</u>	<u>\$ -</u>	<u>\$ 1,566,115</u>

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

Real property (non-owner occupied)	\$ 500,728
Non-Corp Personal Property	5,003
Corporate Personal Property	62,203
Real Property (semiannual payments)	358,226
Real Property (Half Year)	-
	<u>\$ 926,160</u>

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

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

Cash and Investment Summary

June 30, 2018

	Cash	Investments
Beginning Balance	\$ 1,133,164	\$ 12,610,966
Add:		
Cash Receipts	7,976,665	1,519,005
Investment Transfer	-	-
Less:		
Disbursements	5,971,295	-
Investment Transfer	-	3,000,000
Ending Balance	\$ 3,138,534	\$ 11,129,971
Restricted	\$ 309,263	\$ 1,110,876

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

Restricted Cash

	6/1/2018	Increase	Utilization	6/30/2018
Police Seizures	\$ 124,894	\$ 12	\$ 3,419	\$ 121,487
Bowers Trust	52,502	-	20,308	32,194
Restricted Lenders	106,341	-	-	106,341
Other	49,241	-	-	49,241
	\$ 332,978	\$ 12	\$ 23,727	\$ 309,263

Restricted Investments

	6/1/2018	Increase	Utilization	6/30/2018
DDC	\$ 6,705	\$ 10	\$ -	\$ 6,715
GOB 2013	1,102,500	1,661	-	1,104,161
	\$ 1,109,205	\$ 1,671	\$ -	\$ 1,110,876

Other restricted cash in includes demolition bond deposits held and solicited donations for the Al Albrams Field, a Joe Maphis statute and for a P&R Sound Garden at Constitution Park community projects. Bowers' Trust funds of \$20,000 was utilized in June for Albrams Field improvements.

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

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs and projects. There have been no recent draws but the paving and road repair season will be utilized in FY 2019.

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	6/1/2018	Utilization	6/30/2018
CDA 2014	\$ 870,921	\$ (70,144)	\$ 800,777
CDA 2015	2,238,278	(164,507)	2,073,771
CDA 2017	610,601	(94,780)	515,821
	\$ 3,719,801	\$ (329,431)	\$ 3,390,370

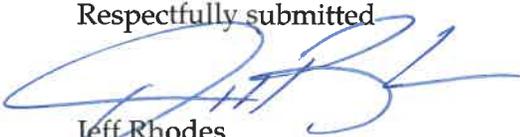
CSO Projects Debt Draws

	6/1/2018	Utilization	6/30/2018
Evitts Creek Debt	\$ 138,922	\$ 4,172	\$ 143,094
Evitts Creek Grant	-	-	-
WWTP Debt	635,136	126,475	761,611
WWTP Grant	4,445,952	885,319	5,331,271
	\$ 5,220,010	\$ 1,015,966	\$ 6,235,976

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund (\$1.44 million), Water Fund (\$183,000) and Sewer Fund (\$1.25 million) projects and are available to be drawn as required. The CDA 2017 bonds is to finance miscellaneous vehicles and equipment. During June CDA debt draws were as follows: The General Fund drew \$70,000 for street paving, \$114,000 for Fire Dept Communication gear, \$40,000 for garage doors and \$95,000 for vehicles. The Sewer Fund drew \$10,000 for building improvements.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During June we submitted draw requests for \$885,000 in BRF grants and \$126,319 in new debt on the WWTP CSO project. We drew \$4,000 of debt for the Evitts Creek CSO project activity in June.

Respectfully submitted



Jeff Rhodes
City Administrator



Regular Council Agenda
August 21, 2018

Description

Fire Department monthly report for July, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

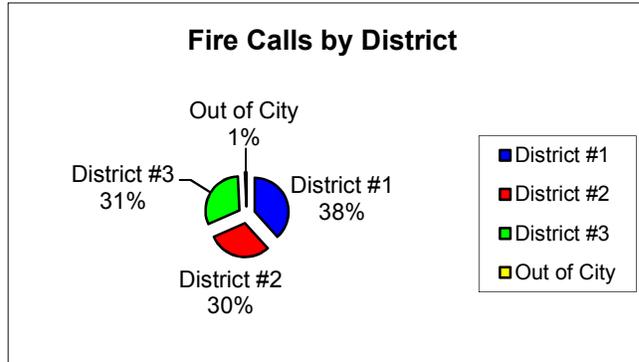
Value of Award (if applicable)

Source of Funding (if applicable)

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

Cumberland Fire Department Responded to 136 Fire Alarms:

Responses by District:	
District #1	52
District #2	41
District #3	42
Out of City	1
	<hr/>
	136



Number of Alarms:	
First Alarms Answered	135
Working Alarms Answered	1
	<hr/>
	136

Calls Listed Below:	
Property Use:	
Public Assembly	4
Institutional	4
Residential	67
Stores and Offices	9
Basic Industry, Utility	1
Special Properties	51
	<hr/>
	136

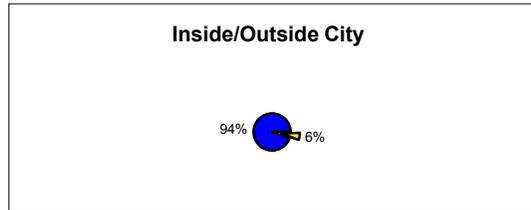
Type of Situation:	
Fire or Explosion	9
Overpressure, Rupture	1
Rescue Calls	52
Hazardous Conditions	14
Service Calls	14
Good Intent Calls	20
Severe Weather	4
False Calls	22
	<hr/>
	136

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in July:	\$910.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$910.00
Total Fire Service Fees for Fire Calls Paid in July:	\$1,270.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,270.00

Fire Service Fees for Inspections and Permits Billed in July:	\$50.00
Fire Service Fees for Inspections and Permits Paid in July:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$50.00

Cumberland Fire Department Responded to 426 Emergency Medical Calls:

In City Calls	400
Out of City Calls	<u>26</u>
Total	426



Total Ambulance Fees Billed by Medical Claim-Aid in July:	\$138,762.50
Ambulance Fees Billed Fiscal Year to Date:	\$53,884.50
Ambulance Fees Paid:	
Revenue received in July 2018:	\$95,196.87
FY2019 Ambulance Fees Paid in FY2019:	\$0.00
Total Ambulance Fees Paid in FY2019:	\$95,196.87
(Includes all ambulance fees, previous and current fiscal years, p in FY2019)	

Cumberland Fire Department Provided 9 Paramedic Assist Calls:

0 Paramedic assist calls within Allegany County	
<u>9 Paramedic assist calls outside of Allegany County</u>	
9	

Fort Ashby, WV VFD	2
Ridgeley, WV VFD	3
Short Gap, WV VFD	3
Wiley Ford, WV VFD	<u>1</u>
	9

