



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

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

CITY CLERK
Marjorie A. Woodring

AGENDA

DATE December 19, 2017

I. Pledge of Allegiance

II. Roll Call

III. Presentations

1. Presentation on the proposal for upgrades to the Center City Parking Garage on George Street from Kathy McKenney, Community Development Programs Manager
2. Presentation on incentive programs for historic properties from Kathy McKenney, Community Development Programs Manager

IV. Director's Report

(A) Public Works

1. Maintenance Division monthly report for November, 2017
2. Utilities & Central Services monthly reports for November, 2017

(B) Administrative Services

1. Administrative Services monthly report for October, 2017

(C) Fire

1. Fire Department monthly report for November, 2017

(D) Police

1. Police Department monthly report for November, 2017

V. Approval of Minutes

1. Approval of the Work Session Minutes of November 14, 2017

VI. Approval of Minutes

1. Approval of the Closed Session Minutes of December 5, 2017

VII. Unfinished Business

VIII. New Business

(A) New Business Ordinances

1. Ordinance (*1st reading*) - approving Zoning Text Amendment No. 1206 to amend the Use Regulations Table in Section 6.02 of the Zoning Ordinance to allow general restaurants and fast food restaurants without drive-thru service as permitted uses in the Residential-Office (R-O) Zone and allowing fast food restaurants with drive-thru service as conditional uses in the Residential-Office (R-O) Zone

(B) New Business Orders

1. Order approving the sole source proposal of Carl Belt, Inc. to provide emergency demolition services for the Brunswick Hotel in the amount not to exceed \$61,117.14 in accordance with Section 2-171(c) of the City Code
2. Order approving the sole source purchase of a demo model 2016 International 7400 SFA 5-ton Dump Truck from Allegany Truck Inc. for the amount not-to-exceed \$140,102.52 in accordance with Section 2-171(c) (v) of the City Code
3. Order declaring City-owned properties located at 32 Virginia Ave., 34 Virginia Ave., 321-323 Pennsylvania Ave., and 325 Pennsylvania Ave. to be surplus and advising of the City's intent to transfer these properties to the Cumberland Housing Alliance for use in the Cumberland Housing Revitalization Program by way of an Ordinance after 20 days' public notice
4. Order authorizing execution of a Donation Agreement with Howder, Inc. for the donation of 409 Walnut Street to the City, authorizing acceptance of the deed to effect the transfer, and authorizing extension of the closing date under certain conditions, and granting the City Administrator and City Solicitor authority to execute documents for the transfer
5. Order declaring City-owned property at 408 Broadway Street to be surplus and stating the intention of the City to convey the property to David and Linda Spike in consideration of their transfer of property at 624 Maryland Avenue to the City by way of Ordinance after 20 days public notice
6. Order authorizing the execution of an Operating Assistance Grant Program Grant Agreement with the Maryland DHCD for the provision of \$6,000 in funding for the design and production of Downtown Cumberland shopping and dining guides
7. Order authorizing execution of an Amendment to Contract of Sale with Howard M. and Mary Kathleen Bohn for the City's purchase of property at 6 Virginia Avenue predicated upon the Bohn's purchase of 927 Grand Avenue rather than 911 Michigan Avenue, for the purchase price of \$50,000 to be paid by means of a forgivable loan and extending the settlement date
8. Order approving appropriations and transfers for Fiscal Year 2017

IX. Public Comments

1. All public comments are limited to 5 minutes per person

X. Adjournment



Regular Council Agenda
December 19, 2017

Description

Presentation on the proposal for upgrades to the Center City Parking Garage on George Street from Kathy McKenney, Community Development Programs Manager

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
December 19, 2017

Description

Presentation on incentive programs for historic properties from Kathy McKenney, Community Development Programs Manager

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
December 19, 2017

Description

Maintenance Division monthly report for November, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
November 2017

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
NOVEMBER 2017**

- **POTHOLES AND COMPLAINTS**
 - Potholed 7 Streets and Alleys using 14 tons of HMA.

- **UTILITY HOLE REPAIR**
 - Completed 3 Water Utility Hole Repairs and 2 Sewer Utility Holes using 1 CY of Concrete and 36 tons of HMA.

- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Installed/Repaired 28 Traffic Control Signs.
 - Installed 3 HC signs
 - Removed 0 HC Signs.
 - Painted 8 curbs

- **STREET SWEEPING**
 - Swept for 43 hours or about 408 curb miles (approx. 151 cubic yards of debris).
 - Hauled 9 tons of sweeper dumps to landfill.

- **MISCELLANEOUS**
 - Hauled 38 loads of leaves to Compost site at Mexico Farms
 - Completed Washington Street Bridge Sidewalk Closure
 - Completed Cumberland Street Bridge Closures and Traffic Change
 - Set Out Salt Barrels for winter ice control
 - Cut and delivered Christmas Tree to Downtown Mall
 - Cleaned the Baltimore Street underpass 3 times and McMullen Bridge once.
 - Brush and tree work 2 areas

STREET MAINTENANCE - NOVEMBER 2017		Nov 1-3	Nov 6-10	Nov 13-17	Nov 20-24	Nov 27-30	TOTAL
SERVICE REQUEST COMPLETED							0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER		1	1	1		3
	SEWER				1	1	2
	CY	0.50					1
	TONS		9.5	1.0	24.5	0.5	36
POTHOLES FILLED	STREETS	1		6	1	3	11
	ALLEYS						0
	DAYS	1		3	1	2	7
	Cold Mix						0
	TONS	1.5		7.5	2.0	2.5	14
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED				1			1
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED				17	3	8	28
STREET NAME SIGNS REPAIRED/INSTALLED				1			1
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
				3			3
PAINTING PERFORMED	BLUE			3			3
	YELLOW						0
	RED			1		4	5
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS		15	9	12	7	43
	HOURS		36	11	24	6	77
SWEEPER DUMPS HAULED TO LANDFILL	TONS	10.6	2.6				13
SALT BARRELS - PICK UP	DAYS					3	3
CLEANED BALTIMORE ST. UNDERPASS			1	1	1		3
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days		1	1			2
Check Drains/Clean Debris	DAYS	1					1
LEAF PICK UP	Loads	4	4	8	5	17	38
Completed Washington St Bridge Sidewalk Closure							
Completed Cumberland Street Bridge Closure and Traffic Control							
Set out water barricades for downtown events							
Assisted in Baker and Ascension Street Cleanups							
Cut down and delivered Christmas Tree to Downtown							
Set Out Salt Barrels for winter Ice Control							

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
NOVEMBER 2017**

- Constitution Park
 - Cleaned up garbage
 - Cut grass in Park and Long Field one time
 - Completed winterizing bathrooms

- Mason Complex
 - Cleaned up garbage 3 time/week.
 - Winterized

- Abrams, Cavanaugh and JC
 - Cleaned up garbage
 - Winterized

- Miscellaneous Work
 - Continue to maintain and pick up garbage at Playgrounds, Parklets and other areas.
 - Prepared for tree lighting ceremony
 - Assisted with the hanging of Virginia Avenue Lights
 - Began Prepping and Painting Activities Building
 - Completed winterizing fields

Parks and Rec Mowing Areas November 2017

Location	Times cut
Abrams Field	0
JC Field	0
Valley St Parklet	0
Fairmont	0
Ridgedale	0
Springdale	0
Smith Park	0
Vets Park	0
Washington Headquarters	0
Sun Dial	0
Pine Ave	0
Lucy's Park	0
Old HRDC	0
Mullen	0
14 Somerville (rear)	0
Evitts Creek	0
Boat Ramp	0
Rolling Mills Parklet	0
224-226 Cecelia St	0
404-406-414 Park St	0
513-529 Maryland Ave	0
Emily St dead end	0
Louisiana Ave (Hartley's)	0
Pear St	0
Centre St Playground	0
Municipal Center	0
Mason's Sports Complex	0
Pistol Range	0
Cavanaugh Field	0
Long Field	1
Constitution Park	0

