MAYOR	COUNCIL
Brian K. Grim	Nicole Alt-Myers
	Seth D. Bernard
CITY ADMINISTRATOR	David Caporale
Jeff Rhodes	Richard J. "Rock" Cioni
CITY SOLICITOR	**CITY CLERK**
Michael Scott Cohen	Marjorie A. Woodring

MINUTES

Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
6:15 P.M.

DATE 11/15/2016

***Pledge of Allegiance**

I. ROLL CALL

Councilman Caporale made a motion to nominate Councilwoman Nicole Alt-Myer as mayor pro tem. Councilman Bernard seconded the motion and it passed on a vote of 4-0.

Mayor pro tem Alt-Myers called the meeting to order at 6:17 p.m.

PRESENT: Nicole Alt-Myers, Mayor pro-tem; Council Members Seth Bernard, David Caporale, and Richard J. Cioni, Jr.

ABSENT: Mayor Brian Grim

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

Mayor pro tem Alt-Myers announced that a Closed Session had been held on Friday, November 11, 2016 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. City Solicitor Michael Cohen noted a correction to the statement to include Shawn Hershberger, Executive Director of the CEDC, as a person in attendance at that meeting.

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Certificate of Appreciation presented to Soul's Won Ministries in recognition of their 11th Anniversary

Mayor pro tem Alt-Myers read the Certificate of Appreciation and presented it to Pastor Watkins, noting the City's appreciation for the service Souls Won provides to the community.

III. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for October, 2016

Item Action: Approved

Motion to approve the report was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

(B) Public Works

1. Maintenance Division monthly report for October, 2016

Item Action: Approved

Motion to approve the report was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

2. Engineering Division monthly report for October, 2016

Item Action: Approved

Motion to approve the report was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of November 1, 2016

Item Action: Approved

Motion to approve the minutes was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

V. PUBLIC HEARINGS

(A) Public Hearing - to receive comment on the proposed amendment to the Lighting Standards in Section 6.08 (5) (b) of the Zoning Ordinance to change the lighting intensity standard that applies to prohibited residential uses in the city's primary business zones from 0.4 ft. candles to 1.0 foot candles

Mayor pro tem Alt-Myers convened the Public Hearing at 6:24 p.m.

David Umling, City Planner, provided background on the intent of the amendment. He discussed current lighting restrictions on lighting glare on all residential properties and how those standards may require commercial development in the zone to limit its outdoor lighting glare on a neighboring prohibited residential use. Staff had determined that the current level of protection for may be excessive for residential uses that do not belong within that zone and may unreasonably limit permitted commercial development potential. The proposed Zoning Amendment will address this issue by increasing the glare limit on non-permitted residential properties in the primary business zones.

Mr. Umling reviewed the proposed features of the zoning text amendment and the procedural steps taken to complete the amendment. The amendment had been presented to the Planning and Zoning Commission in July and one change had been made regarding prohibited uses. A public hearing was held on September 12, 2016 and the commission recommended approval.

Mayor pro tem Alt-Myers called for questions or comments.

Being none, the Public Hearing closed at 6:27 p.m.

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to transfer certain surplus real property located East of Shades Lane and the Goethe Street Addition and North of Welton Drive consisting of 15.07 acres +/- to Sean McCagh and Gary Blake

Mr. Rhodes provided background on the Ordinance and advised that it was unknown who actually owned this particular parcel of land. It is not believed that the City ever owned it. The Ordinance authorizes the execution of a quit claim deed to state that any ownership the City may have in the property will be conveyed to McCagh and Blake.

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to accept the second reading and proceed to the third after comment was made by Caporale, seconded by Cioni, and was passed on a vote of 4-0.

Mayor pro tem Alt-Myers 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 4-0.

ORDINANCE NO. 3814

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda. Mayor pro tem Alt-Myers entertained questions and comments from Council and the public. Motion to approve Consent Agenda Items 1-10 was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

1. Order authorizing the execution of Amendment No. 2 to the MD Bikeways Grant Agreement for the C&O Trail Connections Project (originally authorized Setember 10, 2013 by Order 25,567) to extend the term end of the Agreement to August 31, 2017

ORDER NO. 26,055

2. Order authorizing the execution of Amendment No. 2 to the Maryland Bikeways Grant Agreement for the Frederick and Bedford Street Bike Improvements Project (No. 11-13-M) to extend the term end of the Agreement to August 31, 2017

ORDER NO. 26,056

3. Order declaring a 2005 Chevrolet Truck (#1GNDT13S352262755) and a 1992 International Dump Truck (#1HTSEPHN9NH442418) as surplus vehicles and authorizing them for sale or trade-in

ORDER NO. 26,057

4. Order declaring a B&O Caboose currently displayed at the Constitution Park to be surplus property and authorizing its donation to the Western MD Scenic Railroad to be restored and preserved for future generations

ORDER NO. 26,058

5. Order authorizing the Chief of Police to enter into a General Release Agreement with the Maryland

Police and Correctional Training Commission (MPCTC) to permit police academy students from the Cumberland Police Department to participate in driver training at the MPCTC Driver Training Facility

ORDER NO. 26,059

6. Order authorizing the Chief of Police to enter into an Operating Agreement with the Western Maryland Health System Corporation (WMHS) to provide direction and support to officers of the Cumberland Police Department by mental health professionals when responding to calls involving persons who appear to be experiencing mental disorders and are displaying associated behaviors

ORDER NO. 26,060

7. Order authorizing the Mayor and Chief of Police to enter into a Memorandum of Understanding with the Board of Allegany County Commissioners, the City of Frostburg, and Frostburg State University to equally share the cost of a part-time, Administrative Specialist assigned to the Allegany County Combined Criminal Investigative Unit, who will provide clerical support to investigators

ORDER NO. 26,061

8. Order authorizing a contribution of $5,000 to the Allegany County Animal Shelter to fund a trap/spay/neuter program for feral cats in the City and authorizing an appropriation to the FY17 General Fund / General Government Budget in the amount of $5,000

ORDER NO. 26,062

9. Order appointing Cindi Bolyard to the Human Relations Commission for a three (3) year term effective November 15, 2016 through November 15, 2019

ORDER NO. 26,063

10. Order authorizing the execution of a Grant Agreement with the MD Heritage Areas Authority to provide $10,800 in funding for the Canal Place Heritage Area Partnership Programming Project

ORDER NO. 26,064

(B) Letters, Petitions

1. Letter from the City Administrator advising that, having visited the site of the South Spruce Place alley closing, he has determined that there are no damages caused to any of the adjacent property owners as a result of the closure, and there is no apparent added benefit to the property owners, but any added value will be formally determined by the MD Department of Assessments and Taxation

The letter was acknowledged and entered into public record.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Doug Hutchins, 11207 Sunrise Avenue, and representative of Cumberland Trail Connection at Canal Place, spoke about a new

cooperative initiative generated by 22 local businesses called Cumberland for the Holidays. The intent of the initiative is to attract people to the downtown area and encourage them to buy from the local businesses. He described details of the program that is also designed to support local charities. He discussed the cooperation between the Canal Place Preservation and Development Authority, the Western MD Scenic Railroad, Fairfield Inn, and the downtown shops.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:43 p.m.

Minutes approved on December 20, 2016

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

Mayor and City Council of Cumberland

Closed Session Summary

Friday, November 11, 2016 at 2:00 p.m.

Second Floor Conference Room, City Hall

On Friday, November 11, 2016, the Mayor and City Council met in closed session at 2:00 p.m. in the second floor conference room of City Hall to discuss a development proposal relative to the potential location of businesses in the Maryland Avenue Redevelopment Project Area.

Persons in attendance included Mayor Grim, Council Members Alt-Myers, Caporale, Cioni, and Councilman Bernard via conference phone; City Administrator Jeff Rhodes, City Attorney Michael Cohen, CEDC Executive Director Shawn Hershberger, CEDC Chairman Jonathan Hutcherson, and City Clerk Marjorie Woodring.

On a motion made by Councilman Caporale and seconded by Councilwoman Alt-Myers, Council voted 5-0 to close the session. No actions were voted upon and the meeting was adjourned at 3:09 p.m.

Authority to close the session was provided by the State Government Article of the Annotated Code of Maryland, Subsection 10-508 (a) (4).

This statement was entered into the public record during the November 15, 2016 public meeting.

Regular Council Agenda
November 15, 2016

Description

Certificate of Appreciation presented to Soul's Won Ministries in recognition of their 11th Anniversary

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

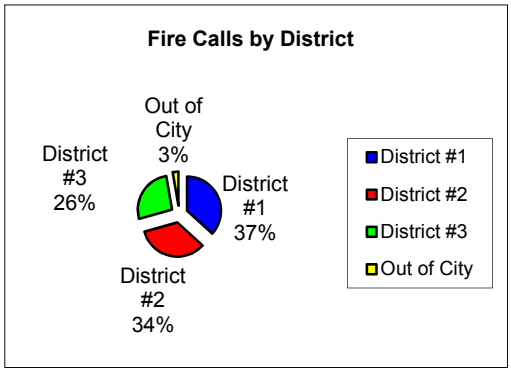
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF OCTOBER 2016
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 109 Fire Alarms:

Responses by District:

District #1	40
District #2	37
District #3	29
Out of City	3
	109



Number of Alarms:

First Alarms Answered	109

Calls Listed Below:

Property Use:

Public Assembly	3
Educational	1
Institutional	6
Residential	60
Stores and Offices	4
None	1
Special Properties	34
	109

Type of Situation:

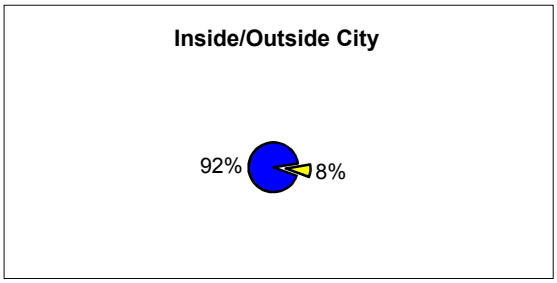
Fire or Explosion	8
Overpressure	1
Rescue Calls	57
Hazardous Conditions	10
Service Calls	11
Good Intent Calls	11
Special Incident Type	1
False Calls	10
	109

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in October:	$480.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$18,500.00
Fire Service Fees for Fire Calls Paid in October:	$5,420.00
Fiscal Year Fire Services Fees Paid in Fiscal Year:	$4,580.00
All Fire Service Fees Paid in Fiscal Year 2017:	$7,030.75

Fire Service Fees for Inspections and Permits Billed in October:	$350.00
Fire Service Fees for Inspections and Permits Paid in October:	$250.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,200.00

Cumberland Fire Department Responded to 495 Emergency Medical Calls:

In City Calls	455
Out of City Calls	40
Total	495



Total Ambulance Fees Billed by Medical Claim-Aid for October:	$186,303.01
Ambulance Fees Billed Fiscal Year to Date:	$473,011.21
Ambulance Fees Paid: Revenue Received in October:	$89,590.25
FY2017 Ambulance Fees Paid in FY2017:	$201,655.68
Total Ambulance Fees Paid in FY2017:	$340,368.48

(Includes all ambulance fees, previous and current fiscal years, paid in FY2017.)