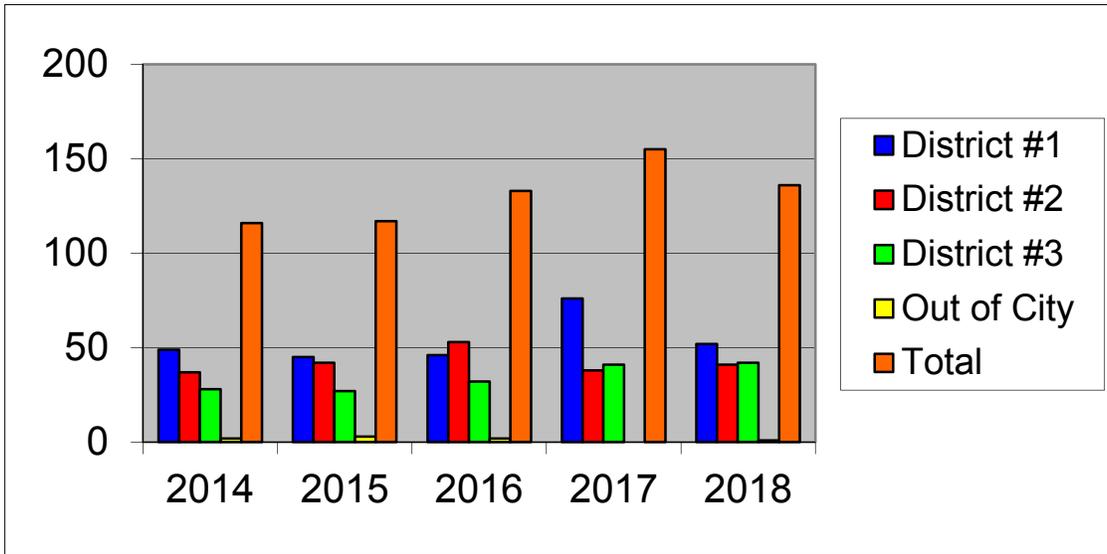
Cumberland Fire Department Provided 17 Paramedic Assist Calls:

15 Mutual Aid calls within Allegany County	
<u>2 Mutual Aid calls outside of Allegany County</u>	
17	

Bowman's Addition VFD	6
Cresaptown VFD	7
Flintstone VFD	<u>2</u>
	15
Ridgeley, WV VFD	<u>2</u>
	2

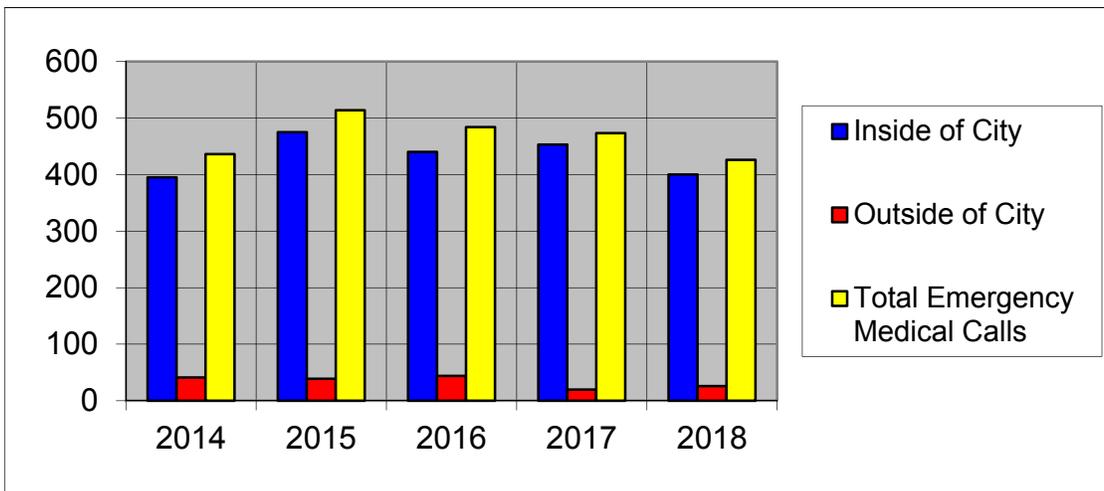
Fire Calls in the Month of July for a Five-Year Period

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
District #1	49	45	46	76	52
District #2	37	42	53	38	41
District #3	28	27	32	41	42
Out of City	<u>2</u>	<u>3</u>	<u>2</u>	<u>0</u>	<u>1</u>
Total	116	117	133	155	136



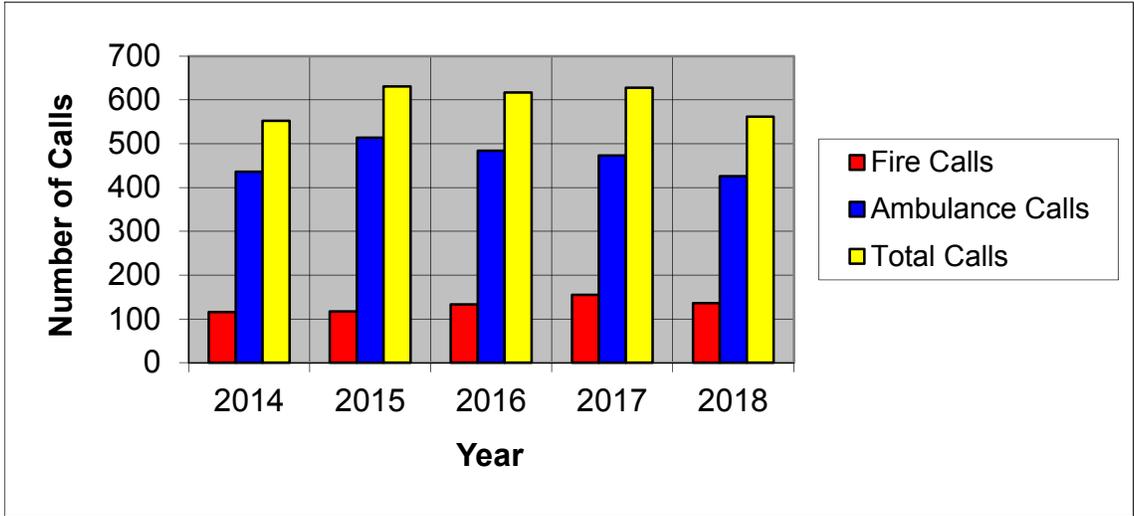
Ambulance Calls in the Month of July for a Five-Year Period

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Inside of City	395	475	440	453	400
Outside of City	<u>41</u>	<u>39</u>	<u>44</u>	<u>20</u>	<u>26</u>
Total Emergency Medical Calls	436	514	484	473	426



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

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Fire Calls	116	117	133	155	136
Ambulance Calls	436	514	484	473	426
Total Calls	552	631	617	628	562



Training

Training Man Hours:		410.50
Risk Management	2.00	
Hose Operations	24.00	
Apparatus Check Procedures	22.00	
In-Service Inspections	30.00	
Emergency Vehicle Operations	104.00	
Emergency Medical Services	24.00	
Fire Behavior	4.00	
Firefighter II Course	80.00	
Fundamentals of Fire Suppression	22.00	
Hose Lines	16.50	
Haz-Mat Awareness and Operations	48.00	
May Day Procedure	12.00	
Physical Fitness	22.00	
	<u>410.50</u>	

