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: July 17, 2018

I. Pledge of Allegiance

II. Roll Call

1. 6:15 p.m. - Meeting Called to Order

III. Statement of Closed Meeting

1. Summary Statement of Closed Meeting(s)

IV. Proclamations

1. Proclaiming Tuesday, August 7, 2018 as National Night Out in Cumberland

V. Certificates and Awards

1. Presentation of the 2018 Sue Cerutti Historic Preservation Award to Footer Building Development LLC for the rehabilitation of the Footer's Dye Works Building at 2 Howard Street
2. Presentation of the Let's Beautify Cumberland! Committee's Blue Ribbon Awards and Good Neighbor Awards

VI. Presentations

1. Presentation from Robert Smith, Senior Engineer, regarding the Traffic Study on the Seton Drive / Bishop Walsh Drive Intersection

VII. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for June, 2018
2. Engineering Division monthly report for June, 2018
3. Utilities Division monthly report for June, 2018

(B) Administrative Services

1. Administrative Services monthly report for May, 2018

(C) Fire

1. Fire Department monthly report for June, 2018

(D) Police

1. Police Department monthly report for June, 2018

VIII. Approval of Minutes

1. Approval of the Regular Session Minutes of May 1 and May 15, 2018

IX. New Business

(A) Orders (Consent Agenda)

1. Order authorizing the execution of Change Order No. 3 with Leonard S. Fiore, Inc. in the decreased amount of $92,409.94, to the current contract for City Project "CSO Storage Facility-Phase I" (01-10-WWTP)
2. Order authorizing the execution of a Memorandum of Understanding with MD State Highway Administration for the City's waterline replacement under the bridge on Route 51 to be included in SHA's current bridge improvements project; estimated fees to be paid by the City for replacement costs is $475,000
3. Order allowing for Special Taxing District tax exemptions for the 2018/2019 tax year for 50 & 52 N. Centre St. in the amount of $299.97; 43 & 45 N. Liberty St. in the amount of $199.27; and 45 N. Centre St. in the amount of $537.32
4. Order approving a Lease Agreement with The Manhattan Social to allow for outdoor dining in certain areas of the public right of way adjacent to 65-69 Baltimore Street for a one-year period beginning July 17, 2018, with the condition that the use of Area A is contingent upon final approval by the Fire Marshall
5. Order authorizing execution of a Lease Agreement with the Corner Tavern and Cafe LLC to allow for the use of the public right of way for outdoor dining in areas adjacent to 171 N. Centre Street for the period of one year beginning July 17, 2018
6. Order authorizing that the name of the Waste Water Treatment Plant be changed to the John J. DiFonzo Water Reclamation Facility effective this date
7. Order accepting the sole source proposal from Gwin, Dobson & Foreman to provide engineering services for the Optimization of the Cumberland WWTP Aeration System Project (23-18-WWTP) for a lump sum fee not to exceed $88,000, with funding to be provided through a grant from MD Department of the Environment
8. Order adopting a revised "Rules and Regulations for the Government of the Mayor and City Council of Cumberland" to amend Rule No. 22 pertaining to the use of Robert's Rules of Order
9. Order accepting the proposal of Michael's Janitorial to provide custodial services for the yearly amount of $94,166.40 and additional emergency services costs, for a two (2) year period with the option to renew for one (1) year
10. Order accepting the sole source proposal from Cochran Studios, Inc. to provide professional consulting services for the formulation of a streetscape design plan for the area of the Baltimore Street pedestrian mall for the price of $47,500 and authorizing the Mayor to execute a Firm Fixed Price Contract between Cochran, the DDC and the CEDC regarding this work, contingent upon there being no substantive changes to the contract

(B) Letters, Petitions

1. Letter from The Queen City Striders requesting approval of a Special Events Permit to hold portions of the 2018 Great Allegany Run on Saturday, October 6, 2016 in Cumberland. The Police, Fire, and Public Works Departments have expressed no concerns regarding approval of the event other than Police Department overtime.

X. Public Comments

All public comments are limited to 5 minutes per person

XI. Adjournment

Regular Council Agenda
July 17, 2018

Description
6:15 p.m. - Meeting Called to Order

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 17, 2018

Description
Summary Statement of Closed Meeting(s)

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 17, 2018

Description
Proclaiming Tuesday, August 7, 2018 as National Night Out in 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, *the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 7, 2018 entitled "National Night Out;" and*

WHEREAS, *the 35th annual "National Night Out" provides a unique opportunity for Cumberland to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and*

WHEREAS, *the City of Cumberland plays a vital role in assisting the Cumberland Police Department through joint crime, drug and violence prevention efforts in Cumberland and is supporting "National Night Out 2018" locally; and*

WHEREAS, *it is essential that all citizens of Cumberland be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Cumberland; and*

WHEREAS, *police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.*

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

do hereby proclaim Tuesday, August 7th, 2018 in Cumberland as

"National Night Out"

and do hereby call upon all citizens of Cumberland to join with the City of Cumberland, the Cumberland Police Department, and the National Association of Town Watch in supporting the "35th Annual National Night Out" on August 7th, 2018.

Given under our Hands and Seals this 17th day of July, 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
July 17, 2018

Description

Presentation of the 2018 Sue Cerutti Historic Preservation Award to Footer Building Development LLC for the rehabilitation of the Footer's Dye Works Building at 2 Howard Street

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 17, 2018

Description

Presentation of the Let's Beautify Cumberland! Committee's Blue Ribbon Awards and Good Neighbor Awards

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 17, 2018

Description

Presentation from Robert Smith, Senior Engineer, regarding the Traffic Study on the Seton Drive / Bishop Walsh Drive Intersection

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 17, 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
July 17, 2018

Description
Maintenance Division 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)

MAINTENANCE DIVISION REPORT
June 2018

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JUNE 2018

- POTHOLES AND COMPLAINTS
  - Potholed 60 Streets and 6 Alleys using 47 tons of HMA.

- UTILITY HOLE REPAIR
  - Completed 1 Sewer Utility Hole Repairs using 2 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 9 Traffic Control Signs.
  - Installed/Repaired 1 Street Name Sign.
  - Painted 9 curbs

- STREET SWEEPING
  - Swept 501 curb miles (approx. 164 cubic yards of debris).
  - Hauled 44 tons of sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 71 Work Orders.
  - Cleaned Boat Ramp.
  - Completed Heritage Days Set-up and cleanup.
  - Completed Bridge Closures on West Side due train damage.
  - Cleaned Underpass, McMullen Bridge, and Welch Ave. drainage ditch 5 times.
  - Completed Dingle Cleanup after flooding.
  - Cleaned, repaired and matted the drainage ditch on the 24” main right of way behind 502 Independence Street.
  - Hauled traffic control to numerous events.

STREET MAINTENANCE - JUNE 2018		6/1	6/4-6/8	6/11-6/15	6/18-6/22	6/25-6/29	TOTAL
SERVICE REQUEST COMPLETED		4	14	16	17	20	71
PAVING PERFORMED	TONS				8		8
CONCRETE WORK	CY		2				2
UTILITY HOLES REPAIRED	WATER						0
	SEWER		1				1
	CY						0
	TONS		2.0				2
POTHOLES FILLED	STREETS		15	13	10	22	60
	ALLEYS			1	2	3	6
	DAYS		4	4	3	5	16
	Cold Mix						0
	TONS		10.5	9.0	10.0	17.0	47
PERMANENT PATCH	CY						0
	TONS		3				3
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		9					9
STREET NAME SIGNS REPAIRED/INSTALLED		1					1
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED	9					9
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	2	11	8	9	11	41
	Miles	21	86	154	128	112	501
SWEEPER DUMPS HAULED TO LANDFILL	TONS				44.2		44
SALT BARRELLS - PICK UP, FILL	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS		1	1	1	1	1	5
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days		2	1	3		6
Check Drains/Clean Debris	DAYS	1	1	1	2	2	7
LEAF PICK UP	Loads						0

Completed Heritage Days traffic control and cleanup

Cleaned, repaired and matted drainage ditch behind 502 Independence St

Tree work 6 areas

Cleaned off boat ramp

Picked up 3 dead animals

Completed bridge closures on West Side due to train damage

Dingle clean up after flooding

Hauled traffic control devices to numerous events

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JUNE 2018

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

- Ball Fields
  - Lined 8 fields for a total of 64 times
  - Drug 7 fields for a total of 19 times
  - Cut 8 fields for a total of 24 times

- Miscellaneous Work
  - Maintained pool
  - Prepared pavilions for rentals
  - Worked numerous concerts

Parks & Recs Field Work

June 2018

	Line	Drag	Spike
Flynn	11	4	1
Nonneman	7	2	
Northcraft	11	4	
Bowers FB			
Galaxy FF	2		
United			
Nonneman SF			
Long	10	3	
Cavanaugh	9	3	1
JC	2	1	
Abrams	12	2	
Nonneman Jr			
Northcraft SF			
Bower SF			
TOTAL	64	19	2

Parks and Rec Mowing Areas
June 2018

Location	Times cut
Abrams Field	3
JC Field	2
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	1
Mullen	1
14 Somerville (rear)	1
Evitts Creek	1
Boat Ramp	1
Rolling Mills Parklet	1
224-226 Cecelia St	1
404-406-414 Park St	1
513-529 Maryland Ave	1
Emily St dead end	1
Louisiana Ave (Hartley’s)	2
Pear St	1
Centre St Playground	2
Municipal Center	2
Mason's Sports Complex	3
Pistol Range	2
Cavanaugh Field	3
Long Field	4
Constitution Park	3

Fleet Maintenance
June 2018

Total Fleet Maintenance Projects	**85**
Central Services	2
Code Enforcement	2
DDC	0
Engineering	2
Fire	2
Flood	0
Municipal Parking	2
P & R Maintenance	7
Police	20
Public Works	0
Sewer	8
Snow Removal	0
Street Maintenance	11
Vehicle Maintenance	3
Water Distribution	4
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	21
Field Service Calls	1
Total Work Orders Submitted	**31**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
July 17, 2018

Description
Engineering Division 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)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						June 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	The funds that were approved last year are not enough to properly complete the project. A new application for funds has been submitted to MDE but it was not approved. We will have to have some additional conversations with MDE about this project. This project has been complicated because of location of the sewer lines deep under the CSX Yards.	JDF	6/14/2018
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Base slab pours continued, and wall section pours started. Pumphouse excavation is nearly complete. Wall forming continued. Overall work is approximately 25% complete, based on work completed and materials received and stored to date.	PJD	7/1/2018
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	**UPDATE-** Reimbsursement was sent to SHA For final reimbursement on project.	KAR	6/13/2018
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**UPDATE** - Project will require a waterway construction permit and for an EAP to be submitted/approved by MDE. Project is on hold until MDE issues can be resolved.	RLS	6/12/2018
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Currently not a high priority project.	PJD	7/1/2018
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	**UPDATE Bids were received award was made to Kiddy Contracting.**	KAR	6/14/2018
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	**NO CHANGE** Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being. The evaluation of the WWTP and WFP will provide recommendations concerning this project in 2018.	JDF	4/2/2018
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	**UPDATE**- Project has been closed out all work under this contract has been completed.	KAR	5/10/2018
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Closeout	**NO CHANGE** - Construction complete, and waiting for punch list items to be completed (as weather permits)	JRD	2/12/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						June 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Response to SHA questions sent 6/28/18. Awaiting approval to advertise the project on eMaryland Marketplace. Due to numerous delays, it does not appear likely that actual construction will begin in calendar year 2018.	PJD	7/1/2018
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work complete, for all practical purposes.	PJD	7/1/2018
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**NO CHANGE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	JDF	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	**NO CHANGE** - This project should become a Canal Place Project. There has not been much activity on this project recently, however we will keep it here until it is either dropped or started by Canal Place. Hopefully a new project under Canal Place will begin in 2018.	JDF	1/11/2017
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Construction	**NO CHANGE** Project continues. Stream sampling ongoing on a monthly basis.	RJK	7/6/2018
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**UPDATE** Asset Management Program/Capital Improvement implementation. City and consultant sharing tasks started in June. Work as funding allows.	RJK	7/6/2018
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Complete	First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	4/11/2018
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	**NO CHANGE** - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	6/8/2018
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	**NO CHANGE** - Work can start as soon as the Owner desires.	PJD	6/8/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						June 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	Design continuing, primarily on non-aesthetic aspects. The current goal is for the redevelopment design committee and their consultant, Cochran Studio, to provide their guidance by early August, which would allow EADS to finalize their design.	PJD	6/8/2018
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	**NO CHANGE** -The bathhouse floor and wadding pool were added to the project. The project looks great, however there was an issue with water getting under the pool liner of the wadding pool. It now appears that that issue will have to be resolved in the spring of 2018. We will have to wait to see if the issue has been resolved.	JDF	6/14/2018
2016	1-16-W	Willowbrook Road 12" Waterline Replacement	Replacement of 12" waterline along the NE side of Willowbrook Rd from the roundabout (Main Hospital Entrance) through the intersection of Country Club	Planning	Revised contract award documents sent to MDE. The revision expanded the scope of work to take advantage of the excellent contract bid, which was much lower than the available funding. Awaiting MDE approval of the award.	PJD	7/1/2018
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	**NO CHANGE** -Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	JDF	6/1/2017
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	Needed repairs were identified in the latest Bridge Inspection Report. We asked for a price, but in that process it was determined that we needed additional Engineering to prepare the specifications for the needed repairs. This work needs to be done and we are working on funding. So far we have not found any funding source other than the City or possible State Aide in lieu of Federal Aide.	JDF	1/11/2018
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area. That work could start in August 2018.	JDF	7/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						June 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Design	SHA determined that that CSX would not allow the water line to be replaced, however we have been working with CSX to get their approval and the project is now back on. SHA has agreed to include the line in the bridge work, but it will be up to the City to get all CSX permits. The issues with CSX may cause some delay in getting this project bid out, but for now we are still anticipating that the project will proceed with our water line being in the SHA Bridge Deck Contract. The City will have to pay all costs, and this project was not selected as one that would get any grant money. Progress will be reported in future Monthly Reports.	JDF	6/14/2018
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	**UPDATE** Stream sampling took place June 6. Results well be presented at the July Evitts Creek Steering Committee meeting.	RJK	7/6/2018
2017	09-17-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	**UPDATE** One year extension of project will continue through FY 19	KAR	5/11/2018
2017	10-17-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	**UPDATE** One year extension of project will continue through FY 19	KAR	5/11/2018
2017	12-17-M	Computer Aided Design Services	Computer Aided Design (CAD) Services to prepare several AutoCAD Templates, to convert existing standard construction details to CAD, and to create several new standard construction details.	Design	Work on the standard CAD details and a new CAD template are continuing to progress. A review meeting will be scheduled in the near future.	JRD	6/14/2018
2017	13-17-RE	Constitution Park Sound Garden	A sound garden/sound park has been proposed of Constitution Park. This would be a collection of Outdoor Musical Instruments used for recreation and education.	Planning	Hayden Ort-Ulm is currently getting plans of the xylophone, and is getting a manufacturing cost estimate. Engineering will assist in preparing a site plan, and an erosion & sediment control plan if necessary.	JRD	2/12/2018
2017	14-17-WFP	Water Filtration Plant Evaluation	This is an evaluation of the City's Water Plant, being done by GD&F.	Study	Study is about 60% complete as of this date.	JDF	10/18/2017
2017	15-17-WWTP	Wastewater Plant Evaluation	Being done along with 14-17-WFP	Study	This study is also about 60% complete.	JDF	10/18/2017
2017	16-17-	NA	NA	N/A	NA		
2017	17-17-W	24" Main Break Emergency Repairs	Decatur and Glenn Streets	Construction	This emergency work is complete. The work was done by Carl Belt, Inc and was handled by Public Works with assistance from Engineering.	JDF	10/18/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						June 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Planning	No Department work yet, but a design meeting had been planed and later canceled.	JDF	10/18/2017
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning	**COMPLETE**	RJK	4/2/2018
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	**NO CHANGE**	RJK	4/2/2018
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Planning	**NO CHANGE**	RJK	4/2/2018
2017	22-17-RE	Constitution Park and Area Plan (Bike & Walking Paths)	Using MPO Funds through Allegany County this project will work to develop a plan for paths through the Park and also provide connection link to City streets, as well as the WMHS (hospital) and ACM on Willowbrook Road.	Planning	ALTA has been granted a contract to put this plan together and it will include public input as various location. Although not really a part of this planning process, it is expected that other Park needs will be highlighted. In additions to bike and pedestrians paths, this process may include other facilities, like skating and the sound garden (3-17-RE) and other items that come out of the public outreach. The Rec Board met gs with ALTA on May 14, 2018. A Public Survey is being prepared and should go out in June or July.	JDF	6/14/2018
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Planning	A septic tank was removed. It is not expected to solve this issue, but no more action will take place except to continue to monitor and test the flow. Because of high water in Wills Creek the current flow has very low BOD.	RLS	
2017	26-17-SWM	Greene Street Gas Line	New line by Columbia Gas for Greene Street, Allegany Street and Arnett Terrace	Planning	Columbia Gas project	KAR	2/12/2018
2017	27-17-SWM	Oak Street Gas Line	New Gas line, by Columbia Gas, for portions of Oak, Lamont and Gay Streets	Construction	Work is near completion restoration will being mid April	KAR	4/11/2018
2017	28-17-SWM	Frederick Street Gas Line	New gas line, by Columbia, on portions of Frederick, Linden, Bedford, Marietta, Victoria and other Streets	Construction	Main line replacement is underway	KAR	4/11/2018
2017	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	**UPDATE** Eleven (11) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation.	RJK	7/6/2018
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	N/A	Funding request submitted to MDE. Information on that request is expected prior to June, 2018. A scope of work and an RFP for Engineering is in progress. GOOD NEWS! This project has moved up on the MDE priority list and may be funded.	JDF	7/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						June 30, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2018	01-18-RE	Constitution Park Pool Slide Resurfacing	Re-Gel coat the interior of the main slide in the pool. Repainting of the exterior slide	Complete	**UPDATE** Work is complete final invoice has been processed	KAR	5/11/2018
2018	02-18-RE	Cavanaugh Ball Field Lighting Project	Purchase and installation of new MUSCO lighting system planned for installation	Design	**UPDATE** Funding has been approved specifications and plans in final stages to bid.	KAR	5/11/2018
2018	03-18-SWM	First People's FCU ATM Site-415 Mechanic St	Site changes involving ATM facility and addition to existing garage, as well as milling and overlaying existing paved surface.	Design	SWM Plan approved.	PJD	6/8/2018
2018	04-18-SWM	Grand Avenue Gas Line	Columbia Gas project on Grand Avenue	Planning	Columbia Gas project	KAR	2/12/2018
2018	05-18-WWTP	WWTP Roof Replacement - Dewatering Building	This project includes replacement of the existing built-up roof system (BUR) at the Dewatering Building for the Wastewater Treatment Plant (WWTP-DB) with a new BUR system. The existing WWTP-DB contains 5 different roof levels, with a combined area of approximately 6,100 SF.	Construction	**UPDATE** - Construction is underway and is expected to be complete by 7/27.	RLS	7/3/2018
2018	21-18-WWTP	Repaint Primary Clarifier Equipment	This project includes the repainting of the primary clarifier equipment at the WWTP. The steel equipment will be prepared and painted, as well as the effluent channels. Two primary clarifiers and two thickener stations will be repaired	Planning	**UPDATE** - Project is currently out for bid, which will be received on 7/11	RLS	7/3/2018
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	**UPDATE** Reviewing the previous contract for updates.	RJK	7/6/2018
2018	23-18-WWTP	FY 2019 MDE Energy Grant	Application through MDE for energy grants for WWTP or WFPs	Planning	**UPDATE** Application submitted to MDE for Optimization of WWTP Aeration System. City was awarded up to $1 mil for project. Must be under construction by June 30, 2019.	RJK	7/6/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						June 30, 2018	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE**	RJK	6-Jul-18
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	**UPDATE** Terri Hast was appointed the alternat for the City of Cumberland. May was typical promotion of programs and planning for field trips in June and tasks FY19	RJK	12-Jun-18
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	**UPDATE** Meeting with Unique Soy Products International took place June 13.	RJK	6-Jul-18
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	**UPDATE** - Renewal application mailed June 1, 2018.	RJK	6-Jul-18
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**NO CHANGE**	RJK	12-Jun-18
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** Recreation Committee Meeting took place June 20. Group designing a rec plan.	RJK	6-Jul-18
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Planning for spring planting	PTE	4-May-18
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**UPDATE** Working on updates and corrections based on public meeting comments. Submitted budget requests for management activities for next fiscal year	PTE	4-May-18

Regular Council Agenda
July 17, 2018

Description
Utilities Division 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)

Regular Council Agenda
July 17, 2018

Description
Administrative Services monthly report for May, 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 May, 2018

July 17, 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 May, 2018:

Parks & Recreation Department
May 2018

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2018 season. Rental Fees are $ 100.00 for the Large Pavilion and $ 75.00 for the Small Pavilion. 29 reservations were made in the month of May.

Usage of the Pavilions – Month of May– 37 pavilions reserved and used

1st Annual NAACP Community Health Expo -At St. Paul's Lutheran Church on Saturday May 12, 2018 Games, fitness and seasonal activities for children.

Day of Caring and Sharing Friday May 18, 2017 – Parks & Recreation Department was able to participate by providing facilities for the program. The Constitution Park playgrounds received new mulch, the garden area within the park and cleaning the Day camp buildings and the concession building were all completed as part of the Day of Caring and Sharing. Volunteers from Rocky Gap casino, The Finan Center, Western MD. Correctional Center and the Cumberland Garden club worked at the facilities.

City Marble Tournament play was held on May 16th – Girls and May 15th - Boys. Jovie Breitfeller, Flintstone Elementary won the girls championship and Lindsay Fleming, Northeast Elementary, was the runner up. Kodi Wright won the boy's championship and Blake Dwire, Lighthouse Christian Academy, was the runner up. All four champions are eligible to participate in the 92ndNational Marble tournament in Wildwood NJ, June 17 - 22, 2018. Students from the following school participated in the program: Braddock Middle School, Washington Middle School, John Humbird Elementary, Flintstone Elementary, and Northeast Elementary.

The Cumberland Hot Stove League donates to the girl's tournament. Private donations and additional fund raising covered the cost of the trip to Wildwood NJ for the National Tournament. The City Tournaments were attended by approximately 100 spectators and participants.

79th Season - Constitution Park Pool – The Park Pool opened Memorial Day weekend without the blue slide, yellow slide, diving board and baby pool due to maintenance issues with these items. Inclement weather saw early closing each day. The pool is scheduled to open for the season June 12, the last of school for Allegany County public schools.

Sunday in the Park series began on May 27 with the Potomac concert Band scheduled to perform its traditional Memorial Day concert at Constitution Park Amphitheater. Inclement weather that day forced the concert to be moved indoors to St. Paul's Lutheran Church on Washington Street.

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

Baseball/ Softball League play and practices for May utilizing city fields and facilities:

Pee Wee League/ T Ball began at Long and Al Abrams
Girls Softball League at Jaycee and Northcraft, Cavanaugh field
Dapper Dan Little League Baseball at Long Field & Al Abrams
Church League Softball at Mason
Industrial League at Mason
Co-ed League at Mason
Spring Soccer – Y league using fields at Mason complex
School Tennis Team at the Park Tennis Courts

Constitution Park – Park watchman began work on weekends May 5 and continued in the month of May including the Memorial Day Holiday. Park Restrooms are open and closed, and Pavilion reservations are monitored along with other activities at the park.
School visits – Visit local schools to promote Constitution Park Day Camp program. Camp applications were distributed to six elementary schools.

Meetings attended:

- Fishing Rodeo Meeting with Mike Cornachia
- Pool Staff meeting - May 20, 2018
- May Recreation Advisory Board meeting – May 14,
- Staff meetings
- Summer Lunch Program Training
- Insurance Meeting

Upcoming:

- 70th Annual Battie Mixon Fishing Rodeo – Saturday June 2, 2018 in Oldtown MD
- Park pool daily operations to begin approximately June 12, 2017
- Seasonal Day Camp personnel training – June 13 - 15

- Constitution Park Day Camp, Summer Lunch program,
- Summer Swimming lessons at the park pool on Monday June 18, 2018– continues for eight weeks
- Weekly Sunday in the park concert series continue
- National Marbles tournament in Wildwood NJ – Local winners will represent Cumberland, June 17-21, 2018. Renee Mahwinney-Truly will serve as coach and hold practice each evening at the Constitution Park Marble Rings.
- June Recreation Advisory Board meeting – Monday June 4
- First Movie and Swim night at the Park Pool is scheduled for Friday June 8,

Continued areas of work

- Coordinate league and field usage between leagues, maintenance, and department office.
- Park Pool season operations
- Summer Day camp program planning and opening
- Summer Lunch program coordination
- Daily Pavilion reservation
- Other seasonal work
- Outdoor movies in the park schedule
- July 4th Fireworks program
- Continue coordination of Park Concert series

Community Development
May 2018

CODE COMPLIANCE

Building and Code Enforcement Activity:

May: 141 new complaint calls with 34 of those closed. Also closed 10 cases from previous months.
FY18 *to date*: (July-May) 622 complaints with 263 closed (avg. 57 received/month) 42% resolved vs. 26% resolved in FY17 and we've had a 58% increase in calls.

Nuisance & Junk Vehicle		Property Maintenance		Building Code	
Reported	105	Reported	15	Reported	1
Resolved	35	Resolved	1		

Housing Code		Zoning	
Reported	8	Reported	1
Resolved	1		

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	4	Received	10	Received	3
Issued	2	Issued	10	Issued	1

Occupancy Permit

Received:	1
Issued:	3

Housing Inspections

Conducted:	53
Passed:	53

Revenue

Building Permits:.....$1782.00
Miscellaneous Permits:..... 165.00
Occupancy Permits: 30.00
Utility Permits (no fees).....0.00
COA Permits 150.00
Reviews, Amendments, and Appeals: 600.00
Rental Licenses:.....1200.00
Paid Inspections:.....00.00
Municipal Infractions:.....0.00
TOTAL $3777.00

Demolition Permit (Bonds) 1500.00

Activity:

- Unpaid FY18 rental licenses second billing notice is showing success and running smoothly
  - # notices have gone out
  - # paid to date
- FY19 rental license billing is scheduled to go out on time in June.
- Hampton Inn opened at 109 Welton Drive
- Footer Dye Works' residential occupancy portion of project is completed.
  - 24 rental units and a lobby.

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

- National Night Out/Cumberland, 8/7 (Kick-off 8/6)
  - Next meeting scheduled for 7/11
  - 67 community partners to date with 57 committed to setting up
- Attended 5/2/18 AC Waste Management Board meeting and staff officially nominated. County Commissioner approval hopeful at meeting to be held 6/6.

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG) Monthly Activity: May 2018

Activity	Year	Initial Funding	Environmental Review	Contract	Spent	Remain	% Complete
Balt/Amtrak Infrastructure Imps; Downtown Benches	2013	$148,818.06	x	x	$143,683.00	$5,135.06	96.09%
Balt/Amtrk Infrastructure Imps/Mechanic St	2014	$181,820.00	x		$48,300.00	$133,520.00	26.56%
NM /Property Improvements Prog	2015	$10,000.00	x		$2,482.86	$7,517.14	24.83%
CNHS Closing Cost Grants	2016	$32,000.00	x	x	$12,212.35	$19,787.65	38.16%
ADA Sidewalk Imps (Cumberland St)	2015	$50,000.00			$18,117.54	$31,882.46	36.24%
YMCA Rehabilitation Phase 2 (lower Level)	2016	$67,981.00	x	x	$67,981.00	$0.00	100.00%
HRDC Rental Rehabilitation (3)	2016	$25,533.00	x	x	$0.00	$25,533.00	0.00%
Goethe Street ALU	2016	$138,040.02	underway		$0.00	$138,040.02	0.00%
Amtrak Phase 2 - Mechanic St.	15 & 16	$97,811.00	x		$0.00	$97,811.00	0.00%
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	$15,500.00	x	x	$0.00	$15,500.00	0.00%
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	$60,489.21	x	x	$0.00	$60,489.21	0.00%
Friends Aware, Inc. Residential Rehabilitation	2017	$49,882.21	x	x	$0.00	$49,882.21	0.00%
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	$80,003.81	x	x	$70,489.20	$9,514.61	88.11%
George St. ADA Sidewalks Project	2017	$50,489.21	x		$0.00	$50,489.21	0.00%
CB Sidewalk funds Bellevue	2017	$101,489.22			$0.00	$101,489.22	0.00%
Homestead Acquisition	2017	$53,813.29	x	x	$53,813.29	$0.00	100.00%
Family Crisis Resource Center Shelter	2017	$10,489.21	x	x	$10,489.21	$0.00	100.00%
Archway Station WRAP Youth Program	2017	$3,096.21	x	x	$2,001.84	$1,094.37	64.65%
Short Term Prescription program	2017	$7,489.21	x	x	$7,489.21	$0.00	100.00%
Long Term Prescription Program	2017	$15,489.21	x	x	$8,686.34	$6,802.87	56.08%
Family Junction Parenting Program	2017	$15,489.21	x	x	$9,664.94	$5,824.27	62.40%
Cavanaugh Ballfield - Imps. 2	2017	$55,489.21	x		$0.00	$55,489.21	0.00%
HRDC Emergency Homeless Prevention Program	2017	$20,489.21	x	x	$9,818.31	$10,670.90	47.92%
Denture Clinic 2017	2017	$6,489.21	x	x	$895.02	$5,594.19	13.79%

Emergency Dental Access	2017	$10,489.21	x	x	$4,127.10	$6,362.11	39.35%
Amtrk Infrastructure Improvements Phase 4	2017	$50,489.21	x		$0.00	$50,489.21	0.00%
correct on 5/16/18	PRE-	May 18 drw	POST	Apr 18 drw			
Community Development Block Grant (CDBG) Monthly Activity: May 2018							
Activity	Year	Initial Funding	Environmental Review	Contract	Spent	Remain	% Complete
Balt/Amtrak Infrastructure Imps.; Downtown Benches	2013	$148,818.06	x	x	$143,683.00	$5,135.06	96.09%
Balt/Amtrk Infrastructure Imps/Mechanic St.	2014	$181,820.00	x		$48,300.00	$133,520.00	26.56%
NM /Property Improvements Prog.							