Cumberland Fire Department Provided 21 Mutual Aid Calls:

20	Mutual Aid Calls within Allegany County
1	Mutual Aid Calls outside of Allegany County
21	

Bowman's Addition VFD	4
Cresaptown VFD	6
District #16 VFD	2
Flintstone VFD	7
LaVale Vol. Rescue Squad	1
	20
Ridgeley VFD	1
	21

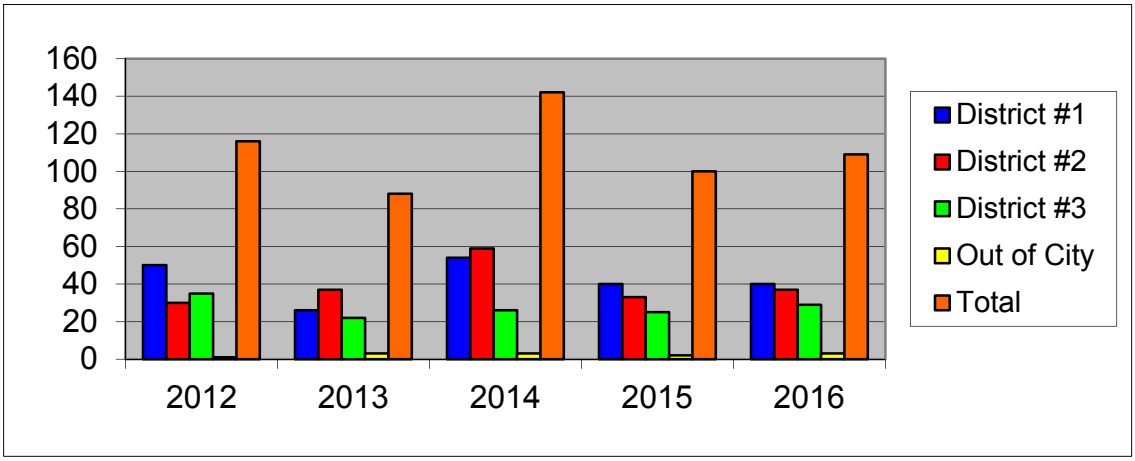
Cumberland Fire Department Provided 19 Paramedic Assist Calls:

12	Paramedic Assist Calls within Allegany County
7	Paramedic Assist Calls outside of Allegany County
19	

Bowman's Addition VFD	1
Corriganville VFD	1
Cresaptown VFD	3
Flintstone VFD	1
LaVale Vol. Rescue Squad	4
Mount Savage VFD	2
	12
Fort Ashby VFD	1
Hyndman Area Rescue Squad	3
Ridgeley VFD	2
Short Gap VFD	1
	19

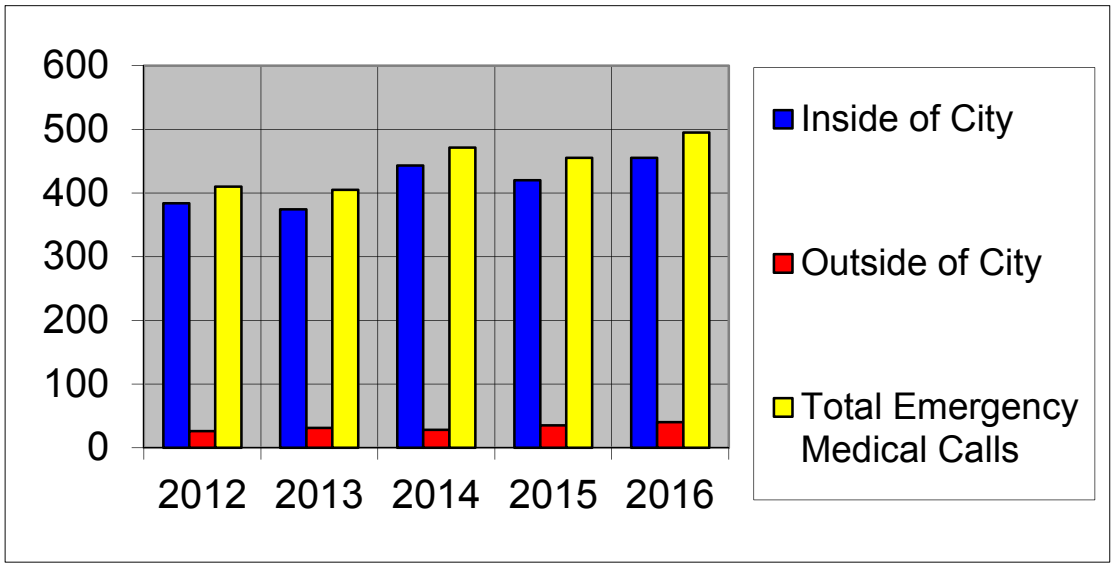
Fire Calls in the Month of October for a Five-Year Period

	2012	2013	2014	2015	2016
District #1	50	26	54	40	40
District #2	30	37	59	33	37
District #3	35	22	26	25	29
Out of City	1	3	3	2	3
Total	116	88	142	100	109



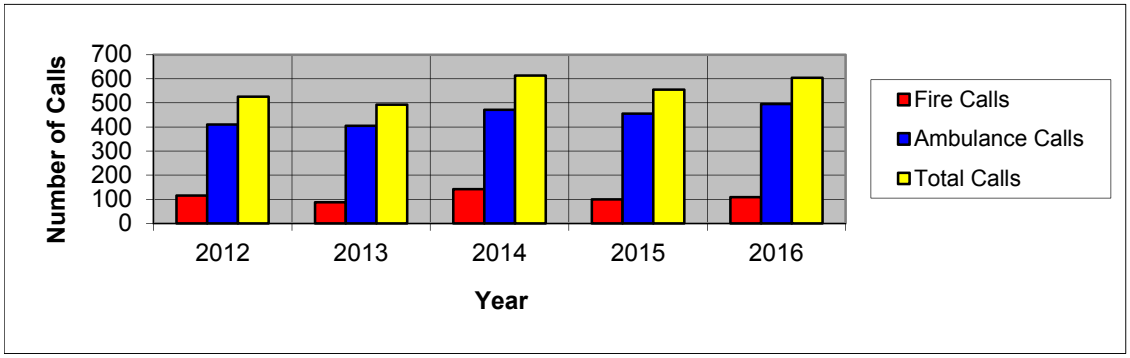
Ambulance Calls in the Month of October for a Five-Year Period

	2012	2013	2014	2015	2016
Inside of City	384	374	443	420	455
Outside of City	26	31	28	35	40
Total Emergency Medical Calls	410	405	471	455	495



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

	2012	2013	2014	2015	2016
Fire Calls	116	88	142	100	109
Ambulance Calls	410	405	471	455	495
Total Calls	526	493	613	555	604



Training

Training Man Hours:		206.50 Man Hours
Fire Department Organization	6.50	
Apparatus Check Procedures	22.00	
Apparatus Inventory	22.00	
Drug Box Refresher	3.75	
EMS Jeopardy	19.25	
Spinal Immobilization	14.00	
EMT Recertification	57.00	
Triage	12.00	
Ladder Training	11.00	
Meters	4.50	
Physical Fitness	10.00	
Ropes and Knots	13.50	
Water Rescue	11.00	
	206.50	

Fire Prevention Bureau

Pre-Plans by Crews	0
Complaints Received	3
Conferences Held	62
Correspondence	7
Inspections Performed	9
Investigations Conducted	9
Plan Reviews	1

Personnel

Nothing to report.

Statistics Compiled by Julie Davis, Fire Administrative Officer

Regular Council Agenda
November 15, 2016

Description
Fire Department monthly report for October, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
October 2016

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
OCTOBER 2016

- POTHOLES AND COMPLAINTS
  - Potholed 23 Streets and 4 Alleys using approximately 27 tons of HMA.

- UTILITY HOLE REPAIR
  - Completed 11 Water Utility Hole Repairs and 8 Sewer Utility Hole Repairs using 34 tons of HMA and 1 CY of concrete.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 16 Traffic Control Signs.
  - Installed 5 and Removed 1 HC Signs.
  - Refresh curbs throughout the City.

- STREET SWEEPING
  - Swept 150 curb miles (approx. 100 cubic yards of debris).
  - Hauled 26 tons to Landfill.

- MISCELLANOUS
  - Completed 20 Service Request.
  - Tree/Brush work 2 days.
  - Cleaned Baltimore Street Underpass 1 time.
  - Leaf Pick-Up began on 10/24/16 – 7 loads.
  - Gay St cleanup for Community Development, hauled 6.5 tons of material to landfill.
  - VA Ave/Offutt Street Radius Repair - 8 CY of Concrete.

STREET MAINTENANCE - OCTOBER 2016		Oct. 2-8	Oct. 9-15	Oct. 16-22	Oct. 23-29	Oct. 30-31	TOTAL
SERVICE REQUEST COMPLETED		6	6	6	1	1	20
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY	4	4				8
UTILITY HOLES REPAIRED	WATER	4	3	4			11
	SEWER			6	2		8
	CY	0.50					1
	TONS	6.0	6.5	19.5	2.0		34
POTHOLES FILLED	STREETS	7	4	9	1	2	23
	ALLEYS			1	1	2	4
	DAYS						0
	Cold Mix						0
	TONS	5.0	4.0	10.5	2.0	5.0	27
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		6			10		16
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED					1		1
				1	4		5
		1					1
PAINTING PERFORMED	BLUE	1			5		6
	YELLOW						0
	RED	1			6		7
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS		11	9	5		25
	MILES		93	57			150
SWEEPER DUMPS HAULED TO LANDFILL	TONS	6.6	11.6		8.1		26
SALT BARRELLS - PICK UP	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS				1			1
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days				2		2
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads				7		7

Gay Street Clean Up for Community Development (6.55 tons to landfill)

Radius Repair at Virginia Ave./Offutt Street

10/07/16 - 4 CY

10/14/16 - 4 CY

Traffic control and OT for Halloween Parade 10/26/16

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
OCTOBER 2016

- Constitution Park
  - Cleaned up garbage, bathrooms and pavilions 3 time/week.
  - Cut grass in Park and Long Field.
  - Shutting down pool for winter.
  - Removed bob wire from top of pool fence.
  - Worked OT for Halloween in the Park (10/30/16).
  - Tree work in Park.

- Mason Complex
  - Cleaned up garbage 3 time/week.
  - Lined Fields as per schedule.
  - Cut grass.

- Abrams, Cavanaugh and JC
  - Cut grass.
  - Aerated and seeded Abrams.

- Miscellaneous Work
  - Continue to maintain, cut grass and pick up garbage at Parklets and other areas.
  - Worked OT for Halloween Parade on 10/26/16.
  - Repaired hand railing and trimmed hedges at Washington HQ's.
  - Installed additional lighting on Virginia Ave for Parade.