Fire Prevention Bureau

Complaints Received	1
Conferences Held	58
Correspondence	15
Inspections Performed	9
Investigations Conducted	6
Plan Reviews	3



Regular Council Agenda
August 21, 2018

Description

Police Department monthly report for July, 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

July 2018



City of Cumberland Department of Police

Monthly Report

July 2018

Part 1 Crimes for the Month

	2017		2018		2017		2018		2017		2018	
Aggravated Assaults	7	11	B & E (All)	20	26	Murder	0	0	Rape	1	1	
Robbery	6	3	Theft - Felony	7	1	Theft - Vehicle	2	5				

Selected Criminal Complaints for the Month

	2017		2018		2017		2018		2017		2018	
Theft - Misdemeanor	36	20	Theft - Petty	48	38	Domestic Assaults	37	41	CDS	77	65	
Disturbances	211	170	DOP/Vandalism	34	30	Indecent Exposure	2	2	Sex Off - Other	6	3	
Suicide	0	0	Suicide - Attmpt.	2	2	Tampering M/V	0	0	Abuse - Child	1	1	
Trespassing	19	22	Assault on Police	1	0	Assault Other	59	34				

Selected Miscellaneous Incidents for the Month

	2017		2018		2017		2018		2017		2018	
Alcohol Volitions	5	4	Juvenile Compl.	22	17	Missing Persons	14	3	School Resource	0	0	
School Threat	0	0	Sex Off. Regist.	13	14	Truancy	0	0	Death Investigation	6	8	

Selected Traffic Incidents for the Month

	2017		2018		2017		2018		2017		2018	
DWI	9	14	Hit & Run	25	35	M/V Crash	56	75	Traffic Stop	461	429	

Selected Service Calls for the Month

	2017		2018		2017		2018		2017		2018	
Alarms	59	69	Assist Motorist	29	36	Check Well-Being	148	110	Foot Patrol	46	49	
Assist Other Agency	77	64	Bike Patrol	7	0	Special Events	6	8	Suspicious Activity	70	99	

Arrests Totals for the Month

	2017		2018		2017		2018		2017		2018	
M/V Citations	63	66	M/V Warnings	396	345	Adult Arrests	211	173	Juvenile Arrests	8	14	

Total Incidents Reported : **2017** **2018**
2,381 **2,290**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JULY 2018

SWORN PERSONNEL: 45 SWORN OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	1 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1132 HOURS

YEAR TO DATE (beginning 7/1/18): 1132 HOURS

COMP TIME USED: 112 HOURS

YEAR TO DATE (beginning 7/1/18): 112 HOURS

SICK TIME USED: 262 HOURS

YEAR TO DATE (beginning 7/1/18): 262 HOURS

OVERTIME REPORT

OVERTIME WORKED: 678 HOURS

YEAR TO DATE (beginning 7/1/18): 678 HOURS

HOSPITAL SECURITY: 95 HOURS

YEAR TO DATE (beginning 7/1/18): 95 HOURS

COURT TIME WORKED: 136 HOURS

YEAR TO DATE (beginning 7/1/18): 136 HOURS

TRAINING REPORT

75 OFFICERS ATTENDED 23 TRAINING SESSIONS FOR A TOTAL OF 1,329 HOURS



Regular Council Agenda
August 21, 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
August 21, 2018

Description

Order authorizing execution of a Certificate of Satisfaction acknowledging that the indebtedness on a Deed of Trust (Book 1455, Page 224) owed by Stephen Terry Bachman and Jerri Dell has been fully paid and satisfied

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
August 21, 2018

Description

Order authorizing the Chief of Police to accept a GOCCP Maryland Criminal Intelligence Network (MCIN) grant for FY19 in the amount of \$286,404.00 for personnel, equipment and overtime costs associated with our focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies.

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: August 21, 2018

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant entitled "Maryland Criminal Intelligence Network (MCIN)" for FY19 in the amount of Two Hundred Eighty-six Thousand, Four Hundred Four Dollars and No Cents (\$286,404.00) for the period 7/1/18 – 6/30/19 to provide overtime support, contractual services and equipment to assist in identifying, disrupting and dismantling gangs and violent networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises.

Brian K. Grim, Mayor

Grant: MDSS-2019-0019



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

August 07, 2018

Chief Charles H Hinnant
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: MDSS-2019-0019

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Maryland Criminal Intelligence Network MCIN**", in the amount of \$286,404.00 has received approval under the Maryland Safe Streets program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's MCIN program helps reduce existing gaps in services and foster collaboration and cooperation among partner agencies and stakeholders. The program focuses on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies. Program funds provide for contractual services, personnel, equipment and other.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are located online, at www.goccp.maryland.gov. The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and upload it in the Grants Management System within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Grant Award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this Grant Award, please contact **Jones, Quentin**, your Regional Monitor, or **Quinn, Laura**, Fiscal Specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.
Executive Director

cc: Mr. David A Goad



8/7/2018

Governor's Office of Crime Control and Prevention



Control Number:

35843

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Quinn, Laura

Grant Award & Acceptance Form

Grant Award Number:	MDSS-2019-0019	
Sub-recipient:	Cumberland Police Department	
Project Title:	Maryland Criminal Intelligence Network MCIN	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2018 - 06/30/2019	CFDA: State

Funding Summary	Grant Funds	100.0 %	\$286,404.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$286,404.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Maryland Safe Streets

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Quinn, Laura

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	MDSS-2019-0019	
Sub-recipient:	Cumberland Police Department	
Project Title:	Maryland Criminal Intelligence Network MCIN	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2018 - 06/30/2019	CFDA: State

Funding Summary	Grant Funds	100.0 %	\$286,404.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$286,404.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Cumberland PD Officers	Fringe	Grant Funds	\$4,350.00
Cumberland PD Officers	Overtime	Grant Funds	\$33,060.00
Personnel Total:			\$37,410.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allegany County Sheriff's Office - Fringe	Grant Funds	0	\$0.00	\$2,900.00
Allegany County Sheriff's Office - Overtime	Grant Funds	512.56	\$43.00	\$22,040.00
Crime Analyst - Jason Mellot - Fringe	Grant Funds	0	\$0.00	\$10,123.00
Crime Analyst - Jason Mellot - Salary	Grant Funds	0	\$0.00	\$50,000.00
Maryland State Police - Fringe	Grant Funds	0	\$0.00	\$2,900.00
Maryland State Police - Overtime	Grant Funds	367.33	\$60.00	\$22,040.00
MCIN Coordinator - David Goad - Fringe	Grant Funds	0	\$0.00	\$3,825.00
MCIN Coordinator- David Goad - Salary	Grant Funds	2404	\$20.80	\$50,000.00
SAO Data Entry Specialist - Fringe	Grant Funds	0	\$0.00	\$1,161.00
SAO Data Entry Specialist - Salary	Grant Funds	1325.4	\$15.00	\$19,881.00
SAO Investigator- Charles Goldstrom - Salary	Grant Funds	0	\$0.00	\$50,000.00
Contractual Services Total:				\$234,870.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Acer 24" LCD Monitor	Grant Funds	1	\$130.00	\$130.00
Custom Built PC Upgrades	Grant Funds	3	\$1,500.00	\$4,500.00
Lenovo Think Pad Laptop	Grant Funds	1	\$2,300.00	\$2,300.00
Equipment Total:				\$6,930.00