Historic Preservation/Planner
May 2018

The Cumberland Historic Preservation Commission met on Wednesday, May 9, 2018 at 4pm. There were three Certificates of Appropriateness on the agenda reviewed:

Harrison Street @ I68 Ramp - Atlantic Broadband
10 North Liberty Street - Cumberland Arms
22 Queen City Drive - McDonald's

Three additional Certificates of Appropriateness were processed administratively for in-kind work at 86 Baltimore Street, 27 North Centre Street, and 15 South Liberty Street.

The 2018 Community Legacy application was 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.

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

On May 14, the ALTA planning staff presented to the Parks and Recreation Board conceptual plans for improvements to Constitution Park for comment. These comments are now being

taken into account during ALTA's preparation of recommendations that are to be presented to the Mayor and City Council in the near future.

The Maryland Historical Trust Board of Trustees and staff met in Cumberland on May 16-17. During the visit, they toured several local sites and conducted their regular board meeting at the Allegany Museum.

On May 23rd, the Community Development Programs Manager met with historic preservation staff from across the state in Ellicott City to provide input to the Maryland Historical Trust as they prepare the updates to the 5 year Statewide Preservation Plan.

A final report was submitted to the Pirates Charities for funding that was provided for improvements to Abrams Field. A total of $45,891.95 was expended in improvements. Of that total, $10,000 was funded by Pirates Charities, $4,030.00 from public donations, $5,000.00 from donations by the Dapper Dan, $6,712.01 from donations by Carl Belt, and $15,985.44 from the Bower's Trust Funds.

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

Comptroller's Office
May 2018

Cash Flow:

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

On May 1, 2018 the City had a cash balance of $857 million. Receipts exceeded disbursements by $273,518 in May leaving the City with a cash balance of $1.1 million at May 31, 2018. In addition, the City had an investment balance of $12.6 million.

As of May 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) $ 1,642,751

	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	$ 1,159,277	$ -	$ 172,165	$ -	$ 987,112
FY 2017	385,116	-	40,408	-	344,708
FY 2016	70,389	-	26,977	-	43,412
FY 2015	46,281	-	2,282	-	43,999
FY 2014	25,640	-	1,198	-	24,442
FY 2013	24,909	-	388	-	24,521
FY 2012	27,283	-	-	-	27,283
FY 2011	46,148	-	-	-	46,148
Prior FY's	101,126	-	-	-	101,126
	$ 1,886,169	$ -	$ 243,418	$ -	$ 1,642,751

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

Real property (non-owner occupied)	$ 540,968
Non-Corp Personal Property	5,104
Corporate Personal Property	65,510
Real Property (semiannual payments)	375,530
Real Property (Half Year)	-
	$ 987,112

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
May 31, 2018

	Cash	Investments
Beginning Balance	$ 856,959	$ 12,591,585
Add:		
Cash Receipts	5,525,657	19,381
Investment Transfer	-	-
Less:		
Disbursements	5,252,139	-
Investment Transfer	-	-
Ending Balance	$ 1,130,477	$ 12,610,966
Restricted	$ 332,978	$ 1,109,205

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

Restricted Cash

	5/1/2018	Increase	Utilization	5/31/2018
Police Seizures	$ 125,320	$ 752	$ 1,178	$ 124,894
Bowers Trust	83,566	-	31,064	52,502
Restricted Lenders	106,341	-	-	106,341
Other	49,241	-	-	49,241
	$ 364,468	$ 752	$ 32,242	$ 332,978

Restricted Investments

	5/1/2018	Increase	Utilization	5/31/2018
DDC	$ 6,696	$ 6	$ -	$ 6,702
GOB 2013	1,100,963	1,404	-	1,102,367
	$ 1,107,659	$ 1,410	$ -	$ 1,109,069

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 $31,000 was utilized in May for Constitution Park pool 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

	5/1/2018	Utilization	5/31/2018
CDA 2014	$ 870,921	$ -	$ 870,921
CDA 2015	2,238,278	-	2,238,278
CDA 2017	610,601	-	610,601
	$ 3,719,801	$ -	$ 3,719,801

CSO Projects (current phase)

	5/1/2018	Utilization	5/31/2018
Evitts Creek Debt	$ 138,922	$ -	$ 138,922
Evitts Creek Grant	-	-	-
WWTP Debt	574,817	60,319	635,136
WWTP Grant	4,023,713	422,239	4,445,952
	$ 4,737,452	$ 482,558	$ 5,220,010

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund ($1.65 million), Water Fund (183,000) and Sewer Fund ($1.26 million) projects and are available to be drawn as required. The General Fund balance is primarily intended for street paving projects. The Water Fund balance is intended to various treatment plant and waterline improvements. The Sewer bond proceeds balances are primarily intended for Flood Control concrete work and wastewater treatment plant improvements and will be utilized as when the plant evaluation is completed. The CDA 2017 bonds is to finance miscellaneous vehicles and equipment. There were no CDA draws in May.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During May we submitted draw requests for $422,000 in BRF grants and $60,319 in new debt on the WWTP CSO project. There was Evitts Creek CSO project activity in May.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
July 17, 2018

Description
Fire Department monthly report for June, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

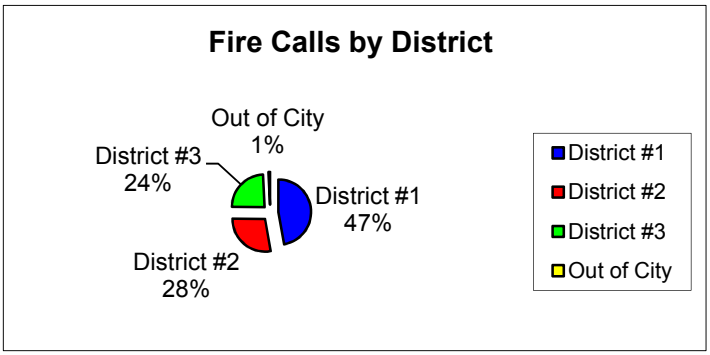
Value of Award (if applicable)

Source of Funding (if applicable)

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

Cumberland Fire Department Responded to 129 Fire Alarms:

Responses by District:	
District #1	61
District #2	36
District #3	31
Out of City	1
	129



Number of Alarms Answered:
First Alarms Answered: 129

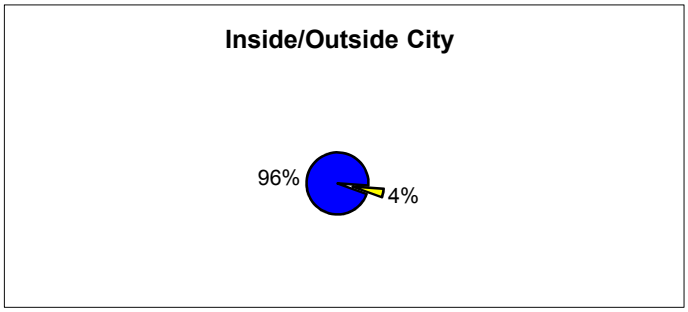
Calls Listed Below:	
Property Use:	
Public Assembly	3
Educational	3
Institutional	6
Special Properties	33
Residential	70
Stores and Offices	11
Manufacturing	2
Storage	1
	129

Type of Situation:	
Fire or Explosion	8
Overpressure	2
Rescue Calls	68
Hazardous Conditions	7
Service Calls	10
Good Intent Calls	15
False Calls	19
	129

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June:	$2,030.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	$41,460.00
Fire Service Fees for Fire Calls Paid in June:	$769.95
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$9,325.00
Fire Service Fees for Inspections and Permits Billed in June:	$0.00
Fire Service Fees for Inspections and Permits Paid in June:	$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$2,200.00

Cumberland Fire Department Responded to 445 Emergency Medical Calls:

In City Calls	425
Out of City Calls	20
Total	445



Total Ambulance Fees Billed by
Medical Claim-Aid in June : $121,854.00

Ambulance Fees Billed Fiscal Year to Date: $1,531,737.57

Ambulance Fees Paid:
Revenue received in June : $87,905.48

Revenue:
FY2018 Ambulance Fees Paid in FY2018: $928,313.36

Total Ambulance Transport Fees paid in FY2018: $1,095,080.86
(Includes all ambulance fees, previous and current fiscal years, paid in FY2018.)

Cumberland Fire Department Responded to 3 Paramedic Assist Calls:

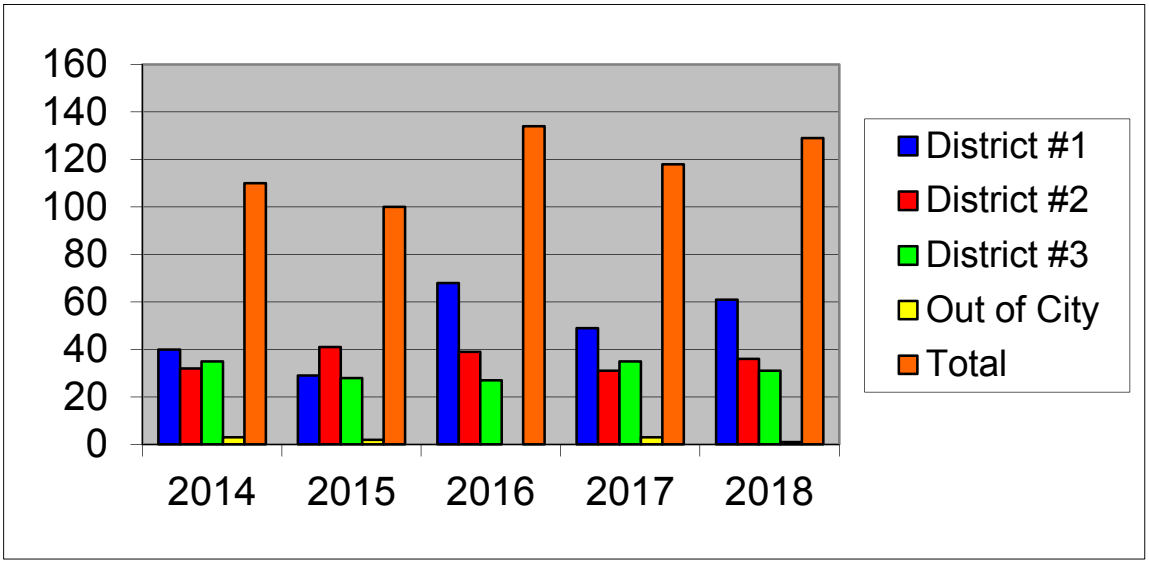
0	Paramedic Assist Calls within Allegany County	
3	Paramedic Assist Calls outside of Allegany County	
3		
	Fort Ashby VFD, WV	2
	Short Gap VFD, WV	1
		3

Cumberland Fire Department Responded to 17 Mutual Aid Calls:

16	Mutual Aid Calls within Allegany County	
1	Mutual Aid Calls outside of Allegany County	
17		
	Bowman's Addition VFD	5
	Cresaptown VFD	7
	District #16 VFD	3
	Flintstone VFD	1
		16
	Cumberland Valley EMS, PA	1
		17

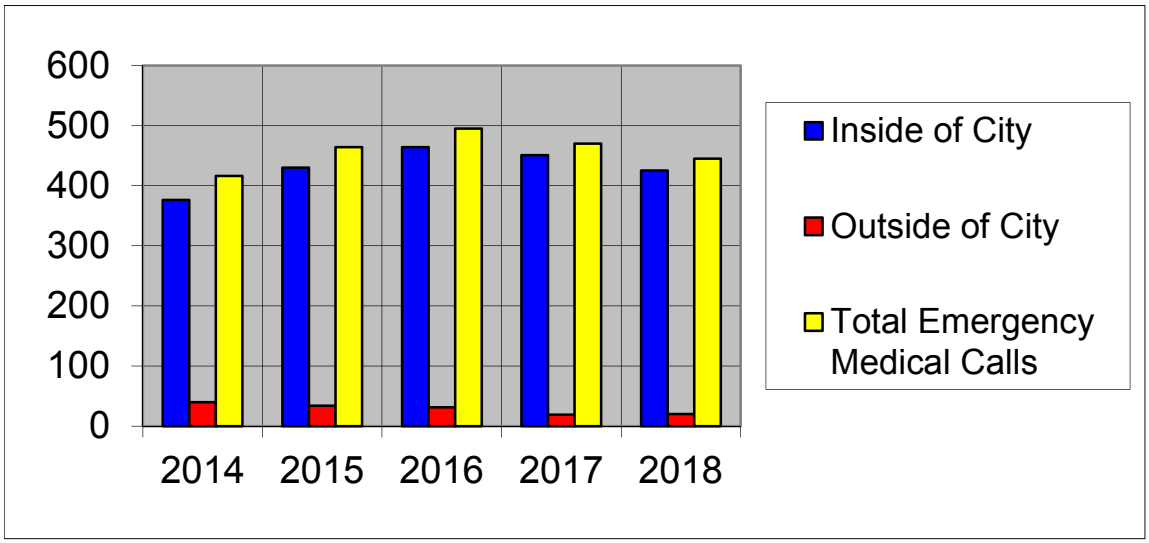
Fire Calls in the Month of June for a Five-Year Period

	2014	2015	2016	2017	2018
District #1	40	29	68	49	61
District #2	32	41	39	31	36
District #3	35	28	27	35	31
Out of City	3	2	0	3	1
Total	110	100	134	118	129



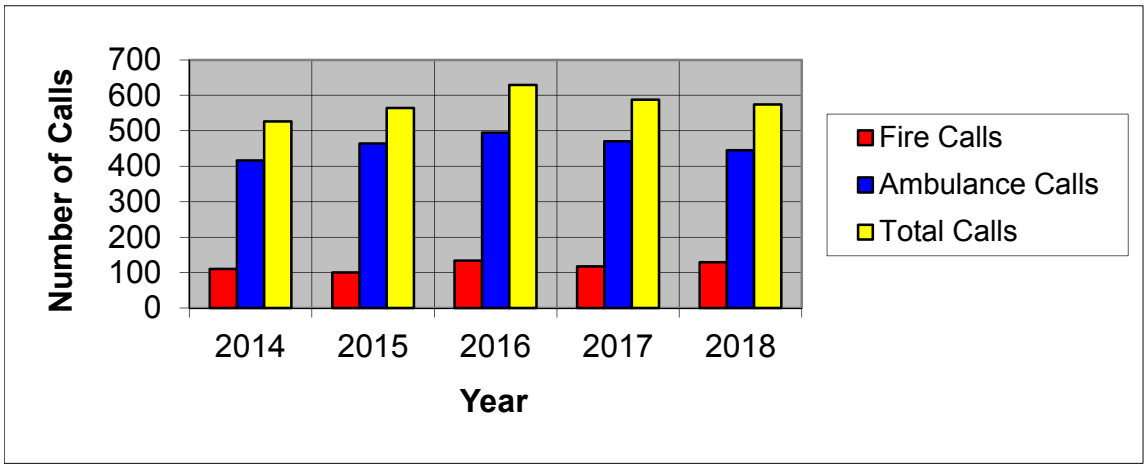
Ambulance Calls in the Month of June for a Five-Year Period

	2014	2015	2016	2017	2018
Inside of City	376	430	464	451	425
Outside of City	40	34	31	19	20
Total Emergency Medical Calls	416	464	495	470	445



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

	2014	2015	2016	2017	2018
Fire Calls	110	100	134	118	129
Ambulance Calls	416	464	495	470	445
Total Calls	526	564	629	588	574



Training:

Training Man Hours:	240
Administrative Policy and Procedures	3.00
Risk Management	1.00
Apparatus Check Procedures	44.00
InService Inspections	44.00
Protocol Update	10.00
Firefighter I	82.50
Fire Inspections	10.50
Hose Lines	33.00
Physical Fitness	12.00
	240.00

Fire Prevention Bureau:

Complaints Received	2
Conferences Held	64
Correspondence	6
Inspections Performed	7
Investigations Conducted	2
Plan Reviews	5

Personnel:

Probationary Firefighter Jeffrey M. Teter was hired on June 11, 2018.

Probationary Firefighter Brayden M. Pennington was hired on June 12, 2018.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
July 17, 2018

Description
Police Department 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)

City of Cumberland Department of Police

Monthly Report

June 2018

City of Cumberland Department of Police

Monthly Report

June 2018

Part 1 Crimes for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Aggravated Assaults	10	9	B & E (All)	21	25	Murder	0	0	Rape	0	1
Robbery	5	4	Theft - Felony	3	2	Theft - Vehicle	1	4			

Selected Criminal Complaints for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Theft - Misdemeanor	39	20	Theft - Petty	36	21	Domestic Assaults	36	40	CDS	97	60
Disturbances	207	206	DOP/Vandalism	39	35	Indecent Exposure	2	2	Sex Off - Other	3	10
Suicide	0	0	Suicide - Attmpt.	1	0	Tampering M/V	0	0	Abuse - Child	6	1
Trespassing	18	4	Assault on Police	4	6	Assault Other	58	34			

Selected Miscellenous Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alcohol Volations	7	3	Juvenile Compl.	14	15	Missing Persons	11	11	School Resource	11	34
School Threat	0	0	Sex Off. Regist.	13	13	Truancy	0	2	Death Investigation	2	5

Selected Traffic Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
DWI	16	10	Hit & Run	21	19	M/V Crash	74	53	Traffic Stop	350	255

Selected Service Calls for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alarms	74	51	Assist Motorist	42	35	Check Well-Being	153	106	Foot Patrol	56	31
Assist Other Agency	68	71	Bike Patrol	10	1	Special Events	12	15	Suspicious Activity	98	84

Arrests Totals for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
M/V Citations	56	45	M/V Warnings	287	210	Adult Criminal	172	181	Juvenile Criminal	29	9

	2017	2018
Total Incidents Reported :	**2,410**	**1,996**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2018

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad 1A	8 officers
Squad 1B	8 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	2 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

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

LEAVE REPORT

VACATION TAKEN: 982 HOURS YEAR TO DATE (beginning 7/1/17): 9455 HOURS
COMP TIME USED: 358 HOURS YEAR TO DATE (beginning 7/1/17): 2805 HOURS
SICK TIME USED: 220 HOURS YEAR TO DATE (beginning 7/1/17): 2452 HOURS

OVERTIME REPORT

OVERTIME WORKED: 513 HOURS YEAR TO DATE (beginning 7/1/17): 3907 HOURS
HOSPITAL SECURITY: 95 HOURS YEAR TO DATE (beginning 7/1/17): 1437 HOURS
COURT TIME WORKED: 93 HOURS YEAR TO DATE (beginning 7/1/17): 1274 HOURS

TRAINING REPORT

17 OFFICERS ATTENDED 8 TRAINING SESSIONS FOR A TOTAL OF 605 HOURS

Regular Council Agenda
July 17, 2018

Description
Approval of the Regular Session Minutes of May 1 and May 15, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

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

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: May 1, 2018

I. Closed Session

1. 5:45 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (1) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss personnel matters involving a certain city employee and to discuss issues pertaining to negotiations with the UFCW #1994, which represents members of the Cumberland Police Department

   Motion to move into closed session was made by Frazier, seconded by Caporale, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

   Mayor Grim reconvened the open meeting at 6:30 p.m.

III. Pledge of Allegiance

IV. Roll Call

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

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting(s)

Mayor Grim announced that Closed Sessions had been held on Thursday, April 19, 2018 and Tuesday, May 1, 2018 and read into the record a summary of those sessions, which are attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Approval of Minutes

1. Approval of the Regular Session Minutes of April 3 2018

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

VII. Approval of Minutes

1. Approval of the Closed Session Minutes of February 20, 2018

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

VIII. Unfinished Business

(A) Ordinances

1. Ordinance (2nd and 3rd readings) - amending Section 8.06(7) of the Zoning Ordinance to allow requests for modifications of the setback requirements for communications towers to be presented to the Zoning Board of Appeals as conditional uses, subject to the requirement that the setback be no less than the tower's fall zone

Mr. Rhodes reviewed the proposed changes to Section 8.06(7) of the Zoning Ordinance.

SECOND READING: The Ordinance was presented in title only. The reading was interrupted and motion to suspend the second reading and proceed to the third after comment was made by Caporale, seconded by Bernard and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was presented in title only for its third reading and was adopted on a vote of 5-0.

ORDINANCE NO. 3831

(B) Resolutions

1. Resolution approving the application and receipt of financing for 2018 Community Legacy Projects totaling $575,095

Kathy McKenney, Community Development Programs Manager, reviewed the projects being recommended for FY19 Community Legacy and Strategic Demolition Funding. She discussed that the Sustainable Communities Work Group had worked to develop the project list and had prioritized the list for submittal to the State according to readiness, timelines,

and leveraging of funds. Community Legacy funds would be requested in the amount of $576,095. Strategic Demolition Funding in the amount of $200,00 would also be requested for the Cumberland Housing Blight Removal and Redevelopment Project.

Councilman Caporale questioned whether alternate funding was available for the two Allegany College projects being included in the application. McKenney advised that it was possible that there were other funding avenues and the State would direct the project that way if that were the case. Caporale stated that he had received messages from Secretary Holt's office and as a result he recommended that the CEDC also apply for Community Legacy funds for the Baltimore Street redesign project. McKenney advised that the CEDC had indicated they would not have a project ready to submit in this round. Mr. Rhodes advised that the remaining portion of the Baltimore Street project that needed funding was infrastructure related and Community Legacy did not typically fund that type of project.

Mr. Kenneth Wilmot stated that the property owners should be responsible for taking down blighted properties rather than the City. Referring to the blight study performed by WVU, he questioned why the City paid for outside help to list blighted properties. Mayor Grim advised that they had experts in the field, and had more resources to survey and map the properties than the City had.

With no further comments, the Resolution was presented in title only. Motion to approve the Resolution was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

RESOLUTION NO. R2018-02

IX. New Business

(A) Ordinances

1. Ordinance (1st reading) - authorizing the issuance and sale of General Obligation Bonds to the Maryland Water Quality Financing Administration (MWQFA) in an amount not to exceed $562,500 to finance, reimburse, or refinance costs associated with the Willowbrook Road Waterline Replacement Project, together with related costs and costs of issuance

   Mr. Rhodes introduced the Ordinance and discussed the project that would be funded by the bond and details of the bond issuance.

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

(B) Orders (Consent Agenda)

Rhodes reviewed each item on the Consent Agenda and Mayor Grim entertained questions or comments. Motion to approve Consent Agenda Items 1-4 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order authorizing execution of a Lease Agreement with Ristorante Ottaviani, LLC for the use of public right-of-way adjacent to 25 N. Centre Street for outdoor dining purposes

ORDER NO. 26,284

2. Order authorizing execution of a Deed Surrendering Possibility of Reverter / Right of Entry with Nazil Gul to surrender all right, title and interest of the City in the property at 534-536 Maryland Avenue to Mr. Gul as the requirements of the Deed of transfer of the property have been satisfied

   ORDER NO. 26,285

3. Order recommending Councilman Eugene Frazier for appointment by the Allegany County Commissioners as the City of Cumberland's representative on the Board of Directors of the Tri-County Council

   ORDER NO. 26,286

4. Order approving the submission of a request for an estimated $710,000 in 2018 Community Development Block Grant (CDBG) funding for certain proposed projects, authorizing that the award amounts for each project may be adjusted proportionately to equal the final award amount, and authorizing the Mayor to execute documents pertaining to the submission and final awards

   ORDER NO. 26,287

X. Public Comments

Robin H.Constitution, 623 Quebec Avenue, questioned Mayor Grim regarding his plans for an upcoming mayoral forum at Frostburg State University and an event that the Mayor planned for City Hall.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:58 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Thursday, April 19, 2018 at 4:00 p.m.

Second Floor Conference Room, City Hall

On Thursday, April 19, 2018, the Mayor and City Council met in closed session at 4:00 p.m. in the second floor conference room of City Hall to discuss issues pertaining to negotiations with the UFCW Local #1994. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (9).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Comptroller Ken Tressler; Charles Hinnant, Chief of Police; City Clerk Marjorie Woodring

On a motion made by Councilman Frazier and seconded by Councilman Caporale, Council voted 4-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:00 p.m.

Brian K. Grim, Mayor

Entered into the public record on MAY - 1 2018

Mayor and City Council of Cumberland

Closed Session Summary

May 1, 2018 at 5:45 p.m.

Second Floor Conference Room, City Hall

On Tuesday, May 1, 2018, the Mayor and City Council met in closed session at 5:45 p.m. in the second floor conference room of City Hall to discuss issues personnel matters involving a certain city employee and to discuss issues pertaining to negotiations with the UFCW Local #1994. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1) and (9).

Persons in attendance included Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard Cioni via conference phone, and Eugene Frazier; City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring; Jonathan Hutcherson, Cumberland Economic Development Commission, and Charles Hinnant, Chief of Police

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

No actions were voted upon and the meeting was adjourned at 6:27 p.m.

Brian K. Grim, Mayor

Entered into the public record on MAY - 1 2018

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

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

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: May 15, 2018

I. Closed Session

1. 5:45 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to negotiations with the UFCW #1994

   Motion to move into closed session was made by Bernard, seconded by Caporale, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

   Mayor Grim reconvened the open session at 6:17 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, Mayor; Council Members Seth Bernard, David Caporale, Richard J. Cioni via conference phone, and Eugene Frazier

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

   Mayor Grim announced that a Closed Session had been held Tuesday, May 15, 2018 at 5:45 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article

of the Annotated Code of Maryland.

VI. Certificates and Awards

1. Certificate of Recognition presented to the Allegany High School Mock Trial Team for capturing the title of State Champions in the 2017-2018 Maryland State Bar Association's Mock Trial Competition

   Mayor Grim read the Certificate and presented it to the team members, congratulating them on their accomplishment.

2. Certificates of Recognition presented to members of the Cumberland Emergency Response Team (CERT) and Crisis Negotiators involved in the January 2018 barricade incident at Little Orleans

   Chief Hinnant provided information on Officer Martel's background and discussed highlights of his service with the police department. Chief Hinnant presented the award and the Mayor and Council expressed their thanks and appreciation.

3. Recognition of the Cumberland Police Department 2017 Officer of the Year, PFC Jacob Martel

   Chief Hinnant provided a detailed account of the barricade incident and introduced the officers who took part in the efforts. Certificates of Recognition were presented to each by the Mayor and City Council.

4. Recognition of the Cumberland Police Department's re-accreditation award for the CALEA program

   Chief Hinnant provided background on the CALEA program and the process by which the City became re-accredited. The Mayor and Council expressed their thanks and appreciation.

5. Recognition of the Annual Water Taste Test Challenge Award presented to the City of Cumberland at the joint Spring Meeting of the Chesapeake American Water Works Association and the Chesapeake Water Environment Association

   John DiFonzo, City Engineer, advised that the City had submitted a sample of its drinking water for a taste test at the spring meeting of the CAWWA and the CWEA and had placed second. The Mayor and Council expressed appreciation for the efforts by staff that allow the City to have high quality water.

VII. Director's Reports

(A) Public Works

1. Maintenance Division monthly reports for March and April, 2018.

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

2. Utilities Division & Central Services monthly report for April, 2018

   Motion to approve the report was made by Caporale, seconded by Bernard, and was passed

on a vote of 5-0.

3. Engineering Division monthly report for April, 2018

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

(B) Administrative Services

1. Administrative Services monthly report for March, 2018

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

(C) Fire

1. Fire Department monthly report for April, 2018

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

(D) Police

1. Police Department monthly report for April, 2018

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

VIII. Approval of Minutes

1. Approval of the Closed Session Minutes of March 6 and March 20, 2018

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

IX. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing the issuance and sale of General Obligation Bonds to the Maryland Water Quality Financing Administration (MWQFA) in an amount not to exceed $562,500 to finance, reimburse, or refinance costs associated with the Willowbrook Road Waterline Replacement Project, together with related costs and costs of issuance

Mr. Rhodes introduced the Ordinance and discussed highlights of the private bond sale to the Maryland Water Quality Finance Administration (MWQFA).