Parks and Recreation								
Field Work								
October 2016								
		Line		Spike		Drag		
Flynn								
Nonnennmann								
Northcraft		1		1		1		
Bowers								
Galaxy		2						
United		2						
Nonnennmann SF		2						
Bowers FB		2						
United FB		2						
Long		2				1		
Cavanaugh		3		1		2		
JC								
Abrams								
AC								

Parks and Recreation Department		
Grass Cutting		
October 2016		
LOCATION		DATES CUT
Fairmont		
Ridgedale		
Springdale		October 4, 13
Mason		October 11, 12, 13, 18, 19
Park		October 18, 19
Long		October 18
Cavanaugh		October 12, 19
Smith Park		October 13
Vets Park		October 17
Pine Ave		October 19
JC		October 12
Valley St Parklet		October 12
Abrams		October 19
Washington HQ		October 17
Sundial		October 11
Lucys Park		October 19
MCS		
Evitts Creek		October 7, 19
Boat Ramp		
Mullen		October 11
500 Block of Maryland Ave.		October 11
14 Somerville in Rear		October 11
Old HRDC		October 11
Rolling Mills Parklet		October 11
Goethe		October 13
Pistol Range		October 3
Louisiana Ave.		October 4

Parks and Recreation Department
Miscellaneous Work
October 2016
Installed additional lighting on Va. Ave. for Halloween Parade (10/12/16)
Tree work in Park (10/14/16)
Repaired hand railing and trimmed hedges at Washington HQs (10/14/16)
Brush removal from gazebo (10/17/16)
Tree work in Park (10/17/16)
Halloween Parade (10/26/16)
Removed barbed wire along fence at Pool

Fleet Maintenance
October 2016

Total Fleet Maintenance Projects	**76**
Street Maintenance	9
Snow Removal	0
DDC	0
CPD	23
Water Distribution	10
P & R Maintenance	2
CFD	7
Sewer	4
Code Enforcement	2
Flood	2
PIP	0
WWTP	0
Engineering	0
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	0
Water Filtration	1
Small Engine Repairs	0
Scheduled Preventive Maintenance	12
Field Service Calls	4
Total Work Orders Submitted	**12**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
November 15, 2016

Description
Maintenance Division monthly report for October, 2016

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						October 31, 2016	
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	Survey in progress.	PJD	10/27/2016
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	No Change- City comments on the plans have been provided to SHA and we expect to see FINAL Plans by June 2016. We did not get the final plans in June, but did confirm to SHA that the City controls the right of way where signs will located.	JDF	7/7/2016
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Construction	**UPDATE -** The construction of the project, including extra work on a section of wall north of this project, is complete. A change order to this contract allowed for repairs to a section of failing wall on Helen Street.	JRD	10/25/2016
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	**UPDATE** Bids were opened on October 5, 2016 and the apparent low bidder was Leonard S. Fiore, Inc with a bid of $26,416,340 and the next bid was from LOBAR, Inc. with a bid of $27,620,000. Fiore had a weak MBE submittal in their bid, but they have been requested to submit documentation on their efforts and that will be review by MDE after we receive it.	JDF	11/9/2016
2011	25-11-SWM	25-11-SWM Love's Country Store and Travel Stop	SWM review for a proposed development	Construction	Complete. This will be the last report for this project.	PJD	10/27/2016
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** -SHA material clearance complete, SHA project sketch book (quantities) review complete, and we are awaiting a ruling on ADA compliance from the SHA as requested by the Contractor	JRD	10/25/2016
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Construction	**UPDATE** - Center Street was milled and paved under the IA Contract. The bicycle pavement markings and signs for this project were bid with the Frederick Street / Bedford Street Bike Improvement Project and will be completed at the same time. The contract has been award to PSI, and installation is scheduled in the spring of 2017.	JRD	10/25/2016
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	Working on "Bullpen" area	PJD	10/27/2016
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** - Looking at installing sewer line.	PJD	10/27/2016
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Construction	**UPDATE** -This project has been awarded to PSI, and work is expected to begin in the Spring of 2017. Maryland SHA has already secured approval for the use of green pavement makings in the bike lanes, and has requested approval from FHWA to the shared lane pavement markings with the green background.	JRD	10/25/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	04-14-WWTP	Sludge Screening Study	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	Study	No change- Need/Benefit of the project is being reevaluated. Price proposal has been requested form the selected equipment supplier. A request for an MDE Permit has been submitted. As soon as we are sure funding is in place this	JDF	11/9/2016
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	A number of street have been paved this season under this contract and a separate report will be submitted at the end of the season.	JDF	11/9/2016
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 Bidding	**UPDATE** - We have received a few final review comments from Maryland SHA, and are awaiting permission to bid the project from Federal Highway Administration and Maryland SHA. The project will be bid this winter, and there is an estimated start of construction in the Spring of 2017.	JRD	10/25/2016
2014	10-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Construction	**Complete** - Work is complete, we will request reimbursement was submitted in June. A final report is still needed and should be done in July or August. The City Bike Improvement was combined with a Canal Place Contract.	JDF	11/9/2016
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	Documents being revised to bid-ready status. Will be submitted to SHA for their review.	PJD	10/27/2016
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	10/27/2016
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**UPDATE** - The Design Report from Alta Planning + Design was submitted and we are planning a very brief presentation to the mayor and City Council in May, 2016. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed. We anticipate being able to fund a project to seek grant funds through the MPO, and that should proceed in July or August 2016.	JDF	7/7/2016
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**UPDATE** MEA approval to move forward with lighting and HVAC projects received 10/26/2016. This review is took a very long time, so long that the PE lighting rebates have been exhausted. Project scope was reduced for lighting portion. HVAC rebates expired September 15. I have requested reinstatement of these rebates.	RJK	10/27/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
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	This project should become a Canal Place Project, but the City will have to be involved because the Flood Control Project. The MDOT Planning Funding may be turned over to Canal Place so that the preliminary study can get started and Canal Place is expected to find additional funding so the project can proceed to the design stage.	JDF	2/10/2016
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Construction	Work in progress.	PJD	10/27/2016
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	Final SWM plan approved.	PJD	10/27/2016
2015	15-15-P	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	A similar contract had been awarded to Belt Paving in 2014, however Belt could not provide City work, so other paving contractors were asked to provide the work. Only IA Construction responded with a proposal	Construction	Planning work for paving is underway and will be reported in more detail in the April 2016 report.	JDF	4/15/2016
2015	16-15-M	2015 Fall Tree Removal	Hazard Tree Removal	Complete	**UPDATE** Contractor has completed project. This will be the last report on this project.	PTE	4/29/2016
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Study	**UPDATE** Stream sampling ongoing through December 2016. Stream sampling kicked off by MDE with assistance from the City and co-coordinated by WR&A. Sampling events occurred July 14 & 29 in 6 locations on the Potomac and Wills Creek. Study contract awarded to Whitman Requardt & Associates (WR & A), and they were notified to start work on 17 Dec 2015. A study update is anticipated in April 2016.	RJK	10/27/2016
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	**UPDATE -** This project was originated by the Neighborhood Association, however after they received State funding the City has agreed to take on the project and provide the necessary local funds to get it completed. Design work is currently in progress and we should be able to provide a good update in the May, 2016 report. Paving of Washington Street in included in the IA Paving Contract, but work can't begin until all of the conduit work for lighting is completed.	JDF	4/15/2016
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**	RJK	10/27/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
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 -** Concept Plan approval rescinded. New site plan needed.	PJD	10/27/2016
2016	11-16-SWM	Site Modifications to MacDonald's on the Industrial Boulevard	Drive-thru modification to a side-by-side configuration	Design	**NO CHANGE** - Final SWM Plan submittal approved	PJD	10/27/2016
2016	12-16-M	New Baltimore Street Town Center	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.	RFP	Proposals in hand and reviewed. Awaiting official funding prior to recommending award of contract	PJD	10/27/2016
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements		Construction			
2016	14-16-M	Nemacolin and Richwood Avenue Improvements		Construction			
2016	15-16-M	2016 Fall Tree Removal	Hazard Tree Removal	Construction	Contractor is Duncan Tree/Kiddy Contracting. Will be starting next week.	PTE	10/27/2016
2016	16-16-SWM	The Final Touch Building Addition	Addition of a 5,000 SF building and new parking lot at the Kelly Road facility	Construction Bidding	Final SWM plan approved.	PJD	10/27/2016
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	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	11/9/2016
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	JDF	11/9/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						July 31, 2016	
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** Burgmeier's to submit a letter requesting to extend garbage/recycling contract for FY18 by Jan 1, 2017. A meeting will be held to review extension in Dec.	RJK	27-Oct-16
	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** Industries continue self monitoring as per individual permits. State inspection of the City's program took place Sept 23, 2016. Industry inspections completed for 2016 calendar year. A sludge was introduced into the ECPS causing a dry weather CSO on 10/22. WWTP notified MDE as required. Staff traveled the sewer area with Charlie Hatfield 10/26 speaking with ACM and and All Co staff regarding sewer projects. No correlation was found. Sewer Dept will keep an eye out for strange activity in around sewer in the EC region.	RJK	27-Oct-16
	WWTP	POTW NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	18-Aug-16
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**UPDATE** The semi annual report was submitted July 1, 2016. Due to the number of demolitions, the report yields a decrease in WW flows by 21 EDUs. July 10, 2016. The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units). Any new large size developments shall undergo review from the Engineering Division for the need for approval for new connections.	RJK	7-Jul-16
	WFP	NPDES Permit	Requirements for compliance		**UPDATE** Application for renewal of permit 90% complete (due November 2016).	RJK	27-Oct-16
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**NO CHANGE**	PTE	29-Apr-16
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Fall tree removal project is active. Having trees pruned by contractors or in-house.	PTE	27-Oct-16
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** The Forest Management Plan is in the writing stage.	PTE	27-Oct-16

John:

Here is my planning staff activities report contribution for the month of October 2016. If you should have any questions, please let me know. Thanks.

2013 Comprehensive Plan Implementation – Discussed the current status of an Asset Management system with Engineering staff. Reviewed and updated Plan Implementation status report.

Cumberland Bicycle Advisory Committee - Cancelled the November 10 CBAC meeting due to a lack of agenda items. Discussed the status of the skatepark project with the Director of Recreation.

Subdivision/Site Plan Reviews - Met with the City Administrator on October 14 to discuss the permitting process for the final dwelling in the Cornerstone Hill project. Coordinated with Engineering staff on the review of a minor site plan for the Final Touch building addition. Discussed the mixed use (residential/commercial) zoning provisions and requirements for the Central Business District zone for 101 South Centre Street building. Discussed final plat approval procedures and requirements with the Cumberland Housing Authority Director for the Cornerstone Hill project. Confirmed the building permit status for SPR 80 – Hampton Inn to ensure vesting of approval. Reviewed the revised final plat for the Cornerstone Hill project—discussed the revisions with the Director of Engineering.

Zoning Amendment Petitions – Prepared a final public hearing legal ad for ZTA 16-01 and provided it to the City Clerk for posting and publishing. Posted a copy of the legal ad on the Community Development bulletin board and placed a copy in the public inspection file folder. Reviewed and commented on the draft adoption ordinance for ZTA 16-01. Prepared a powerpoint slideshow for the November 15 Mayor and Council public hearing on ZTA 16-01 and forwarded the presentation to the City Adminstrator for inclusion in his slideshow for the meeting.

Planning Commission Administration – Prepared a draft agenda for the November 14 PC meeting and verified a quorum of members to attend. Responded to an inquiry from LaMar Advertising seeking a copy of the September 12 PC meeting minutes. Reviewed the draft September 12, 2016 PC meeting minutes and provide comments to the PC Administrative Secretary. Discussed Comprehensive Plan consistency with the Code Enforcement Administrator regarding a proposed Joint City/County housing redevelopment effort for sections of South Cumberland.

Board of Appeals Administration – Cancelled the November 2 and 16 BOA meetings due to a lack of agenda items. Scheduled the December 7 BOA meeting and verified a quorum to attend. Prepared a notice of intent to void letter for ZA 125 – 64 Baltimore Street sign variance, and mailed it to the applicant. Conducted an inspection of the sign erected at 64 Baltimore Street on November 12 to ensure compliance with the variance approval. Reviewed and prepared a staff report for ZA 134 – 2020 Bedford Road Sign Variance application. Placed a copy of the staff report in the public inspection file and e-mailed a copy to the applicant's representative.