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Quinn, Laura

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	MDSS-2019-0019	
Sub-recipient:	Cumberland Police Department	
Project Title:	Maryland Criminal Intelligence Network MCIN	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2018 - 06/30/2019	CFDA: State

Funding Summary	Grant Funds	100.0 %	\$286,404.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$286,404.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
ArcGIS Mapping Software	Grant Funds	1	\$400.00	\$400.00
Cellebrite License Renewal	Grant Funds	1	\$3,700.00	\$3,700.00
MSAB XRY License Renewal	Grant Funds	1	\$3,094.00	\$3,094.00
Other Total:				\$7,194.00

Approved: 

 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 8/7/2018



Regular Council Agenda
August 21, 2018

Description

Order abating 2018-2019 real estate taxes for City-owned properties with cell towers located on them at Bishop Walsh Road, Eleanor Terrace, and Seneca Avenue

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: August 21, 2018

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

THAT, the City Comptroller be and is hereby authorized to abate 2018-2019 taxes for the following City-owned properties:

Tax Year 2018-2019	Acct No. 06-050301	Bishop Walsh Road	\$8,272.58
Tax Year 2018-2019	Acct No. 06-011853	Eleanor Terrace	\$1,669.42
Tax Year 2018-2019	Acct No. 06-046908	Seneca Avenue	\$1,854.13

Mayor Brian K. Grim

(Cellular tower locations)



Regular Council Agenda
August 21, 2018

Description

Order authorizing payment to CBIZ Insurance Services for FY19 insurance coverage for Public Officials Liability, Law Enforcement Liability, Employees Dishonesty Bond, and Risk Management Services in the total amount of \$87,945

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: August 21, 2018

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

THAT, payment to CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502 for FY19 insurance coverages to be effective July 1, 2018 – June 30, 2019 be and is hereby accepted, as follows:

Risk Management Fee (CBIZ).....	\$ 32,500.00
Employee Dishonesty Bond (Hartford Insurance).....	861.00
Public Officials Liability (ACE American Insurance)	17,268.00
Law Enforcement Liability (Indian Harbor)	37,316.00
Total	<u>\$ 87,945.00</u>

Mayor Brian K. Grim

CBIZ Insurance Services, Inc.
 44 Baltimore Street * - * Cumberland, MD 21502

----- INVOICE -----

Mayor & City Council Of Cumberland
 57 N Lberty Street; P.O. Box 1702
 City Hall
 Cumberland, MD 21502

Invoice Date 06/20/18
Invoice No. 434004
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*515989

Named Insured: City of Cumberland

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/18	07/01/18 to 07/01/19	Indian Harbor Insurance Co. Policy No. BINDER1136643 *Renewal - Professional Liability	37,166.00
		Policy Fee - Professional Liability	150.00
		Law Enforcement Liability	
		Invoice Number: 434004 Amount Due:	37,316.00

JUN 25 '18 PM 12:30

*Premiums Due and Payable on Effective Date



Regular Council Agenda
August 21, 2018

Description

Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$8,000, providing Domestic Violence Response Team (DVRT) accompaniment and follow-ups.

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: August 21, 2018

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Cumberland Police Department and the Family Crisis Resource Center, Inc. (FCRC) for law enforcement services pertaining to the accompaniment of victims of domestic violence within one week of the incident, for the period October 1, 2018 through September 30, 2019; and

BE IT FURTHER ORDERED, that FCRC agrees to reimburse the City of Cumberland for services rendered in the amount not to exceed Eight Thousand Dollars and No Cents (\$8,000).

Brian K. Grim, Mayor



Regular Council Agenda
August 21, 2018

Description

Order accepting the proposal from LGIT to provide FY19 Properties Insurance coverage, general liability insurance for two parking garages, and boiler and machinery coverage in the total amount of \$137,807

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Funding: Department-wide distribution

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. _____

DATE: August 21, 2018

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

THAT, the proposal from Local Government Insurance Trust (LGIT), 7225 Parkway Drive, Hanover, MD 21076, to provide FY19 insurance coverages to be effective July 1, 2018 – June 30, 2019 be and is hereby accepted, as follows:

Property Coverage	\$ 132,550.00
General Liability for Parking Garages	349.00
Boiler and Machinery	4,932.00
Total	\$ <u>137,807.00</u>

Mayor Brian K. Grim



7225 Parkway Drive, Hanover, MD 21076 • www.lgit.org
TEL 443.561.1700 • MD 800.673.8231 • FAX 443.561.1701

BILL TO: City of Cumberland
Ms. Marjorie Woodring
Assistant City Manager
57 North Liberty St.
Cumberland, MD 21501

REMIT TO: Local Govt. Insurance Trust
7225 Parkway Drive
Hanover MD 21076

INVOICE DATE: 7/1/2018
INVOICE #: 116465

DUE DATE: 7/31/2018
CUSTOMER #: 232500

ISSUE DATE OF COVERAGE: 7/1/2018

EXP. DATE OF COVERAGE: 7/1/2019

*****FY2019 INVOICE*****

DESCRIPTION	CHARGES
Property	132,550.00
General Liability	349.00
Boiler and Machinery	4,932.00
Subtotal:	\$137,831.00
Less FY19 Credits:	
Rate Stabilization Credit	(24.00)
Total:	\$137,807.00

The following discounts have already been applied to this invoice:

Longevity discount amount applied to primary liability products	12
Membership discount amount applied to primary liability products	12
CALEA discount amount applied to Police Legal Liability product	0
Boiler and Machinery discount amount applied with a \$10,000 deductible	4,935
Excess Liability discount amount applied for free 1st \$1 million layer	0
Total:	\$4,959

**AN ELECTRONIC VERSION OF THIS INVOICE INCLUDING SUPPORTING DOCUMENTS
IS AVAILABLE FROM DOCUMENTS IN THE MEMBER PORTAL**



Regular Council Agenda
August 21, 2018

Description

Order authorizing execution of an Easement Agreement with Allegany College of Maryland relative to the City's construction and maintenance of a water line and appurtenances through property owned by the College

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: August 21, 2018

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

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between Allegany College of Maryland (formerly Allegany Community College) and the Mayor and City Council of Cumberland relative to the City's construction and maintenance of a water line and appurtenances through property owned by Allegany College.