SECOND READING: The Ordinance was presented in title only for its second reading. The reading was interrupted and motion to suspend the reading and proceed to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. There being none, the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was read in title only and was adopted on a vote of 5-0.

ORDINANCE NO. 3832

X. New Business

(A) Ordinances

1. Ordinance *(1st reading)* - providing for the City Tax Levy for FY2019; Real Estate = 1.0595 per $100 of assessed value / Personal Property = 2.648 per $100 of assessed value

   FIRST READING: Mr. Rhodes introduced the Ordinance and discussed highlights of the FY19 funds being proposed. The Ordinance was presented in title only for its first reading. Motion to accept the reading was made by Caporale, seconded by Bernard, and was approved on a vote of 5-0.

2. Ordinance *(1st reading)* - providing for the annual appropriations for the FY19 General Fund

   FIRST READING: Mr. Rhodes introduced the Ordinance and discussed highlights of the FY19 funds being proposed. The Ordinance was presented in title only for its first reading. Motion to accept the reading was made by Caporale, seconded by Bernard, and was approved on a vote of 5-0.

3. Ordinance *(1st reading)* - providing for the annual appropriations for the FY19 Water Fund

   FIRST READING: Mr. Rhodes introduced the Ordinance and discussed highlights of the FY19 funds being proposed. The Ordinance was presented in title only for its first reading. Motion to accept the reading was made by Caporale, seconded by Bernard, and was approved on a vote of 5-0.

4. Ordinance *(1st reading)* - providing for the annual appropriations from the FY19 Sewer Fund

   FIRST READING: Mr. Rhodes introduced the Ordinance and discussed highlights of the FY19 funds being proposed. The Ordinance was presented in title only for its first reading. Motion to accept the reading was made by Caporale, seconded by Bernard, and was approved on a vote of 5-0.

5. Ordinance *(1st reading)* - providing for the annual appropriations for the FY19 Special Purpose Funds

   FIRST READING: Mr. Rhodes introduced the Ordinance and discussed highlights of the FY19 funds being proposed. The Ordinance was presented in title only for its first reading. Motion to accept the reading was made by Caporale, seconded by Bernard, and was approved on a vote of 5-0.

(B) Orders (Consent Agenda)

Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order rescinding Order No. 24,915 adopted April 14, 2009 to approve a revised Sick Leave Bank Policy & Regulations for all city employees and authorizing the return of the balance of the donated sick leave days in the bank to those active employees who originally donated the days

   ORDER NO. 26,288

2. Order correcting an address reference in Order No. 26,285 and authorizing the execution of a Deed Surrendering Possibility of Reverter / Right of Entry with Nazir Gul to surrender all right, title and interest of the City in the property at 534-536 Columbia Avenue to Mr. Gul as the requirements of the Deed of transfer of the property have been satisfied

   ORDER NO. 26,289

3. Order reappointing Michael Scott Cohen to the position of City Solicitor for a four-year term, effective May 16, 2018 through May 16, 2022

   ORDER NO. 26,290

4. Order accepting the sole source proposal of Belt Paving to provide mill, patch and paving work in various locations throughout the city in the estimated unit price amount not-to-exceed $1,500,000; this bid is awarded as part of Maryland SHA's existing contract with Belt Paving

   ORDER NO. 26,291

5. Order approving the Sole Source proposal of Carl Belt, Inc. for emergency repairs to the Koon Dam Bridge sidewalk in the not-to-exceed total amount of $42,380

   ORDER NO. 26,292

6. Order accepting various bids submitted May 2, 2018 for certain surplus vehicles and equipment totaling $20,647.50

   ORDER NO. 26,293

7. Order authorizing execution of a Community Legacy Program Promissory Note Modification with the DHCD to redefine terms of repayment of funds related of the 1) Upper Story Redevelopment Program and 2) Decatur Heights Self-Help Homeownership Program

   ORDER NO. 26,294

XI. Public Comments

Mayor Grim recognized Delegate Michael McKay who presented copies to the Mayor and City Council of a 90-day report for the 2018 legislative session specific to those who live in

District 1C. He advised that the report detailed bills that were sponsored or co-sponsored by himself, how he voted, and a synopsis of each bill.

Robin H. Constitution, 623 Quebec Avenue, discussed issues regarding the City Solicitor's and City Administrator's contracts and the salary of the Mayor. He requested an additional 2-3 minutes to speak and was provided that by a consensus of Council.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:05 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk

_____

Mayor and City Council of Cumberland

Closed Session Summary

Thursday, May 15, 2018 at 5:45 p.m.

Second Floor Conference Room, City Hall

On Tuesday, May 15, 2018, the Mayor and City Council met in closed session at 5:45 p.m. in the second floor conference room of City Hall to discuss issues pertaining to negotiations with the UFCW Local #1994. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (9).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, Richard Cioni via conference phone, and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring; Chief Charles Hinnant.

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

No actions were voted upon and the meeting was adjourned at 6:14 p.m.

Brian K. Grim, Mayor

Entered into the public record on MAY 1 5 2018

Regular Council Agenda
July 17, 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
July 17, 2018

Description

Order authorizing the execution of Change Order No. 3 with Leonard S. Fiore, Inc. in the decreased amount of $92,409.94, to the current contract for City Project "CSO Storage Facility-Phase I" (01-10-WWTP)

Approval, Acceptance / Recommendation

It is the Engineering Division's recommendation for the City Administrator to execute Change Order No. 3 with Leonard S. Fiore, Inc. in the decreased amount of $92,404.94. This change order is for the elimination of the required 50 ft. over excavation for the future expansion and vibration monitoring. Also a change in a meter value for a cost savings to the City.

☑ Budgeted

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

Value of Award (if applicable)

Original $26,416,340.00
Previous Change Order $16,582.53
This Change Order ($92,409.94)
New Contract $26,340,512.59

Source of Funding (if applicable)

003.399CS.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __July 17, 2018_

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 3 to the existing contract with Leonard S. Fiore, Inc., 5506 Sixth Avenue Rear, Altoona, PA, 16602, for City Project "Phase 1 CSO Storage Facility at WWTP" (01-10-WWTP) in the decreased amount of Ninety-two Thousand, Four Hundred Nine Dollars and Ninety-four Cents ($92,409.94); and

BE IT FURTHER ORDERED that this Change Order is contingent upon approval from the Maryland Department of the Environment.

_____

Brian K. Grim, Mayor

Leonard S. Fiore, Inc. 01-10-WWTP	*Contract Price*
Original Contract Price	**$26,416,340.00**
Change Order No. 1	$0.00
Change Order No. 2	$16,582.53
Total Contract Price after CO 1 & 2	**$26,432,922.53**
Change Order No. 3 ***"decrease"***	-$92,409.94
New Total Contract Price to-date	**$26,340,512.59**

Funding: MDE Grant and Loan

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance: June 19, 2018	Effective Date: June 19, 2018
Owner: City of Cumberland, MD	Owner's Contract No.: 01-10-WWTP
Contractor: Leonard S. Fiore, Inc.	Contractor's Project No.: CT-0365
Engineer: Whitman, Requardt, and Associates, LLP	Engineer's Project No.: 13993-003
Project: Phase 1 CSO Storage Facility at the Wastewater Treatment Plant	Contract Name: Phase 1 CSO Storage Facility at the Wastewater Treatment Plant

The Contract is modified as follows upon execution of this Change Order:

Description:

1) Includes costs associated with a water meter and water meter vault installation as requested by the City of Cumberland, per the latest City of Cumberland Standards. See Attachment A3-1.

2) This is a credit to the contract resulting from removal of 50-foot over-excavation on the west side of the CSO Storage Facility, including associated rock removal and vibration control. See Attachment A3-2.

3) This is a credit to the contract resulting from a change of the PLC platform to M340. See Attachment A3-3.

4) This is a credit to the contract resulting from Resident Inspector overtime hours, as described under Specifications Section 0800, Supplemental Conditions. This credit includes overtime hours from commencement of construction contract through May 12, 2018 and includes 91 hours, charged at $95 per hour (total up until May 12, 2018 is a credit of $8,645).

Attachments: *Attachments A3*-1, A3-2, and A3-3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 26,416,340.00	Original Contract Times: Substantial Completion: 760 Ready for Final Payment: 820 days
[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 2 : $ 16,582.53	[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 2 : Substantial Completion: 60 Ready for Final Payment: 60 days
Contract Price prior to this Change Order: $ 26,432,922.53	Contract Times prior to this Change Order: Substantial Completion: 802 Ready for Final Payment: 862 days
[~~Increase~~] [Decrease] of this Change Order: $(92,409.94)	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: not applicable Ready for Final Payment: not applicable days or dates
Contract Price incorporating this Change Order: $26,340,512.59	Contract Times with all approved Change Orders: Substantial Completion: 802 Ready for Final Payment: 862 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Title:	ASSOCIATE	Title		Title	
Date:	6/19/2018	Date		Date	

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Leonard S. Fiore, Inc.
GENERAL CONTRACTOR
DEDICATED TO EXCELLENCE
5506 SIXTH AVENUE REAR ALTOONA, PA 16602 PH: (814) 946-3686
www.lsfiore.com Main FX: (814) 946-5268 Proj Mgmt FX: (814) 946-3526

Attachment A3-1

NO: 228

Please reference the Proj Name, Proj #, and applicable Submittal #'s, RFI#'s, etc. on all correspondence to Leonard S. Fiore, Inc.

PROJECT: Cumberland Tank (CSO Storage)

DATE: 3/14/2018

PROJ #: CT-0365

REF: Change Request - PCO-003 : Revised 4" Water Meter Vault

TO: Paul Rosol, III
Whitman, Requard & Assoc., LLP
801 South Carolina Street
Baltimore, MD 21231

WE ARE SENDING:

- ☐ Shop drawings
- ☐ Letter
- ☐ Prints
- ☐ Change Order
- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☑ Other: Change Request

SUBMITTED FOR:

- ☐ Approval
- ☐ Your use
- ☐ As Requested
- ☐ Review and Comment

SENT VIA:

- ☐ Attached
- ☑ Separate cover via: Email

ACTION TAKEN:

- ☐ Approved as Submitted
- ☐ Approved as Noted
- ☐ Returned for Corrections
- ☑ "Due Date: 3/28/2018
- ☐ Revise & Resubmit

Item	Copies	Date	No.	Description	Status
Change Request	1	3/14/18	PCO-003	Revised 4" Water Meter Vault	None

Please send all Change Order information to our new Change Management e-mail cm@lsfiore.com or to our office, attention Change Management. **** Please be advised that this is the only copy of the PCO that will be sent. We are no longer sending a hard copy. ****

Notes:

CC:

Signed: _____
Change Management (Leonard S. Fiore, Inc.)

Leonard S. Fiore, Inc.
GENERAL CONTRACTOR
DEDICATED TO EXCELLENCE

5506 6th, Avenue, Rear
Altoona, PA 16602
Ph. (814) 946-3686
Fax: (814) 946-5288

Change Request

To: Whitman, Requardt & Associates
801 South Caroline Street
Baltimore, MD 21231
Attn: Paul Rosol, III

Number: PCO-003
Date: March 2, 2018
Job Description: Cumberland Tank

LSF Job Number: CT-0365

RE: Revised 4" Water Meter Vault

See below and attached for scope and pricing related to these changes.

The design of the 4" water meter vault has been revised to meet the City of Cumberland specifications. This change results in an additional cost to LSF and this PCO recovers that added cost.

The total amount to provide this work is **$18,914.71**

If you have any questions, please contact me at 814-946-3686

Submitted by: Chris Makdad
Project Manager

_____

CHANGE ORDER SUMMARY

PCO-003 - Revised 4" Water Meter Vault

CONTRACTOR NAME****

Contractor/Subcontractor Name	Total (from cost breakdown)	Markup on sub (if applicable)**	Total
1. Leonard S. Fiore, Inc.	$18,727.44		$18,727.44
2. Subcontractor		$0.00	$0.00
3.			$0.00
4.			$0.00
5			$0.00
6			$0.00
7			$0.00
		Total (L/M/E/S)	$18,727.44
		Bond	$187.27
		TOTAL THIS CHANGE	**$18,914.71**

COST BREAKDOWN

CONTRACTOR NAME PRIME

Leonard S. Fiore, Inc.

LABOR COST

Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours	Total
			$0.00		$0.00
			$0.00		$0.00
			$0.00		$0.00
				Sub-Total	**$0.00**

On Base Labor Rate ONLY

Social Security @	7.65%		$0.00
Medicare @	0.80%		$0.00
Unemployment @	10.89%		$0.00
Workmans Compensation @	9.63%		$0.00
Public Liability Insurance @	2.23%		$0.00
Small Tools @	2.00%		$0.00
		Sub-Total	**$0.00**

** Labor Markup (15.00%) $0.00

TOTAL LABOR **$0.00**

MATERIAL COST (attach material list if necessary, insert totals as shown)

Item	Quantity	Unit	Unit Cost	Total Cost
L/B Water Service-As-Bid Meter Vault	1	LOT	($14,726.15)	($14,726.15)
L/B Water Service-Revised Meter Vault	1	LOT	$30,089.10	$30,089.10
				$0.00
			Sub-Total	**$15,362.95**

**Applicable Sales Tax $921.78

** Material Markup (15.00%) $2,442.71

MATERIAL TOTAL **$18,727.44**

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

Classification	Hour Rate		Hours	Total Cost
				$0.00
				$0.00
				$0.00
			Sub-Total	**$0.00**

** Equipment Markup (15.00%) $0.00

EQUIPMENT TOTAL **$0.00**

LME TOTAL **$18,727.44**

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1235316	
Quote Date	Page
2/16/2018	1 of 3

Quote Expires On 3/18/2018

Proposal Submitted to: 19204
Leonard S. Fiore Inc.
5506 6th Avenue (Rear)
Altoona, PA 16601

Ship To:
Leonard S. Fiore Inc.
5506 6th Avenue (Rear)
Altoona, PA 16601

814-946-3686

Requested By: EDDIE .

Water Meter Vault "As-Bid"

PO/Job Name	Salesperson	Entered By
CSO 4 INCH METER VAULT	Dustin Swope	CLINT_KICK

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
1.00	EA	MSC-10068708 PRECAST CONCRETE VAULT 3'X3' H20 HATCH 4' WIDE X 5' LONG X 5' HIGH STEPS, SUMP HOLE		
1.00	EA	4FXPE6 4IN FLG X PE 6FT0IN LONG DIP TAR COAT CEMENT LINED		
1.00	EA	4FXF0-6 4IN FLG X FLG 0FT6IN LONG DIP TAR COAT CEMENT LINED		
1.00	EA	4FXF2-9 4IN FLG X FLG 2FT9IN LONG DIP TAR COAT CEMENT LINED		
1.00	EA	DJ405-4 4IN ROMAC DISMANTLING JOINT W/ STD BOLTS & NUTS EPOXY COAT 11-00-14-50 NO TIERODS		
1.00	EA	4FXPE6 4IN FLG X PE 6FT0IN LONG DIP TAR COAT CEMENT LINED		
		********** BOOM TRUCK **********		
1.00	EA	BOOM-100 DELIVERY AND SETTING FEE FOR CONCRETE VAULTS, 100 MILE RADIUS INCLUDES 7 HOURS		
1.00	EA	UNLOAD BOOM TRUCK TIME TO OFF LOAD AND RELOAD VAULT		
10.00	HR	LABOR-V LABOR TO PRE-ASSEMBLE PIPING IN		

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
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2/16/2018	2 of 3

Quote Expires On 3/18/2018

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
		CONCRETE VAULTS		
1.00	EA	TRUCK-100 DELIVERY AND SETTING FEE FOR CONCRETE VAULTS, 100 MILE RADIUS INCLUDES 5 HOURS		
		********** COMMON ITEMS **********		
1.00	EA	S8904 4IN STANDON #S89 FLANGE SUPPORT W/BASE & ADJUSTMENT COLLAR (2IN PIPE NOT SUPPLIED)		
1.00	EA	G2X24PE 2IN X 24IN LONG GALVANIZED NIPPLE PLAIN END X PLAIN END		
4.00	EA	4X8TORUSEALACC 4IN FLANGED ACCESSORY SET (8 5/8INX3IN USA) BOLT & NUT 1/8IN TORUSEAL GASKET TORUSEAL FLANGE GASKET 350 PSI (PL5-5/8CX3) (13315) MADE IN USA (36314) MADE IN USA		
10.00	FT	.75X10ROD 3/4IN X 10FT ALL THREAD ROD OIL FINISH (AT-3/4CX10FT) (50 FT PER BUNDLE)		
12.00	EA	.75-NUT 3/4IN PLATED HEX NUT (PL5-3/4C) (36316) MADE IN USA		
4.00	FT	ANGLE PLATE-1 1/8IN X 2IN LEG X 1FT ANGLE		
4.00	EA	TP104S-XL 4IN X-LONG RESTRAINT PLATE FOR 125# FLG W/2 BOLT, SSTEEL USES 3/4IN ROD		
14.00	EA	LS-410-C MODULAR WALL & CASING SEAL		
		*** SUBTOTAL *** TOTAL PACKAGE PRICE FOR CONCRETE VAULT PREPIPED DELIVERED & SET BY LB WATER	$14,726.15	$14726.15

Total Lines: 21

SUB-TOTAL:	14,726.15
TAX:	883.56
EXTENDED QUOTE $$:	**15,609.71**

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1235316	
Quote Date	Page
2/16/2018	3 of 3

Quote Expires On 3/18/2018

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price

L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE

1. EXPIRATION. This offer expires 3/18/2018 and may be revoked prior to expirations unless expressly accepted by Purchaser.
2. TAXES. Purchaser is responsible for all taxes, including but not limited to, federal, state, and/or municipal sales, use, excise, or other taxes assessed on the goods. Sales tax will be charged unless a valid tax exemption certificate is received by Seller prior to delivery. Exemption certificates received more than sixty (60) days after delivery will not be honored.
3. DELIVERY TERMS. The place for delivery of the Goods is:
5506 6th Avenue (Rear), Altoona, PA 16601.
Unless specific written instructions are included with this Quote, the cost of transportation of the goods to the location listed here shall be borne by the Seller when delivered by the Seller's personnel and vehicle. Seller assumes the risk of all deliveries up to the point when the goods leave the Seller's control. If the Purchaser requests special handling, partial shipments, or rush delivery the Purchaser will be responsible for the freight costs. Purchaser assumes all risk of loss during delivery of goods by third party. In the absence of written instructions from Purchaser to the contrary, Seller, on behalf of Purchaser, shall exercise its discretion as to all matters of shipment used.
4. PAYMENT TERMS. Payment terms are: Net 30
Thereafter, a service charge of 1.5% per month will be added to the unpaid balance, until the account is paid in full. Accounts with past due balances may be refused future deliveries. Seller shall be entitled to recover from Purchaser all costs of collection of unpaid balances, including, but not limited to, reasonable attorneys' fees, court costs, and interest.
5. SPECIAL ORDERS. Orders for materials that are non-stock are non-cancellable and non-returnable. Any returns of materials must have prior authorization and are be subject to inspection for re-salability. Handling and restocking fees apply.
6. WARRANTIES. The goods shall be free from defects in material and workmanship. The goods will conform to designated specifications, when we are advised in advance of quotation. All manufacturers warranties shall be passed on and flow to the Purchaser/Owner. Seller shall not be obligated or liable under any manufacturer's warranty. Seller shall not be liable for any warranty offered by the Seller for any goods that are modified., altered, misused, damaged, improperly handled or stored, or otherwise improperly treated or used.
7. LIMITED LIABILITY. Seller shall not, under any circumstances, be responsible for special, indirect, incidental, consequential, liquidated, or penal damages resulting from the contract under this Quote or the performance or breach thereof, or from the design, manufacture, sale, delivery, operation or use of any goods or equipment covered by or furnished under this Quote. The liability of Seller shall in no case exceed the price paid by the Purchaser for the goods. Seller disclaims all liability, whether in contract, tort (including negligence), warranty or other grounds, to any party other than the Purchaser. The Purchaser's sole and exclusive remedy, whether based upon warranty, contract or tort, is pursuant to the warranty contained in paragraph 5.
8. DISCLAIMERS. Except as expressly set forth herein, Seller hereby disclaims, and Purchaser hereby waives, all other warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
9. GOVERNING LAW. This Quote shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law, and without regard to rules of construction relating to which party drafted this Quote.
10. SEVERABILITY. In the event any provision of this Quote is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Quote will remain in effect.
11. ENTIRE AGREEMENT. This Quote is the complete agreement between Seller and Purchaser and there are no other written or oral understandings, directly or indirectly, that are not incorporated herein. Seller reserves the right to change the quoted prices, if this quotation is not accepted in its entirety.

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

_____ _____ _____
Signature Title Date

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1234060	
Quote Date	Page
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Quote Expires On 2/28/2018

Proposal Submitted to: 19204
Leonard S. Fiore Inc.
5506 6th Avenue (Rear)
Altoona, PA 16601

Ship To:
Leonard S. Fiore Inc.
5506 6th Avenue (Rear)
Altoona, PA 16601

814-946-3686

Requested By: MARK C

Revised Meter Vault

PO/Job Name	Salesperson	Entered By
CSO STORAGE VAULT	Dustin Swope	CLINT_KICK

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
		---------- 4IN PA AMERICAN ---------- ---- VAULT ASSEMBLY WITH BACKFLOW ----		
1.00	EA	MSC-10068231 PRECAST CONCRETE VAULT 48" X48" H20 HATCH IN A RISER 6' WIDE X 14' LONG X 6' HIGH MANHOLE STEPS, SUMP, 8" SLEEVES		
1.00	EA	4FXPE6 4IN FLG X PE 6FT0IN LONG DIP TAR COAT CEMENT LINED		
1.00	EA	4FLGTEE 4IN FLANGED TEE T/C C/L 124153		
1.00	EA	4-25021OSY 4IN UL/FM FLG GATE VALVE OL OS&Y SERIES 2504-1 RESILT. SEAT DI HANDWHEEL 250 PSI		
1.00	EA	C4F2-5G 4IN SENSUS COMPACT FIRE OMNI METER 5 WHL 1000 GAL W/INT STNR (F4CXXXXG1HAXX)		
1.00	EA	4FXPE1-6 4IN FLG X PE 1FT6IN LONG DIP TAR COAT CEMENT LINED		
		DRILL 1-7/8IN HOLE 8IN FROM FACE OF 4IN FLG X PE 1-6IN SPOOL 8IN FROM FACE OF FLG		
1.00	EA	202B-510-IP7 4IN X 2IN NPT DOUBLE STRAP BRONZE SADDLE RANGE 4.80 - 5.10		
1.00	EA	2X3 2IN X 3IN LONG THREADED BRASS NIPPLE (TBE)		

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1234060	
Quote Date	Page
2/13/2018	2 of 5

Quote Expires On 2/28/2018

Quantity Quoted	UOM	Item ID Item Description	Unit Price	Extended Price
1.00	EA	77FLF-108-01 2IN FULLPORT BALL VALVE LEAD FREE BRASS FIP END 600 PSI CONBRACO 77F SERIES		
1.00	EA	P8-7-NL 2IN THREADED REGULAR BRASS PLUG LEAD FREE		
1.00	EA	ALPHA-FC-4.90 4IN ROMAC 1 BOLT WIDE RANGE RESTRAINED FLANGE COUPLING, DI/SS/EPOXY 4.50-4.90		
1.00	EA	4-25021OSY 4IN UL/FM FLG GATE VALVE OL OS&Y SERIES 2504-1 RESILT. SEAT DI HANDWHEEL 250 PSI		
1.00	EA	4FLGTEE 4IN FLANGED TEE T/C C/L 124153		
1.00	EA	4-350ASTOSY 4IN WILKINS 350AST DOUBLE CHECK BACKFLOW WITH STAINLESS STEEL BODY & OSY UL/FM GATE VALVES, LEAD FREE, LAY LENGTH 34-7/8IN		
1.00	EA	4FXPE6 4IN FLG X PE 6FT0IN LONG DIP TAR COAT CEMENT LINED		
		********** BYPASS LINE ********** **********		
2.00	EA	2X9FLG 2IN X 9IN CI REDUCING COMPANION FLANGE FITS 4IN 125# FLG FIT-BLACK-FIG 71 130185		
4.00	EA	2X3 2IN X 3IN LONG THREADED BRASS NIPPLE (TBE)		
2.00	EA	L11-77-NL 2IN THREADED BRASS 90 ELBOW FIP LEAD FREE		
2.00	EA	77FLF-108-01 2IN FULLPORT BALL VALVE LEAD FREE BRASS FIP END 600 PSI CONBRACO 77F SERIES		
2.00	EA	C84-77G-NL 2IN MIP X CTS GRIP JOINT COUPLING (NO LEAD)		
10.00	FT	2-K20H 2IN X 20FT TYPE K HARD COPPER TUBING		

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1234060	
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Quote Expires On 2/28/2018

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
2.00	EA	S8904 4IN STANDON #S89 FLANGE SUPPORT W/BASE & ADJUSTMENT COLLAR (2IN PIPE NOT SUPPLIED)		
9.00	EA	4X8TORUSEALACC 4IN FLANGED ACCESSORY SET (8 5/8INX3IN USA) BOLT & NUT 1/8IN TORUSEAL GASKET TORUSEAL FLANGE GASKET 350 PSI (PL5-5/8CX3) (13315) MADE IN USA (36314) MADE IN USA		
2.00	EA	G2X24PE 2IN X 24IN LONG GALVANIZED NIPPLE PLAIN END X PLAIN END		
10.00	FT	.75X10ROD 3/4IN X 10FT ALL THREAD ROD OIL FINISH (AT-3/4CX10FT) (50 FT PER BUNDLE)		
12.00	EA	.75-NUT 3/4IN PLATED HEX NUT (PL5-3/4C) (36316) MADE IN USA		
4.00	FT	ANGLE PLATE-1 1/8IN X 2IN LEG X 1FT ANGLE		
4.00	EA	TP104S-XL 4IN X-LONG RESTRAINT PLATE FOR 125# FLG W/2 BOLT. SSTEEL USES 3/4IN ROD		
14.00	EA	LS-410-C MODULAR WALL & CASING SEAL		
1.00	EA	UNLOAD BOOM TRUCK TIME TO OFF LOAD AND RELOAD VAULT		
15.00	HR	LABOR-V LABOR TO PRE-ASSEMBLE PIPING IN CONCRETE VAULTS		
1.00	EA	BOOM-100 DELIVERY AND SETTING FEE FOR CONCRETE VAULTS, 100 MILE RADIUS INCLUDES 7 HOURS		
2.00	EA	TRUCK-100 DELIVERY AND SETTING FEE FOR CONCRETE VAULTS, 100 MILE RADIUS INCLUDES 5 HOURS		
		*** SUBTOTAL ***	$30,089.10	$30089.10

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1234060	
Quote Date	Page
2/13/2018	4 of 5

Quote Expires On 2/28/2018

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
		COMPLETE PRE-PIPED, DELIVERED AND SET METER VAULT WITH BACKFLOW BY L/B WATER		