MDP/MML Coordination – Attended the October 7 joint MML/MaCO Planner's meeting in Annapolis. Discussed MD Rural Task Force issues with Les Knapp (MaCO representative). Met with MDP Western

Maryland Office staff on October 20 to discuss PlanMaryland issues. Obtained PlanMaryland enabling legislation and prepared a recommended revised introductory statement for PlanMaryland. Met with the Carol County Planning Director on October 21 to discuss shared PlanMaryland concerns.

Annexation Petitions – No work was conducted on this task during the month of October.

Street Closure/Naming Petitions – No work was conducted on this task during the month of October.

Economic Development – Attended the October 4 Heritage Association meeting. Attended a October 18 coordination meeting for an upcoming Smithsonian travelling exhibit.

General Transportation Issues/Projects – Attended the October 6 SHA Annual Road Tour meeting. Attended the October 23 SHA Quarterly Transportation Coordination meeting in the Engineering Conference Room.

TMDL/Stormwater Management Coordination and Implementation - No work was conducted on this task during the month of October.

Zoning Administration – Met with the City Administrator on October 27 regarding a proposed residential renovation for 11, 13, and 15 Liberty Street. Coordinated with City Staff regarding unpermitted campground use violation at 1 Elizabeth Street. Responded to a Winifred Street homeowner's complaint regarding placement of a neighbor's fence along a common property line. Coordinated with the Code Enforcement Administrator regarding the required setback for a replacement garage at 750 Washington Street. Responded to zoning classification and permitted use questions from a property management consultant for Golden Living Nursing Home at 512 Winifred Road. Responded to a zoning verification request from a prospective buyer of 311 Mountain View Drive. Responded to a zoning classification question from a property owner at Lincoln and Victoria. Responded to an inquiry regarding increased setbacks for a property fronting on two streets. Responded to questions regarding minimum parking standards for an Industrial Boulevard B-H business use.

Western Maryland Local Government Exchange Board of Directors – No work was conducted on this task during the month of October.

Miscellaneous Other Activities – Prepared a Planning Staff Activities Report for the month of September. Compiled and submitted new address and street name changes for an October Quarterly Report to Allegany County staff. Responded to questions regarding the Chapel Hill neighborhood from a UMD professor. Researched annual population estimates for the City of Cumberland in 2015, 2014, and 2013 for the City Administrator. Responded to a Columbus, OH survey company inquiry regarding current and recent multi-family housing projects in Cumberland. Prepared draft editing comments regarding the City Planner job description for the City Administrator.

Regular Council Agenda
November 15, 2016

Description
Engineering Division monthly report for October, 2016

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
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

MAYOR AND CITY COUNCIL OF CUMBERLAND
City Hall Council Chambers
Room 212
6:15 p.m.

DATE: 11/1/16

***Pledge of Allegiance**

I. ROLL CALL

The public meeting convened at 6:20 p.m.

PRESENT: Brian K Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, Richard J. Cioni, Jr.

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

II. PROCLAMATIONS

(A) Proclamation declaring November 26, 2016 to be Small Business Saturday

Mayor Grim read the proclamation and presented to Becky McClarran, representative of the Downtown Business Association. Ms. McClarran thanked the Mayor and Council for their continued support of small businesses in the city.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Oath of Office for the Cumberland Police Department to be administered by Mayor Grim to Patrolman Trevor Baluch, Patrolman Michael D. Cessare, Patrolman Joshua Gordon, and Patrolman Jonathan Roudybush

Chief Hinnant introduced each officer and family members who were in attendance. Chief Hinnant then provided information on each officer's personal and professional background and Mayor Grim administered the Oath of Office to the officers collectively.

(B) Presentation of the Let's Beautify Cumberland! Fall 2016 Blue Ribbon Awards to George and Marion Uhl of 449 Dirks Ave., John and Judy Appel of 230 Massachusetts Ave.,Cumberland Optical at 50 Greene St., and Uncle Jack's Pizzeria & Pub at 20 S. Mechanic St.

Councilwoman Alt-Myers along with Ginny Decker and Paul and Charlotte Lapp, representatives of the Let's Beautify Cumberland! Committee, presented each award. Ms. Decker advised that the Blue Ribbon Award was given to homeowners and businesses who have maintained a beautiful home and yard in appreciation for the work they do and their contribution to each of their neighborhoods.

(C) Update from Kathy McKenney, Historic Planner, on the City of Cumberland Commercial Property Adaptive Reuse Tax Incentive Program

Kathy McKenney, Historic Planner, provided details of the Commercial Property Adaptive Reuse Tax Incentive Program. She stated the program is designed to provide a tax incentive for specific improvements to existing structures related to elevators, fire suppression systems, means of ingress or egress, or architectural or engineering services related to the installation or rehabilitation of these or similar building features. A minimum expenditure of $25,000 is required; all work must be pre-approved, the award credits will be applied to City of Cumberland real estate property taxes and divided into equal amount for ten years, after which any remaining credits will expire. Details of the application process were also discussed. Ms. McKenney advised that the program would be posted to the website and pushed out to all users of Nixel and the media, and she hoped to have a tax credit workshop for all available incentive programs over the winter, as well.

IV. DIRECTOR'S REPORT

(A) Administrative Services

Item Action:

1. Administrative Services monthly report for September, 2016

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

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of October 4 and 18, 2016

Item Action: Approved

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

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to convey surplus property located at 423 Ascension Street to Clean Demolition, Inc.

Item Action: Approved

Mr. Rhodes advised that 423 Ascension St. had been a blighted piece of property that had been demolished. The lot was offered to adjoining property owners and only one bid was received from Clean Demolition. The offered price of $5,000 was slightly above the assessed value of the property.

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third after comment was made by Caporale, seconded by Alt-Myers, and 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. 3813

VII. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing execution of a deed to transfer certain surplus real property located East of Shades Lane and the Goethe Street Addition and North of Welton Drive consisting of 15.07 acres +/- to Sean McCagh and Gary Blake

Mr. Rhodes advised there had not been able to be a clear determination as to who owned this piece of property off of Shades Lane. It was not believed that the City did, but had been asked to take some action on it by the adjoining property owners, McCagh and Blake. By way of this quit claim deed, the City would pass on any ownership it may possibly have to McCagh and Blake.

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 Bernard, seconded by Alt-Myers, and passed on a vote of 5-0.

(B) Resolutions

1. Resolution supporting Footer Development, LLC's application to the MD Neighborhood Businessworks Program for financing to rehabilitate the Footer's Dye Works Building for mixed residential and industrial use

Mr. Rhodes advised that this Resolution would endorse Footer Development's application for funding through the MD Businessworks Program.

Mayor Grim called for questions or comments and there were none.

The Resolution was presented in Title only. Motion to approve the Resolution was made by Bernard, seconded by Alt-Myers, and was passed on a vote of 5-0.

RESOLUTION NO. R2016-13

(C) Orders (Consent Agenda)

Item Action:

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Bernard, seconded by Alt-Myers, and passed on a vote of 5-0.

1. Order approving the award of $ 54,323 in 2016-2017 hotel / motel revenues to various community groups

ORDER NO. 26,049

2. Order accepting the bid of THC Enterprises T/A Mid-Atlantic Waste Services to provide a Tymco Street Sweeper for the amount not-to-exceed $139,800 and approving an appropriation to the FY17 General Fund in the amount of $139,800

ORDER NO. 26,050

3. Order declaring four (4) bus shelters with kiosks to be surplus property and authorizing their donation to the Western Maryland Scenic Railroad (WMSRR) for use along their railways to create scenic picnic areas for passengers

Mayor Grim questioned whether the WMSRR had identified whether they would be providing security for the sites that the shelters would be relocated to, as he had concerns regarding this issue. Mr. Rhodes stated that he would be contacting Mr. Garner at the WMSRR to express those concerns to him. Mr. Cohen advised that as the WMSRR is not a government entity, they would not be strung by the same restrictions as the City regarding public property. Therefore, if trespassing issues arose, the WMSRR would have remedies available to them that the City would not.

ORDER NO. 26,051

4. Order authorizing the Mayor and the Chief of Police to enter into a Mutual Aid Agreement for law enforcement with the Washington County Sheriff's Office, the Board of County Commissioners of Washington County, and the Mayor and City Council of Hagerstown

Chief Hinnant advised that he had been contacted by the Washington County Sheriff's Office and they had requested a mutual aid agreement similar to the current one the City has with Frostburg. The Agreement would allow manpower as well as special equipment to be shred and would formalize the mutual aid relationship that is currently employed and address indemnification as well.

ORDER NO. 26,052

5. Order authorizing the execution of Change Order No.2 to the current contract with IA Construction Corp. for the milling and paving of various street (City Project 15-15-P) in the increased lump sum amount not to exceed $840,000; bringing the total contract amount to $2,047,016

ORDER NO. 26,053

6. Order authorizing the abatement of unpaid Personal Property Taxes for the period 1993-2007 totaling $189,237.79

Mr. Rhodes advised that the businesses listed were either no longer in business or the amounts had passed the 7-year time limit within which the taxes could be collected. As many of the businesses were no longer running, there was no way to collect the personal property assessments. He advised that staff would be devising a method to keep such accounts from slipping through the cracks, and that the City would be trying to collect from those accounts that were in arrears but still within the 7-year time frame.

ORDER NO. 26,054

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Joe Wilson, VP of Operations at the Western MD Health Systems, spoke on behalf of the Allegany County Animal Shelter and asked the Mayor and Council to consider donating between $3,000 - $5,000 for a track/neuter/release program. She discussed the benefits of the programs and how it would benefit the City. She further advised that the Shelter was trying to raise funds by other means as well.

Tina Rafferty also spoke on behalf of the Allegany County Animal Shelter and provided further details on the trap/neuter/release program and the plans to employ a bus with a self-contained veterinary unit that would be used to go into the community to directly target where feral cat populations are located. She estimated that there were several thousand feral cats in the county, but did not know an exact percentage that would be located just within the city, though it was probable that a denser population did exist in the city. Any donation from the City would be earmarked just for issues within the city.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:01 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
November 15, 2016

Description
Approval of the Regular Session Minutes of November 1, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 15, 2016

Description

Public Hearing - to receive comment on the proposed amendment to the Lighting Standards in Section 6.08 (5) (b) of the Zoning Ordinance to change the lighting intensity standard that applies to prohibited residential uses in the city's primary business zones from 0.4 ft. candles to 1.0 foot candles

Approval, Acceptance / Recommendation

The first reading of the proposed Ordinance was approved on October 18, 2016.

Notice of the public hearing was published in the paper and on the City's website on November 1 and November 18, 2016.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING TO SEAN MCCAGH AND GARY BLAKE CERTAIN SURPLUS REAL PROPERTY LOCATED EAST OF SHADES LANE AND THE GOETHE STREET ADDITION AND NORTH OF WELTON DRIVE CONSISTING OF 15.07 ACRES, MORE OR LESS, IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND."