Mayor Brian K. Grim

THIS EASEMENT AGREEMENT, made this _____ day of August, 2018, by and between **ALLEGANY COLLEGE OF MARYLAND (FORMERLY ALLEGANY COMMUNITY COLLEGE)**, a public body, party of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a municipal corporation of the State of Maryland, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part is the owner of the real property and the improvements thereon described in the deed from Willard J. Moore and Jean Alma Moore to Allegany Community College dated December 28, 1967 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 415, folio 147 and the deed from John H. Ruppert and Mary Ruppert to Allegany Community College dated December 28, 1967 and recorded among the aforesaid Land Records, in Deed Liber 415, folio 152, which real property and improvements are hereinafter referred to collectively as the "Property";

WHEREAS, the party of the second part desires to construct and maintain a water line or lines and appurtenances thereto across and through the Property, and the party of the first part has agreed to grant such rights to the party of the second part.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) paid by the party of the second part unto the party of the first part and other good and valuable considerations which are described herein, the receipt and sufficiency of which is hereby acknowledged, the party of the first part does hereby grant, give and convey unto the party of the second part, its successors and assigns, the right to:

1. In perpetuity, lay, construct, operate, maintain, repair, replace, alter the size, upgrade, remove, relocate or abandon in place a water line or lines and

appurtenances thereto across and through the Property, said water line(s) and appurtenances to be constructed and laid within the easement which is shown and designated on the attached plat as the "20' Easement for Waterline" (hereinafter referred to as the "Permanent Utility Easement"), which said Permanent Utility Easement is twenty (20) feet in width, ten (10) feet of which is located on each side of the center line;

2. A temporary construction easement (hereinafter referred to as the "Temporary Construction Easement") for the purpose of enabling the party of the second part to initially construct the water line(s) and appurtenances thereto and to later maintain, repair, replace, alter the size, upgrade, remove or relocate the water line or lines, and to conduct all activities permitted hereunder or as an incident hereto.
3. Perform pre-construction work;
4. Ingress, egress and regress to and from the Permanent Utility Easement and Temporary Construction Easement by means of existing or future roads and other reasonable routes on and through the Property and the party of the first part's adjoining lands; and
5. Exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, but not limited to, from time to time and subject to the terms of the party of the second part's Tree Care Plan dated December 2015 ("Tree Care Plan"): (a) clearing all structures, improvements, trees, shrubbery,

unapproved utility installations or any other obstruction of any kind from the Permanent Utility Easement and Temporary Construction Easement; and (b) clearing, cutting, trimming and removing any and all vegetation, trees, brush and overhanging branches from the Permanent Utility Easement and Temporary Construction Easement.

The party of the second part agrees that upon the completion of the construction conducted in the area of the Permanent Utility Easement and the Temporary Construction Easement, whether upon the completion of the installation of the water line(s) and appurtenances or the completion of construction conducted thereafter, it shall remove all construction debris it brought to the Property and shall cause the ground to be contoured to flow and match with the surrounding area. It shall also restore all sidewalks, curbs, driveways, walls and appurtenances to condition that are substantially the same as the preconstruction conditions of the same, to the extent practicable.

The party of the second part shall comply with tree preservation measures as set forth in the Tree Care Plan during the course of construction activities; provided, however, that it shall have the right to relocate the water line(s) and appurtenances in order to comply with the Tree Care Plan. In the event of relocation, the party of the second part will provide the party of the first part with a new plat showing the relocated facilities. Notwithstanding the provisions of this paragraph, it is agreed that any trees, saplings, bushes and shrubs, which are now or in the future are located within the Permanent Utility Easement or Temporary Construction Easement, shall be removed and that

relocation of those easements shall not be required as an alternative to the removal of the said vegetation.

It is further agreed by the party of the first part, for itself, its successors and assigns, that (i) no buildings or structures shall be erected on the Permanent Utility Easement and (ii) it shall not change the depth of cover in the Permanent Utility Easement, conduct grading operations within the Permanent Utility Easement or operate heavy machinery or equipment therein except upon the written consent of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and their seals hereunto affixed, all on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____ (SEAL)
Brian K. Grim, Mayor

ALLEGANY COLLEGE OF MARYLAND

By: _____ (SEAL)
Cynthia Bambara, President

By: _____ (SEAL)
Kim Leonard, President, Allegany College
of Maryland Board of Trustees

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO WIT:**

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

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO WIT:**

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Cynthia Bambara**, known and/or satisfactorily identified to me, the President of Allegany College of Maryland, a public body, and acknowledged the foregoing instrument to be the act and deed of the said public body and, at the same time, made oath that she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO WIT:**

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kim Leonard**, known and/or satisfactorily identified to me, the President of the Allegany College of Maryland Board of Trustees, and acknowledged the foregoing instrument to be the act and deed of the said Allegany College of Maryland Board of Trustees and, at the same time, made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

The undersigned hereby certifies that this instrument was prepared by or under the supervision the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

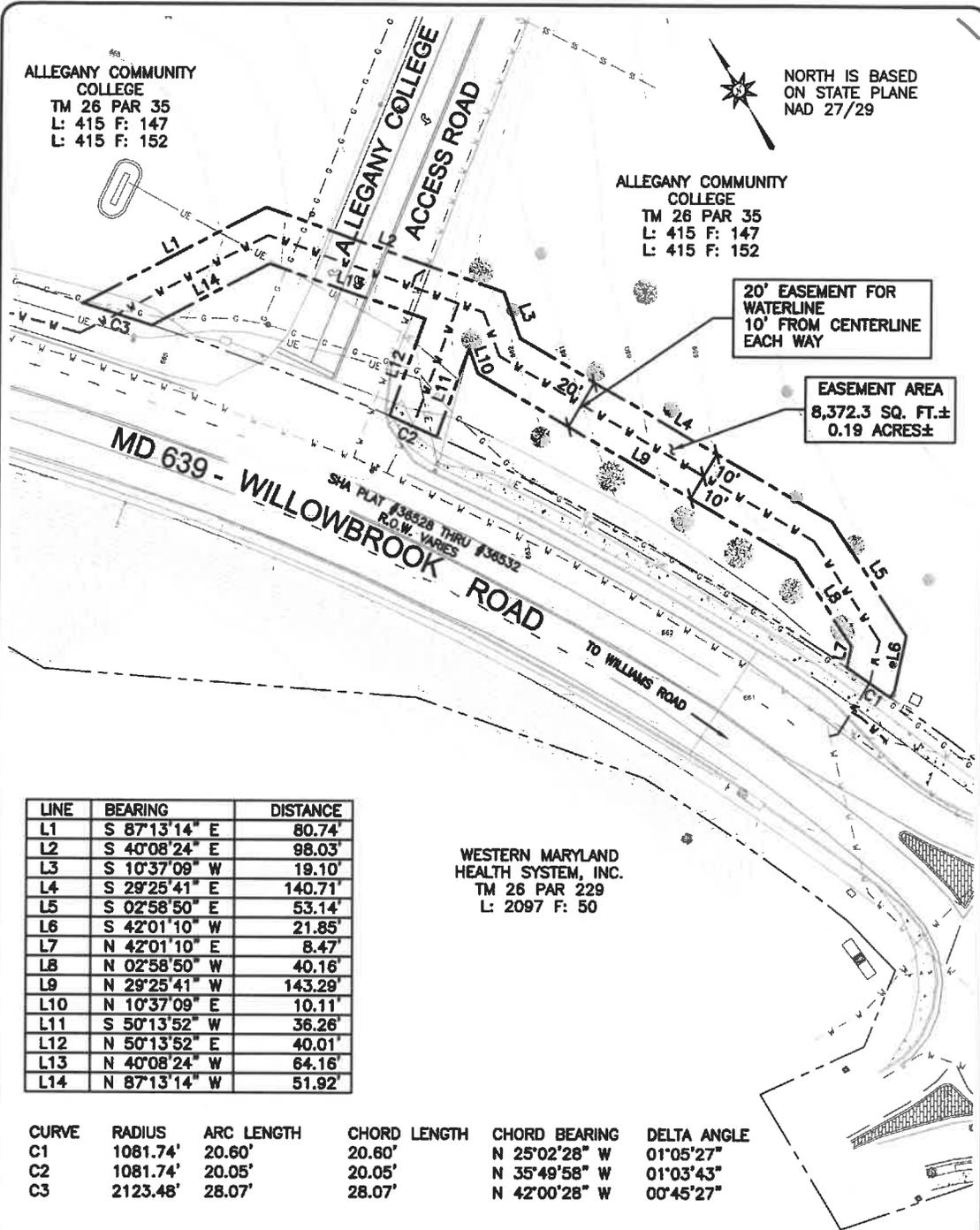
ALLEGANY COMMUNITY COLLEGE
 TM 26 PAR 35
 L: 415 F: 147
 L: 415 F: 152