Total Lines: 37

SUB-TOTAL:	30,089.10
TAX:	1,805.35
EXTENDED QUOTE $$:	**31,894.45**

QUOTATION

L/B Water Service, Inc.
169 Ebony Road
Ebensburg, PA 15931
814-471-1980

LB Water
We Make Water Work

Quote Number	
1234060	
Quote Date	Page
2/13/2018	5 of 5

Quote Expires On 2/28/2018

Quantity		Item ID	Unit	Extended
Quoted	UOM	Item Description	Price	Price

L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE

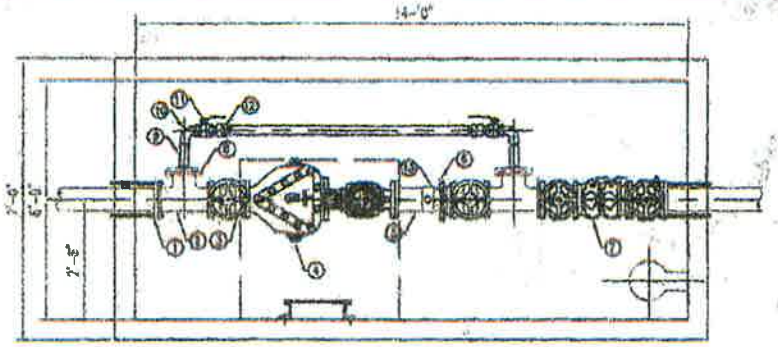
1. EXPIRATION. This offer expires 2/28/2018 and may be revoked prior to expirations unless expressly accepted by Purchaser.
2. TAXES. Purchaser is responsible for all taxes including but not limited to; federal, state, and/or municipal sales, use, excise, or other taxes assessed on the goods. Sales tax will be charged unless a valid tax exemption certificate is received by Seller prior to delivery. Exemption certificates received more than sixty (60) days after delivery will not be honored.
3. DELIVERY TERMS. The place for delivery of the Goods is:
5506 6th Avenue (Rear), Altoona, PA 16601, ,
Unless specific written instructions are included with this Quote, the cost of transportation of the goods to the location listed here shall be borne by the Seller, when delivered by the Seller's personnel and vehicle. Seller assumes the risk of all deliveries up to the point when the goods leave the Seller's control. If the Purchaser requests special handling, partial shipments, or rush delivery the Purchaser will be responsible for the freight costs. Purchaser assumes all risk of loss during delivery of goods by third party. In the absence of written instructions from Purchaser to the contrary, Seller, on behalf of Purchaser, shall exercise its discretion as to all matters of shipment used
4. PAYMENT TERMS. Payment terms are: Net 30
Thereafter, a service charge of 1.5% per month will be added to the unpaid balance, until the account is paid in full. Accounts with past due balances may be refused future deliveries. Seller shall be entitled to recover from Purchaser all costs of collection of unpaid balances, including, but not limited to, reasonable attorneys' fees, court costs, and interest.
5. SPECIAL ORDERS. Orders for materials that are non-stock are non-cancellable and non-returnable. Any returns of materials must have prior authorization and are be subject to inspection for re-salability. Handling and restocking fees apply.
6. WARRANTIES. The goods shall be free from defects in material and workmanship. The goods will conform to designated specifications, when we are advised in advance of quotation. All manufacturers warranties shall be passed on and flow to the Purchaser/Owner. Seller shall not be obligated or liable under any manufacturer's warranty. Seller shall not be liable for any warranty offered by the Seller for any goods that are modified, altered, misused, damaged, improperly handled or stored, or otherwise improperly treated or used.
7. LIMITED LIABILITY. Seller shall not, under any circumstances, be responsible for special, indirect, incidental, consequential, liquidated, or penal damages resulting from the contract under this Quote or the performance or breach thereof, or from the design, manufacture, sale, delivery, operation or use of any goods or equipment covered by or furnished under this Quote. The liability of Seller shall in no case exceed the price paid by the Purchaser for the goods. Seller disclaims all liability, whether in contract, tort (including negligence), warranty or other grounds, to any party other than the Purchaser. The Purchaser's sole and exclusive remedy, whether based upon warranty, contract or tort, is pursuant to the warranty contained in paragraph 5
8. DISCLAIMERS. Except as expressly set forth herein, Seller hereby disclaims, and Purchaser hereby waives, all other warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
9. GOVERNING LAW. This Quote shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law, and without regard to rules of construction relating to which party drafted this Quote.
10. SEVERABILITY. In the event any provision of this Quote is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Quote will remain in effect.
11. ENTIRE AGREEMENT. This Quote is the complete agreement between Seller and Purchaser and there are no other written or oral understandings, directly or indirectly, that are not incorporated herein. Seller reserves the right to change the quoted prices, if this quotation is not accepted in its entirety

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above

_____ _____ _____
Signature Title Date

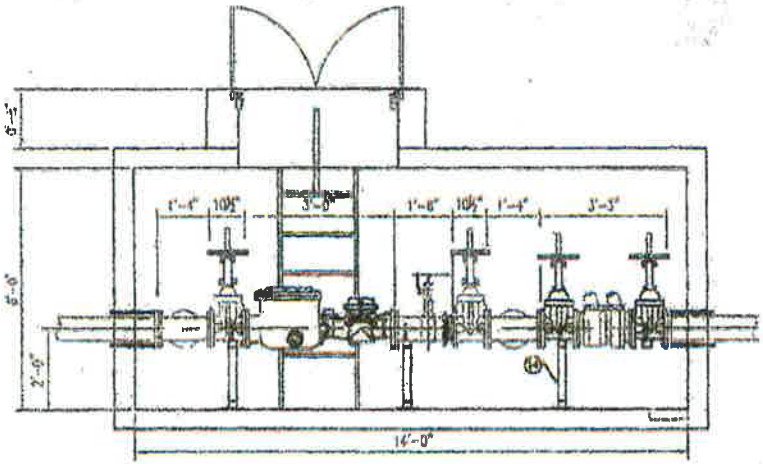
PRECAST
VAULT DIVISION

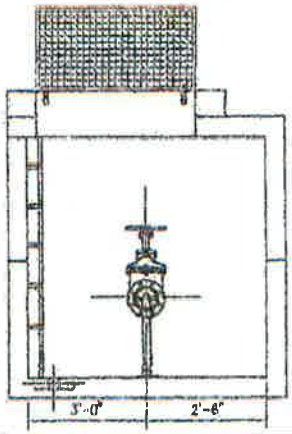
Revised February 2018



PIPE ASSEMBLY:

1. (2) 6" FLANGED X 4'-0" PLAIN END PIPE/ CUSTOM FABRICATORS
2. (2) 6" X 4" FLANGED TEE / CUSTOM FABRICATORS
3. (2) 6" FLANGED GATE VALVE W/NRS HAND WHEEL/ AMERICAN FLOW CONTROL
4. (1) 6" SENSUS OMNI METER #COF2-50
5. (1) 6" FLANGE X 1'-6" PLAIN END PIPE/ CUSTOM FABRICATORS
6. (1) 6" #2105 MEGA FLANGE ADAPTER/ EBBA IRON INC.
7. (1) 6" CONBRACO DOUBLE CHECK VALVE W/OS&Y GATE VALVES
8. (2) 2x6 COMPANION FLANGE/WARD MANUFACTURING
9. (2) 2"X6" BRASS NIPPLES/ LEE SUPPLY
10. (2) 2" BRASS 90 DEGREE STREET ELBOW/ MERIT BRASS
11. (3) 2" M101 BRASS BALL VALVE/ AMERICAN VALVE
12. (2) 2" MIP X CTS QUICK JOINT COUPLING/ FORD METER BOX
13. (1) 4"X2" NPT DOUBLE STRAP BRONZE SADDLE/ FORD METER BOX W/
- (2) 2"x3" BRASS NIPPLE/ LEE SUPPLY
- (1) 2" THREADED REGULAR BRASS PLUG/ MERIT BRASS
14. (2) STANDON #S92 SADDLE SUPPORT/ MATERIAL RESOURCES
- (2) STANDON #S89 FLG SUPPORT/ MATERIAL RESOURCES





NOTE:
- PLANGED PIPE TO BE RESTAINED TO PRECAST W/ TIE RODS.
- LADDER UP SAFETY POST WILL BE INSTALLED ON LADDER BY CONTRACTOR.

PHONE: 814-471-1980	LB Water	CUSTOMER:	6" CUMBERLAND VAULT
FAX: 814-471-1983	We Make Water Work	VAULT:	6'-0"X14'-0" VAULT
DRAWN BY: DUSTIN SWOPE	169 EBONY ROAD	DOOR:	48"X48" DOUBLE LEAF DOOR
SALESMAN: CLINT KICK	EBENSBURG,PA 15931	CHECKED BY:	

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES. DO NOT SCALE DRAWING, WORK TO DIMENSIONS.

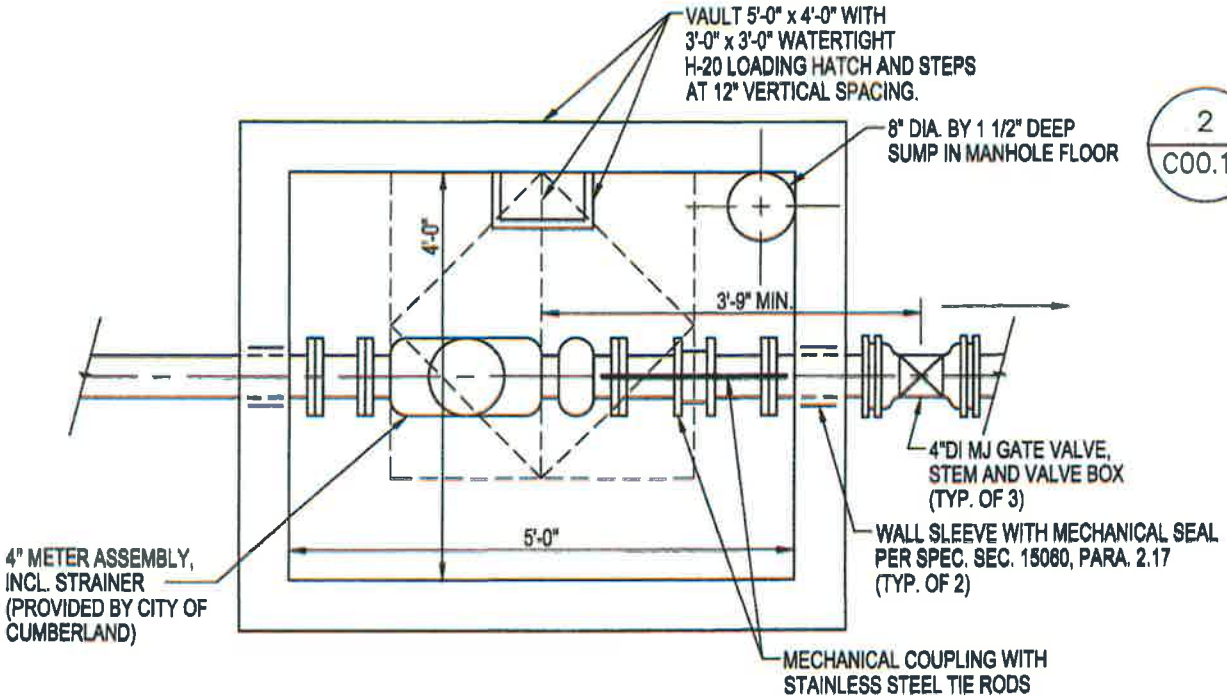
C00.10

SCALE: 3/4" = 1'-0"

BU

* ALL BUTTRESS DIMENSIONS ARE BASE
SOIL BEARING PRESSURE OF 3000 PSF
AREA OF BEARING SHALL BE INCREAS

2 / C00.10 DETAIL - BUTTRESSES F



NOTES:

1. GRADE IN VICINITY OF WATER METER AND APPURTENANCES IS ELEV. 612.0±.
2. VAULT FLOOR IS TO BE ELEV. 607.5±.
3. DUCTILE IRON PIPE THROUGH VAULT TO THE VALVES IMMEDIATELY ADJACENT. PVC PIPE FOR THE REMAINDER.
4. CONSTRUCT 8"x12" (MIN.) MORTARED BRICK OR FORMED CONCRETE TO SUPPORT METER.

4 / C00.10 DETAIL - 4" WATER METER VAULT AND APPURTENANCES

SCALE: 3/4" = 1'-0"

As Bid

Leonard S. Fiore, Inc.
GENERAL CONTRACTOR
DEDICATED TO EXCELLENCE
5506 SIXTH AVENUE REAR ALTOONA, PA 16602 PH: (814) 946-3686
www.lsfiore.com Main FX: (814) 946-5298 Proj Mgmt FX: (814) 946-3526

Attachment A3-2

NO: 248

Please reference the Proj Name, Proj #, and applicable Submittal #'s, RFI#'s, etc. on all correspondence to Leonard S. Fiore, Inc.

PROJECT: Cumberland Tank (CSO Storage)

DATE: 5/2/2018

PROJ #: CT-0365

REF: Change Request - PCO-004 : Delete 50ft Over Excavation

TO: Paul Rosol, III
Whitman, Requard & Assoc., LLP
801 South Carolina Street
Baltimore, MD 21231

WE ARE SENDING:

- ☐ Shop drawings
- ☐ Letter
- ☐ Prints
- ☐ Change Order
- ☐ Plans
- ☐ Samples
- ☐ Specifications
- ☑ Other: Change Request

SUBMITTED FOR:

- ☐ Approval
- ☐ Your use
- ☐ As Requested
- ☐ Review and Comment

SENT VIA:

- ☐ Attached
- ☑ Separate cover via: Email

ACTION TAKEN:

- ☐ Approved as Submitted
- ☐ Approved as Noted
- ☐ Returned for Corrections
- ☑ *Due Date: 5/16/2018
- ☐ Revise & Resubmit

Item	Copies	Date	No.	Description	Status
Change Request	1	4/3/18	PCO-004	Delete 50ft Over Excavation	None

Please send all Change Order information to our new Change Management e-mail cm@lsfiore.com or to our office, attention Change Management. **** Please be advised that this is the only copy of the PCO that will be sent. We are no longer sending a hard copy. ****

Notes:

CC:

Signed: _____
Change Management (Leonard S. Fiore, Inc.)

Leonard S. Fiore, Inc.
GENERAL CONTRACTOR
DEDICATED TO EXCELLENCE

5506 6th, Avenue, Rear
Altoona, PA 16602
Ph. (814) 946-3686
Fax: (814) 946-5288

Change Request

To: Whitman, Requardt & Associates
801 South Caroline Street
Baltimore, MD 21231
Attn: Paul Rosol, III

Number: PCO-004
Date: April 30th, 2018
Job Description: Cumberland Tank

LSF Job Number: CT-0365

RE: Delete 50ft Over Excavation

See below and attached for scope and pricing related to these changes.

As per Progress meeting #11 dated 3/12/18 Topic item #8: LSF to provide credit cost to eliminate the required 50ft over excavation for the future expansion and viration monitoring.

The total amount to provide this work is **($87,620.39)**

If you have any questions, please contact me at 814-946-3686

Submitted by: Chris Makdad
Project Manager

CHANGE ORDER SUMMARY

PCO-004 - Delete 50ft Over Excavation

CONTRACTOR NAME****

Contractor/Subcontractor Name	Total (from cost breakdown)	Markup on sub (if applicable)**	Total
1. L.S. Fiore - Excavate Dirt	($19,587.54)		($19,587.54)
2. L.S. Fiore - Excavate Rock	($32,502.29)		($32,502.29)
3. L.S. Fiore - Backfill	($32,920.03)		($32,920.03)
4. Sauls Seismic - Viration Monitoring Spec 02223	($1,743.00)		($1,743.00)
5			$0.00
6			$0.00
7			$0.00
		Total (L/M/E/S)	($86,752.86)
		Bond	($867.53)
		TOTAL THIS CHANGE	**($87,620.39)**

COST BREAKDOWN

CONTRACTOR NAME PRIME

Leonard S. Fiore, Inc. - Excavate Dirt

LABOR COST

Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours	Total
Operator	$29.97	$16.85	$46.82	-80	($3,745.60)
			$0.00		$0.00
			$0.00		$0.00
				Sub-Total	**($3,745.60)**

On Base Labor Rate ONLY	Social Security @	7.65%	($183.42)
	Medicare @	0.80%	($19.18)
	Unemployment @	10.89%	($261.10)
	Workmans Compensation @	9.63%	($230.89)
	Public Liability Insurance @	2.23%	($53.47)
	Small Tools @	2.00%	($47.95)
		Sub-Total	**($796.00)**

** Labor Markup (5.00%) ($227.08)

TOTAL LABOR **($4,768.68)**

MATERIAL COST (attach material list if necessary, insert totals as shown)

Item	Quantity	Unit	Unit Cost	Total Cost
				$0.00
				$0.00
				$0.00
			Sub-Total	**$0.00**

**Applicable Sales Tax $0.00

** Material Markup (15.00%) $0.00

MATERIAL TOTAL **$0.00**

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

Classification	Hour Rate		Hours	Total Cost
350D Excavator	$210.03		-40	($8,401.20)
Cat D250E Articulated Rear Dump	$142.80		-40	($5,712.00)
				$0.00
			Sub-Total	**($14,113.20)**

** Equipment Markup (5.00%) ($705.66)

EQUIPMENT TOTAL **($14,818.86)**

LME TOTAL **($19,587.54)**

CT-0365 PCO-004 Delete 50ft Over Excavation

COST BREAKDOWN

CONTRACTOR NAME PRIME

Leonard S. Fiore, Inc. - Excavate / Flip Rock

LABOR COST

Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours	Total
Operator	$29.97	$16.85	$46.82	-116	($5,431.12)
			$0.00		$0.00
			$0.00		$0.00
				Sub-Total	**($5,431.12)**

On Base Labor Rate ONLY			
Social Security @	7.65%		($265.95)
Medicare @	0.80%		($27.81)
Unemployment @	10.89%		($378.59)
Workmans Compensation @	9.63%		($334.79)
Public Liability Insurance @	2.23%		($77.53)
Small Tools @	2.00%		($69.53)
		Sub-Total	**($1,154.20)**

** Labor Markup (5.00%) ($329.27)

TOTAL LABOR **($6,914.59)**

MATERIAL COST (attach material list if necessary, insert totals as shown)

Item	Quantity	Unit	Unit Cost	Total Cost
				$0.00
				$0.00
				$0.00
			Sub-Total	**$0.00**

**Applicable Sales Tax $0.00

** Material Markup (15.00%) $0.00

MATERIAL TOTAL **$0.00**

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

Classification	Hour Rate		Hours	Total Cost
350D Excavator	$210.03		-72	($15,122.16)
350D Excavator w/ compactor	$225.13		-36	($8,104.68)
Cat D250E Articulated Rear Dump	$142.80		-8	($1,142.40)
			Sub-Total	**($24,369.24)**

** Equipment Markup (5.00%) ($1,218.46)

EQUIPMENT TOTAL **($25,587.70)**

LME TOTAL **($32,502.29)**

CT-0365 PCO-004 Delete 50ft Over Excavation

COST BREAKDOWN

CONTRACTOR NAME PRIME

Leonard S. Fiore, Inc. - backfill dirt

LABOR COST

Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours	Total
Operator	$29.97	$16.85	$46.82	-160	($7,491.20)
			$0.00		$0.00
			$0.00		$0.00
				Sub-Total	**($7,491.20)**

On Base Labor Rate ONLY	Social Security @	7.65%	($366.83)
	Medicare @	0.80%	($38.36)
	Unemployment @	10.89%	($522.20)
	Workmans Compensation @	9.63%	($461.78)
	Public Liability Insurance @	2.23%	($106.93)
	Small Tools @	2.00%	($95.90)
		Sub-Total	**($1,592.01)**

** Labor Markup (5.00%) ($454.16)

TOTAL LABOR **($9,537.37)**

MATERIAL COST (attach material list if necessary, insert totals as shown)

Item	Quantity	Unit	Unit Cost	Total Cost
				$0.00
				$0.00
			Sub-Total	**$0.00**

**Applicable Sales Tax $0.00

** Material Markup (15.00%) $0.00

MATERIAL TOTAL **$0.00**

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

Classification	Hour Rate		Hours	Total Cost
350D Excavator	$210.03		-40	($8,401.20)
750D Dozer	$134.06		-40	($5,362.40)
Cat D250E Articulated Rear Dump	$142.80		-40	($5,712.00)
BW177D-3 Roller	$69.84		-40	($2,793.60)
			Sub-Total	**($22,269.20)**

** Equipment Markup (5.00%) ($1,113.46)

EQUIPMENT TOTAL **($23,382.66)**

LME TOTAL **($32,920.03)**

COST BREAKDOWN

CONTRACTOR NAME PRIME

Saul's Seismic - Vibration Monitoring

LABOR COST

Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours	Total
			$0.00		$0.00
			$0.00		$0.00
			$0.00		$0.00
				Sub-Total	**$0.00**

On Base Labor Rate ONLY

Social Security @	7.65%		$0.00
Medicare @	0.80%		$0.00
Unemployment @	10.89%		$0.00
Workmans Compensation @	9.63%		$0.00
Public Liability Insurance @	2.23%		$0.00
Small Tools @	2.00%		$0.00
		Sub-Total	**$0.00**

** Labor Markup (5.00%) $0.00

TOTAL LABOR **$0.00**

MATERIAL COST (attach material list if necessary, insert totals as shown)

Item	Quantity	Unit	Unit Cost	Total Cost
				$0.00
				$0.00
			Sub-Total	**$0.00**

**Applicable Sales Tax $0.00

** Material Markup (15.00%) $0.00

MATERIAL TOTAL **$0.00**

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

Classification	Quanity	Unit	Unit Cost	Total Cost
Remote Seismic Monitoring	(1)	Months	$600.00	($600.00)
Relocate Monitoring	(1)	Each	$300.00	($300.00)
Travel	(2)	Day	$380.00	($760.00)
			Sub-Total	**($1,660.00)**

** Equipment Markup (5.00%) ($83.00)

EQUIPMENT TOTAL **($1,743.00)**

LME TOTAL **($1,743.00)**

CT-0365 PCO-004 Delete 50ft Over Excavation

Micro-Tech Designs, Inc.

Attachment A3-3

Cumberland CSO Storage Facility at the WWTP				Change Directive No.	N/A
Change PLC Platform to M340				MTD Job No.	161227
Qty.	Mfg	P/N	Description	Unit Price	Total
ADDED COSTS					
Pumping Station Control Panel					
1	Modicon	BMEXBP1200	X80 12-Slot Ethernet Rack	$ 438.87	$ 438.87
1	Modicon	BMEXBP0800	X80 8-Slot Ethernet Rack	$ 321.84	$ 321.84
1	Modicon	BMXCPS3500	X80 Power Supply Module 100-240VAC, 35 W	$ 478.66	$ 478.66
1	Modicon	BMXCPS2000	X80 Power Supply Module 100-240VAC, 20 W	$ 244.01	$ 244.01
1	Modicon	BMXXBC008K	0.8 m extension rack cable	$ 47.40	$ 47.40
2	Modicon	BMXXBE1000	Extension rack Module	$ 284.39	$ 568.77
1	Modicon	TSXTLYEX	Line terminator - for rack end - set of 2	$ 54.67	$ 54.67
1	Modicon	BMXP342020	M340 Processor, 1 Ethernet TCP/IP Service Port	$ 1,360.50	$ 1,360.50
1	Modicon	BMXNOR0200	X80 Ethernet/Serial Communication Module	$ 789.97	$ 789.97
1	Modicon	BMXNRP0200	X80 Ethernet Fiber Optic Media Converter, Multi Mode converter, LC connectors, up to 2km.	$ 368.65	$ 368.65
5	Modicon	BMXDAI1604	X80 16-Point 120VAC Digital Input Module	$ 199.54	$ 997.70
1	Modicon	BMXDRA1605	X80 16 Relay Output Module	$ 253.96	$ 253.96
1	Modicon	BMXAMI0810	X80 8 Ch. Isolated Analog Input Module	$ 430.68	$ 430.68
2	Modicon	BMXAMO0410	X80 4 Ch. Isolated Analog Output Module	$ 397.32	$ 794.65
8	Modicon	BMXFTB2010	Removable terminal block (20 points), Screw Clamp	$ 31.01	$ 248.11
1	Modicon	BMXFTB2800	Removable terminal block (28 points), Screw Clamp	$ 31.01	$ 31.01
CSO Storage Facility Control Panel					
1	Modicon	BMEXBP1200	X80 12-Slot Ethernet Rack	$ 438.87	$ 438.87
1	Modicon	BMEXBP0800	X80 8-Slot Ethernet Rack	$ 321.84	$ 321.84
2	Modicon	BMXCPS2000	X80 Power Supply Module 100-240VAC, 20 W	$ 244.01	$ 488.02
1	Modicon	BMXXBC008K	0.8 m extension rack cable	$ 47.40	$ 47.40
2	Modicon	BMXXBE1000	Extension rack Module	$ 284.39	$ 568.77
1	Modicon	TSXTLYEX	Line terminator - for rack end - set of 2	$ 54.67	$ 54.67
1	Modicon	BMXNRP0200	X80 Ethernet Fiber Optic Media Converter, Multi Mode converter, LC connectors, up to 2km.	$ 368.65	$ 368.65
1	Modicon	BMXP342020	M340 Processor, 1 Ethernet TCP/IP Service Port	$ 1,360.50	$ 1,360.50
9	Modicon	BMXDAI1604	X80 16-Point 120VAC Digital Input Module	$ 199.54	$ 1,795.85
4	Modicon	BMXDRA1605	X80 16 Relay Output Module	$ 253.96	$ 1,015.84
1	Modicon	BMXAMI0810	X80 8 Ch. Isolated Analog Input Module	$ 430.68	$ 430.68
13	Modicon	BMXFTB2010	Removable terminal block (20 points), Screw Clamp	$ 31.01	$ 403.17
1	Modicon	BMXFTB2800	Removable terminal block (28 points), Screw Clamp	$ 31.01	$ 31.01
Overflow Chamber Control Panel					
1	Modicon	BMEXBP0800	X80 8-Slot Ethernet Rack	$ 321.84	$ 321.84
1	Modicon	BMXCPS2000	X80 Power Supply Module 100-240VAC, 20 W	$ 244.01	$ 244.01
1	Modicon	BMXNRP0200	X80 Ethernet Fiber Optic Media Converter, Multi Mode converter, LC connectors, up to 2km.	$ 368.65	$ 368.65
1	Modicon	BMXP342020	M340 Processor, 1 Ethernet TCP/IP Service Port	$ 1,360.50	$ 1,360.50
1	Modicon	BMXDAI1604	X80 16-Point 120VAC Digital Input Module	$ 199.54	$ 199.54
1	Modicon	BMXDRA1605	X80 16 Relay Output Module	$ 253.96	$ 253.96
1	Modicon	BMXAMI0810	X80 8 Ch. Isolated Analog Input Module	$ 430.68	$ 430.68
2	Modicon	BMXFTB2010	Removable terminal block (20 points), Screw Clamp	$ 31.01	$ 62.03
1	Modicon	BMXFTB2800	Removable terminal block (28 points), Screw Clamp	$ 31.01	$ 31.01
Spare Parts, Software and Training					

1	Modicon	BMEXBP1200	X80 12-Slot Ethernet Rack	$	438.87	$	438.87
1	Modicon	BMEXBP0800	X80 8-Slot Ethernet Rack	$	321.84	$	321.84
1	Modicon	BMXCPS3500	X80 Power Supply Module 100-240VAC, 35 W	$	478.66	$	478.66
1	Modicon	BMXCPS2000	X80 Power Supply Module 100-240VAC, 20 W	$	244.01	$	244.01
1	Modicon	BMXXBC008K	0.8 m extension rack cable	$	47.40	$	47.40
1	Modicon	BMXXBE1000	Extension rack Module	$	284.39	$	284.39
1	Modicon	TSXTLYEX	Line terminator - for rack end - set of 2	$	54.67	$	54.67
1	Modicon	BMXP342020	M340 Processor, 1 Ethernet TCP/IP Service Port	$	1,360.50	$	1,360.50
1	Modicon	BMXNOR0200	X80 Ethernet/Serial Communication Module	$	789.97	$	789.97
1	Modicon	BMXNRP0200	X80 Ethernet Fiber Optic Media Converter, Multi Mode converter, LC connectors, up to 2km.	$	368.65	$	368.65
1	Modicon	BMXDAI1604	X80 16-Point 120VAC Digital Input Module	$	199.54	$	199.54
1	Modicon	BMXDRA1605	X80 16 Relay Output Module	$	253.96	$	253.96
1	Modicon	BMXAMI0810	X80 8 Ch. Isolated Analog Input Module	$	430.68	$	430.68
1	Modicon	BMXAMO0410	X80 4 Ch. Isolated Analog Output Module	$	397.32	$	397.32
1	Modicon	UNYSPULFUV1X	Unity Pro L Single License Software (Upgrade to Existing SN 21163807138)	$	1,368.82	$	1,368.82
					Added Costs Subtotal	$	**25,066.19**
CREDITED COSTS							
Pumping Station Control Panel							
-1	Modicon	140XBP01600	Quantum backplane, 16 slot 671 x 290 mm, 26.4 x 11.4 in.	$	621.49	$	(621.49)
-1	Modicon	140CPS11420	Quantum Power Supply, 115 / 230 Vac, Summable, 11 A.	$	983.38	$	(983.38)
-1	Modicon	140CPU31110	Unity Quantum Processor with 400 Kb processor.	$	3,609.68	$	(3,609.68)
-3	Modicon	140DAI55300	Quantum discrete AC input, 32 Pt. 115 Vac 4 groups of 8.	$	915.53	$	(2,746.59)
-1	Modicon	140DAO84000	Quantum discrete AC output, 16 Pt. 24–230 Vac isolated, 4 A RMS per Pt.	$	733.55	$	(733.55)
-1	Modicon	140ACI03000	Quantum Analog Input–Unipolar High Speed, 4–20 mA or 1–5 Vdc, 12 bit, 8 channel.	$	1,463.00	$	(1,463.00)
-2	Modicon	140ACO02000	Quantum Analog Current Output, 4 channel, 4–20 mA, 12 bit, 500 Vac ch-ch isolation.	$	1,463.00	$	(2,925.99)
-7	Modicon	140XTS00200	Quantum accessories, 40 Pt. I/O terminal strip.	$	37.53	$	(262.68)
-1	Modicon	140NOE77101	Quantum Ethernet Module Network Option Ethernet TCP/IP, Full Duplex Twisted Pair (10 / 100 Mbps) and Fib	$	1,843.91	$	(1,843.91)
-1	Modicon	140CRP93100	Quantum remote I/O processor interface, S908 RIO Head, single cable, one F-type coaxial, 1.544 Mbits/s.	$	1,463.00	$	(1,463.00)
-1	Modicon	140NRP95400	Remote I/O S908 fiber optic repeater.	$	1,953.40	$	(1,953.40)
CSO Storage Facility Control Panel							
-1	Modicon	140XBP01600	Quantum backplane, 16 slot 671 x 290 mm, 26.4 x 11.4 in.	$	621.49	$	(621.49)
-1	Modicon	140CPS11420	Quantum Power Supply, 115 / 230 Vac, Summable, 11 A.	$	983.38	$	(983.38)
-4	Modicon	140DAI55300	Quantum discrete AC input, 32 Pt. 115 Vac 4 groups of 8.	$	915.53	$	(3,662.12)
-4	Modicon	140DAO84000	Quantum discrete AC output, 16 Pt. 24–230 Vac isolated, 4 A RMS per Pt.	$	733.55	$	(2,934.22)
-1	Modicon	140ACI03000	Quantum Analog Input–Unipolar High Speed, 4–20 mA or 1–5 Vdc, 12 bit, 8 channel.	$	1,463.00	$	(1,463.00)
-9	Modicon	140XTS00200	Quantum accessories, 40 Pt. I/O terminal strip.	$	37.53	$	(337.73)
-1	Modicon	140CRA93100	Quantum remote I/O drop adapter, S908 RIO, single cable, one F-type coaxial.	$	1,463.00	$	(1,463.00)
-1	Modicon	140NRP95400	Remote I/O S908 fiber optic repeater.	$	1,953.40	$	(1,953.40)
Overflow Chamber Control Panel							
-1	Modicon	140XBP01000	Quantum backplane, 10 slot 428 x 290 mm, 16.8 x 11.4 in.	$	476.01	$	(476.01)
-1	Modicon	140CPS11420	Quantum Power Supply, 115 / 230 Vac, Summable, 11 A.	$	983.38	$	(983.38)
-1	Modicon	140DAI55300	Quantum discrete AC input, 32 Pt. 115 Vac 4 groups of 8.	$	915.53	$	(915.53)
-1	Modicon	140DAO84000	Quantum discrete AC output, 16 Pt. 24–230 Vac isolated, 4 A RMS per Pt.	$	733.55	$	(733.55)
-1	Modicon	140ACI03000	Quantum Analog Input–Unipolar High Speed, 4–20 mA or 1–5 Vdc, 12 bit, 8 channel.	$	1,463.00	$	(1,463.00)
-3	Modicon	140XTS00200	Quantum accessories, 40 Pt. I/O terminal strip.	$	37.53	$	(112.58)
-1	Modicon	140CRA93100	Quantum remote I/O drop adapter, S908 RIO, single cable, one F-type coaxial.	$	1,463.00	$	(1,463.00)
-1	Modicon	140NRP95400	Remote I/O S908 fiber optic repeater.	$	1,953.40	$	(1,953.40)

Micro-Tech Designs, Inc.