WHEREAS, the record title holder of the property described in the title of this Ordinance is unknown and the City does not have possession of or claim an ownership interest in it;

WHEREAS, Sean McCagh and Gary Blake, own parcels of land which abut the subject property and they have requested that the City and other abutting property owners execute quitclaim deeds in order to convey whatever right, claim, title or interest they may have in the subject property to them;

WHEREAS, Dr. McCagh and Mr. Blake intend to develop the subject property and the adjacent parcels they own commercially;

WHEREAS, the Mayor and City Council have determined that the subject property has no value to the City;

WHEREAS, the subject property was declared to be surplus property under the terms of Order No. 26,029, passed by the Mayor and City Council on September 6, 2016; and

WHEREAS, the Mayor and City Council deem the conveyance of the subject property to Dr. McCagh and Mr. Blake to be in the City's bests interests due to the fact

that it will assist them in their efforts to develop the property.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute a Deed in the form attached hereto as Exhibit A in order to effect the conveyance of the real property described in the title of this Ordinance and more particularly described in the Exhibit A attached hereto to Sean McCagh and Gary Blake for the purchase price of $0.00;

SECTION 2: AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute such other documents as may be required or expedient for the purpose of facilitating and completing the conveyance; and

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

DEED ONLY - NO TITLE EXAMINATION

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of November, 2016, from the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, Grantor, to **SEAN McCAGH** and **GARY BLAKE**, of Allegany County, Maryland, Grantees.

W I T N E S S E T H :

The Grantor, for and in consideration of the sum of zero dollars ($0) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant, bargain and sell, release, convey, confirm and quitclaim unto the Grantees as tenants in common, their personal representatives, heirs and assigns, all of the Grantor's right, title, interest and estate in

ALL that piece or parcel of ground lying westerly of a parcel of land previously conveyed to Sean Leo McCagh and Gary Curtis Blake dated August 30, 2011 and recorded in Deed Liber 1811, Folio 034 and easterly of Goethe Street Addition to Cumberland and being more particularly described as follows (Maryland Grid Courses and Horizontal Measurements being used thru out);

BEGINNING for the same at 5/8" iron pin with cap found at the end of the 2nd line of the aforementioned deed and running thence with the northerly boundary of Weltonwood, LLC recorded in Deed Liber 2010, Folio 153;

1. South 89 degrees 16 minutes 12 seconds West for a distance of 154.11 feet to a 5/8" iron pin with cap previously set, thence;

2. South 88 degrees 16 minutes 07 seconds West for a distance of 270.26 feet to a point on the easterly margin of a 15' alley thence running with the easterly margin of said 15' alley along the easterly side of Goethe Street Addition;

3. North 02 degrees 43 minutes 04 seconds East for a distance of 76.63 feet to a point, thence;

4. North 08 degrees 38 minutes 14 seconds East for a distance of 198.97 feet to a point, thence;

5. North 18 degrees 49 minutes 04 seconds East for a distance of 110.96 feet to a point, thence;

6. North 32 degrees 29 minutes 55 seconds East for a distance of 1289.59 feet to a point on the 6th line of a tract of land conveyed by Barbara A. Smith to Charles L. Smith dated January 12, 1987 and recorded in Deed Liber 562, Folio 338 and running thence with the remainder of the 6th and a portion of the 5th line reversed;

7. South 55 degrees 42 minutes 30 seconds East for a distance of 390.92 feet to a 5/8" iron pin with cap set on the 5th line of the aforementioned deed recorded in Deed Liber 1811, Folio 034, thence running with the remainder of the 5th and the entire 4th and 3rd line;

8. South 24 degrees 47 minutes 20 seconds West for a distance of 367.43 feet to a 5/8" iron pin with cap set, thence;

9. South 34 degrees 51 minutes 01 seconds West for a distance of 709.69 feet to a 5/8" iron pin with cap set, thence;

10. South 17 degrees 35 minutes 20 seconds West for a distance of 335.26 feet to the point of beginning, containing 15.07 acres, more or less, all of which is shown on a "Boundary Survey made for Gary Curtis Blake and Susan McIntyre Blake", and intended to be recorded among the plat records of Allegany County, Maryland.

It is the intention of this Deed to convey to the Grantees as tenants in common, all of Grantor's interest in the property described herein as aforesaid existing in Grantor in any manner, including, but not limited to, as a result of conveyance, devise, inheritance, use, and/or possession. Grantor makes no representation or warranty as to title to the areas in question.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

By_____(SEAL)
Brian K. Grim, Mayor

STATE OF MARYLAND
COUNTY OF ALLEGANY, to-wit:

On this the _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Brian K. Grim, the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, who acknowledged himself to be an authorized person on behalf of the said Maryland municipal corporation to execute the within and foregoing instrument for the purposes therein contained by signing the name of the said Maryland municipal corporation, and to further certify that the actual consideration paid for the foregoing conveyance is Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:_____

This document has been prepared by the undersigned Maryland licensed attorney.

STEPHEN C. WILKINSON, LLC

By:_____

Stephen C. Wilkinson
220 Washington Street
P.O. Box 1379
Cumberland, MD 21502

Regular Council Agenda
November 15, 2016

Description

Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to transfer certain surplus real property located East of Shades Lane and the Goethe Street Addition and North of Welton Drive consisting of 15.07 acres +/- to Sean McCagh and Gary Blake

Approval, Acceptance / Recommendation

The first reading of this Ordinance was approved on November 1, 2016.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016__

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

THAT, the Mayor be and is hereby authorized to execute Amendment No. 2 to the MD Bikeways Grant Agreement for the C&O Trail Connections Project, by and between the Mayor and City Council of Cumberland and the MD Department of Transportation (originally approved September 10, 2013 by Order 25,567 and executed November 8, 2013) to extend the term of the original Agreement to August 31, 2017.

_____

Mayor Brian K. Grim

AMENDMENT No. 2

GRANT AGREEMENT UNDER THE MARYLAND BIKEWAYS PROGRAM

MARYLAND DEPARTMENT OF TRANSPORTATION THE MAYOR AND CITY COUNCIL OF CUMBERLAND

THIS AMENDMENT No. 2 is made the ____ day of _____ 2016, by and between the Maryland Department of Transportation ("Department") and the Mayor and City Council of Cumberland (Grantee"), Maryland.

WHEREAS, the Department and Grantee entered into a Grant Agreement for the C&O Trail Connections project, which was executed on November 8, 2013. The Department budgeted within the Bikeways Program Twenty Five Thousand Dollars to install on-street bicycle pavement markings on Mechanic Street and connecting to the C&O Canal Towpath and the Great Allegheny Passage trail in Cumberland, Maryland.

WHEREAS, the Department and Grantee entered into a Grant amendment, which was executed on March 23, 2016.

WHEREAS, the Department and Grantee desire to modify the responsibilities of the Grantee for the term of the Grant.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

SECTION 2. AMENDED SECTION

Term of the Agreement. Section 9 of the Grant Agreement is hereby amended by deleting the paragraph of that Section and inserting the paragraph below in lieu thereof. The amended language is in bold.

The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or **August 31, 2017**, whichever is sooner.

SECTION 3. EXECUTION OF AMENDMENT

Upon full execution of this Amendment by the Grantee, the effective date will be the date the Department executes this Amendment as set forth below. When signed and dated by the authorized official of the Department, this instrument will constitute a formal amendment to the Grant Agreement. Except as amended by this Amendment No. 2, all other terms, conditions and provisions of the Contract shall remain in full force and effect and are hereby ratified and confirmed.

EXECUTION BY THE MARYLAND DEPARTMENT OF TRANSPORTATION

By the authorized signature below, the Department acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this_____ day of _____, 20__.

_____
Deputy Secretary
Maryland Department of Transportation

Approved as to Form and Legal Sufficiency

_____
Kenneth Hulsey, Assistant Attorney General
Maryland Department of Transportation

EXECUTION BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND

By the authorized signature below The Mayor and City Council of Cumberland acknowledges that it accepts and agrees to be bound by this Agreement.

_____
Brian K. Grim, Mayor
City of Cumberland, Maryland

WITNESS:

_____

Regular Council Agenda
November 15, 2016

Description

Order authorizing the execution of Amendment No. 2 to the MD Bikeways Grant Agreement for the C&O Trail Connections Project (originally authorized Setember 10, 2013 by Order 25,567) to extend the term end of the Agreement to August 31, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016__

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

THAT, the Mayor be and is hereby authorized to execute Amendment No. 2 to the MD Bikeways Grant Agreement for Frederick and Bedford Streets Bike Improvements, City Project No. 11-13-M, by and between the Mayor and City Council of Cumberland and the MD Department of Transportation (originally approved June 16, 2015 by Order No. 25,832) to extend the term of the original Agreement to August 31, 2017.

_____

Mayor Brian K. Grim

AMENDMENT No. 2

GRANT AGREEMENT UNDER THE MARYLAND BIKEWAYS PROGRAM

MARYLAND DEPARTMENT OF TRANSPORTATION THE MAYOR AND CITY COUNCIL OF CUMBERLAND

THIS AMENDMENT No. 2 is made the ____ day of _____, 2016, by and between the Maryland Department of Transportation ("Department") and the Mayor and City Council of Cumberland (Grantee"), Maryland.

WHEREAS, the Department and Grantee entered into a Grant Agreement, which was executed on July 9th, 2015. The Department budgeted within the Bikeways Program Seventy Eight Thousand Five Hundred Fifteen Dollars to design and install bicycle route signs and pavement markings on Bedford and Frederick Streets between Mechanic Street (including the connecting block of Mechanic Street) and the County line in Cumberland, Maryland (City Project No. 11-13-M).

WHEREAS, the Department and Grantee entered into a Grant amendment, which was executed on March 23, 2016.

WHEREAS, the Department and Grantee desire to modify the responsibilities of the Grantee for the term of the Grant.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

SECTION 2. AMENDED SECTION

Term of the Agreement. Section 10 of the Grant Agreement is hereby amended by deleting the paragraph of that Section and inserting the paragraph below in lieu thereof. The amended language is in bold.

The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **August 31, 2017**, whichever is sooner.

SECTION 3. EXECUTION OF AMENDMENT

Upon full execution of this Amendment by the Grantee, the effective date will be the date the Department executes this Amendment as set forth below. When signed and dated by the authorized official of the Department, this instrument will constitute a formal amendment to the Grant Agreement. Except as amended by this Amendment No. 2, all other terms, conditions and provisions of the Contract shall remain in full force and effect and are hereby ratified and confirmed.

EXECUTION BY THE MARYLAND DEPARTMENT OF TRANSPORTATION

By the authorized signature below, the Department acknowledges that it accepts and agrees to be bound by this Amendment.

Executed this_____ day of _____, 20__.

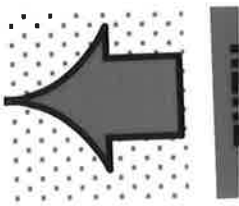
_____
R. Earl Lewis, Jr., Deputy Secretary
Maryland Department of Transportation

Approved as to Form and Legal Sufficiency

_____
Kenneth B. Hulsey, Assistant Attorney General
Maryland Department of Transportation

EXECUTION BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND

By the authorized signature below Cumberland, Maryland acknowledges that it accepts and agrees to be bound by this Agreement.