NORTH IS BASED ON STATE PLANE NAD 27/29

ALLEGANY COMMUNITY COLLEGE
 TM 26 PAR 35
 L: 415 F: 147
 L: 415 F: 152

20' EASEMENT FOR WATERLINE
 10' FROM CENTERLINE EACH WAY

EASEMENT AREA
 8,372.3 SQ. FT.±
 0.19 ACRES±



LINE	BEARING	DISTANCE
L1	S 87°13'14" E	80.74'
L2	S 40°08'24" E	98.03'
L3	S 10°37'09" W	19.10'
L4	S 29°25'41" E	140.71'
L5	S 02°58'50" E	53.14'
L6	S 42°01'10" W	21.85'
L7	N 42°01'10" E	8.47'
L8	N 02°58'50" W	40.16'
L9	N 29°25'41" W	143.29'
L10	N 10°37'09" E	10.11'
L11	S 50°13'52" W	36.26'
L12	N 50°13'52" E	40.01'
L13	N 40°08'24" W	64.16'
L14	N 87°13'14" W	51.92'

WESTERN MARYLAND HEALTH SYSTEM, INC.
 TM 26 PAR 229
 L: 2097 F: 50

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1081.74'	20.60'	20.60'	N 25°02'28" W	01°05'27"
C2	1081.74'	20.05'	20.05'	N 35°49'58" W	01°03'43"
C3	2123.48'	28.07'	28.07'	N 42°00'28" W	00°45'27"

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT, IN AUGUST, 2018 A SURVEY OF THE TRACT SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE FIELD NOTES AND COMPUTATIONS OF SAID SURVEY. I FURTHER CERTIFY THIS PLAT TO BE COMPLETE AND ACCURATE.

RAYMOND C. RASE
 PROFESSIONAL LAND SURVEYOR
 MD REG. NO. 21669

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE 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. 21669, EXPIRATION DATE: MAY 23, 2020.



EASEMENT PLAT

PREPARED FOR: CITY OF CUMBERLAND
 57 N. LIBERTY STREET
 CUMBERLAND, MD 21502
 PHONE: (301) 759-6600

PREMISES ADDRESS:
 12401 WILLOWBROOK ROAD
 CUMBERLAND, MD 21502

SPECS

105 South Centre Street
 Tele.No.: (301) 777-2510
 Job No.: 4924
 CADD FILE: 4924base.dwg

SURVEYING & PROFESSIONAL ENGINEERING CONSULTING SERVICES, INCORPORATED

Cumberland, Maryland 21502
 Fax No. (301)-777-8419
 Date: AUGUST 06, 2018
 Scale: 1"=50' Drawn By: CLW



Regular Council Agenda
August 21, 2018

Description

Order authorizing execution of an Interim Agreement Regarding Cumberland Street Bridge and Traffic Restoration Structure with CSX Transportation, Inc.

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: August 21, 2018

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

THAT, the Mayor be and is hereby authorized to execute an Interim Agreement Regarding Cumberland Street Bridge and Traffic Restoration Structure by and between CSX Transportation, Inc. (CSXT) and the Mayor and City Council of Cumberland.

Mayor Brian K. Grim

**INTERIM AGREEMENT REGARDING CUMBERLAND STREET
BRIDGE AND TRAFFIC RESTORATION STRUCTURE**

THIS INTERIM AGREEMENT REGARDING CUMBERLAND STREET BRIDGE AND TRAFFIC RESTORATION STRUCTURE (“Agreement”) is made as of _____, 2018, by and between **CSX Transportation, Inc.** (“CSXT”), a Virginia corporation, and the Mayor and City Council of Cumberland, Maryland (the “City”), a Maryland municipal corporation.

RECITALS

WHEREAS, CSXT and the City have been engaging in good faith discussions regarding the status and future plans for the bridges passing over CSXT’s railroad tracks on Washington Street, Fayette Street and Cumberland Street in the City of Cumberland, Maryland (hereinafter referred to as the “Three Bridges”); and

WHEREAS, CSXT and the City in the course of such discussions were engaged in negotiations relative to various issues concerning the Three Bridges, including but not limited to, the ownership, maintenance, repair, reconstruction and replacement thereof and funding therefor, and who will be responsible for future maintenance, repair and/or replacement. Matters relative to raising the height of the Greene Street Bridge located in the City of Cumberland, Maryland, were also addressed in these negotiations. The parties wish to continue their discussions with the goal of reaching a global agreement (hereinafter referred to as the “Global Agreement”) that will resolve all of these issues;

WHEREAS, the City desires to rebuild at least one of the Three Bridges as soon as possible in order to restore a permanent east-west travel route in the City of Cumberland;

WHEREAS, the City has access to federal funding for the replacement of the Cumberland Street Bridge. In order to secure the funding, the City will need to assume full ownership of that bridge and the bridge will need to be built in accordance with federal and other applicable standards;

WHEREAS, it is understood that the process of rebuilding the Cumberland Street Bridge is estimated to take several years. The parties agree to continue discussions and efforts toward commencement of the repair or replacement of the Cumberland Street Bridge, pursuant and subject to the terms of this Agreement;

WHEREAS, the replacement of the Cumberland Street Bridge will not address the City’s desire to restore an additional east-west travel route. In furtherance of addressing that issue, the parties are entering into this Agreement to further explore options for expedient restoration of traffic via a new bridge structure (the “Traffic Restoration Structure”) as a means to meet the City’s objective; and

WHEREAS, it is the purpose of this Agreement to provide for the terms and conditions upon which the parties will proceed in regard to the foregoing matters.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as it is the parties' intention that they form a part of this Agreement.