Fleet Maintenance

November 2017

Total Fleet Maintenance Projects	152
Street Maintenance	34
Snow Removal	0
DDC	0
CPD	35
Water Distribution	14
P & R Maintenance	2
CFD	9
Sewer	5
Code Enforcement	5
Flood	1
PIP	0
WWTP	0
Engineering	5
Facility Maintenance	0
Fleet Maintenance	0
Central Services	4
Municipal Parking	0
Public Works	9
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	23
Field Service Calls	6
Total Work Orders Submitted	65
Risk Management Claims	0
Fork Lift Inspections	0



Regular Council Agenda
December 19, 2017

Description

Utilities & Central Services monthly reports for November, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

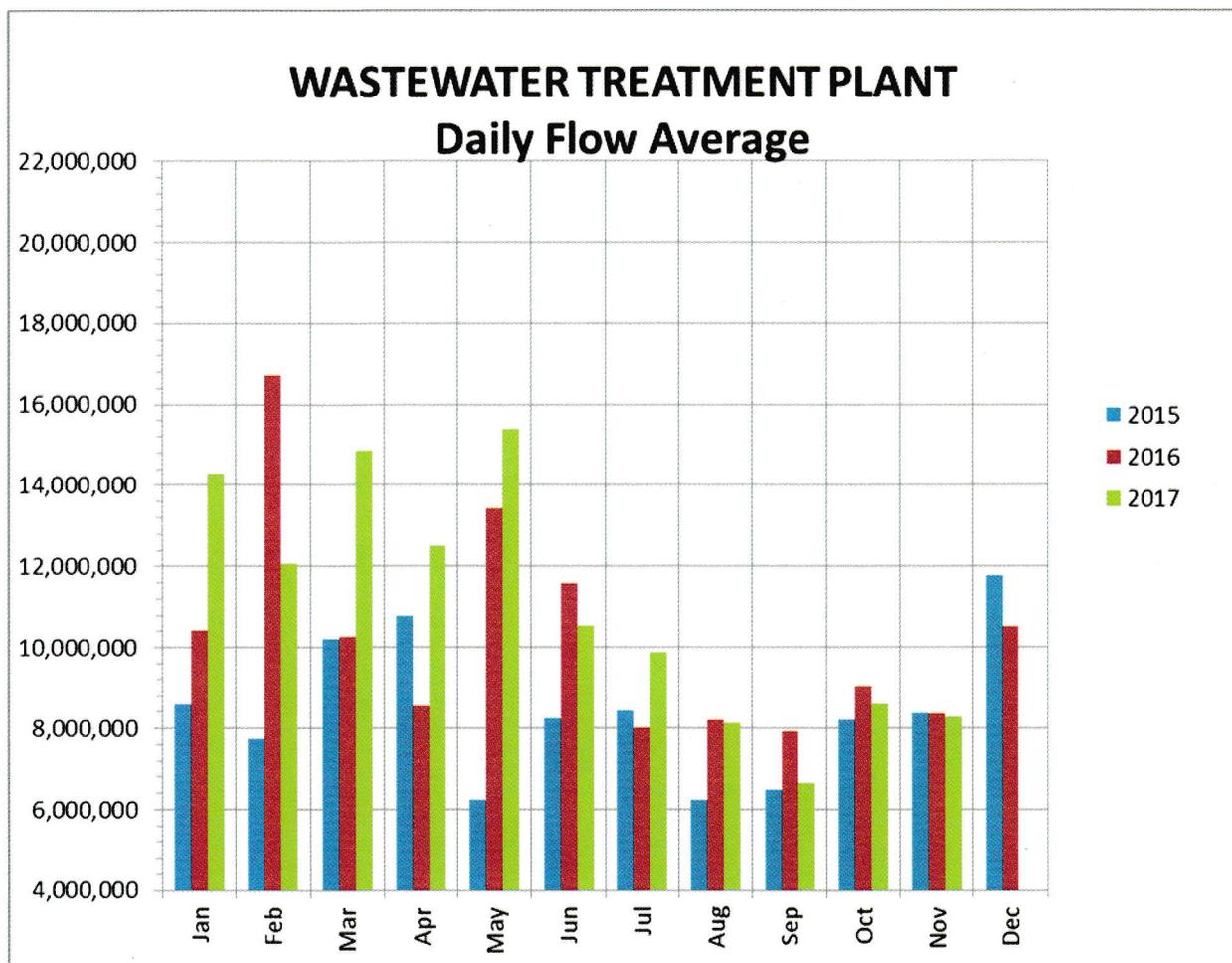
CITY OF CUMBERLAND
UTILITY DIVISION AND
CENTRAL SERVICES
MONTHLY REPORTS
November 2017

MERRY CHRISTMAS!