_____
Brian K. Grim, Mayor
City of Cumberland, Maryland

WITNESS:

_____

Regular Council Agenda
November 15, 2016

Description

Order authorizing the execution of Amendment No. 2 to the Maryland Bikeways Grant Agreement for the Frederick and Bedford Street Bike Improvements Project (No. 11-13-M) to extend the term end of the Agreement to August 31, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 15, 2016

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

THAT the Mayor and City Council of Cumberland is the record owner of certain vehicles that have been determined to be of no further value to the City; and

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

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

1)	2005 Chevrolet Truck	VIN: 1GNDT13S352262755
2)	1992 International Dump Truck	VIN: 1HTSEPHN9NH442418

_____

Brian K. Grim, Mayor

Regular Council Agenda
November 15, 2016

Description

Order declaring a 2005 Chevrolet Truck (#1GNDT13S352262755) and a 1992 International Dump Truck (#1HTSEPHN9NH442418) as surplus vehicles and authorizing them for sale or trade-in

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016__

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

THAT the Mayor and City Council of Cumberland is the record owner of a B&O Caboose currently being displayed at the Constitution Park ; and

WHEREAS, the Western Maryland Scenic Railroad (WMSRR) has offered to relocate the Caboose to WMSRR property to be restored to its original B&O livery and displayed on WMSRR property for the appreciation of future generations; and

WHEREAS, the Mayor and City Council have determined that this Caboose is of no further value to the City and desires to dispose of said Caboose;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT the following unit be and are hereby declared to be surplus property and authorized to be donated to the Western Maryland Scenic Railroad:

1) One (1) B&O Caboose

_____

Brian K. Grim, Mayor

June 16, 2016

Dear Mr. Rhodes,

On behalf of Western Maryland Scenic Railroad, I am asking for your help and generosity in allowing us to obtain the B&O Caboose that is currently located at Constitution Park, as well as the ability to have the time needed to find assistance and/or funding in order to relocate the caboose to WMSR property.

It is our hope that, with the acquisition of this caboose, that we can restore it to its original B&O livery (paint scheme) in time for the 175th anniversary of the Baltimore and Ohio Railroad. This caboose was completely manufactured in our area, and by being a part of our organization, it can be preserved and appreciated by current and future generations of railfans and Western Maryland Scenic Railroad guests. In order to honor its place of origin, we would name it "The Pride of Cumberland" in an effort to remind those who visit where this valuable piece of railroad history came from.

We want to thank you, in advance, for considering us for this acquisition.

Sincerely,

John Garner
Western Maryland Scenic Railroad

APPROVED JUN 21 2016

Regular Council Agenda
November 15, 2016

Description

Order declaring a B&O Caboose currently displayed at the Constitution Park to be surplus property and authorizing its donation to the Western MD Scenic Railroad to be restored and preserved for future generations

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 15, 2016

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

THAT the Chief of Police be and is hereby authorized to enter into a General Release Agreement with the Maryland Police and Correctional Training Commission (MPCTC) to permit police academy students from the Cumberland Police Department to participate in driver training at the MPCTC Driver Training Facility located at 7310 Slacks Road, Sykesville, MD, 21784.

_____

Brian K. Grim, Mayor

Department of Public Safety and Correctional Services

Police and Correctional Training Commissions
6852 4th STREET• SYKESVILLE, MARYLAND 21784 • www.dpscs.maryland.gov/aboutdpscs/pct
(410) 875-3400 • FAX (410) 875-3975 • V/TTY (800) 735-2258

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

STEPHEN T. MOYER
SECRETARY

WILLIAM G. STEWART
DEPUTY SECRETARY
ADMINISTRATION

J. MICHAEL ZEIGLER
DEPUTY SECRETARY
OPERATIONS

WILLIAM M. PALLOZZI
CHAIR
POLICE TRAINING AND
STANDARDS COMMISSION

STEPHEN T. MOYER
CHAIR
CORRECTIONAL TRAINING COMMISSION

WILLIAM J. MCMAHON
ACTING EXECUTIVE DIRECTOR

ALBERT L. LIEBNO, JR.
DEPUTY DIRECTOR

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Agreement"), is made this _____, **2016** by and between the **Cumberland Police Department** (the Agency), located at **20 Bedford Street, Cumberland, Maryland 21502** hereinafter "Agency", and the **Maryland Police and Correctional Training Commissions** ("MPCTC") located at 6852 4th Street, Sykesville, Maryland, 21784, and provides that:

MPCTC is an agency of the Department of Public Safety and Correctional Services of the State of Maryland, and operates the Driver Training Facility ("DTF"), located at 7310 Slacks Road, Sykesville, Maryland 21784. MPCTC staff offers various driver-training courses at DTF and the DTF facilities are available for outside public safety agencies to conduct driver-training courses for their own employees, agents or designees. The Agency is desirous of having use of, access to DTF's driver training courses and/or facilities, and herein mutually agrees to the following relating to the Agency's use and access to DTF facilities:

1. The Agency, its employees and agents shall indemnify and hold harmless the State of Maryland, MPCTC, and/or their employees, agents, and designees, from any and all actions, liability, claims, suits, damages, costs, and expenses of any kind that result from any injury, loss and/or damage to persons or property that is caused by any negligent actions of the Agency's employees, designees, agents or guests.

2. The Agency shall reimburse the State of Maryland and/or MPCTC for any and all costs and expenses relating to any damage(s) to DTF equipment, facility, or property that result from the actions of the Agency's employees, designees, agents and/or guests.

3. The liability of the State of Maryland and MPCTC for claims, suits, damages, costs and expenses that result from injury, loss, or damage to persons or property caused by the negligent actions of MPCTC employees or agents is provided in the Maryland Tort Claims Act, Md. Code Ann., State Gov't §12-101 et seq.

4. Nothing in this Agreement shall preclude the State of Maryland, MPCTC, or DTF from establishing additional conditions or rules governing the Agency's use and access of DTF.

5. This Agreement shall take effect on the date of the latest signature below and shall apply to all training events at DTF in which the Agency, its employees, designees, agents or guests participate.

6. This Agreement may be revoked, in writing, by either party, at any time, for any reason, without penalty or further obligation

7. This Agreement shall remain in effect until the non-terminating party receives written notice of termination.

MPCTC

Cumberland Police Department

William J. McMahon
Acting Executive Director

Date

Date

Signature
Approved for legal Sufficiency

Print Name

Michelle K. Wilson
Assistant Attorney General

Title/Rank

Date

CONFIDENTIAL, FOR INTERNAL USE ONLY - PROTECTED BY EXECUTIVE PRIVILEGE

Regular Council Agenda
November 15, 2016

Description

Order authorizing the Chief of Police to enter into a General Release Agreement with the Maryland Police and Correctional Training Commission (MPCTC) to permit police academy students from the Cumberland Police Department to participate in driver training at the MPCTC Driver Training Facility

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016__
_

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

THAT, the Chief of Police be and is hereby authorized to enter into an Operating Agreement with the Western Maryland Health System Corporation (WMHS) to provide direction and support to Cumberland Police Department officers by mental health professionals when responding to calls involving persons who appear to be experiencing mental disorders and are displaying associated behaviors.

_____

Mayor Brian K. Grim

WESTERN MARYLAND HEALTH SYSTEM CORPORATION
and
CUMBERLAND POLICE DEPARTMENT
CRISIS INTERVENTION PROGRAM STATEMENT

Officers of the Cumberland Police Department ("CPD") routinely respond to calls for assistance which involve persons who have mental disorders and display behaviors which may be indicative of an intent to harm themselves or others. In accordance with Md. Health-Gen. Code Ann. §§ 10-620, *et seq.*, such individuals may be subject to admission to emergency facilities for the performance of emergency evaluations. Western Maryland Health System Corporation ("WMHS") owns and operates the Western Maryland Regional Medical Center ("WMRMC"), which has been designated by the Maryland Department of Health and Mental Hygiene as such an emergency facility, it being the only such facility in Allegany County, Maryland.

When responding to calls involving persons who appear to have such disorders and are displaying such behaviors, CPD officers often request that WMHS mental health professionals respond to the scene in order to assist in making determinations whether those persons require admission to WMRMC for the performance of emergency evaluations or whether other interventions or services are appropriate. When its mental health professionals are available, WMHS shall provide that assistance. The CPD and WMHS wish to cooperate with and support one another in regard to ascertaining what level of intervention is appropriate for such persons who appear to be experiencing crises.

It is understood that WMHS mental health professionals responding to requests for assistance will be doing so in support of law enforcement functions, sometimes in potentially dangerous situations. In that regard, they must be wary of such dangers and obey the CPD officer's directions in relation to their safety.

This document is intended as a statement describing and establishing the WMHS and CPD Crisis Intervention Program. It is not intended to and does not create any contractional rights or obligations between them or the Mayor and City Council of Cumberland. Further, it shall not be interpreted to create any rights on the part of other individuals or entities. It is simply a statement describing a cooperative effort of the parties hereto which may be terminated by either of them at any time upon written notice to the other. In that regard, the parties sign below to acknowledge the foregoing.

CUMBERLAND POLICE DEPARTMENT

By:_____ _____

Charles H. Hinnant, Chief Date

WESTERN MARYLAND HEALTH SYSTEM CORPORATION

By:_____ _____

Nancy D. Adams Date
Senior Vice President/Chief Operating Officer
Chief Nurse Executive

Regular Council Agenda
November 15, 2016

Description

Order authorizing the Chief of Police to enter into an Operating Agreement with the Western Maryland Health System Corporation (WMHS) to provide direction and support to officers of the Cumberland Police Department by mental health professionals when responding to calls involving persons who appear to be experiencing mental disorders and are displaying associated behaviors

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016 _

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

THAT, the Mayor and the Chief of Police be and are hereby authorized to execute a Memorandum of Understanding between the Mayor and City Council of Cumberland, the City of Frostburg, the Board of County Commissioners of Allegany County, Maryland, and Frostburg State University to equally share the cost of a part-time Administrative Specialist assigned to the Allegany County Combined Criminal Investigative Unit (C3I), who will provide clerical support to investigators.

_____

Mayor Brian K. Grim

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and executed on this ____ day of November, 2016, by and between the Mayor and City Council of Cumberland (the "City of Cumberland"), the City of Frostburg, the Board of County Commissioners of Allegany County, Maryland and Frostburg State University.

RECITALS:

WHEREAS, under terms of a certain Employment Agreement dated September 26, 2016 (the "Employment Agreement"), a copy of which is attached hereto as Exhibit 1, the Mayor and City Council of Cumberland contracted with Christine A. Howard ("Howard") for her to work as an Administrative Specialist on a temporary and part-time basis;

WHEREAS, Howard was hired for the purpose of fulfilling the administrative needs of the Allegany County Combined Criminal Investigative Unit (C3I");

WHEREAS, the Employment Agreement and Howard's employment with the City of Cumberland is contingent upon the funding of her position pursuant to the terms of this MOU;

WHEREAS, in that C3I provides services that benefit the citizens of Allegany County as a whole, the parties hereto have agreed to share equal responsibility for the payment of Howard's compensation; and

WHEREAS, the parties hereto are entering into this MOU for the purpose of formalizing their understandings regarding their respective obligations pertaining to funding Howard's aforesaid employment with the City of Cumberland.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto set forth below and for other good and valuable consideration, the receipt and sufficiency of they acknowledge, the parties hereto agree as follows:

1. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as though they were set forth in full herein, it being the intention of the parties that they form a part of this MOU.

2. The City of Cumberland's total cost for the services Howard shall provide under the terms of the Employment Agreement is expected not to exceed Twenty-Three Thousand One Hundred Fourteen Dollars ($23,114.00) per year. Each of the parties to this MOU shall be responsible for the payment of one-quarter (1/4) of those costs, i.e., an amount not to exceed Five Thousand Seven Hundred Seventy-Eight Dollars and Fifty Cents ($5,778.50) per party per year.