2. **Cumberland Street Bridge.**

2.1. **Federal Funding.** The parties shall cooperate and use commercially reasonable efforts to secure federal funding for the replacement of the Cumberland Street Bridge ("Cumberland Street Bridge Funding"). It is understood that the Cumberland Street Bridge Funding will cover 80% of the costs associated with the replacement of that bridge. In addition to the other requirements hereunder, commencement of the replacement of the Cumberland Street Bridge shall be subject to the parties' agreement as to the funding of the remaining 20% of said costs.

2.2. **Ownership.** In order to assist the City with obtaining the Cumberland Street Bridge Funding, CSXT shall transfer all of its right, title and interest, if any, in and to the Cumberland Street Bridge to the City on an "as-is" basis and the City shall accept that transfer and assume full ownership of the Cumberland Street Bridge. The parties agree to cooperate in the drafting and execution of supplemental documentation reasonably required to effect the aforesaid conveyance, including, but not limited to, a quitclaim bill of sale (the "Bill of Sale").

2.3. **Matters Preliminary to Commencement of Construction.** The parties shall cooperate and use commercially reasonable efforts to timely undertake all tasks which are conditions precedent to the commencement of construction of the Cumberland Street Bridge, subject to and in accordance with the Construction Contract (as defined in Section 2.4 below) and such other ancillary agreements as may reasonably be required in connection therewith as may be entered into by the parties. Such tasks may include, but are not limited to, the engagement of professionals for the design of the bridge, the review and approval of that design, securing all permits and licenses necessary for design work, procurement, construction, scheduling of construction, obtaining/granting access to the underside of the bridge by design professionals, their subcontractors and bidders and permitting the design firm to perform soil borings and such other testing as needed to properly design of the bridge.

2.4. **Construction.** The parties intend for the construction of the replacement of the Cumberland Street Bridge to be accomplished pursuant to the terms of a separate Construction Agreement (the "Construction Agreement" and collectively with the Bill of Sale, the "Project Documents"). The commencement and completion of construction of the replacement of the Cumberland Street Bridge shall be in accordance with the terms of such

separate Construction Agreement, and such other ancillary agreements as may reasonably be required in connection therewith. The parties will use reasonable efforts to enter into any other required agreements with regard to the implementation and completion of the replacement of the Cumberland Street Bridge.

3. **Traffic Restoration Structure.** The parties shall cooperate and use commercially reasonable efforts to investigate feasible and available options, from an economic and engineering perspective, regarding the type of structure that would be installed as the Traffic Restoration Structure, where it will be installed and other matters pertaining to its installation. It is understood that once this matter is fully negotiated, the parties may consider executing another interim agreement relative to the payment for and construction, installation and ultimate removal (if applicable) of the Traffic Restoration Structure (the "Traffic Restoration Agreement"). The parties shall use commercially reasonable efforts to expedite and address all matters pertaining to the Traffic Restoration Structure, it being understood that the commencement of the school year will present additional transportation challenges for the City.

4. **Further Meetings.** The parties shall meet no less frequently than once monthly (in person or by telephone), unless otherwise agreed by the parties, until such time as a Global Agreement is reached or negotiations have failed to result in a Global Agreement. Meeting attendees shall include essential personnel from each of the parties as deemed reasonably necessary in the respective discretion of each party for each such meeting. Before a meeting is concluded, the next meeting shall be scheduled.

5. **Negotiations; Future Agreements.** The parties agree to use commercially reasonable efforts to negotiate definitive, formal agreements (including, without limitation, the Global Agreement, the Project Documents, and the Traffic Restoration Agreement) regarding the matters addressed in this Agreement; provided that (i) neither the City nor CSXT will be committed in any way with respect to the matters to be discussed by them, unless and until a formal agreement with respect thereto is executed by all parties; and (ii) each party agrees that neither party shall have any liability to the other based on any claim that a party failed to negotiate the terms of any such definitive agreements in good faith or based on any similar claim.

6. **No Waiver; No Admission.** Although the parties have agreed to work in good faith toward the negotiation of the terms of a Global Agreement, they understand that it is possible that the negotiations will not result in an agreement. In that regard, they enter into this Agreement without prejudice to or waiver of their legal rights and positions. Specifically, nothing in this Agreement shall be construed as or shall be an admission of ownership, liability, obligation, or wrongdoing by any party, in particular, but without limitation, in the event litigation is instituted relative to any of the matters addressed herein or any matters pertaining to the repair, maintenance or replacement of any or all of the Three Bridges. In the event litigation is instituted with respect to any such matters, the parties agree that the *status quo ante* shall apply (except that the Court shall not have the authority to revoke the transfer of the Cumberland Street Bridge if the transfer has already been effectuated pursuant to Section 2.2 herein). Notwithstanding anything to the contrary herein, CSXT reserves all of its available rights and remedies under federal law, including, without limitation, the Federal Railroad Safety Act

("FRSA") (49 U.S.C. § 20106), the Federal-Aid Highway Act (23 U.S.C. § 130), and Section 10501(b) of the Interstate Commerce Commission Termination Act ("ICCTA").

7. **Captions/Headings.** The captions and headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe its scope or intent, any provision hereof, or in any way affect its interpretation.

8. **Entire Agreement.** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.

9. **Waiver.** If either party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. **Severability.** The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Maryland, exclusive of its choice of law rules, and subject to and in accordance with all applicable federal laws, statutes, rules and regulations. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated exclusively in courts of competent jurisdiction encompassing Allegany County, Maryland, and the parties agree to submit to the personal jurisdiction of the District Court of Maryland and the Circuit Court for Allegany County, Maryland and waive any claims that either of such courts are independent forums.

12. **Binding Effect.** Subject to Section 5 and the other terms and conditions herein, this Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.

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

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

15. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Once said facsimile and/or other electronically transmitted signed

copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

16. **No Third-Party Beneficiaries.** Nothing herein is intended to or shall be construed to confer upon any person or entity other than the parties hereto and their successors or assigns, any right or remedies under or by reason of this Agreement.

17. **Authority.** Each party represents and warrants to the other that it has all the necessary power and authority to execute and deliver this Agreement.