				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				Credited Costs Subtotal	$ (40,125.45)
				Material Subtotal	$ (15,059.26)
0	MTD		Hrs. Drafting	$ 62.00	$ -
0	MTD		Hrs. Engineering	$ 148.00	$ -
0	MTD		Hrs. Production	$ 99.50	$ -
0	MTD		Hrs. Field Service	$ 124.00	$ -
				Labor Subtotal	$ -
				Change Subtotal	$ (15,059.26)
				Sales Tax (0%)	$ -
				Change Grand Total	**$ (15,059.26)**

Regular Council Agenda
July 17, 2018

Description

Order authorizing the execution of a Memorandum of Understanding with MD State Highway Administration for the City's waterline replacement under the bridge on Route 51 to be included in SHA's current bridge improvements project; estimated fees to be paid by the City for replacement costs is $475,000

Approval, Acceptance / Recommendation

It is the Engineering Division's recommendation for the Mayor to execute a MOU with the State Highway Administration (SHA) for the City's waterline under the bridge on Route 51 to be included in the SHA Project. The City will reimburse SHA for the periodic invoices that are incurred for the waterline replacement only. SHA will cover all construction costs related to the project outside the waterline replacement. Estimated total fees to be reimbursed to SHA by the City is $475,000.00

☑ Budgeted

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

Value of Award (if applicable)

$475,000.00

Source of Funding (if applicable)

Bond funding

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** July 17, 2018

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Maryland Department of Transportation State Highway Administration (MDOT SHA) for the replacement of the City's water line under the Route 51 bridge (Bridge No. 1092), during the MDOT SHA's current improvements to the bridge, with the City reimbursing the MDOT SHA for certain replacement costs in the estimated total fee of Four Hundred Seventy-five Thousand Dollars and No Cents ($475,000.00).

_____

Mayor Brian K. Grim

Bond Funding

MEMORANDUM OF UNDERSTANDING

REPLACEMENT OF CITY OF CUMBERLAND WATER LINE ATTACHED TO THE BRIDGE NO. 1092 ON MD 51 (INDUSTRIAL BOULEVARD) OVER MD 61 (CANAL PARKWAY) AND CSX TRANSPORTATION

by and between

CITY OF CUMBERLAND

and

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

THIS MEMORANDUM OF UNDERSTANDING (MOU), executed in duplicate, made effective on this _____ day of _____ , 2018 by and between the Maryland Department Transportation State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter called "**MDOT SHA**", and City of Cumberland, in Allegany County, Maryland, hereinafter called "**CITY**."

WHEREAS, MDOT SHA is currently designing improvements which will consist of the replacement of the deck and rehabilitation of Bridge No. 1092 on MD 51 (Industrial Boulevard) within city limits of the CITY under MDOT SHA's Contract No. AL4795180 ("**IMPROVEMENTS**"); and

WHEREAS, the CITY has a water line attached to the underside of the Bridge No. 1092; and

WHEREAS, the CITY has requested, and MDOT SHA has agreed, to include the replacement of the CITY water line portion attached to the bridge, hereinafter called "**REPLACEMENT**." as part of the IMPROVEMENTS, under MDOT SHA's Contract No. AL4795180; and

WHEREAS, the CITY shall provide funding for the design and construction of the REPLACEMENT of the water line portion attached to the bridge ("**CITY COST**"); and

WHEREAS, upon completion of construction of the REPLACEMENT by MDOT SHA, the CITY shall be responsible to maintain the water line portion attached to the bridge once constructed; and

WHEREAS, the IMPROVEMENTS and REPLACEMENT are sometimes hereinafter collectively called the "**PROJECT**"; and

WHEREAS, MDOT SHA and the CITY agree that this MOU is in the mutual interest of the parties and is a benefit to the citizens of the State of Maryland and the CITY.

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: that for and in consideration of the mutual promises by each party hereto unto the other, and other good and valuable considerations, the receipt and adequacy whereof is

hereby acknowledged, be it understood that MDOT SHA and the CITY do hereby agree as follows:

I. PROJECT DESCRIPTION:

The PROJECT shall generally consist of design, acquisition of the required Utility Permits/approvals from CSX Transportation and construction of the IMPROVEMENTS and the REPLACEMENT.

A. The IMPROVEMENTS shall generally consist of the design and construction of the replacement of deck and rehabilitation of Bridge No. 1092 on MD 51 (Industrial Boulevard) over MD 61 (Canal Parkway and CSX Transportation active railroad at mile point 0.48).

B. The REPLACEMENT shall generally consist of the disconnection of the twelve-inch (12") water line portion attached to the underside of bridge No. 1092, while the bridge deck is removed, and the line is accessible from above. Exchange of the old pipe with a new one, and reconnection of the both end pieces of the pipe to the existing water line. Plan attached hereto **as *Exhibit "A".***

II. PROJECT DESIGN PHASE

A. MDOT SHA RESPONSIBILITIES:

1. MDOT SHA shall accomplish, or cause to be accomplished, all tasks necessary to design the PROJECT.
2. MDOT SHA shall provide the CITY with four (4) sets of proposed final plans, and estimates for REPLACEMENT for review and comment.
3. In the event MDOT SHA desires to revise the REPLACEMENT plans subsequent to final plan approval, but prior to initiation of construction activities, MDOT SHA shall provide the CITY with written notification of said revisions including estimated costs. The approval of the CITY for revisions to the REPLACEMENT will be requested but is not required.

B. CITY RESPONSIBILITIES:

1. The CITY shall provide MDOT SHA with written review comments for all data or materials provided by MDOT SHA for review within fifteen (15) working days following the CITY's receipt thereof.
2. In the event the CITY desires to revise the plans for the REPLACEMENT subsequent to final plan approval, but prior to initiation of construction activities, the CITY shall provide MDOT SHA with written notification of the proposed revision including estimated costs. All proposed revisions submitted by the CITY shall be subject to MDOT SHA approval, the approval or denial shall occur within ten (10) working days of MDOT SHA's receipt thereof.
3. The CITY shall provide MDOT SHA with all requested information and Utility Permits/ Approvals from CSX Transportation, which the CITY may

have that are needed to assist MDOT SHA in the design of the REPLACEMENT.

III. RIGHT -OF-WAY PHASE

By execution of this MOU, the CITY grants MDOT SHA, its contractual agents, servants, employees, users and/or invitees a temporary Right-of-Entry solely for the purpose of inspections and repair of the REPLACEMENT, under the supervision and control of the CITY and in accordance with the terms and conditions of this MOU.

IV. CONSTRUCTION PHASE

A. MDOT SHA RESPONSIBILITIES:

1. MDOT SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services for the PROJECT.
2. In the event that revisions to the PROJECT are required in MDOT SHA's sole judgment due to conditions encountered during construction, said revisions shall be promptly made by MDOT SHA without prior concurrence by the CITY in order to minimize or eliminate possible delay claims by MDOT SHA's construction contractor. The approval of the CITY for revisions to the PROJECT will be requested but is not required.
3. MDOT SHA shall provide the CITY with a copy of the apparent low bid which shall identify items associated with construction of the REPLACEMENT.
4. MDOT SHA shall coordinate all utility relocations for the construction of the PROJECT in accordance with MDOT SHA's Standard Utility Policy and prior rights.
5. MDOT SHA shall not be responsible for any errors in installation of REPLACEMENT not identified as erroneous by the CITY prior to or subsequent to the PROJECT being deemed complete and accepted by the CITY for maintenance.

B. CITY RESPONSIBILITIES:

1. In the event the CITY desires to make revisions to the REPLACEMENT during construction, it shall promptly submit a request in writing to MDOT SHA for MDOT SHA approval, including the requested revisions and their estimated costs. MDOT SHA may include such revisions in the PROJECT plans, provided that those revisions comply with MDOT SHA's policies and specifications; however, MDOT SHA shall retain sole authority to determine such compliance. The CITY agrees that any additional costs incurred by SHA to implement the revisions requested by the CITY shall be the sole responsibility of the CITY.

2. The CITY at its option and expense, may provide an inspector during construction of the REPLACEMENT.

3. The CITY shall also be responsible for any adjustments for the REPLACEMENT not identified by CITY Inspector.

V. DESIGN PHASE FUNDING.

A. MDOT SHA RESPONSIBILITIES:

1. MDOT SHA shall provide a detailed invoice to the CITY, on a periodic basis, and all actual documented costs incurred by MDOT SHA for all activities related to the design of the REPLACEMENT, including MDOT SHA STAFF COST (MDOT SHA's direct salaries and payroll burden and overhead), and other direct costs for consultant service fees and document preparation, which invoices shall be paid by the CITY. The invoice shall be accompanied by normal documentation from MDOT SHA to evidence actual costs incurred.

B. CITY RESPONSIBILITIES**:**

1. Within thirty (30) days following the receipt of periodic invoices, the CITY shall reimburse SHA for all actual costs incurred by SHA in designing the REPLACEMENT, including MDOT SHA STAFF COSTS**.** For purposes of this MOU, the CITY's reimbursement to MDOT SHA for the design of the REPLACEMENT is estimated to be Seventy-Five Thousand Dollars ($75,000).

2. The CITY shall be responsible for all costs incurred by the CITY in the review of the PROJECT documents.

3. The CITY shall be responsible for all costs associated with providing information requested by MDOT SHA for the design of the REPLACEMENT.

VI. CONSTRUCTION PHASE FUNDING

A. MDOT SHA RESPONSIBILITIES:

1. The estimated cost to construct the IMPROVEMENTS, including MDOT SHA's direct salaries and payroll burden and overhead for Construction Engineering Services and other direct costs such as consultant services and materials is approximately Eight Million Five Hundred Thousand Dollars and 00/100 Cent ($8,500,000.00).

2. MDOT SHA shall fund all costs associated with the construction of the IMPROVEMENTS.

3. MDOT SHA shall invoice the CITY for all costs associated with the REPLACEMENT.

B. CITY RESPONSIBILITIES:

1. The CITY shall reimburse MDOT SHA within thirty (30) days of receipt of each periodic invoice for One Hundred percent (100%) of all documented costs incurred by SHA in constructing the REPLACEMENT including MDOT SHA's direct and indirect costs incurred under MDOT SHA contract No. AL4795180.

2. The estimated cost to construct the REPLACEMENT, including MDOT SHA's direct salaries and payroll burden and overhead for Construction Engineering Services is Four Hundred Thousand Dollars and 00/100 Cent ($400,000.00)

.

VII. GENERAL

A. The total amount to be reimbursed to MDOT SHA by the CITY for the CITY's portion of the PROJECT is estimated to be Four Hundred Seventy Five Thousand Dollars and 00/100 Cents ($475,000.00), such amount to consist of: (a) design cost, (b) construction cost and (c) MDOT SHA's inspection cost. Each cost includes: direct salaries, payroll burden and overhead (administrative and general expenses) and costs for Construction Engineering Services. This is only an estimate and the CITY agrees to reimburse MDOT SHA for all the actual costs to design, construct subject to prior rights determination and inspect the REPLACEMENT.

B. In the event MDOT SHA does not receive payment of invoices within thirty (30) days after the CITY has received an invoice, MDOT SHA will notify the CITY of the overdue payment and provide the CITY the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days of MDOT SHA notification, MDOT SHA will then notify the CITY in writing, that MDOT SHA will make a deduction from the CITY's share of Highway User Revenue, to the extent permitted by law, equal to the overdue invoice amount(s).

C. All MDOT SHA invoices shall be accompanied by the sufficient documentation as determined by MDOT SHA to evidence actual cost incurred. If the CITY requires additional documentation, the CITY may have CITY authorized personnel visit MDOT SHA to verify all documentation and conduct independent audits. The CITY is to contact:

Ms. Carmella Ezekwe, Chief
Accounts Receivable Section
Office of Finance
MDOT State Highway Administration
Mail Stop C-504
707 N. Calvert Street
Baltimore, MD 21202
Email: cezekwe@sha.state.md.us
Phone: 410.545.5745

D. Whenever the approval of MDOT SHA or the CITY is required under this MOU, such approval will not be unreasonably withheld, denied or delayed. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.

E. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.

F. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law.

G. Following the completion of construction of the PROJECT, the CITY shall own and maintain the REPLACEMENT and MDOT SHA shall issue a PERMIT to the CITY for a Temporary Right of Entry to inspect, maintain and repair the REPLACEMENT.

H. The recitals (WHEREAS clauses) are incorporated herein as part of this MOU.

I. Allegany County, Maryland is not liable for any obligation of the CITY under this MOU.

J. All notices, if to the CITY, shall be in writing and hand delivered with receipt obtained therefore, or mailed postage prepaid to the other party by certified mail return receipt requested, to the following:

if to the CITY:

John DiFonzo
Cumberland City Engineer
57 North Liberty Street
Cumberland, Maryland 21502
Phone: 301-759-6600
e-mail: john.difonzo@cumberlandmd.gov

if to MDOT SHA:

Anthony Crawford
District Engineer D6
MDOT State Highway Administration
1251 Vocke Road
LaVale MD 21502
Phone: 301-729-8400
E-mail: acrawford@sha.state.md.us

with a copy to:

MDOT SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
Mail Stop C-405
707 N. Calvert Street
Baltimore MD 21202

Phone: 410-545-5547
E-mail:SHAAgreementsTeam@sha.state.md.us

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their proper and duly authorized officers, on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

_____ **By:** _____(SEAL)
WITNESS

Tim Smith, P.E.
Deputy Administrator/Chief Engineer
for Operations

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

_____
Jason A. Ridgway, P.E.
Deputy Administrator
For Planning, Preliminary Engineering,
Real Estate and the Environment

_____
Lisa B. Conners
Deputy Administrator for Administration

_____
William J. Bertrand
Director
Office of Finance

CITY OF CUMBERLAND
A body corporate and politic

WITNESS/ATTEST:

_____ BY:_____(SEAL)

Name: Brian K. Grim
Clerk Mayor

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RECOMMENDED FOR APPROVAL:

_____ BY:_____

Name: John Di Fonzo
City Attorney Cumberland City Engineer

Regular Council Agenda
July 17, 2018

Description

Order allowing for Special Taxing District tax exemptions for the 2018/2019 tax year for 50 & 52 N. Centre St. in the amount of $299.97; 43 & 45 N. Liberty St. in the amount of $199.27; and 45 N. Centre St. in the amount of $537.32

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:** __July 17, 2018__

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

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

Property / Owner	Tax Year / Account No.	Total Tax Due	Exemption Amt.
43 & 45 N. Liberty St. - Humbertson	2018-2019 Tax No. 14005773	$199.27	$199.27
50 & 52 N. Centre St. – Humbertson	2018-2019 Tax No. 14005781	$299.98	$299.97
45 N. Centre St. - Rhee	2018-2019 Tax No. 14003207	$537.32	$537.32

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

_____

Brian K. Grim, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2018

I, Mr. & Mrs. William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 50 and 52 N Centre Street, Cumberland, MD 21502

My request is based upon the fact that:

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

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

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

Residential 50 %

Industrial _____ %

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

Signed: William Humbertson

Date: 07-09-18

For City use

Tax Account No: 14 005781 4P

	Assessed Amount	Tax Amount
Original	131567	599.95
Exempt	65783	299.97
Billable	65784	299.98

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2018

I, Mr. & Mrs. William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 43 and 45 N Liberty Street, Cumberland, MD 21502

My request is based upon the fact that:

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

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

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

Residential 50 %

Industrial _____ %

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

Signed: [illegible]

Date: 07-09-18

For City use

Tax Account No: 14 005773 4P

	Assessed Amount	Tax Amount
Original	87400	398.54
Exempt	43700	199.27
Billable	43700	199.27

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2018

I, Mr. Daniel Rhee request an exemption from the Special Taxing District Levy for property owned by me at: 45 N. Centre Street, Cumberland, MD 21502

My request is based upon the fact that:

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

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

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

Residential 50 %

Industrial _____ %

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

Signed: [signature]

Date: 07-09-18

For City use

Tax Account No: 14 003207 4P

	Assessed Amount	Tax Amount
Original	235667	1074.64
Exempt	117833	537.32
Billable	117834	537.32

Regular Council Agenda
July 17, 2018

Description

Order approving a Lease Agreement with The Manhattan Social to allow for outdoor dining in certain areas of the public right of way adjacent to 65-69 Baltimore Street for a one-year period beginning July 17, 2018, with the condition that the use of Area A is contingent upon final approval by the Fire Marshall

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: _____July 17, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and The Manhattan Social to allow outdoor dining in the public right of way adjacent to 65-69 Baltimore Street for the period of July 17, 2018 through July 16, 2019;

NOTWITHSTANDING, THAT, the Fire Marshall shall provide final approval or disapproval of the use of Area A designated on the map attached as Exhibit I.

_____

Brian K. Grim, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2018, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and The Manhattan Social ("Lessee").

WHEREAS, Lessee operates a restaurant at 65-69 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee certain parcels of property located on the public right-of-way adjacent to Lessee's restaurant which encompass that portion of the right-of-way directly to a depth of 3 feet 7 inches and width of 31 feet 6 inches (Area A), a depth of 14 feet 4 inches and width of 56 feet 2 inches (Area B), and a depth of 3 feet 5 inches and width of 96 feet (Area C), the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on July 17, 2018 and shall terminate on July 16, 2019 unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar ($1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the **"Mayor and City Council of Cumberland"** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Francisco Beltran
The Manhattan Social
65-69 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

22. 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.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

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

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

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____ _____
WITNESS LESSEE

Regular Council Agenda
July 17, 2018

Description

Order authorizing execution of a Lease Agreement with the Corner Tavern and Cafe LLC to allow for the use of the public right of way for outdoor dining in areas adjacent to 171 N. Centre Street for the period of one year beginning July 17, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____July 17, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and the Corner Tavern and Café LLC to allow outdoor dining in the public right of way adjacent to 171 N. Centre Street for the period of July 17, 2018 through July 16, 2019;

_____

Brian K. Grim, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2018, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and the Corner Tavern and Café LLC("Lessee").

WHEREAS, Lessee operates a restaurant at 171 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of forty-eight (48) inches on Hanover Street and forty (40) inches on N. Centre Street, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on July 17, 2018 and shall terminate on July 16, 2019 unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar ($1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the **"Mayor and City Council of Cumberland"** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Gregory Bender (owner)
Corner Tavern and Café
171 N. Centre Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

22. 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.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

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

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

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____ _____
WITNESS LESSEE

Regular Council Agenda
July 17, 2018

Description

Order authorizing that the name of the Waste Water Treatment Plant be changed to the John J. DiFonzo Water Reclamation Facility 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: _____July 17, 2018____**

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

THAT, the name of the Waste Water Treatment Plant located at 400 E. Offutt Street be and is hereby changed to the John J. DiFonzo Water Reclamation Facility effective this date.

_____

Brian K. Grim, Mayor

Regular Council Agenda
July 17, 2018

Description

Order accepting the sole source proposal from Gwin, Dobson & Foreman to provide engineering services for the Optimization of the Cumberland WWTP Aeration System Project (23-18-WWTP) for a lump sum fee not to exceed $88,000, with funding to be provided through a grant from MD Department of the Environment

Approval, Acceptance / Recommendation

Sole Source recommendation and approval attached.

☐ Budgeted

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

Value of Award (if applicable)

$88,000

Source of Funding (if applicable)

MDE Grant

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____July 17, 2018____**

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

THAT, the sole source proposal from Gwin, Dobson & Foreman, 3121 Fairway Drive, Altoona, PA 16602, to provide engineering services for the Optimization of the Cumberland WWTP Aeration System Project (23-18-WWTP) for a lump sum fee not to exceed Eighty-Eight Thousand Dollars ($88,000) be and is hereby accepted.

_____

Brian K. Grim, Mayor

Funding: MDE Grant

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Gwin Dobson & Foreman (GD&F) professional services proposal for the Optimization of the Cumberland WWTP Aeration System.

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Fri, Jul 13, 2018 at 4:15 PM
To: Raquel Ketterman <raquel.ketterman@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Rodney Marvin <rodney.marvin@cumberlandmd.gov>

Approved

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

Email: jeff.rhodes@cumberlandmd.gov
Website: www.cumberlandmd.gov

On Fri, Jul 13, 2018 at 12:29 PM, Raquel Ketterman <raquel.ketterman@cumberlandmd.gov> wrote:

Jeff -

This is to request a sole source to Gwin Dobson & Foreman (GD&F) for professional services of the Optimization of the Cumberland WWTP Aeration System.

GD&F is currently conducting the Wastewater Treatment Plant Evaluation (15-17-WWTP). This project has been specified as one that would greatly reduce the energy used in the aeration system saving the City over $100,000 per year in energy cost at the plant.

As a result of the recommendation to improve the system, the City is being awarded and MDE Grant up to $1 million to complete the project. If funds allow after construction, some of the design work may be reimbursed by the grant up to the award amount. GD&F assisted the City in the analysis and paperwork to obtain the grant.

Additionally, in order to qualify for the grant the project must begin construction by June 30, 2019. Which means the City has a tight timeline to have the design, bid documents and qualifying bids reviewed and approved in order to meet the grant deadline.

The cost of services are as follows for a total of $88,000 (proposal is attached):
Preliminary Design - $30,000
Permitting - $7,500
Final Design - $38,000
Project Bidding - $12,500

Please let me know if you require further documentation or have any questions.

Sincerely,
Raquel J. Ketterman
Environmental Specialist
City of Cumberland
Engineering Division
57 N. Liberty Street
Cumberland, MD 21502

301-759-6604

raquel.ketterman@cumberlandmd.gov

GD&F
GWIN
DOBSON &
FOREMAN
ENGINEERS

July 12, 2018

Robert Smith, P.E., Senior Engineer
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

RE: Professional Engineering Services Proposal
Optimization of the Cumberland WWTP Aeration System
Project Number: 23-18-WWTP

Dear Mr. Smith:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is pleased to present the following engineering services proposal for your "Optimization of the Cumberland WWTP Aeration System" project. It is our understanding that you wish to replace blowers, valves, instrumentation and upgrade the SCADA.

Understanding of the Project

GD&F proposes to provide engineering services for the design, permitting and bid phase portions of the project. The project includes replacement of the four (4) existing blowers which are used to supply air to the activated sludge process. Air is supplied to aeration zones within each of the three (3) reactors. The existing air supply valves are all manually operated which makes it difficult to precisely control the air to each zone. GD&F is proposing to replace the existing blowers with energy efficient high speed turbo blowers as manufactured by Aerzen. The design would include four (4) new blowers, automatic control valves and flow meters on the air piping to each aeration zone. Dissolved oxygen (DO) and oxidation reduction potential (ORP) probes will also be installed within each reactor. The design will include mechanical piping, blower master control panel, variable frequency drives, and all related electrical and SCADA system upgrades associated with the blower controls.

The new blowers will be controlled via dissolved oxygen setpoints in each aeration zone. The blowers, in conjunction with the variable frequency drives and flow meters will then automatically convey the required amount of air to each zone. This will further assist in the nitrification and denitrification processes within the reactors which will help improve total nitrogen removal and reduce methanol addition to the denitrification filters.

Proposed Services

GD&F proposes the following Scope of Work:

1. GD&F will attend an onsite kick-off meeting with the City to discuss the overall scope of the project. The proposed scope of work will be submitted to the City for review and approval prior to commencing design.

2. GD&F will prepare all required demolition drawings of the existing blowers, piping, valves, instrumentation and electrical components.

3. GD&F will provide design calculations and sizing of the new blowers, valves, flow meters, piping, VFDs and electrical service. These calculations will be used to prepare a design engineer's report.

4. GD&F will prepare and submit permit forms, a design engineer's report, drawings and specifications as required to obtain the MDE construction permit.

5. GD&F will prepare modification drawings including all associated mechanical and electrical work. Also included will be HVAC design revisions as necessary to accommodate the new blower inlet and exhaust air requirements.

6. GD&F will prepare a complete set of Contract Specifications including all bidding and contract information, general requirements, and detailed specifications regarding demolition, equipment, mechanical, instrumentation, HVAC and electrical work.

7. GD&F will meet with the City throughout the project design as necessary.

8. GD&F will provide electrical input and output lists, SCADA interconnection details, SCADA screen development review and a sequence of controls for the proposed aeration system improvement project.

9. GD&F will provide four (4) complete sets of all Contract Bidding Documents including the Specifications and Contract Drawings.

10. GD&F will provide Bid Phase Services including preparing bidding forms, advertisement for bids, issuing Addendums and addressing bidder questions, attending an onsite pre-bid conference and reviewing bids and making recommendation of bidders.

Proposed Schedule

GD&F is available to attend a kick-off meeting immediately upon written authorization from the City. The design will be completed within three (3) to four (4) months and no later than December 1, 2018 if written authorization is provided prior to August 1, 2018. It is anticipated to submit the project for permit review within three (3) months of authorization. The expected bid phase is four (4) to six (6) weeks after design is complete.

Proposed Cost

GD&F will provide the above scope of services for an estimated, not-to-exceed, fee of $88,000.00 per the breakdown below. Invoices will be submitted on a monthly basis. Payment will be made on a lump sum basis in proportion to the amount of work completed during the month, less previous invoices. The lump sum fee includes direct expenses such as printing/copying, mileage, postage, etc. as necessary to complete the services. Payment is due within thirty (30) days of invoicing. GD&F will perform the services identified in accordance with our attached Standard Terms and Conditions. Design is based upon an estimated construction cost of $1,100,000 (see attached correspondence).

GD&F will perform the services listed above based a lump sum fee of **$88,000** as follows:

1.	Preliminary Design	$ 30,000
2.	Permitting	$ 7,500
3.	Final Design	$ 38,000
4.	Project Bidding	$ 12,500

See attached hourly estimate cost of service breakdown for additional information.

We appreciate the opportunity to submit this proposal. To authorize the services, please complete the following authorization section of this proposal and return a signed copy to our office. If you have any questions, please contact our office at your convenience.

Respectfully submitted,
GWIN, DOBSON & FOREMAN, INC.

Christopher M. Eckenrode

Christopher M. Eckenrode, P.E.
Senior Project Engineer

Enclosures
CME/amk
Prop/2018/CumberlandWWTPAeration_7-12-18.doc
cc: File

ACCEPTANCE OF PROPOSAL

The City of Cumberland hereby accepts the above service and cost proposal according to the attached Terms and Conditions.