3. The City of Cumberland shall invoice the other parties to this Agreement for their respective share of the aforesaid costs no less frequently than semi-annually. The costs shall be invoiced in arrears. Invoices shall be paid no later than thirty (30) days from the date of they are submitted to the other parties. The other parties' cost reimbursement obligations for services Howard rendered prior to the termination of this Agreement shall survive the termination of this MOU.

4. The initial term of this MOU shall be from September 26, 2016 through June 30, 2017. Thereafter, it shall renew automatically for consecutive one (1) year terms commencing July 1 of one year and ending June 30 of the next unless terminated as provided for hereinafter.

5. This MOU shall remain in full force and effect for so long as the City of Cumberland employs Howard as an Administrative Specialist providing administrative services for the benefit of C3I. However, it may be terminated by any party hereto upon the provision of no less than thirty (30) days advance written notice to the other parties. Said notice shall be provided to the municipalities through their City Administrators, the

Board of County Commissioners through the Sheriff or the County Administrator and Frostburg State University through its Chief of Police.

6. The terms of this MOU are subject to the rights granted to the City of Cumberland under the terms of the Employment Agreement.

7. This MOU is and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

8. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this MOU. Any litigation arising out of or as an incident to this MOU shall be brought and maintained in either the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.

9. This MOU may be executed in multiple counterparts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first set forth above.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

By:_____
Brian K. Grim, Mayor

_____

By:_____
Charles H. Hinnant, Chief, City of Cumberland Police Department

BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND

_____

By:_____
Jacob C. Shade, Commissioner

_____ By:_____
William R. Valentine, Commissioner

_____ By:_____
Creade V. Brodie, Jr., Commissioner

_____ By:_____
Craig Robertson, Sheriff

CITY OF FROSTBURG

_____ By:_____
John R. Kirby, Jr. W. Robert Flanigan, Mayor

_____ By:_____
Royce C. Douty, Chief, City of
Frostburg Police Department

FROSTBURG STATE UNIVERSITY

_____ By:_____
David C. Rose, Vice President
Administration and Finance

_____ By:_____
Cynthia Smith, Chief, Frostburg
State University Police Department

Regular Council Agenda
November 15, 2016

Description

Order authorizing the Mayor and Chief of Police to enter into a Memorandum of Understanding with the Board of Allegany County Commissioners, the City of Frostburg, and Frostburg State University to equally share the cost of a part-time, Administrative Specialist assigned to the Allegany County Combined Criminal Investigative Unit, who will provide clerical support to investigators

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016__

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

THAT, the City Comptroller be and is hereby authorized to make a contribution in the amount of Five Thousand Dollars ($5,000) to the Allegany County Animal Shelter to fund a trap / spay / neuter program for feral cats in the City; and

BE IT FURTHER ORDERED, that an appropriation to the FY17 General Fund, General Government Budget in the amount of Five Thousand Dollars ($5,000) be and is hereby approved, bringing the revised FY17 General Fund, General Government Budget to One Million, Five Hundred Forty-nine Thousand, Five Hundred Twenty-seven Dollars ($1,549,527.00)

_____

Mayor Brian K. Grim

General Fund / General Government Appropriation

FY17 Approved General Gov't Budget	$1,544,527
Amendment	$ 5,000
New Total	$1,549,527

Regular Council Agenda
November 15, 2016

Description

Order authorizing a contribution of $5,000 to the Allegany County Animal Shelter to fund a trap/spay/neuter program for feral cats in the City and authorizing an appropriation to the FY17 General Fund / General Government Budget in the amount of $5,000

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 15, 2016__

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

THAT, Cindi Bolyard be and is hereby appointed to the Human Relations Commission for a three (3) year term effective November 15, 2016 through November 15, 2019.

_____

Mayor Brian K. Grim

Regular Council Agenda
November 15, 2016

Description

Order appointing Cindi Bolyard to the Human Relations Commission for a three (3) year term effective November 15, 2016 through November 15, 2019

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** _November 15, 2016___

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

THAT, the Mayor be and is hereby authorized to execute a Maryland Heritage Areas Authority Grant Program Grant Agreement and other necessary documents by and between the Mayor and City Council of Cumberland and the Maryland Heritage Areas Authority (MHAA, to provide MHAA grant funding in the amount of Ten Thousand, Eight Hundred Dollars ($10,800) for activities associated with the "Canal Place Heritage Area Partnership Programing Project."

_____

Mayor Brian K. Grim

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland ("**MHAA**") and MAYOR AND CITY COUNCIL OF CUMBERLAND, a local government, with its principal office located at 57 N. Liberty Street, Cumberland, MD 21502 (the "**Grantee**").

RECITALS

A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the "**Act**") and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the "**Regulations**") to make grants from the Maryland Heritage Areas Authority Financing Fund (the "**Fund**") to local jurisdictions or other appropriate entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, integration, marketing, or programming of certified heritage areas (the "**Program**");

B. Grantee has applied to MHAA for a grant from the Program for the project described herein (the "**Grant Application**"); and

C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act and the Regulations, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

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

1. <u>Grant and Project Terms.</u>

a. <u>Grant Purpose.</u> The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed $10,800.00 (the "**Grant**") for the activities set forth and described in **<u>Exhibit A</u>** of this Agreement (the "**Project**") as further described in the attached **<u>Exhibit A – Project Requirements</u>** (the "**Scope of Work**"). Grantee shall use the Grant only for the activities authorized in **<u>Exhibit A</u>**, and shall operate the Project in accordance with the Act, the Regulations and the terms and conditions of this Agreement.

b. <u>Grant Term.</u> This Agreement is effective as of the date it is executed by MHAA (the "**Effective Date**"), and shall terminate the later of (i) twenty four months following the Effective Date, or (ii) MHAA's receipt and approval of the Final Report as set forth in Section 7.c of this Agreement (the "**Termination Date**").

c. <u>Project Timetable.</u> Grantee may commence on the Project Commencement Date and shall diligently pursue completion of the Project by the Project Completion Date set forth in the **<u>Exhibit A</u>** (the **"Project Timetable").**

d. <u>Extensions.</u> At its discretion, MHAA may extend the Project Completion Date and/or the Final Report Due Date set forth in the Project Timetable, provided that the Grantee demonstrates to

MHAA's satisfaction that the circumstances warrant such extension. Any extension must be requested by Grantee in writing, and approved by the Project Monitor in writing.

2. Grantee's Contribution; MHAA's Project Monitor.

a. Grantee shall provide an equity contribution to the Project in an amount at least equal to the Grant, either in the form of cash, or a combination of cash in an amount not less than 75% of the Grant and an in-kind contribution equivalent to not less than the remainder of the Grant, which contribution must be satisfactory to MHAA (the "**Grantee's Contribution**"), and as further described in the budget set forth in **Exhibit B** (the "**Project Budget**"). Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section.

b. Richard Hughes, or such other person designated by MHAA shall serve as the project monitor for this Project (the "**Project Monitor**").

3. Grant Documents.

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

a. This Agreement;

b. An Assurance of Compliance (**Attachment 1**), unless Grantee is a religious organization, or

c. If Grantee is a religious organization, a Fair Practices Certification (**Attachment 1**);

d. If Grantee is a business entity, a Contract Affidavit (**Attachment 2);** and

e. Any other document or instrument that may be required by MHAA.

4. Expenditure of Grant Proceeds.

All Grant funds shall be expended on or before the Project Completion Date.

a. Grantee shall expend the Grant in accordance with the Project Budget. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant without the prior written consent of the Project Monitor. Changes in funds allocation that exceed 10% of the Grant amount must have prior written approval from the Project Monitor.

b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date.

c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.

d. MHAA must approve changes to the Project Budget as noted in paragraph 4.a above, the Scope of Work, the Project Timetable, or any other term of this Agreement.

5. Disbursement of Grant Proceeds.

a. MHAA shall disburse the Grant to Grantee pursuant to the schedule attached hereto in **Exhibit A** (the "**Disbursement Schedule**"). Disbursements will be made, as the Project progresses, based upon requests for disbursement (a **"Request for Disbursement")** submitted by Grantee through the online grants software system of the Maryland Historical Trust (MHT). All Requests for Disbursement shall be satisfactory to MHAA, and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.

b. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:

(i) Grantee has complied with the applicable Special Conditions, as set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant as required by MHAA to MHAA's satisfaction, and

(ii) If Grantee is a business entity or a nonprofit organization, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing with the Maryland Department of Assessments and Taxation;

c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with Request for Disbursement upon:

(i) Grantee's completion of the Project to the satisfaction of MHAA;

(ii) Grantee's submission of a Final Report (as defined in Section 7) on or before the due date set forth in the Project Timetable (the "**Final Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project; and

(iii) Grantee's submission of final financial documentation of the Grant, satisfactory in form and content to MHT.

d. Requests for Disbursement will be processed within approximately forty-five (45) days from MHAA's approval of a complete Request for Disbursement. The Requests for Disbursement shall not exceed the eligible costs approved by MHAA. In its sole discretion, MHAA may disburse funds for eligible costs anticipated to be incurred.

e. All Requests for Disbursement of Grant funds shall be submitted through MHT's online grants software system. Grantee shall provide additional supporting documentation as MHAA may require from time to time.

f. MHAA has the right to withhold disbursements of Grant funds if at any time MHAA determines in its sole discretion that Grantee is in default under this Agreement.

6. <u>Default and Remedies.</u>

a. A default under this Agreement shall occur if:

(i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;

(ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;

(iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;

(iv) The Grant funds are not spent in accordance with the terms of this Agreement;

(v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHAA's sole discretion, may have an adverse material impact on the Project;

(vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;

(vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA, if applicable;

(viii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;

(ix) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or

(x) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.

b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.

c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:

(i) Reduce the amount of the Grant, or withhold disbursement of the grant;

(ii) Demand repayment of the Grant from Grantee; and/or

(iii) Terminate this Agreement by written notice to Grantee.

d. In the event of MHAA's termination of the Agreement:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;

(ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;

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

(iv) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

7. **Records and Reports.**

a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during

reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.

b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 5 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.

c. Grantee shall provide MHAA with a progress report (the "**Mid-Project Report**") and a Project completion report (the "**Final Report**") in the forms provided by MHAA and as further described in **Exhibit A (Reporting)**. These reports shall contain information about work accomplished and problems encountered, expenditures made against the Project Budget, and include a Request for Disbursement, if applicable. Reports are due on the dates set forth in the Project Timetable.

d. Upon request of MHAA, Grantee shall provide MHAA with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.

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

8. General and Special Covenants.

a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.

b. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.

9. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;

d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;

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

f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

10. <u>Nondiscrimination Provisions; Equal Opportunity Compliance.</u>

a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:

(i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or

(ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.

b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.

c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:

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

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

(iii) The Governor's Code of Fair Practices, as amended;

(iv) Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA; and

(v) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

11. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall not have any liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

12. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a. Communications to MHAA shall be mailed to the Project Monitor or such other person as maybe designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Jennifer Ruffner

b. Communications to Grantee shall be mailed to:

Dr. Jennifer Light
Downtown Manager
Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502

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

14. **Amendment.** This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

15. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.

16. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

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

18. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.

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

20. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other required insurance coverages, recordation fees, and Grantee's reasonable attorneys' fees, if any.

21. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.

22. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.

23. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS our hands and seals, all as of the Effective Date.