18. **Expenses.** Each party will each bear its own expenses incident to the discussions regarding and the negotiation and consummation of the transactions proposed hereunder, it being understood that each shall bear the costs and fees of its legal advisors, accountants and other consultants, if any, and the costs incurred in performing its obligations under any definitive agreements with respect to such transactions and any documents entered into incident thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

WITNESS/ATTEST:

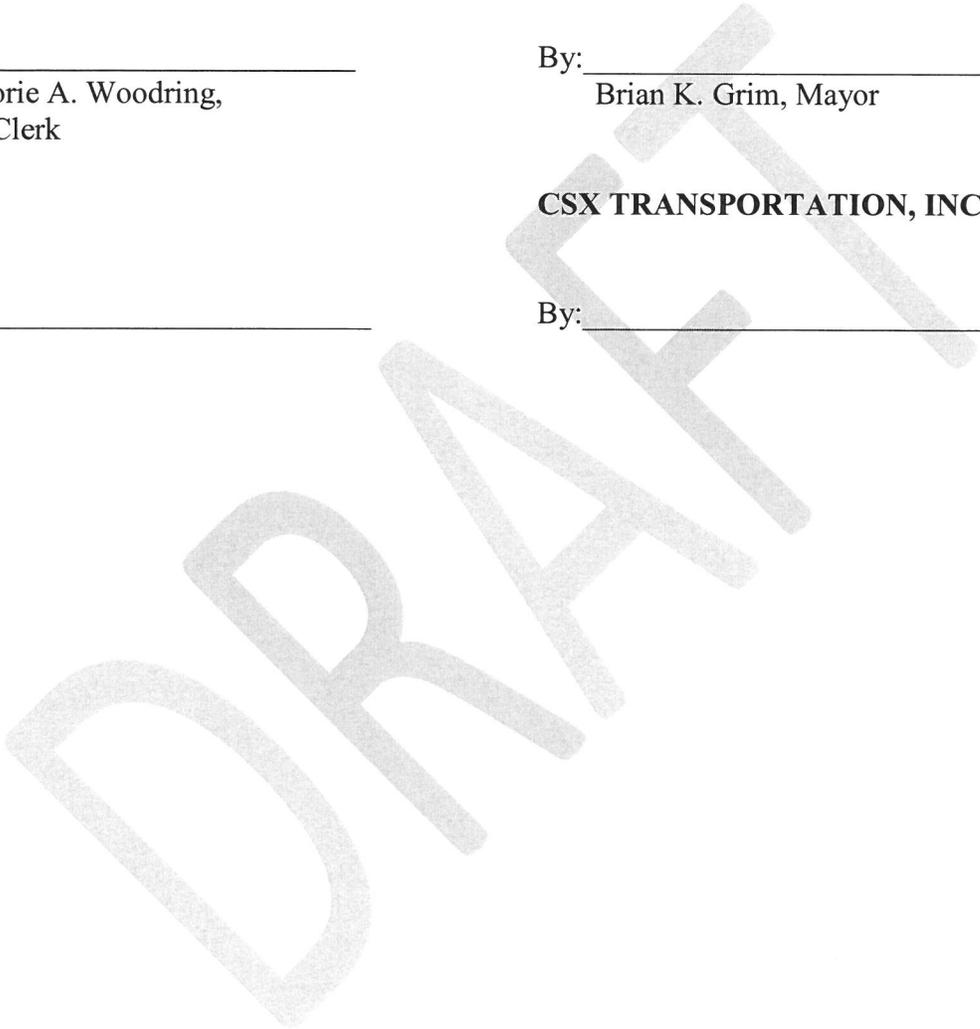
**MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

Marjorie A. Woodring,
City Clerk

By: _____
Brian K. Grim, Mayor

CSX TRANSPORTATION, INC.

By: _____





Regular Council Agenda
August 21, 2018

Description

Order authorizing execution of an Assignment of Mortgage to provide the City Solicitor the authority by which to initiate, prosecute, and complete a foreclosure action with respect to real property at 201-203 Baltimore Street (former Brunswick Hotel) and authorize the City Administrator to execute affidavits filed with respect to the foreclosure

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: August 21, 2018

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

THAT, the Mayor be and is hereby authorized to execute an Assignment of Mortgage between the Mayor and City Council of Cumberland (Assignor) and Michael Scott Cohen and Steven Andrew Trader (Assignees) to provide the Assignees the authority by which to initiate, prosecute and complete a foreclosure action with respect to real property located at 201-203 Baltimore Street (the former location of the Brunswick Hotel); and

BE IT FURTHER ORDERED, that the City Administrator is authorized to execute any affidavits that need to be filed on the City's behalf with respect to the foreclosure.

Mayor Brian K. Grim

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 21st day of August, 2018, between **Mayor and City Council of Cumberland** (hereinafter called "Assignor") and **Michael Scott Cohen and Steven Andrew Trader** (hereinafter called "Assignees").

RECITALS:

James L. McKenzie and Arlene S. McKenzie, executed a Purchase Money Mortgage dated September 30, 1996, and recorded among the Land Records of Allegany County, Maryland in Mortgage Liber 769, folio 104 (the "Mortgage") to First United National Bank & Trust to secure the payment of a mortgage debt in the original principal sum of \$115,000.00.

First United National Bank & Trust assigned its interest in the Mortgage and promissory note secured thereby to Assignor by an Assignment Without Recourse dated November 9, 2016 and intended to be recorded among the aforesaid Land Records prior to these presents.

Assignor, by this instrument pursuant to Rules 14-201, *et seq.*, of the Maryland Rules does hereby assign the Mortgage to the Assignees solely in order to exercise the power of sale contained therein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, conveys and sets over to Assignees all of its right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage which is now in default, and otherwise collecting all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignees, their heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under seal
the day and year first above written.

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____(SEAL)
Brian K. Grim, Mayor

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO-WIT:**

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

WITNESS, my hand and notarial seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing instrument was prepared by me and that I am an attorney duly admitted to practice in the courts of the State of Maryland.

Michael Scott Cohen



Regular Council Agenda
August 21, 2018

Description

Letter from Lieutenant Chuck Ternent asking Mayor and City Council to review and comment and to make public with opportunity for comments a FY19 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$13,015 to be used towards the purchase of software enhancements to be compatible with the new NIBRS (National Incident-Based Reporting System) standards

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

20 Bedford Street, Cumberland, Maryland 21502

Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov

Charles H. Hinnant
Chief of Police

August 10, 2018

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

Mayor and City Council:

The United States Bureau of Justice has recently made a grant award in the amount of \$13,015.00 available to the Cumberland Police Department and the Allegany County Sheriff's Office through the Edward Byrne Memorial Justice Assistance Grant Formula Program. The Bureau of Justice determines allocation amounts based on calculations using Uniform Crime Report statistics and population data. The purpose of this funding is to support local law enforcement programs.

As you are aware, every police agency currently does police statistical reporting via the Uniform Crime Reporting (UCR) system that is managed by the FBI. Recently, the Federal Government has created a new police reporting system called the National Incident-Based Reporting System or NIBRS. The Federal government has mandated that every police agency switch over to this new system by January 2021. This change will require our current police reporting system to be enhanced to meet these new NIBRS standards. Although the cost is not finalized, the Cumberland Police Department is requesting to use the \$13,015.00 in funding towards software enhancements to be compatible with these new NIBRS standards.

I invite Mayor Grim and each council member to comment on the above project and give their input. I would also request the above project be made public and an opportunity to comment be provided to the citizens of Cumberland at a public meeting. If you have any questions or would like to discuss the project, please contact Lt. Chuck Ternent at 301-759-6475 or chuck.ternent@cumberlandmd.gov.

Thank you for your consideration.



Lt. Chuck Ternent