_____ _____
Authorized Representative Date

_____
Attest/Witness

Jim L. Balliet

From: Rodney Marvin <rodney.marvin@cumberlandmd.gov>
Sent: Tuesday, May 29, 2018 5:36 PM
To: Jim L. Balliet
Subject: Re: WWTF - Blower Replacement Estimate

The WWTP has an average D.O. of 6 ppm by keeping first pass/zone in each reactor at 2-3 mg/L... thus some of the other zones are as high as 9 ppm..... would it be safe to expect a 50% reduction in air volume and thus an equivalent energy savings?

Sent from my iPhone

On May 29, 2018, at 3:25 PM, Jim L. Balliet <jballiet@gdfengineers.com> wrote:

Hi Rodney,

In response to your request, I offer the following:

The City currently has four blowers to supply air to the activated sludge process. There are two Hibon 911 blowers and two Roots/Dresser Rotary Lobe blowers. The City relies solely on the newer Hibon blowers since the Roots/Dresser blowers have been out of service for more than ten years. Air is supplied to the four aeration zones within each of the three reactors. The existing air supply valves are all manually operated and any change to one zone affects the air supply to the other zones. It is very difficult to balance the air to the three reactors and it does not allow the precise air supply required to optimize both nitrification and denitrification.

We propose to replace the existing blowers with very efficient high speed turbo blowers from Aerzen. The installation would include four new blowers, automatic control valves and flow meters on the air piping to each aeration zone and dissolved oxygen and ORP probes in each oxic and anoxic zone. The estimate includes the blower and master control panel installation, mechanical and electrical work and the necessary SCADA system upgrades. The following budgetary estimate was prepared:

1.	High Speed Turbo Blowers (4)	$480,000
2.	Butterfly Valves/Actuators (12)	$ 80,000
3.	Air Flow Meters	$ 40,000
4.	DO/ORP Analyzers (24)	$ 150,000
5.	Mechanical Piping/Installation	$ 125,000
6.	Electrical/Control Wiring	$ 175,000
7.	MCP/SCADA Upgrade	$ 50,000
	Total Estimated Cost:	$1,100,000

The new blowers would allow the operators to set precise dissolved oxygen setpoints within each aeration zone to achieve complete nitrification while minimizing dissolved oxygen carryover into the anoxic zones to maximize denitrification. The optimization of the nitrification and denitrification processes within the three reactors will improve total nitrogen removal and reduce the methanol addition to the denitrification filters.

It should be noted that this estimate is a planning level estimate based on our preliminary site visits and no design work has been completed.

If you need additional information, please let me know.

Thanks,

Jim.

James. L. Balliet | Facilities Planning Director - Corporate Secretary
GWIN, DOBSON & FOREMAN, INC. | gdfengineers.com
(814) 943-5214 | 3121 Fairway Drive Altoona, PA 16602

Optimization of the Cumberland WWTP Aeration System
City of Cumberland Wastewater Treatment Plant

Gwin, Dobson & Foreman, Inc.
Engineering, Design, Permitting and Bid Phase Services
Estimated Cost of Engineering Services

Estimate Scope of Services

Confirm new blower sizing, output and electrical requirements; layout and design of blowers and components, confirm blower dimensions; review building space needs; modify mechanical piping to accommodate new blowers; confirm motor output; SCADA interface and motor starters and MCC revisions based on motor revisions; design electrical interconnections (blower control interface by manufacturer; prepare CAD drawings with sufficient detail for proper installation; coordinate layout and design with Owner and mfg'r.; prepare MDE Construction Permit for revised blower sizes/outputs including permit application and design engineers report; compile specifications based on mfg'r. standard specs; project design meetings; provide new blower controls sequence; perform bid phase services

Estimated Cost of Services

Labor Personnel	**Hours**	**Rate**	**Total Cost**		
James Balliet, Facilities Planning Director	75	$ 135.00	$ 10,125.00		
James Potopa, P.E., Sr. Project Mechanical Engineer	175	$ 107.50	$ 18,812.50		
Andrew Johnson, P.E., Sr. Project Electrical Engr.	60	$ 135.00	$ 8,100.00		
Andrew Arnold, P.E., Design Operations Director	40	$ 110.00	$ 4,400.00		
Matt Richey, Electrical Designer	60	$ 80.00	$ 4,800.00		
James Anna, Senior Designer	260	$ 78.75	$ 20,475.00		
Heidi Orner, Electrical CADD Technician	100	$ 65.00	$ 6,500.00		
Brandon Plummer, Sr. CADD Technician	140	$ 60.00	$ 8,400.00		
Mary Alice Kauffman, Admin.	80	$ 60.00	$ 4,800.00		
Sub-Total, Labor	**990**			**$**	**86,412.50**
Reimbursable Expenses					
Mileage	300	$ 0.55	$ 165.00		
Reproduction (ppc)	2500	$ 0.13	$ 325.00		
Reproduction (drawings)	250	$ 2.00	$ 500.00		
Telecomm (at cost)	$ 100	LS	$ 100		
Postage/Courier Service (at cost)	$ 300	LS	$ 300		
Miscellaneous (at cost)	$ 150	LS	$ 150		
Sub-Total, Reimbursable Expenses				**$**	**1,540.00**
Total Estimate Cost of Services				**$**	**87,952.50**
			USE	**$**	**88,000.00**

GWIN, DOBSON & FOREMAN, INC.	**Proposal/Agreement Date:**	**July 12, 2018**
General Conditions for	**Name of Client:**	**City of Cumberland**
Consulting Services	**Project Name:**	**Optimization of Cumberland WWTP Aeration System**

These General Conditions are a part of each agreement between Gwin, Dobson & Foreman, Inc. (GD&F) and its client for the performance of consulting services. In these General Conditions, Gwin, Dobson & Foreman, Inc. who will be performing the services is called GD&F, the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

Section 1: Services by GD&F

1.1 **Scope of services; standard of care.** GD&F will perform the services described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both parties. In performing the services, GD&F will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. GD&F will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by GD&F.

1.2 **Estimates.** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by GD&F will represent its best judgment based on its experience and available information. However, Client recognizes that GD&F has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, GD&F does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by GD&F.

1.3 **Hazardous materials.** GD&F services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where GD&F is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to GD&F in writing shall entitle GD&F to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.

1.4 **Other contractors.** GD&F shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. GD&F services and/or presence at a site shall not relieve others of their responsibility to Client or to others. GD&F shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend GD&F against any claims arising out of such failures.

1.5 **Health and safety.** GD&F shall not be responsible for health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. GD&F shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. For separate consideration and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Client agrees to indemnify, hold harmless and defend GD&F to the fullest extent permitted by law against any and all claims resulting from or related to bodily injury or

death arising out of such conditions or deficiencies or the actions or failure to act of others, regardless of whether GD&F is claimed or deemed to have been negligent in connection therewith. So as not to discourage GD&F from voluntarily addressing health or safety issues while at Client's site, in the event GD&F does address such issues by making observations, reports, suggestions or otherwise, GD&F shall nevertheless have no liability or responsibility arising on account thereof, and Client's indemnify set forth above shall apply to any claims arising therefrom.

1.6 **Litigation support.** GD&F will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event GD&F is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse GD&F for its costs and compensate GD&F at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

1.7 **Confidential information.** Although GD&F generally will not disclose without Client's consent, information provided by Client or developed by GD&F in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in GD&F possession, or is obtained from third parties), GD&F shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. GD&F shall notify Client (in advance, except in emergency) of any such disclosure.

1.8 **No warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Section 2: Responsibilities of Client

2.1 **Client requirements.** Client, without cost to GD&F shall:

(a) Designate to GD&F in writing a person to act as Client's representative with respect to the services.
(b) Provide or arrange for access and make all provisions for GD&F to enter any site where services are to be performed.
(c) Furnish GD&F with all available information pertinent to the services.
(d) Furnish GD&F with all relevant information about site conditions and with topographic, property, boundary and right-of-way surveys, as needed.
(e) Furnish GD&F with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
(f) Notify GD&F promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide GD&F with any available documents describing the nature, location and extent of such materials, contamination or conditions.
(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices GD&F has expressly agreed in writing to give.
(h) Inform the owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.

2.2 **Hazards.** Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials except as expressly disclosed to GD&F in writing.

2.3 **Confidentiality.** Client acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to GD&F and agrees not to disclose it or otherwise make it available to others without GD&F express written consent.

2.4 **Documents.** All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by GD&F are instruments of GD&F services and shall remain GD&F property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to GD&F, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without GD&F express written consent.

Section 3: Changes; Delays; Excused Performance

3.1 **Changes.** Unless this Agreement expressly provides otherwise, GD&F proposed compensation represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside GD&F's reasonable control (including changes of law) may develop which would require GD&F to expend additional costs, effort or time to complete the services, in which case GD&F will notify Client and an equitable adjustment will be made to GD&F compensation and the time for performance. In the event conditions or circumstances require the services to be suspended or terminated, GD&F shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

3.2 **Force majeure.** GD&F shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond GD&F reasonable control, and GD&F compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

Section 4: Compensation

4.1 **Rates.** Unless otherwise agreed in writing, GD&F shall be compensated for its services as its standard rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) reasonably incurred in its performance of the service.

4.2 **Invoices.** GD&F may invoice Client on a monthly or other progress billing basis, invoices are due and payable upon receipt by Client. On amounts not paid within thirty (30) days of invoice date, Client shall pay interest from invoice date until payment is received at the rate of 1.5% per month, or if less, the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it shall notify GD&F in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice, and shall pay the portion not in dispute.

4.3 **Suspension, etc.** If payment is not received within forty-five (45) days of the invoice date, GD&F may upon seven (7) days' notice suspend or terminate the services and receive compensation for services previously per-formed and for costs reasonably incurred in connection with the suspension or termination.

4.4 **Collection.** Client shall reimburse GD&F for its costs and expenses (including reasonable attorneys' and witnesses' fees) incurred in any litigation for collection under this Agreement in which GD&F obtains a judgment in its favor.

4.5 **Taxes, etc.** Unless expressly agreed in writing, GD&F fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse GD&F for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide GD&F with a valid exemption certificate.

Section 5: Insurance; Dispute Resolution; Allocation of Risk

5.1 **Insurance.** GD&F will maintain workers compensation insurance as required by law; employers liability, comprehensive general liability and automobile liability insurance each with coverage of at least $1 million per occurrence and will furnish insurance certificates to Client.

5.2 **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statue of limitations, and GD&F may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

5.3 **Indemnification.** Client agrees to identify, hold harmless and defend GD&F from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which GD&F may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") based on or arising in whole or in part out of GD&F performance under this Agreement or out of Client's violation of law or breach of this Agreement; provided, however, that Client shall not be obligated to indemnify GD&F to the extent such damages are caused directly by the negligence or willful misconduct of GD&F.

5.4 **Indemnification regarding hazardous materials.** Client acknowledges that GD&F does not have any responsibility for pre-existing Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that GD&F compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for separate consideration and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless and defend GD&F against all Damages arising out of or related to any Oil or Hazardous Materials located at or removed from the site, including Damages such as costs of response or remediation arising out of the application of common law or statues such as RCRA, CERCLA, amendments to "Superfund" laws (SARA), etc. which impose strict liability or joint and several liability; provided, however, that Client shall not be required to indemnify, hold harmless or defend GD&F to the extent such Damages are caused directly by GD&F's gross negligence or willful misconduct.

5.5 **Limitation of liability.** GD&F liability for any and all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, or any other theory of liability, is limited to the total compensation received by GD&F from Client under this Agreement. In no event shall GD&F be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if GD&F has been advised of the possibility of such damages.

5.6 **Employee injury.** Client agrees not to plead or to bring an action against GD&F based on any claim or personal injury or death occurring in the course or scope of the injured or deceased person's employment with GD&F and related to the services performed under this Agreement.

5.7 **Defense.** Any defense of GD&F required to be provided by Client under this Agreement shall be with counsel selected by GD&F and reasonably acceptable to Client.

Section 6: Miscellaneous Provisions

6.1 **Notices.** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged facsimile.

6.2 **Assignment, etc.** Neither Client nor GD&F shall assign or transfer any rights or obligations under this Agreement, except that GD&F may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and GD&F, without the express written consent of both parties. The relationship between Client and GD&F is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.

6.3 **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of Maryland.

6.4 **Entire agreement, etc.** The written document of which these General Conditions are a part is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In no event will the printed terms on any purchase order, work order or other document provided by Client modify or amend this Agreement, even if it is signed by GD&F, unless GD&F signs a written statement expressly indicating that such terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings that comprise this Agreement, the other writings shall govern.

Regular Council Agenda
July 17, 2018

Description

Order adopting a revised "Rules and Regulations for the Government of the Mayor and City Council of Cumberland" to amend Rule No. 22 pertaining to the use of Robert's Rules of Order

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: _____July 17, 2018____**

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

THAT, the revised and attached Rules and Regulations for the Government of the Mayor and City Council of Cumberland be and are hereby adopted in place of the prior version adopted by Order 26,189 on September 19, 2017 and shall amend Rule No. 22 pertaining to the use of Robert's Rules of Order.

_____

Brian K. Grim, Mayor

RULES AND REGULATIONS
for the Government of the
Mayor and City Council of Cumberland

The following rules and regulations are hereby prescribed for the government of the City Council:

RULE 1: Regular Meetings

The City Council shall meet at least twice monthly in regular meeting at such time as may be prescribed by order of the City Council, unless the same be a public holiday, in which event they shall meet the next day at such time as may be prescribed by order of the City Council; provided, however, that such semi-monthly meeting may, by a majority vote of the City Council, be postponed when said City Council considers such postponement necessary to another day, at such time as the City Council shall determine. The semi-monthly meetings shall be held on the first and third Tuesdays of each month unless the meeting dates are changed by the City Council.

RULE 2: Meeting Place

The place of meeting of the City Council shall be Room 212, Council Chambers, City Hall, and no meeting of said body shall be held elsewhere except by a majority vote of all the members elected.

RULE 3: Call to Order

Precisely at the time designated by order, the President of the City Council shall take the chair and call the Council to order.

RULE 4: Order of Business

I. Roll Call
II. Statement of Closed Meeting
III. Proclamations
IV. Certificates and Awards
V. Presentations
VI City Administrator's Report
VII Directors' Reports
VIII Approval of Minutes
IX Public Hearings
X Unfinished Business
XI New Business
XII Public Comments
XIII Adjournment

RULE 5: Special Meetings

Special Meetings of the City Council may be held at any time on the call of the President or two members, upon forty-eight (48) hours notice to every member of the Council; provided, however, that the requirement of a notice shall not be binding in any special meeting at which all members of the Council are present, nor where special circumstances so require.

RULE 6: President of City Council

The Mayor of the City of Cumberland shall act as President of the City Council; he shall preside at all meetings when present and preserve order and decorum; provided, however, in the absence of the President, the members present shall elect a president *pro tem*. He may designate what other member shall take the chair when he may desire temporarily to relinquish the same. He may speak on all questions before the City Council and shall have the right to vote upon all questions before the Council, except in the cases of appeal from his decisions; provided, however, that he shall not have the authority to move or second a matter for consideration or action by the Council. He shall appoint all committees unless otherwise directed by the City Council.

RULE 7: Motions – when reduced to writing

Every motion or proposition shall be reduced to writing on the call of any member, and a motion made and seconded shall be deemed in possession of the City Council and shall be stated by the President or read by the City Clerk previous to debate, and may be withdrawn at any time previous to a vote being taken.

RULE 8: Discussion of pending question

After the previous question has been seconded and the main questions ordered, the member who has introduced, or the City Administrator who has reported the matter under consideration, shall have one-half hour in which to discuss the proposition pending, at the close of which the vote shall be taken.

RULE 9: Appropriation or expenditure of monies

The passage of all ordinances, resolution or orders appropriating money shall be by "yeas" and "nays," and the vote shall be recorded in the journal; and any order, ordinance, resolution, or motion for the expenditure of any sum of money in excess of Twenty-five Thousand Dollars ($25,000.00) shall go to the next meeting before action can be taken thereon, except by

unanimous consent, and shall then be taken up under its proper head in the regular order of business.

RULE 10: Readings of Ordinances / Charter Amendment Resolutions

Every ordinance and charter amendment resolution shall be read three times by title before a vote is taken upon its passage; and no ordinances or charter amendment resolution shall be amended except upon its second reading, and the second reading can only be dispensed with by unanimous consent. Every ordinance and charter amendment resolution shall be read the first time at the meeting at which it shall be introduced, and shall then lie on the table until the next regular meeting, when it shall be read the second time, and it may then be read the third time and final action taken thereon; provided that by unanimous consent, any ordinance or charter amendment resolution may be passed at the meeting of its first reading. After an ordinance or charter amendment resolution has been read a third time, the only business in order is the call of the role upon its final passage.

RULE 11: Amending Ordinances

It shall be the duty of the City Council, in amending any part of an ordinance previously passed or of a code of ordinances, to ordain the same as the chapter, section, and subsection would read when amended.

RULE 12: Consent Agenda

Every Council order shall be placed on a consent agenda; provided, however, that any member of the Mayor and City Council may request to have an order removed from the consent agenda and voted on separately.

RULE 13: Protests

It shall be matter of right and privilege to have received and entered in the journal a protest of a member against any action taken by the City Council.

RULE 14: Reports

All reports to the City Council shall be in writing, signed by the individual making the report, and shall specify at the close of the report such action as the individual may recommend as proper for the City Council to take.

RULE 15: Charges

Charges against an officer of the City or member of the City Council shall always be preferred in writing, and such proceedings had thereon as are provided by the City Charter.

RULE 16: Destroying Quorum

No member shall retire from a meeting of the City Council or remain away for the purpose of destroying a quorum. Any member violating this rule may be arraigned before the City Council and if found guilty may be fined or expelled in the discretion of the City Council. Proceedings for the violation of this rule shall be in the manner and form provided by the City Charter.

RULE 17: Public Comment

Any person desiring to address the Mayor and City Council shall first secure permission from the presiding officer. Upon securing said permission, such person must approach a microphone and state his or her name and address. Remarks must be directed to the matter being considered except during the portion of the agenda for requests to be heard.

Each person desiring to address the Mayor and City Council shall be allotted five (5) minutes to do so as to each agenda item, as well as during requests to be heard.

RULE 18: Decorum

During public meetings of the Mayor and City Council, all persons shall preserve order and decorum. Any person making personal attacks, impertinent, slanderous, offensive or threatening remarks, or becoming boisterous, shall be barred from further attendance at the meeting by the presiding officer unless permission for continued attendance is granted by a majority vote of the City Council.

Meetings of the Mayor and City Council shall be conducted in a courteous manner. Members of the public shall be permitted to state their position subject to the time restrictions set forth in Rule 17 and the restrictions set forth in the preceding paragraph.

The Chief of the Cumberland City Police Department shall, upon request of the presiding officer, designate one of the officers of the said Police Department to serve as sergeant-at-arms at the meetings. Upon the direction of the presiding officer, the sergeant-at-arms shall eject such persons from the meetings who violate these rules and regulations, unless such person's continued attendance is permitted by majority vote of the City Council.

RULE 19: Presentation

Any presentation made to the City Council under Item V of the Order of Business (*Presentations*), shall be made in writing and presented to the City Clerk at least five (5) days before the date of the meeting at which the item presented will be considered.

RULE 20: Closed Meetings

Meetings of the Mayor and City Council shall be open to the public; provided, however, that the Mayor and City Council may meet in closed session or may adjourn an open meeting into a closed session for any of those purposes enumerated in Section 3-305 of the General Provisions Article of the *Annotated Code of Maryland*. Written minutes shall be kept of all closed meetings held by the Mayor and City Council. These minutes shall be prepared as soon as practicable under the circumstances and shall be open to public inspection during normal business hours; provided, however, that minutes of a meeting lawfully held in closed session may not be open to public inspection except for the reasons provided in Section 3-306 (c)(4) of the General Provisions Article of the *Annotated Code of Maryland*. A statement of the time, place, and purpose of any closed meeting, the record of the vote of each member by which any meeting was closed, a citation of the statutory authority for closing the meeting, and a listing of the topics of discussion, persons present, and each action taken during the closed meeting, shall be included in the minutes of the next regular meeting of the Council.

RULE 21: Suspension of Rules

The Rules of Order, other than those prescribed by law, may be suspended at any time by consent of a majority of the members present at any meeting.

RULE 22: Robert's Rules of Order

Meetings of the Mayor and City Council shall be conducted in accordance with the above-referenced provisions. "Robert's Rules of Order" may serve as a guide for the conduct of said meetings, but compliance with its terms is not required.

Amended:

2007-01-09	Order 24,496
2007-09-04	Order 24,617
2013-03-13	Ordinance 3735 (Purchasing Policy)
2017-09-19	Order 26,189
2018-07-17	Order _____

Regular Council Agenda
July 17, 2018

Description
Order accepting the proposal of Michael's Janitorial to provide custodial services for the yearly amount of $94,166.40 and additional emergency services costs, for a two (2) year period with the option to renew for one (1) year

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)
$94,166.40 plus emergency services

Source of Funding (if applicable)
Departmental Distribution - City Hall, Public Safety, Public Works

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____July 17, 2018____**

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

THAT, the bid of Michael's Janitorial, 419 Crestview Drive, Frostburg, MD 21532, to provide custodial services for the period of August 1, 2018 through June 30, 2019 for City Hall, the Public Safety Building, and the Municipal Services Center be and is hereby accepted for the yearly amount not to exceed Ninety-Four Thousand, One Hundred Sixty-Six Dollars and Forty Cents ($94,166.40) with the addition of emergency call-out services provided at for the amount of Sixty Dollars ($60.00) for On-site Emergency Services and One Hundred Dollars ($100.00) for Emergency Call Out Services; and

BE IT FURTHER ORDERED, that the length of the contract shall be for a period of two (2) years with the option to extend for one (1) year upon the mutual consent of both parties; and

BE IT FURTHER ORDERED, that subsequent contracts shall be for the regular fiscal term of July 1st through June 30th.

_____

Brian K. Grim, Mayor

Funding: Departmental Distribution

Order of Bids:

Contractor	Yearly Cost	Emergency
JK&S Cleaning	$ 81,600.00	$80/$160
Debbie's Cleaning Service	$ 53,400.00	$20/$30
Michael's Janitorial	$ 94,166.40	$60/$100
Miller Trucking & Excavating	$ 72,600.00	$250/$500
Cumberland Valley Trucking	$ 72,000.00	$200/$400

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

June 15, 2018

Mayor and City Council
City Hall
Cumberland, MD 21502

Dear Mayor and Council Members:

Following the bid and evaluation of the criteria as specified in the bidding documents, I recommend Michael's Janitorial be awarded the Bid for Custodial Services.

After the bid opening on June 6, 2018, additional information was requested and provided by the bidders and, as a result, Michael's Janitorial has been determined to be the most qualified to perform the contract satisfactorily. My evaluation of their experience and reputation indicates that they are more than capable of completing the work required.

Since Michael's Janitorial is the highest bidder, please review the following reasons as to why the other bidders are not acceptable for the job:

Debbie's Cleaning Service – The references she provided were not comparable to an organization the size of the City, and she gave no evidence that she could perform in that capacity.
Krista Johnson – She has never performed work of this nature.
Toby Johnson – He has never performed work of this nature.
JK&S Cleaning – Currently has the contract and is not performing the work satisfactorily.

Respectfully,

Brooke Cassell

Brooke E. Cassell
Public Works Operations Manager

MAYOR
BRIAN K. GRIM

COUNCIL
SETH D. BERNARD
DAVID J. CAPORALE
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER

CITY ADMINISTRATOR
JEFFREY D. RHODES

PW OPERATIONS MANAGER
BROOKE CASSELL

MEMBER MARYLAND MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

PRELIMINARY BID RESULTS

Custodial Services

Bid Opening: June 6, 2018- 2:30 p.m., City Hall Council Chambers

Bidder	City Hall	Public Safety	Municipal Service Center	Emergency Service	Affidavit	Local Preference	Addendum
JK&S Cleaning 15414 Iron Rail St. Mt. Savage, MD 21545	$ 2,300.00	$ 2,500.00	$ 2,000.00	$80 On-site emergency $160 Emergency call out	Yes	County	Yes
Debbie's Cleaning Service 717 Adams Ave. Cumberland, MD 21502	$ 1,300.00	$ 2,000.00	$ 1,150.00	$20 On-site emergency $30 Emergency call out	Yes	City	No
Michael's Janitorial 419 Crestview Drive Frostburg, MD 21532	$ 2,534.00	$ 3,511.20	$ 1,802.00	$60 On-site emergency $100 Emergency call out	Yes	County	Yes
Miller Trucking & Excavating, Inc. 12007 Valley Road Cumberland, MD 21502	$ 1,500.00	$ 3,500.00	$ 1,050.00	$250 On-site emergency $500 Emergency call out	Yes	County	Yes
Cumberland Valley Trucking 808 Sylvan Ave Cumberland, MD 21502	$ 1,500.00	$ 3,500.00	$ 1,000.00	$200 On-site emergency $400 Emergency call out	Yes	City	Yes

The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bid.

Regular Council Agenda
July 17, 2018

Description

Order accepting the sole source proposal from Cochran Studios, Inc. to provide professional consulting services for the formulation of a streetscape design plan for the area of the Baltimore Street pedestrian mall for the price of $47,500 and authorizing the Mayor to execute a Firm Fixed Price Contract between Cochran, the DDC and the CEDC regarding this work, contingent upon there being no substantive changes to the contract

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: _____July 17, 2018____**

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

THAT, the sole source proposal from Cochran Studio, Inc., 7192 Meadowbrooke Drive, Frederick, Maryland 21702, to provide professional consulting services for the formulation of a streetscape design plan for the area of the Baltimore Street pedestrian mall for the firm fixed price of Forty Seven Thousand Five Hundred Dollars ($47,500); and

BE IT FURTHER ORDERED, that the Mayor shall be authorized to execute a Firm Fixed Price Contract between the Cumberland Economic Development Corporation, the Downtown Development Commission, and Cochran Studio, Inc. regarding this work, contingent upon there being no substantial changes to the contract.

_____

Brian K. Grim, Mayor

FIRM FIXED PRICE CONTRACT

BETWEEN

CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION

AND

DOWNTOWN DEVELOPMENT COMMISSION

AND

COCHRAN STUDIO, INC.

THIS CONTRACT (this "Contract") is hereby entered by and between CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION, a non-profit public benefit corporation organized and existing under the laws of the State of Maryland, and DOWNTOWN DEVELOPMENT COMMISSION, an agency of the Mayor and City Council of Cumberland, Maryland, parties of the first part, and COCHRAN STUDIO, INC., a corporation organized and existing under the laws of the State of Maryland, party of the second part (collectively, the "Parties"). The Parties agree, as follows:

ARTICLE I
DEFINITIONS

A. The following terms used in this Contract, unless the context otherwise requires, shall have the following meanings:

1. "CEDC" shall mean the Cumberland Economic Development Corporation.

2. "City" shall mean the Mayor and City Council of Cumberland, Maryland.

3. "Coordinator" shall mean Paul J. Kelly, Jr., Executive Director of the CEDC, his designated agent or successor. It is understood that the Coordinator shall be the sole authorized representative of the Principal with respect to this Contract, and it also being understood that he shall be responsible for keeping the City fully informed regarding the Artist's performance of the hereinafter-defined Work and obtaining input from the City regarding the same. Accordingly, the Coordinator shall be the point of contact for the Artist. The Coordinator shall, in turn, act with respect to this Contract in coordination with the DDC, and the Coordinator shall keep the DDC informed of matters relevant to the Contract and the performance of Work by the Artist. The Coordinator shall take no unilateral action with respect to a material matter involving the Contract without the advice and consent of the DDC and the City Administrator. Nothing contained in this paragraph shall, however, cause or require Coordinator to breach any fiduciary duty owed to the CEDC. Douglas Schwab shall serve as the Coordinator's point of contact with the DDC.

4. "Artist" shall mean Cochran Studio, Inc.

5. "DDC" shall mean the Downtown Development Commission.

6. "EADS" shall mean EADS Group, Inc.

7. "Effective Date" shall mean the date upon which this Contract is approved by the City pursuant to its procurement policies.

8. "Principal" shall mean CEDC and DDC, jointly.

9. "Project" shall mean the Baltimore Street Redevelopment Project.

10. The "Project Area" shall mean the area highlighted in "yellow" on the attached drawing marked as Exhibit 1, the same being incorporated herein by reference.

11. "Project Goals" shall mean the City's effort to, among other things,

(a) Increase activity in the Project Area;

(b) Increase the real estate tax base for properties situated in the Project Area;

(c) Promote private capital investment in the Project Area;

(d) Strengthen the intermodal transportation system and connectivity thereof along and adjacent to the Project Area, including, without limitation, Interstate 68, the Amtrack Station along East Harrison Street, the Greater Allegheny Passage, the Western Maryland Scenic Railroad, and the Allegany County Transit Bus Station along George Street;

(e) Introduce automobile and bicycle traffic onto the Baltimore Street pedestrian mall consistent with Concept 4 that was adopted by the City on or about February 19, 2018, and all City modifications thereto;

(f) Enhance the cultural, aesthetic, historic, commercial and residential experience in and around the Project Area;

(g) Improve the aged infrastructure below the Project Area; and

(h) Introduce and enhance internet connectivity in the Project Area.