ATTEST/WITNESS:

_____
(Signature)

GRANTEE: MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____ (SEAL)

Name: _____

Title: _____

WITNESS:

_____
(Signature)

MARYLAND HERITAGE AREAS AUTHORITY

By: _____
Robert S. McCord
Assistant Secretary of Operations
Designee for the Chairman
Maryland Heritage Areas Authority

_____
Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal sufficiency this _____ day of _____, 20___

_____
Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Exhibit B	Project Budget
Attachment 1	Assurance of Compliance

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Funds provided under this Grant Agreement will be used by the Grantee as follows:

Project Summary:
The overall project is to support a variety of cultural and artistic events, activities, and festivals for local residents. MHAA and matching funds will support costs associated with the Heritage Days Re-enactments and Heritage Days Children's activities. Grantee's match and other funds will also support the Appalachian Stories, Youth Summit and Canal Basin Bash events.

The scope of work is further described in **Exhibit B** – Project Budget.

PROJECT TIMETABLE

7/7/2016	**"PROJECT COMMENCEMENT DATE"**: Work may commence on the Project
5/31/2017	Mid-Project Report Due
8/6/2017	**"PROJECT COMPLETION DATE"**: All work items detailed in Exhibit A completed. All grant funds expended.
1/31/2018	**"FINAL REPORT DUE DATE"** Grantee must submit to Project Monitor a Final Report (as described in Exhibit A, - Reports), including all Project products as well as all required financial documentation with a completed final Request for Disbursement. Failure to submit the Final Report may result in the forfeiture and/or recapture of Grant funds.

SPECIAL CONDITIONS

1. Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee's Contribution may be used for costs incurred on or after July 7, 2016.

2. Grantee agrees that, if required by MHAA, an acknowledgment of support will be included in any materials distributed to the public or otherwise made available to the public that are based on, or developed under the Grant. This acknowledgment shall read as follows:

   "This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, the contents and opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority."

Upon request by the Grantee, MHAA may waive this requirement for materials whose size, layout, or design does not lend itself to inclusion of this text. All consultants hired by Grantee must be informed of the above requirement.

3. The MHAA logo and the text "Maryland Heritage Areas Authority" must be included on any publication (including video and/or slide/tape productions) or installation of any exhibits, signage, or other publicly accessible materials developed with the assistance of the Maryland Heritage Areas Authority Financing Fund. All consultants hired by Grantee must be informed of the above requirement.

4. Grantee agrees that, if required by MHAA, an acknowledgment of the local heritage area will be included in any materials distributed to the public or otherwise made available to the public that are based on, or developed under the Grant. This acknowledgement shall identify the name of the local heritage area, or include the logo of the local heritage area. Upon request by the Grantee, MHAA may waive this requirement for materials whose size, layout, or design does not lend itself to inclusion of this acknowledgement. All consultants hired by Grantee must be informed of the above requirement.

5. Grantee agrees to notify MHAA in a timely manner of any public events relating to the Project including ground breaking ceremonies, dedications, press events, or other public events. The Grantee shall provide MHAA an opportunity to participate in the event, at the MHAA's discretion.

6. Grantee shall bear, as applicable, all costs incident to the Grant including without limitation, title insurance fees, property insurance fees, transfer and recordation fees, and Grantee's attorneys' fees.

7. The Grantee shall obtain review and approval from MHAA of the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

GRANTEE'S CONTRIBUTION

Grantee shall provide funding in an amount not less than the amount of the MHAA Grant. Grantee's cash contribution must be in an amount equal to no less than 75% of the Grant amount. As part of Grantee's Final Report, Grantee must provide financial documentation to MHAA of all expenditures of MHAA grant funds and all cash and in-kind contributions utilized to meet these requirements.

MHAA GRANT	$10,800.00
GRANTEE'S REQUIRED CASH CONTRIBUTION	$8,250.00
GRANTEE'S REQUIRED IN-KIND CONTRIBUTION	$2,550.00
GRANTEE'S TOTAL REQUIRED CONTRIBUTION	$10,800.00

DISBURSEMENT SCHEDULE

MHAA shall disburse Grant funds pursuant to Section 5 of the Agreement upon MHAA's approval of a complete Request for Disbursement in MHT's online grants software system.

Provided that the Grantee has complied with the applicable provisions of this Grant Agreement, MHAA shall make payment to the Grantee on the following schedule contingent upon completion and submission of a MHAA Request for Disbursement by the Grantee:

1. The First disbursement shall be 25% of the grant amount and will be disbursed to the Grantee within 45 days of the Effective Date of this Agreement.

2. The Second disbursement shall be 50% of the grant amount and will be disbursed to the Grantee upon submittal of a Mid-Project Progress Report and a completed MHAA Request for Disbursement.

3. The final MHAA Request for Disbursement shall be 25% of the grant amount, or the balance of funds that have been expended, and shall be paid to the Grantee upon submission in satisfactory form to, and acceptance by, MHAA of all final products, including a Final Report and a final MHAA Request for Disbursement. The final MHAA Request for Disbursement must include an accounting of total actual expenditures to date, according to line items in **Exhibit B - Project Budget** and evidence of actual cash expenditures (both Grant funds and Grantee's Contribution) to include such things as copies of purchase requisitions, purchase orders, consultant contracts, invoices, and receipts as well as cancelled checks or computer spreadsheets to verify payments made, and evidence of any in-kind contributions, such as donated services, should include such things as time sheets/time/work/records for Grantee staff and /or volunteers which provide the value of the time, based on reasonable hourly rates for the services provided.

REPORTS

1. The Grantee will submit Project reports through MHT's online grants software system according to the Project Timetable as set forth in **Exhibit A – Timetable**. Progress reports of the Project will identify work completed, work still in progress and work newly initiated during the report period. The reports assess whether time schedules are being met, projected work units by time periods are being accomplished, or other performance goals are being achieved. These reports should compare, from inception to date, actual accomplishments to established goals, and actual costs incurred to established budget by cost categories. If necessary, the Grantee should explain why goals are not being met or cost overruns or high unit costs were incurred and what actions have been taken or are contemplated to complete the Project on schedule and within budget. The Grantee should also identify any problems, delays or adverse conditions which would materially affect planned performance as well as any favorable conditions which would allow for the completion of more work units than originally projected.

2. Either MHAA or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.

3. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable as set forth in **Exhibit A - Timetable** of this Grant Agreement, the Grantee shall immediately forward a written report to or call for a special meeting with the Project Monitor to determine what actions need to be taken.

4. The Grantee shall furnish to MHAA a Final Report through MHT's online grants software system, according to the Project Timetable set forth in **Exhibit A - Timetable**, which must be approved by MHAA prior to the release of the final disbursement of Grant funds. The Final Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the grant period. Incomplete reports will be returned, and Grant funds withheld, until all requested corrections are made. The Final Report shall contain the following:

   i. Brief discussion of the major work items specified in the Scope of Work, Project Budget, and Project Timetable.

   ii. An evaluation of the Grantee's effectiveness in carrying out the work items specified in the Scope of Work, Project Budget, and Project Timetable.

   iii. At least ten (10) color photographic slides or digital photographs which depict representative views of the Project. Label all slides or provide a separate written description of each photograph with the Project name, and a brief description of the subject matter of the slide/photograph. Please give each image a file name such as Sign1.tif; do not submit images with camera-assigned default names such as PIC001.jpg. A Microsoft Word© or Word© readable text file listing images as they appear on the CD-R should be included on the disc (the first disc if multiple CD-Rs are submitted) listing: the name of the Project; photographer's name; date photograph taken; and for each photograph on the disc, the file name and a short description of what the image depicts, e.g. Sign1.tif – View from street. Digital photographs must be submitted on CD-R (Compact Disc-Recordable) disc(s), be in TIFF or high-resolution .JPEG format, with a minimum resolution of two megapixel files or greater (minimum pixel array of 1,600 pixels by 1,200 pixels).

   iv. A final Request for Disbursement in a form acceptable to MHAA with all necessary documentation to support expenditures of Grant funds and Grantee's Contribution.

Exhibit B
PROJECT BUDGET

Work Item (Description)	Grant Funds AWARDED	Applicant Cash Match	Applicant In-Kind Match	Other Project Costs	Total Project Cost
Appalachian Stories		$2,250.00	$750.00		$3,000.00
C&O Canal Basin Bash		$1,000.00		$250.00	$1,250.00
Youth Summit		$5,000.00	$450.00	$50.00	$5,500.00
Heritage Days Reenactments	$5,800.00		$725.00		$6,525.00
Heritage Days Children's Activities	$5,000.00		$625.00		$5,625.00
TOTALS	**$10,800.00**	**$8,250.00**	**$2,550.00**	**$300.00**	**$21,900.00**
		Total Match	**$10,800.00**		

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter called "Grantee"), having its principal address at 57 N. Liberty Street, Cumberland, MD 21502.

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex ;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHT shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over $200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792)., (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

_____
(Signature)

GRANTEE: MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Name: _____

Title: _____

Regular Council Agenda
November 15, 2016

Description

Order authorizing the execution of a Grant Agreement with the MD Heritage Areas Authority to provide $10,800 in funding for the Canal Place Heritage Area Partnership Programming Project

Approval, Acceptance / Recommendation

This grant funding supports a partnership between the City, the DDC, the CPPDA and the Allegany Museum. With this grant from MD Heritage Areas Authority, $5,800 would fund the Heritage Days Reenactments program at the Allegany Museum and $5,000 would fund the Heritage Days Children's Activities Program also at the Museum. MHAA has allowed the use of three programs that were already planned to be used as the cash-match to this grant. Those include the Appalacian Stories Program ($2,250 funded through the DDC), the C&O Canal Basin Bash ($1,000 fundded throug CPPDA) and the Youth Summit ($5,000 funded throug the City).

☐ Budgeted

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

Value of Award (if applicable)

$10,800

Source of Funding (if applicable)

CITY OF CUMBERLAND MARYLAND

October 26, 2016

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

Dear Ms. Woodring,

With regard to Ordinance No. 3811, passed October 18, 2016, providing for the closure of a portion of an alley known as South Spruce Place located between Greene Street and Paca Street, please be advised that on October 26, 2016, I did personally visit the site for the purpose of assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

The four abutting property owners are R. J. Sepco, Inc. on the west side of the northern portion of the alley, Valley Fox, Inc. on the east side of the northern portion of the alley, the Housing Authority of the City of Cumberland on the west side of thes southern portion of the alley, and Potomac Federal Credit Unioin (PKA CCSAC Federal Credit Union, on the east side of the southern portion of the alley. As a result of my assessment, I have determined that there are no damages caused to any of the adjacent property owners as a result of this closure. Furthermore, there is no apparent added benefit to the property owners, but any added value to the property will be formally determined by the Maryland Department of Assessments and Taxation.

Respectfully,

Jeffrey D. Rhodes
City Administrator

MAYOR
BRIAN K. GRIM

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

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY SOLICITOR
MICHAEL SCOTT COHEN

CITY CLERK
MARJORIE A. WOODRING

MEMBER MARYLAND MUNICIPAL LEAGUE (MML)

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

Regular Council Agenda
November 15, 2016

Description

Letter from the City Administrator advising that, having visited the site of the South Spruce Place alley closing, he has determined that there are no damages caused to any of the adjacent property owners as a result of the closure, and there is no apparent added benefit to the property owners, but any added value will be formally determined by the MD Department of Assessments and Taxation

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)