12. "Project Manager" shall mean Paul J. DePalatis of the City's Engineering Department or his successor, as appointed by the City.

ARTICLE II
STATEMENT OF WORK

A. The Services. Artist shall provide the requisite organization, consulting, planning, designing and other professional services and skills necessary to effectively:

1. Formulate a unified aesthetic vision for the Project Area (the "Unified Aesthetic Vision") that accounts for its status as an important, historic and central social gathering place with the goal of enhancing its grace and beauty so as to ensure that it continues to be a welcoming community destination where people congregate and travel to for a wide range of different experiences and purposes;

2. Formulate a qualitative, subjective, conceptual streetscape design plan for the Project Area (the "Streetscape Design Plan");

3. Formulate general recommendations for the extension of the Unified Aesthetic Vision and the Streetscape Design Plan to the surrounding streets highlighted in "green" on Exhibit 1; and

4. Perform and accomplish the Process, produce the Deliverables and otherwise meet the terms, covenants and conditions of this Contract.

B. The Process.

1. In performing the Work, the Artist shall consider, among other things,

(a) Street "legibility," or how the Project Area will make the user feel;

(b) The interplay between the ground plane and the urban street walls;

(c) The creative deploying of plantings, lighting, signage, colors, textures, fixtures and street furniture (such as, but not limited to, benches, waste receptacles, and bike racks);

(d) The reservation or inclusion of areas for displays of public art, outdoor dining, commercial or public kiosks and the hosting of periodic and special events such as the Christmas tree lighting ceremony, the New Year's Eve ball drop, and the Farmer's Market;

(e) The cultural, aesthetic, historic, commercial and residential significance of the Project Area;

(f) The objective, functional and measurable elements of the Project design as prepared by EADS;

(g) The Project Goals; and

(h) Direction provided by the Coordinator, Project Manager and City.

2. In performing the Work, the Artist shall:

(a) Design and facilitate a public participation event for purposes of soliciting public input regarding the Unified Aesthetic Vision and Streetscape Design Plan;

(b) Participate in bi-weekly telephone calls with the Coordinator to discuss project status and performance, and otherwise respond to Coordinator's inquiries with reasonable promptness;

(c) Attend and participate in a reasonable number of meetings scheduled by the Coordinator with stakeholders including, but not limited to, the City, Project Manager, EADS, Baltimore Street Design Committee, CEDC and/or DDC; and

(d) Otherwise, coordinate performance of the Work with the Coordinator.

3. In performing the Work, the Artist may select and facilitate an advisory team comprised of seasoned professionals having expertise and training in aesthetic design matters (such as, but not limited to, artists, urban designers, and landscape architects) for purposes of soliciting their input regarding the Unified Aesthetic Vision and Streetscape Design Plan.

4. The Unified Aesthetic Vision, the Streetscape Design, and all plans and recommendations related thereto shall comply with all applicable laws, rules, regulations, ordinances, resolutions, and statutes, including, but not limited to, any mandatory historic preservation requirements.

C. The Deliverables.

1. The Artist shall produce the following deliverables (the "Deliverables"):

(a) Written statement of the Artist's preliminary Unified Aesthetic Vision, written statement of the Artist's preliminary concepts and guiding principles for development of the Streetscape Design Plan, and a summary of the Artist's preliminary research findings and conclusions (all of which is to be presented at the kick-off meeting);

(b) Written public participation plan;

(c) Written summary of meetings conducted by Artist with the advisory team that are not attended by the Coordinator;

(d) Written summary of meetings conducted by Artist with stakeholders that are not attended by the Coordinator;

(e) Solicited and unsolicited third party written comments received by Artist during the Term regarding the Project;

(f) Periodic, preliminary written statements and 2D sketches and renderings for the Streetscape Design Plan which are sufficient in quantity and detail for Coordinator to monitor Artist's progress, evaluate performance of the Work and solicit third party input regarding the Work;

(g) Final written statement of the Unified Aesthetic Vision;

(h) Final written Streetscape Design Plan which shall include, without limitation,

i. A statement of the guiding principles for the plan, the recommended strategies to implement the plan, and the recommended enhancements to the Project Area;

ii. 2D sketches and conceptual renderings that illustrate the plan, recommendations and enhancements for Baltimore Street from its terminus at the intersection of Baltimore Street and Mechanic Street to the intersection of Baltimore Street and Queen City Drive;

iii. Public art plan with recommended sites within the Project Area for the display of public art;

iv. A recommendation as to the location within the Project Area of fixtures (such as, but not limited to, lighting, electric receptacles, and potable water access), signage, street furniture (such as, but not limited to, benches, waste receptacles, and bike racks), kiosks and organic elements (such as, but not limited to, trees, flowers and other plantings);

v. A recommendation as to the location within the Project Area of sites to conduct outdoor dining and periodic events (such as, but not limited to, the Christmas tree lighting ceremony, the New Year's Eve ball drop, the Farmer's Market, entertainment events, and speaking engagements);

vi. A recommendation as to the nature and placement of physical obstacles (such as, but not limited to, bollards) to close the street for special events or to define areas reserved for particular uses (such as, but not limited to, outdoor dining areas), it being understood that the Artist shall obtain input from the Project Manager (who shall obtain input from the City's Police and Fire Departments) and its recommendations shall be consistent with that input;

vii. If so required by Coordinator, a recommendation as to the location of restroom(s) and/or a public fountain(s);

viii. Recommendations as to the type, style, color, texture and other features of the streetscape design elements (such as, but not limited to, the surface of the sidewalks and other non-driving surfaces, and those items referenced in C.1.(h)(iv) and (vi) above); and

ix. General recommendations for the extension of the Unified Aesthetic Vision and the Streetscape Design Plan to the surrounding streets highlighted in "green" on Exhibit 1.

2. The Deliverables shall be received by the Coordinator at:

Cumberland Economic Development Corporation
60 Pershing Street

Cumberland, Maryland 21502
Attn: Paul J. Kelly, Jr., Economic Director

and by the City at:

City of Cumberland
57 N .Liberty Street
Cumberland, MD 21502
Attn: Jeff Rhodes, City Administrator

D. The Work. The Services described in Article II, Section A, the Process described in Article II, Section B, and the Deliverables identified in Article II, Section C, are referred to collectively herein as the "Work." All Work shall be performed subject to the review of, in collaboration with, and subject to the approval of the Coordinator and the City through its City Administrator. The Work does not include: (1) the preparation of construction drawings, final product selection, cost estimates or budgeting; and (2) the performance of any design work regarding public restrooms.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS

A. During the term of this Contract, Principal will respond to Artist's reasonable requests for data and other information to the extent that (1) such information is known by or readily available to Principal, and (2) it is legally permissible for Principal to provide such information to Artist. In connection therewith, Principal will make its personnel available to confer with Artist regarding the Work and any potential constraints.

B. Artist is responsible for the direct management and supervision of its personnel. Artist will inform all such personnel prior to the start of Work that there is no implied employment of Artist personnel by Principal or the City.

C. Artist represents and warrants that the Deliverables will not infringe, misappropriate, or otherwise violate any confidential or proprietary information, any trade secret, or any intellectual property right belonging to any third party.

D. Artist represents and warrants that it has not engaged in collusion with any other potential contractor to procure this Contract. Artist further represents and warrants that no benefit of tangible value has been given, nor will be given, to any of Principal's agents or employees as a result of being awarded this Contract.

E. Artist understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. Artist agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Article IV with no expectation of additional compensation. Principal will not be obligated to pay the Artist any amount in excess of the firm fixed price specified in Article IV.

ARTICLE IV
TERM AND TERMINATION

A. Term. The term of this Contract begins as of the Effective Date and shall end at the expiration of ninety (90) days from the Effective Date. It is expressly understood by the Parties that this Contract is contingent upon the City's express approval of the same pursuant to its procurement policies. This Contract may be extended only by mutual written agreement of the Parties.

B. Termination for Default. Principal reserves the right to terminate all or any part of this Contract if Artist breaches any provision of this Contract and fails to cure such breach within ten (10) days of receiving notice thereof from Principal. Principal may immediately terminate this Contract in the event of any of the following: (1) insolvency of Artist, (2) filing of a voluntary petition in bankruptcy by Artist, (3) filing of any involuntary petition of bankruptcy against Artist, (4) appointment of a receiver or trustee for Artist, or (5) execution of an assignment for the benefit of creditors by Artist, provided such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. In the event of termination for default, Principal shall have no remaining liability to Artist under this Contract other than to pay for any labor or materials accepted by Principal on or before the effective date of the default. Principal's rights under this paragraph are in addition to any other remedies available hereunder or by law.

C. Termination for Convenience. Principal reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event Principal gives Artist notice of such termination, Artist shall immediately stop all Work hereunder and shall cause any and all of its suppliers and subcontractors to promptly cease Work. Within sixty (60) days after the effective date of a termination for convenience, Artist shall submit a detailed termination claim to Principal with sufficient supporting data to permit Principal's audit and such additional supporting information as Principal requests ("Termination Claim"). The Termination Claim must be certified by the Artist to represent the sum of all claims under the terminated Contract. The Artist must also certify on the Termination Claim that no additional claim for services, materials, rights, or benefits under the terminated Contract will be brought by the Artist. Subject to the terms of this Contract, Artist shall be paid its reasonable out-of-pocket costs for terminating the Work as of the effective date of the termination. Principal's payment to Artist shall be due within thirty (30) days after its receipt of the Termination Claim less any amount disputed in good faith by Principal. Principal, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items related to any termination claim of Artist. Artist shall not be entitled to reimbursement for any Work performed or costs incurred that reasonably could have been avoided at the time of termination.

D. Effect of Termination. Upon termination of this Contract, the Parties shall have no further obligation to one another, except for those obligations that survive the termination of this Contract as expressly set forth herein.

ARTICLE V
PRICE AND PAYMENT

A. Firm Fixed Price. In consideration for the Work to be performed by the Artist, Principal agrees to pay the Artist the firm fixed price of FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($47,500)(the "Contract Price").

B. Payment. The Contract Price shall be paid by Principal in four (4) installment payments as follows:

1. The sum of Eleven Thousand Eight Hundred Seventy Five Dollars ($11,875) shall be due and payable within fifteen (15) days of the Effective Date.

2. The sum of Eleven Thousand Eight Hundred Seventy Five Dollars ($11,875) shall be due and payable within fifteen (15) days of: (i) Artist's performance of its preliminary research for the Project; (ii) Principal's receipt of those items referenced in Article II, Section C.1.(a) and (b); and (iii) Artist's participation in a kick-off meeting to be scheduled by the Coordinator.

3. The sum of Eleven Thousand Eight Hundred Seventy Five Dollars ($11,875) shall be due and payable within fifteen (15) days of Principal's receipt of a Seventy Five Percent (75%) complete Unified Aesthetic Vision and Streetscape Design Plan.

4. The sum of Eleven Thousand Eight Hundred Seventy Five Dollars ($11,875) shall be due and payable within fifteen (15) days of Principal's receipt of all Deliverables and Artist's successful performance of all Work.

5. All payments to be made hereunder shall be made payable to and delivered to: Cochran Studio, Inc., 7192 Meadowbrooke Drive, Frederick, Maryland 21702.

C. Supply Of Contract Price. It is understood and agreed by and between the CEDC and DDC that the DDC will supply the funds necessary to timely pay the Contract Price. The DDC does hereby represent and warrant that it possesses sufficient cash on hand to supply and timely pay the Contract Price.

D. Payment of Costs Associated With Public Participation Event. Artist shall bear all costs, if any, associated with its conduct and facilitation of a public participation event.

E. Payment of Costs Associated With Professional Advisory Team. Artist shall bear all costs, if any, associated with its selection and facilitation of a professional advisory team.

F. Other Terms Re Public Participation Event & Advisory Team. Coordinator will work with Artist to identify a representative sample of City and Allegany County residents to participate in the public participation event, and identify 3-4 professionals to serve on the

advisory team. Coordinator will also work with Artist to identify and secure a location to conduct the public participation event and meetings of the advisory team. Locations that do not require a utilization fee will be given priority such as, but not limited to, facilities of the City. The public participation event shall, unless otherwise agreed by the Parties, occur on a single date mutually selected by the Parties. Notwithstanding Article V, Paragraph D. above, the Coordinator shall be responsible to pay for ancillary costs associated with the public participation event, including, the location rental fee and the cost to procure refreshments, table settings and utensils, advertising, and display materials. The need for, provider of, and price of such ancillary costs shall be agreed upon by the Coordinator and Artist in advance of the procurement of the same.

ARTICLE VI
PROPRIETARY INFORMATION

A. Proprietary Information Defined.

1. "Proprietary Information" means the Work, all information supplied by Principal to Artist to facilitate Artist's performance of the Work, and any other confidential proprietary information (including without limitation business, financial or technical data, machine-readable or interpreted information, information contained in physical components, mask works or artworks in written or other permanent form) that is delivered to the recipient, bears the date of disclosure, and is visibly identified by clear and conspicuous markings as the disclosing party's Proprietary Information. A non-written disclosure shall be considered Proprietary Information to the extent that such disclosure is orally identified as Proprietary Information at the time of disclosure and is confirmed in writing by the disclosing party. Such written confirmation shall: (a) sufficiently describe the information disclosed in detail, its scope, and the date and manner of disclosure; (b) identify disclosers and recipients; (c) be supplied within ten (10) days after oral disclosure; and (d) refer to this Article.

2. The Work (including but not limited to all drafts, work papers and written communication between the Parties) and all information supplied by Principal to Artist to facilitate Artist's performance of the Work shall be considered the Proprietary Information of Principal. Notwithstanding the foregoing, the Artist shall supply the City with the Proprietary Information of Principal upon the City's request therefor.

3. Artist's Proprietary Information does not and shall not under any circumstances include: (a) any Work performed by Artist to Principal under this Contract, unless otherwise agreed to in writing authorized by the Parties, (b) any information supplied to Artist to facilitate performance of the Work; (c) any information in Principal's specifications or in any future modifications thereto, including, but not limited to, modifications suggested by Artist; or (d) any scientific data.

B. Obligations of Receiving Party. The receiving party shall preserve the disclosing party's Proprietary Information for three (3) years from the date of disclosure and will maintain the confidentiality of the Proprietary Information with at least the same degree of care that it uses

to protect its own confidential information, but no less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Proprietary Information, except to its employees, project members or consultants who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein. The receiving party will not disclose a disclosing party's Proprietary Information to any third party without the disclosing party's prior written authorization. Any copies that are made will be identified as belonging to the disclosing party and marked "Proprietary" or with a similar legend. A receiving party may not use Proprietary Information to reproduce, redesign, or reverse engineer any products or equipment of the disclosing party.

C. No Liability for Certain Disclosures. The receiving party will not be liable for the disclosure of any information, regardless of its designation as Proprietary Information, if it is (1) rightfully in the public domain other than by a breach of a duty to the disclosing party; (2) rightfully received from a third party without any obligation of confidentiality; (3) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or (4) generally made available to third parties by the disclosing party without restriction on disclosure.

D. Disclosures Required by Law. Should a receiving party be faced with a legal obligation to disclose Proprietary Information received under this Contract, the receiving party shall, as soon as possible, notify the disclosing party, and upon request of the disclosing party shall reasonably cooperate in contesting such disclosure. Except in association with a failure to discharge the responsibilities set forth in this paragraph, neither party shall be liable for any disclosures made pursuant to federal or state law.

E. Maryland Public Information Act (MPIA). It is understood that Principal and the City are public bodies that are legally required to respond to requests to inspect, review and copy public documents under the MPIA. This Article shall not apply in the event Principal or the City are required to disclose Proprietary Information pursuant to requests made under the MPIA.

F. This Article VI shall survive expiration or termination of this Contract.

ARTICLE VII
ADDITIONAL TERMS AND CONDITIONS

A. Independent Contractor. Artist is engaged as an independent contractor and not as an agent or employee of Principal or the City. Artist shall have no authority to bind or obligate Principal in any manner whatsoever. Artist shall be solely liable and responsible for its employment practices and for paying its employee salaries, benefits, taxes, and withholdings.

B. Indemnity.

1. Artist agrees to indemnify, defend and hold harmless Principal and the City, their directors, officers, members, employees, agents, assigns and affiliates from any and all liabilities, claims, damages, losses, reasonable attorneys' fees, and other reasonable costs of defense (including costs incurred prior to commencement of a lawsuit) resulting from or

attributed to (a) Artist's breach of its representations, warranties or obligations set forth in this Contract; (b) any assertion that any component of the Work infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party; or (c) any negligent or unlawful act or omission of Artist or any of its employees and/or agents in the performance of this Contract.

2. Principal agrees to indemnify, defend and hold harmless Artist, its directors, officers, members, employees, agents, assigns and affiliates from any and all liabilities, claims, damages, losses, reasonable attorneys' fees, and other reasonable costs of defense (including costs incurred prior to commencement of a lawsuit) resulting from or attributed to (a) Principal's breach of its representations, warranties or obligations set forth in this Contract; or (b) any negligent or unlawful act or omission of Principal or any of its employees and/or agents in the performance of this Contract. It is understood that, consistent with Section 237(3)(c) of the City Charter, Principal's indemnification and other obligations under the terms of this Contract shall not extend to the City.

3. If a party (the "Claimant") seeks indemnification pursuant to this Contract, the Claimant shall notify the other party in writing of any claim or the commencement of any action or proceeding that the Claimant believes is subject to indemnification (referred to as the "Claim"). The Claimant shall also forward all documents in its possession and communicate all information known by it to the other party to the extent such documents and information are relevant to the Claim.

4. The other party shall have the right, at its option and sole expense, to assume sole responsibility for defending or settling the Claim, and shall have the right to use legal counsel of its choice. If the other party exercises this option, (a) it shall notify the Claimant, (b) the Claimant shall cooperate in the settlement or defense of the Claim, and (c) the other party shall not be liable to the Claimant for any legal or other expenses subsequently incurred by the Claimant in connection with settling or defending the Claim. If the other party refuses to accept responsibility for defending or settling the Claim, the Claimant shall exercise reasonable efforts to defend or settle the Claim, and any recovery against the Claimant suffered by it in good faith under such circumstances shall be conclusive in its favor against the other party.

5. This Article VII, Section B shall survive expiration or termination of this Contract.

C. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS CONTRACT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary in this Contract, this paragraph shall not apply to damages arising out of or relating to the following:

1. Damage claims payable to third parties, irrespective of the basis for such claims; and

2. This section shall survive expiration or termination of this Contract.

D. Insurance. At all times during the term of this Contract, the Artist shall procure and maintain, at its own expense, comprehensive general liability insurance (including bodily injury, property damage and contractual liability) with limits of at least One Million Dollars ($1,000,000) per person and Two Million Dollars ($2,000,000) per occurrence with deductibles no greater than One Thousand Dollars ($1,000). Principal and "Mayor and City Council of Cumberland" must be named as additional insureds. Artist shall give Principal at least thirty (30) days prior written notice of any cancellation of insurance coverage or any proposed reduction of insurance coverage below the limits set forth in this Section. Artist shall provide Principal and the City with a certificate of insurance for the required coverage upon the execution of this Agreement and promptly upon request.

E. Governing Law. This Contract shall be governed by and construed in all respects in accordance with the laws of the State of Maryland giving effect to its choice of law rules. This Section shall survive expiration or termination of this Contract.

F. Dispute Resolution.

1. Pre-Mediation Procedures. Except as provided below, in the event of any dispute or controversy arising out of or relating to this Contract, including its validity, enforceability, performance, or breach (the "Dispute"), the party alleging a Dispute will notify the other party of the existence of the Dispute, and provide reasonable detail about the Dispute. Senior officials representing both Parties will meet and attempt to resolve the Dispute within fifteen (15) days of the notice.

2. Mediation. In the event senior officials do not meet or are unable to resolve a Dispute within the above period, the Parties shall be required to participate in mediation of any Dispute. The Parties shall endeavor to select a mutually acceptable mediator within fifteen (15) days of the notice of mediation ("Mediation Notice"). The costs for the mediator and the fees of the mediator shall be shared equally by the Parties.

3. Continued Performance Pending Dispute Resolution. Pending the resolution of the Dispute, the Parties shall, without delay, continue to perform their respective obligations under this Contract.

4. This Article VII, Section F, shall survive expiration or termination of this Contract.

G. Notice. Written notices from one party to the other shall be given by one of the following methods: (1) United States registered mail, return receipt requested, and said notice shall be deemed to have been given three days after said notice is deposited into the United States mail; (2) personal delivery, and said notice shall be deemed given upon such delivery; (3) recognized overnight courier service; (3) telefax; or (4) e-mail. Said notice shall be deemed

given upon delivery by such service at the following addresses or at such other address of which either party shall advise the other in writing:

To Principal:

Cumberland Economic Development Corporation
60 Pershing Street
Cumberland, Maryland 21502
Attn: Paul J. Kelly, Jr., Executive Director

To Artist:
Cochran Studio, Inc.
7192 Meadowbrooke Drive
Frederick, Maryland 21702
Attn: William Cochran

This Article VII, Section G, shall survive expiration or termination of this Contract.

H. Force Majeure. Neither of the Parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. The Parties will use reasonable efforts to mitigate the effect of a Force Majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed services upon written notice.

I. Entire Contract and Modification. This Contract constitutes the complete and exclusive statement of the Contract between the Parties and supersedes all prior representations, understandings, and communications, oral and written, between the Parties relating to the subject matter thereof. Any changes to this Contract made by the Parties shall be invalid unless executed in a writing signed by both Parties' authorized representatives.

J. Headings. The headings within this Contract are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Contract or any term hereof.

K. Ownership of Materials and Equipment. Any materials or equipment purchased with Principal funds will be the property of Principal and will be returned to Principal at the completion of the Work.

L. Waiver. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party’s right to demand strict compliance with the terms hereof.

M. Severability. If any term or provision of this Contract, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this Contract and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

N. Third-Party Beneficiary. The City is the only third-party beneficiary of this Contract. Otherwise, nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Contract.

O. Counterparts. This Contract, and any amendments hereto, may be executed in counterparts, each such counterpart to be considered an original and all of which shall be construed together as one and the same document.

P. Authorization. The undersigned individuals represent that they are fully authorized to execute this Contract on behalf of the named Parties.

Q. Discrimination. Artist covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, ancestry, national origin, gender identity or disability with respect to Artist's performance under this Contract, nor shall Artist itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with respect to Artist's performance under this Contract.

R. Prohibition Against Change in Ownership of Artist & Assignment.

1. The qualifications and identities of the persons comprising the Artist are of particular concern and importance to Principal. It is because of these qualifications and identities that the Principal has entered into this Contract. No voluntary or involuntary successor in interest of the Artist shall acquire any rights or powers under this Contract, except as expressly set forth herein. Any withdrawal or change (whether voluntary, involuntary or by operation of law) of an interest holder owning a controlling interest in Artist shall be deemed to be an assignment of this Contract to a third party and shall not be permitted except as set forth hereinafter.

2. The withdrawal of William Cochran from Artist, or his unwillingness or inability to perform by and on behalf of Artist with respect to this Contract, shall be deemed to be an assignment of this Contract to a third party and shall not be permitted except as set forth hereinafter.

3. The Artist shall promptly notify Principal, in writing, of material change in (a) the identity or financial condition of any interest holder owning a controlling interest in Artist; or (b) the operation and management of the officers or members of the Artist.

4. Except as otherwise provided in this Contract, the Artist shall not assign all or any part of this Contract or any interest thereunder to a third party without the prior written approval of Principal, which approval may be withheld by Principal within its sole and absolute discretion. Any assignment of this Contract without the prior written approval of the Principal is void and shall be considered to be a breach in its terms.

IN WITNESS WHEREOF, intending to be bound, the Artist and Principal have caused this Contract to be signed by their duly authorized representatives.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ATTEST:

CUMBERLAND ECONOMIC
DEVELOPMENT CORPORATION

_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

ATTEST: DOWNTOWN DEVELOPMENT COMMISSION

_____ By_____(SEAL)
Mayor Brian K. Grim

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

ATTEST: COCHRAN STUDIO, INC.

_____ By_____(SEAL)
President

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

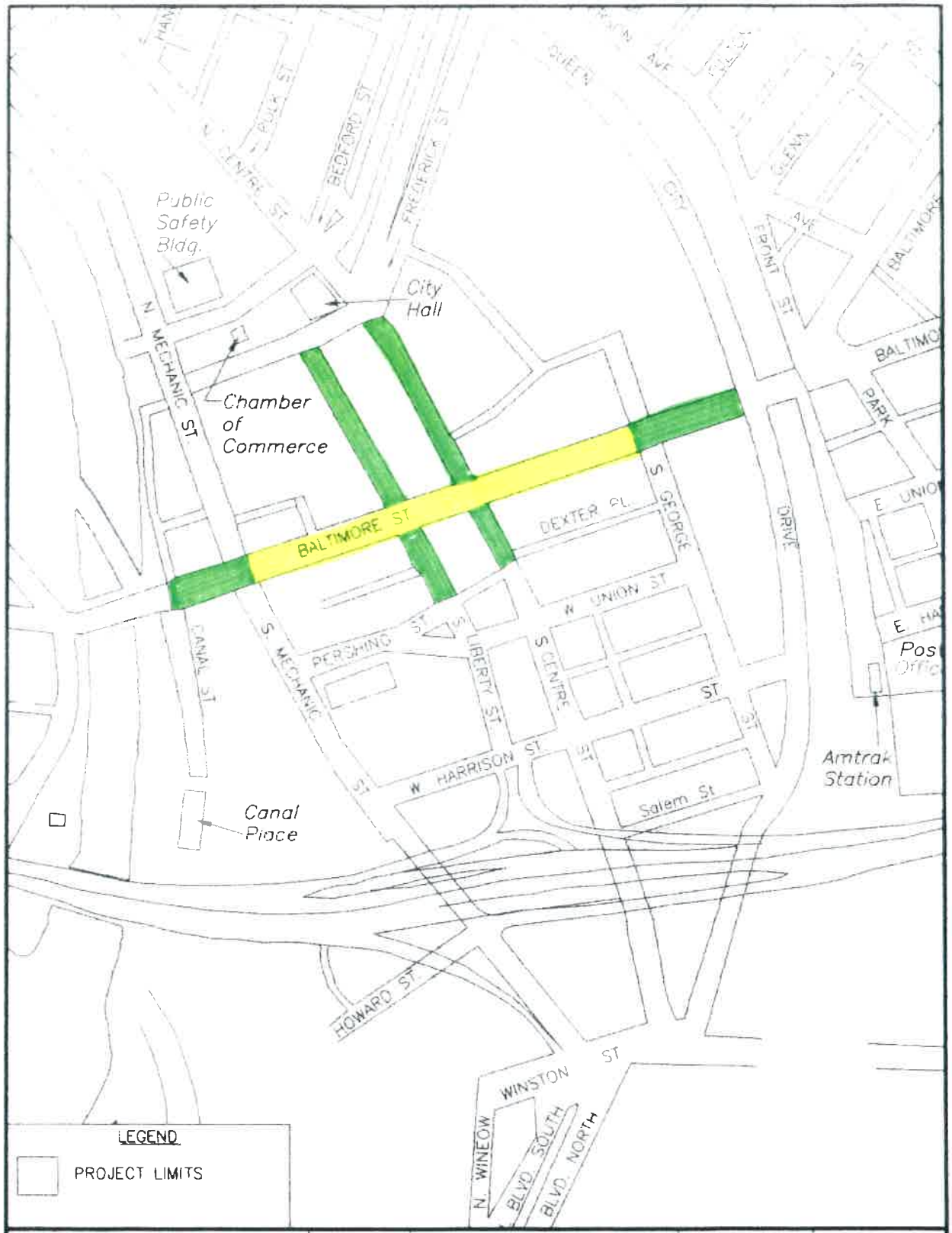
I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of Cochran Studio,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

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 1



CITY OF CUMBERLAND MARYLAND	SURVEYED BY:	TITLE:	DATE:	DRAWING NO.:
		BALTIMORE STREET ACCESS LOCATION MAP	MAY 2017	C-2588R
	DRAWN BY: JAT		PROJECT NO.:	SHEET NO.:
	CHECKED BY: PJD			1 OF 1

Regular Council Agenda
July 17, 2018

Description

Letter from The Queen City Striders requesting approval of a Special Events Permit to hold portions of the 2018 Great Allegany Run on Saturday, October 6, 2016 in Cumberland. The Police, Fire, and Public Works Departments have expressed no concerns regarding approval of the event other than Police Department overtime.

Approval, Acceptance / Recommendation

The Police, Fire, and Public Works Departments have expressed no concerns regarding approval of the event other than Police Department overtime necessary to ensure the safety of the runners. Last year, the Police Department utilized 36 hours of overtime at a cost of $1,139.70 for this event.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

June 25, 2018

The Great Allegany Run
425 Crestview Drive
Frostburg, MD 21532
301-268-2256

Mayor Brian Grim and City Council Members
57 N. Liberty Street, P.O. Box 1702
Cumberland, MD 21501-1702

RE: 2018 Great Allegany Run

Dear Mayor Grim and City Council Members:

The Queen City Striders request your approval of the enclosed Special Events Permit to hold the 2018 Great Allegany Run (GAR) on Saturday, October 6, 2018. Our plan is to conduct the GAR in the same manner as last year's event. Race proceeds will be donated to Allegany County Habitat for Humanity. We are also planning to have a great after-party at Mezzo's.

This will be the 37th running for the GAR. It has become a popular fixture on the regional road racing circuit. We have many local families that participate in the run. It also brings many people from out of the area spend time in Cumberland for the Friday night and Saturday activities. We believe the GAR projects a very positive image of Cumberland and Allegany County and we hope that you will continue your excellent support of the event in 2018 as in past years. The involvement requested of the City Police and Street Departments are the same as last year, and a great crew is in place, quite familiar with the details of the attached plan from over the years.

A "Special Event" permit application and event plan are attached. If this request meets with your approval, please forward it to the City Police Department for further processing. Please call me at 301-268-2256 if you need additional information.

Thanks very much.

Very truly yours,

Terri Ann Lowery
2018 Great Allegany Run

Enclosure (1)
copy: Jeffrey Rhodes, City Administrator

Maryland State Highway Administration
Special Event Permit – Data Sheet

Event: Great Allegany Run

Start Date: October 6, 2018 End Date: Octoober 6, 2018

Start Time: 8:00 am End Time: 10:30 am

Purpose/Type: Charity Foot Race

Organizer: Queen City Striders and Allegany County Habitat for Humanity

Contact Person Terri Lowery Daytime Phone: 301-268-2256

and Address: 425 Crestview Drive, Frostburg, MD 21532 Evening Phone: same

Email Address: terri@trozzo.com

No. of Participants: 300 No. of Vehicles/Units: _____ Rain/Snow Date: n/a

Proposed Route: Route 36 from Mt. Savage (Mason's Building) to Downtown Cumberland Mall through the Narrows to Queen City Drive and Harrison Street
(Written Description)

Will you be occupying all or part of a highway travel lane? No__Yes X

Will you be closing all or part of a roadway? No_____Yes X

If Yes to either of the above, where? With police assistance, the road will be closed in Mt. Savage briefly until there is room in the bike lane for runners. Then the road will be closed again at the intersection of Routes 36 and 40 through the Narrows. At Henderson and Alt US 40, the race will use one lane with cone dividers and police support.

Have you requested Local Police assistance?* No_____Yes X_____Number tbd

Have you requested Maryland State Police assistance?* No_____Yes X_____Number tbd

*** THE EVENT ORGANIZER IS RESPONSIBLE FOR OBTAINING LOCAL AND/OR STATE POLICE ASSISTANCE ***

CIRCLE THE DISTRICT(S) AND COUNTY(S) YOUR EVENT WILL TAKE PLACE IN

DISTRICT 1 Dorchester / Somerset / Wicomico / Worcester

DISTRICT 2 Caroline / Cecil / Kent / Queen Anne's / Talbot

DISTRICT 3 Montgomery / Prince George's

DISTRICT 4 Baltimore / Harford

DISTRICT 5 Anne Arundel / Calvert / Charles / St. Mary's

DISTRICT 6 Allegany / Garrett / Washington

DISTRICT 7 Carroll / Howard / Frederick

ATTACH THE FOLLOWING

X Map of affected routes

X Traffic Control Plan (including details on how intersections will be controlled, a detour plan, locations of police officers/volunteers and locations of all traffic control devices, as appropriate)

D Other event details _____

(Contact the District Office to determine what, if any, additional information will be required for your event.)

*** Submit completed Data Sheet and Signature Sheet to SHA no later than 60 DAYS prior to your event ***

http://www.marylandroads.com/Index.aspx?PageId=59

Maryland State Highway Administration
Special Event Permit - Signature Sheet

EVENT: _____

ORGANIZER'S ACKNOWLEDGEMENT

I/We hereby affirm that the **ORGANIZER** of this **EVENT** and all **PARTICIPANTS** will comply with the Laws of the State of Maryland and any applicable county and municipal statutes and ordinances and will adhere to the terms and conditions set forth in this **PERMIT**. My/Our signature(s) below confirm that the **ORGANIZER** and all **PARTICIPANTS** agree to hold harmless from any liability, incurred by them or to others associated with this **EVENT,** the various governmental agencies providing assistance for this **EVENT.** The **ORGANIZER** may be required to obtain Liability and Property Damage Insurance with limits of at least $300,000 per incident/$1,000,000 aggregate.

ORGANIZER: **Queen City Striders**
PLEASE PRINT NAME

REPRESENTATIVE: **Terri Lowery**
PLEASE PRINT NAME

SIGNATURE: _____
PLEASE SIGN

TERMS AND CONDITIONS

1) This **EVENT** shall adhere to the route, number of participants and vehicles (not more than 10% higher than the numbers on this Permit), date(s) and times shown on the attached_____sheet(s).
2) The **ORGANIZER** shall ensure that the approved **TRAFFIC CONTROL PLAN** is followed.
3) In the event of winter weather during the event, SHA will require access to all State Highways for weather related operations. This may require cancellation of the event.
4) Immediately following the event, the **ORGANIZER** shall clean up all litter, temporary signs and other event materials and return the roadway to a condition equal to or better than its condition before the event.
5) Additional stipulations: _____

AGENCY APPROVALS

Before signing and giving approval for your agency, consider the following:
1) Ensure you have the approval authority to sign for your agency to commit manpower and resources.
2) Ensure you have looked over the entire application package, including the Route Map and Traffic Control Plan. If you identify any problems, have the event organizer address them prior to signing.
3) If reimbursement is required, ensure you have mutually agreed upon the amount (in writing) and terms under which payment will be made.

Local Government (CPD): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (ACSO): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Maryland State Police: _____
SIGNATURE PRINTED NAME DATE

State Highway Administration: _____
SIGNATURE PRINTED NAME DATE

2018 Great Allegany Run
Traffic/Runner Safety Control Plan

A. Introduction

It is proposed to conduct the 2018 Great Allegany Run very similarly to the setup that has worked well for 30 years. The Great Allegany Run (GAR) consists of three phases that need to be considered for traffic control purposes. These phases are:

1. A 15 kilometer (15K) race that begins at Mt. Savage at 8:00 a.m. About 150 participants are expected.
2. A 5-kilometer (5K) race that begins on Harrison Street near the Smith Building and proceeds as described on the following page. About 150 runners are expected.

A course description and a proposed traffic control and runner safety plan are presented below.

B. Route Narrative

The courses are described below for each of the events.

The **15K race** begins near the Lions Park in Mount Savage and the course is shown on the attached sketch, Figure 1. The runners beginning at Mount Savage would require the entire roadway for the first 1.1 miles or so until reaching just north of the intersection of MD 36 and 47. At this point, traffic cones are used to mark a path about 8 feet wide in the southbound shoulder of MD 36 leaving room for traffic in the normal travel lane and runners are on the shoulder.

The race requires closure of the westbound lane of U.S. 40 Alt through the Narrows from the intersection of MD 36 at U.S. 40 Alt to the intersection with Henderson Avenue. From the intersection with Henderson Avenue, the course proceeds along the left side of Mechanic Street to the intersection with Queen City Drive. A runner's lane would be marked with traffic cones, permitting a single lane of traffic on Mechanic Street.

The runners turn left onto Queen City Drive and cross over to the right side of Queen City Drive at the intersection with N. Centre Street and use a cone-marked lane along the right side of Queen City Drive to the intersection with Harrison Street. The course turns right onto Harrison Street, using the right hand lane, and proceeds through the South George Street intersection and turns right onto South Centre Street. The course uses all of South Centre Street to the finish line near the Mall.

The **5K race** begins at the west edge of the Smith Building on Harrison Street (in front of Queen City Creamery) and the course is shown on the attached sketch, Figure 2. The course proceeds west on Harrison Street, turns north on South Centre Street, right on Frederick Street, and into the shopping center lot from the entrance on Frederick Street. The course proceeds straight through the lot in front of the shopping center stores and enters South George Street. The course proceeds south along South George Street, turns left onto Harrison Street and from that point on is completely out and back along the 15K course. The turn-around point is on Mechanic Street, just short of the intersection of Mechanic Street and North Centre Streets.

The return leg of the race is exactly the same as the 15K course and does not include the loop around the shopping center.

C. General Provisions for Traffic Control and Runner Safety

It is proposed to control traffic and protect the safety of the participants by the general provisions presented in this Section. A detailed list of assignments for all the traffic/runner interface points along the course is presented in Section D.

1. The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.

2. Law enforcement officers would be positioned at key intersections to control traffic flow. These key intersections are designated in the Traffic and Runner Safety Plan, Section D.

3. In addition to law enforcement officers, a combination of Cumberland Street Department employees, and volunteer course sentries would be stationed along the course to help control traffic, increase course visibility, and to provide information to motorists.

4. In order to cause the least possible inconvenience to the public, the GAR planners would inform the general public about the race through radio announcements and newspaper articles. In addition, businesses and residents on the race route would be mailed a race announcement during the week preceding the race.

5. As has been the City Police Department practice for past GARs, it is asked to have parking banned and cars removed from the race portions of Mechanic Street, from Queen City Drive between Mechanic Street and North Centre Street, and from South Centre Street between Harrison Street and Dexter Place.

6. A lead and trailing vehicle would accompany the 15K runners.

7. It is requested that a motorcycle mounted City Police Officer lead the 5K.

8. Traffic will be temporarily stopped on MD 36 in Mt. Savage for the start of the 15K race.

9. Westbound traffic would be halted through the Narrows at about 8:20 a.m., depending on the approach of the lead runners. To limit the time that traffic will be restricted because of the race, this portion of the course will be closed to runners and reopened to traffic at 9:30 a.m. or whenever the official end vehicle comes through, whichever occurs first. The remainder of the racecourse would be closed to runners and reopened at 9:45 a.m., or whenever the official end vehicle comes through, whichever occurs first.

10. All course sentries will remain at their assigned positions until the course is officially closed as stated in the previous item.

11. South Centre Street would be closed to vehicular traffic from Harrison Street to Frederick Street from about 7:55 a.m. until approximately 9:45 a.m.

12. In addition to the blockage of South Centre Street noted in the previous section, the start of the 5K race would require traffic control along Frederick Street, through the shopping center lot, and along South George Street at the beginning of the race only. The last runner would complete this section in about 5 minutes and no further traffic control would be necessary on this portion of the course since the runners will not use this route on the way back to the finish line.

13. Traffic cones and/or barriers would be used to block certain side streets coming into the race lane on Mechanic and South Centre Streets.

14. The Mountain Radio Club will provide coordinating communications on race day.

15. Medical emergency teams from Mt. Savage, Corriganville, Ellerslie, LaVale, and Cumberland, as well as Western Maryland Health System, will be informed of the race details. Emergency medical aid would be provided on the course and at the finish line.

16. Water would be provided at 2-mile intervals on the course.

D. Proposed Specific Traffic Control/Runner Safety Plan

The following attachment has been prepared to list all of the intersection and runner/traffic interface points on the course for the 15K and 5K. The plan lists each intersection and place of business on the route and indicates who will be implementing traffic control measures at each of these points. The abbreviations used are:

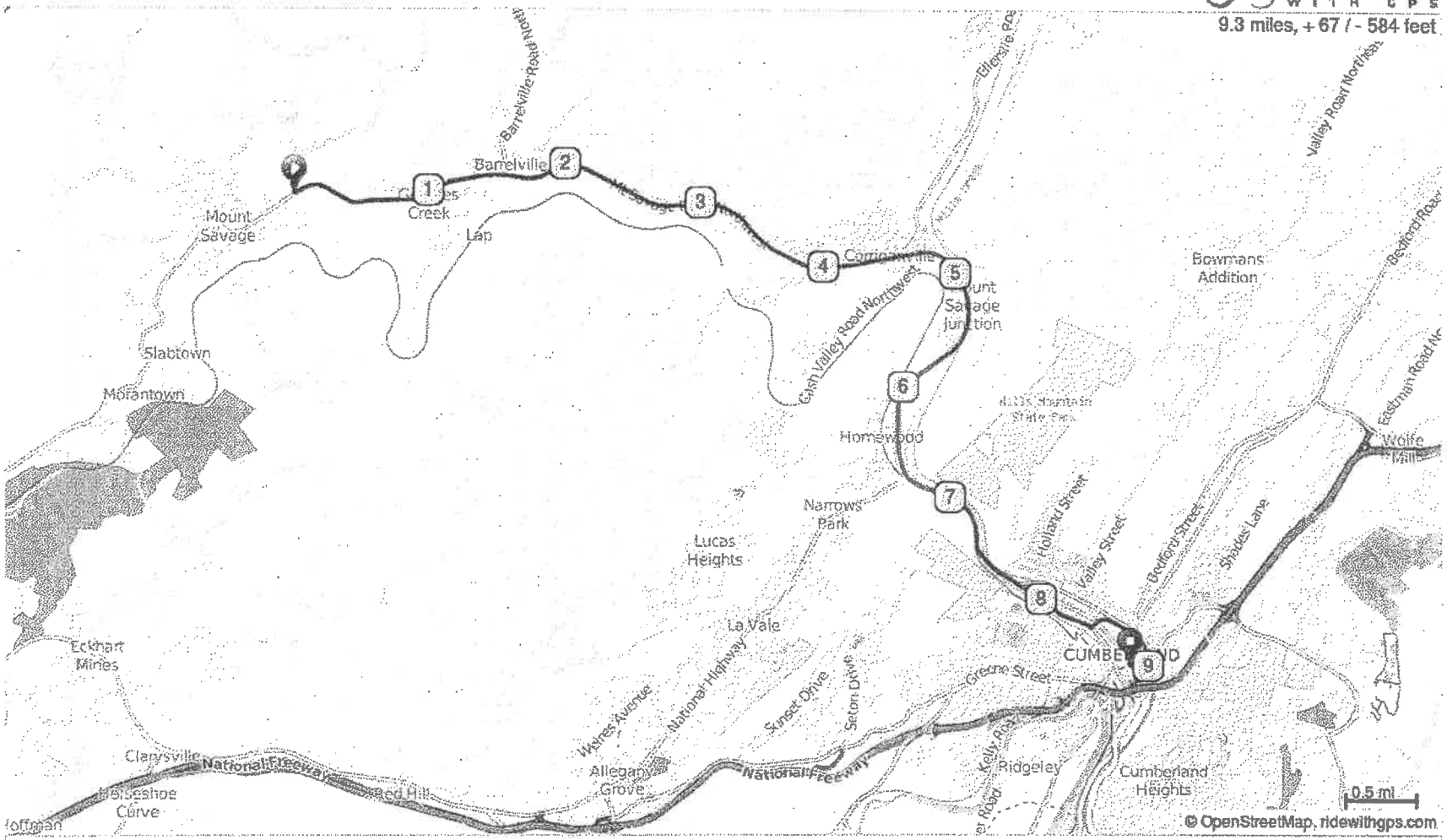
ACSO	Allegany County Sheriff's Office
CCP	Cumberland City Police
CSD	Cumberland Street Department
MSP	Maryland State Police
V	Volunteers

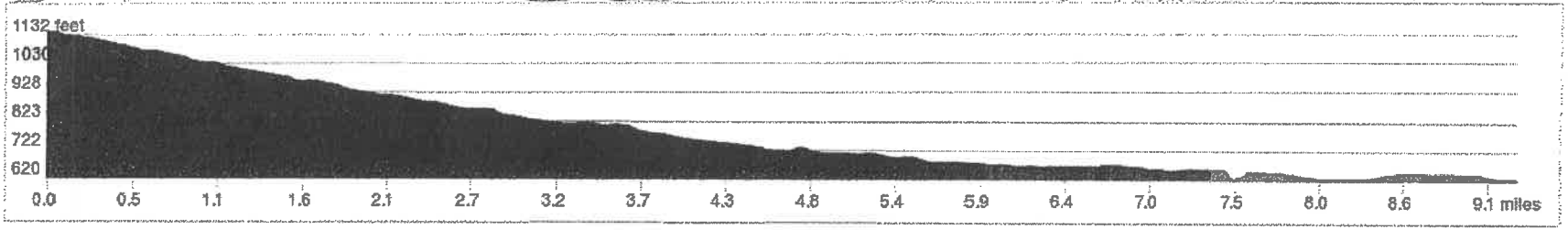
This plan will be revised to reflect any changes made prior to the race.

Great Allegany Run

RIDE WITH GPS

9.3 miles, + 67 / - 584 feet





Great Allegany Run

0.0	0.0	⚑	Start of route
6.7	6.7	↑	Continue onto US-40 ALT E/National Hwy SW
7.8	1.1	↑	Continue onto N Mechanic St
9.1	1.3	→	R onto W Harrison St
9.3	0.2	⚑	End of route

9.3 miles. +82/-599 feet

Special Event Checklist, Great Allegany Run, Saturday, October 6, 2018

Terri Lowery, 425 Crestview Drive, Frostburg, MD 21532 301-268-2256

1. The Great Allegany Run (GAR) consists of three events that need to be considered for traffic control purposes. All begin at 8 a.m. A 15 kilometer (15K) race begins in Mount Savage on Mount Savage Road (MD 36) by the Kemp Masonic Lodge. About 100 participants are expected. Participants proceed down MD 36. This road is temporarily closed in Mt. Savage from 8:00-8:10 a.m. with cooperation from the Allegany County Sheriff's Office (ACSO) and the Mount Savage VFD. Participants then move to the southbound shoulder with cones delineating the running area from the normal travel lanes for the remainder of the way to the Narrows. A five-kilometer (5K) race begins on Harrison Street near Queen City Creamery (the Smith Building). About 100 runners are expected and this event is entirely within Cumberland. The one event that is later is a kids run of about 100 yards length that will be run on the closed off section of South Centre Street and finish at the finish line for the 5K and 15K. The Kids Run is to be staged immediately at the conclusion of the 15K. We work with Cumberland Police with the street remaining closed about 10 minutes after the completion of the 15K run.
2. The diagram in (3) shows intersections along the routes and coverage at these points, which is made up of law enforcement officers, VFDs, and volunteers in Class 2 reflective vests. The Event Director distributes a packet to businesses and churches along the course and to explain the possible interaction points and parameter of times the runners go through along the course.
   a. Impact is minimal as event passes through quickly, but at the same time all businesses/churches receive a flyer explaining the event with director's number to call for more questions (attached). Many of the residents come out to watch and have offered to help out as well.
   b. See (2a) above
   c. See (2a) above
3. Map, updated in 2011 with new USATF certification, is attached.
   a. There is one signalized intersection outside of the Cumberland city limits – at the intersection of MD 36 & US 40 Alt, which is manned by the Maryland State Police. The Great Allegany Run director meets several times annually with officials leading up to event.
   b. Participants park in the Holiday Inn lot (the host hotel which is where registration is held) and are bussed up to Mount Savage. There is ample parking in the Kemp Lodge Masonic lot for participants and buses. Cumberland Police and Cumberland Street Department restrict parking along Mechanic Street, North Centre Street, and from South Centre Street between Harrison Avenue and Dexter Place (This is just off the downtown Cumberland Mall, at the finish of the race.).
   c. Traffic is one-way (closed westbound) through the Narrows (from Henderson Ave. to the MD 36 at US 40 Alt intersection), with City of Police directing detoured traffic at Henderson Ave. and the MSP directing traffic at the MD 36 @ US 40 Alt intersection. A public announcement is sent to all local media outlets with closings listed. This is printed annually

in the Times-News and is broadcast on radio stations (iii). (i) and (ii) are under direction of City Police. As to (iv):

The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.

Position	Location	Purpose	Assigned
1	MD 36 in Mt. Savage	Stop traffic at beginning of race and coordinate road closure with officer on Rt. 36 at former Melody Manor.	Mt. Savage VFD
2	Iron Rail St. & Mt. Savage Road	Keep cars from coming out onto course near start time.	Mt. Savage VFD
3	M & R Market	Keep cars from coming out onto course near start time.	V
4	Curve near Holly Gardens	Provide visibility around curve, warn runners/cars	V
5	Woodcock Hollow Road	Advise drivers not to go north on 36 after 7:50, hold all runners while runners pass.	V
6	The Manor	Hold traffic for race start	ACSO
7	The Manor	Direct runners into bike lane	V
8	Intersection @ MD 36 & 47	Direct traffic	VFD
9	Along inside curve between miles 2-3.5	Keep runners in bike lane	V
10	Porter Town Road, North Intersection	Provide motorist information and course visibility	V
11	Porter Town Road, South Intersection	Provide motorist information and course visibility	V
12	Richfield Avenue	Provide motorist information and course visibility	V
13	Kreigbaum Road @ just past Ford's Crossing	Provide motorist information and course visibility	V
14	Sheetz Store	Direct traffic on MD 36 intersection	MSP
15	Intersection, MD 36 & 35	Direct traffic	MSP
16	Cash Valley Road	Provide motorist information and course visibility	V
17	Rock Cut Road	Provide motorist information and course visibility	V
18	Timbrook Lot	Provide motorist information and course visibility	V
19	Super Shoes	Provide motorist information and course visibility	V

20	Toyota Dealer	Provide motorist information and course visibility	V
21	Collins Oldsmobile	Provide motorist information and course visibility	V
22	Shaffer Ford	Provide motorist information and course visibility	V
23	Cumberland Valley Motors	Provide motorist information and course visibility	V
24	Diamond Shine Car Wash	Provide motorist information and course visibility	V
25	Guardian Auto Glass	Provide motorist information and course visibility	V
26	Enterprise Rental Car	Provide motorist information and course visibility	V
27	Timbrook's Kia Lot	Provide motorist information and course visibility	V
28	Intersection, MD 36 & US 40 Alt	Direct traffic	MSP
29	Entrance to Locust Grove	Provide motorist information and course visibility.	V, MSP
30	Fruit Bowl	Provide motorist information and course visibility, advises drivers not to turn west on Rt 40 after 8:20.	V
31	Fruit Bowl	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
32	Personal Best	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
33	2, Klines Restaurant	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
34	LukOil	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
35	2, Amoco Station	Direct traffic, advise cars not to go west on Rt 40 after Police close westbound lane.	CSD
36	Mechanic St. & Henderson Ave.	Direct traffic, provide motorists with information on detour	CPD
37	Southern States entrance	Provide motorist information and course visibility.	V
38	Mechanic St. & N. Centre St.	Direct traffic	CPD
39	Mechanic St. & Franklin St.	Provide motorist information and course visibility.	V
40	Canada Place at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
41	Brooklyn Place at Mechanic St.	Same as 38.	V
42	Pioneer Place at Mechanic St.	Same as 38.	V

43	Pear St. at Mechanic St.	Same as 38.	V
44	Hampton Place at Mechanic St.	Same as 38.	V
45	Cresent Place at Mechanic St.	Same as 38.	V
46	Beverly Place at Mechanic St.	Same as 38.	V
47	Entrance to El Jinete restaurant location off Mechanic St.	Provide motorist information and course visibility.	V
48	Valley St. & Mechanic St.	Direct traffic.	CPD
49	Euclid Place	Move cones into street and inform motorists that the street is closed by order of the CPD	V
50	Eutaw Place	Move cones into street and inform motorists that the street is closed by order of the CPD	V
51	Smith St. at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
52	Bow St. at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
53	Moore's Upholstry	Provide motorist information and course visibility.	V
54	Mechanic St. & Queen City Drive	Direct Traffic.	CPD
55	N. Centre St. & Queen City Drive	Direct Traffic.	CPD
56	Methodist Church entrance onto Queen City Drive	Provide motorist information and course visibility.	V
57	Bedford St. & Queen City Drive	Provide motorist information and course visibility.	V
58	Frederick St. & Queen City Drive	Direct Traffic	CPD
59	Rose's Lot Entrance	Provide motorist information and course visibility.	V
60	McDonald's Lot exit onto Queen City Drive	Direct Traffic	CPD
61	Baltimore Ave & Queen City Drive	Direct Traffic	CPD
62	Holiday Inn lot entrance on Queen City Drive	Provide motorist information and course visibility.	V
63	Queen City Drive & Harrison St.	Direct Traffic	V
64	S. George St. & Harrison St.	Direct Traffic	CPD
65	Alley at rear of Elk's, across from 1st United Bank.	Provide motorist information and course visibility.	V
66	Anton's lot entrance	Provide motorist information and course visibility.	V
67	S. Centre St. & Harrison St.	Direct Traffic	CPD
68	S. Centre St & Union St.	Direct Traffic	CPD
69	S. Centre St. & Dexter Place	Street Blocked	CPD

70	Baltimore Street & Mechanic St	Direct traffic for walk.	CPD
71	Baltimore St & Canal St.	Provide motorist information and course visibility.	V
The following are needed at the start of the 5K only.			
72	Frederick St. & S. Centre St.	Direct Traffic	CPD
73	Plaza Lot entrance off Frederick St.	Direct runners into Value City lot.	V
74	2, Plaza lot	Provide motorist information and course visibility.	V
75	S. George St. & Baltimore Avenue	Provide motorist information and course visibility.	V
76	Union St. & S. George St.	Provide motorist information and course visibility.	V
77	Harrison St . & S. George St.	Direct runners onto Harrison St.	V

4. There are four water tables set up along the route. The water stops at mileposts 2 and 4 are located very near the milepost signs which are marked on the road. Mile 2 is manned by local volunteers and is just past the MD 47 intersection. The station at 4, also with local volunteers, is just past Ford's Crossing. The station at mile post 6 is near the Diamond Shine car wash. The milepost 8 station is on the sidewalk beside El Jinete Mexican restaurant. These are both manned by ACHFH members or Frostburg State University volunteer clearinghouse (depending on numbers we sometimes consolidate from 4 to 3 stops). We will recycle the appropriate portions of our waste stream and report to SHA on the amount of material recycled. Volunteers are instructed to pick up discarded cups and put in trash bags. They leave bagged trash and any unopened water and left-over clean cups in a separate trash bag at the table where it is picked up by deputy director of GAR later that morning. Footprint is one table with volunteers handing out water alongside and they wear gear for their program, with safety vests mandatory.
5. There are no designated spectator locations. For the most part, people watching do so from their homes. Advance announcement is via media (print and broadcast) as to the hazards and mitigation plan for this event.
6. 350 are provided and set up by Flagger Force. These are placed from Mt. Savage to Cumberland by Flagger Force personnel at approx. 6 a.m. race morning and removed later that same morning. City of Cumberland places all cones within city limits for 5K and portion of 15K in Cumberland, and they are removed immediately after the race. Additionally, we have at least two electronic signs warning motorists placed along Route 36 a day before the event and then removed later in the day on race day.
7. All detour plans are conducted by the City of Cumberland. In Mount Savage, traffic is held briefly by the Allegany County Sheriff's Office with volunteer fire department on hand as well.
8. Mountain Radio Club is stationed all along course and police are first responders. In case of emergency, whether for participants or others, we are able to respond promptly thanks to the support of the radio club, VFDs, and police.

9. Great Allegany Run works closely with City of Cumberland Police and Maryland State Police for these locations that require police assistance. GAR is responsible for any additional costs that are borne of this assistance.
    a. Exact locations are listed in (3c) above. In our meetings with the police will determine officers and exact numbers, but I expect it to be very similar for 2013 to past years.
    b. Queen City Striders has approximately 50 volunteers who are assigned to locations throughout the race and at finish. They are released from their location when the last runner has passed, with accompanying trailing vehicle. We also request any overtime costs be estimated and we follow up with these entities soon after the race, both for any costs and for advice on future events. All volunteers are provided with reflective safety vests.
    c. We are requesting the same support from the State Highway Administration as in past years and I welcome the opportunity to meet with SHA personnel in September directly to go over whether this continues or if we request MSP and others who we have worked with at those points. Cost estimates can be provided at this meeting as well.
    d. Primary contact is Terri Lowery, Race Day Director, at 301-268-2256, other day-of emergency contacts include: Paul Yockus (Mount Savage support) 240/205-4228; Radio Club, 301/723-0305
    e. We do not use "leap-frog" approach as that would contribute to event traffic. We have officials who are dedicated to the start or to water stops, others who are dedicated to the finish.
    f. If there are MOUs for this event, they would be initiated by governing bodies such as City of Cumberland. What we provide each year is a Special Events Permit which is signed off by various bodies, as well as a downtown mall permit. This is a non-profit event.
10. Queen City Striders is an organization in good standing with the Road Runners Club of America, which carries comprehensive insurance that protects the event and the organization.
11. Event is held rain or shine. If there is a declaration of emergency whether for weather or other, the Great Allegany Run is in close contact with all media outlets toward this announcement.