Wastewater Treatment Plant – November 2017

OPERATIONS:

Treated 247,575,000 gallons @ an average of 8.253 million gallons per day. Removed 211,859 pounds of total suspended solids, 175,929 pounds of BOD, 31,757 pounds of total nitrogen, and 5,120 pounds of total phosphorous. Processed 961,296 gallons of sludge producing 100.88 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.



Sewer & Flood Monthly Report - November 2017

Sewer

3,578 Ft. Sewer Mains Flushed

19 Catch basins cleaned

1,863 Ft. of Sewer Mains televised

138 Ft. of Sewer Lines televised (Laterals)

4 Overflows checked

Safety Meeting - Topic:

- "Hard Hat Do's and Don'ts"

Hydro for Sewer at two (2) work sites

Cleaned Shop, general maintenance

Flood

Test run station pumps

Checked CSO's

Checked holes

Cut trees in narrows

Brush cut Maryland river bank by tow path

General Maintenance on equipment

Safety Meeting

Central Services – November 2017

- **City Hall**: Repaired lights in Tax & Utilities. Repaired window that fell in Mayors office. Fixed and rehung flag at City Hall. Repaired LEDs in HR offices. Repaired lights in parklet side of City Hall.
- **Training**: Forklift training class for three Central service employee
- **Municipal Service Center**: Repaired ice machine for water department. Repaired nine parking lot lights.
- **Public Safety Building**: Worked on boiler #2. Quarterly PM on HVAC equipment (replaced air filters, greased motors and pumps.etc.) Pulled two new cat 5 cables from second floor data room to police garage and squad room for wifi antennas.
- **Smith Park**: Repaired and replaced lights and conduit.
- **Downtown Area & Mall**: Hung Christmas lights on Liberty St. , Centre St. and Baltimore St. . Helped put up Christmas tree and decorate. Helped DDC crew with Christmas decoration on lower end of mall.
- **Water Filtration Plant**: Repaired the two gas heaters in the DAFT building. Repaired the circulating pumps in the lower garage .Rewired boiler control panel to allow pumps to be controlled from thermostats and serviced boiler. Worked on RF link problems at pump station and water towers.
- **Wastewater Treatment Plant**: Worked on HVAC in operations building. Replaced oil pumps for Dewatering boilers. Ran new fuel oil lines from tank to boilers. Started new burner up on oil.
- **Traffic and Street Lights**: Rehung traffic heads on pole that was broke when Brunswick building fell and broke pole.
- **Flood**: Finished up on all three roofs on flood gate controls. Started addition to flood control building at MSC.
- Load tested generators.
- Monthly Safety Meeting – November 3rd 2017



Regular Council Agenda
December 19, 2017

Description

Administrative Services monthly report for October, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for October, 2017

December 19, 2017

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of October, 2017:

Management Information Systems

Statistics

83 completed help desk requests
271 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with HR on job applicant tracking program
- Continued working with NovusAgenda to upgrade electronic agenda system
- Continue to assist CPD with security audits
- Add features to Fleet Management system
- Assist CPD with video extraction from crime scene DVRs
- Created RFP for new Parking Ticket maintenance system
- Began working on Laserfiche upgrade

Parks and Recreation

- **Halloween Events:**
 - Constitution Park Halloween Party - The event was planned for Sunday October 29. It was canceled due to an all-day rain storm.
 - **Halloween Parade and Shoe Box Float contest** – Sponsored by The Halloween Parade Committee, HRDC & Cumberland Parks & Recreation – Assisted with tables and judging of the shoebox floats.
- **Field Usage:**
 - Baseball/ Softball League
 - Soccer/Football League play and practices for October:
 - The City of Cumberland provides fields for the following leagues:
 - Girls Softball, Fall Instructional League
 - Dapper Dan Fall League
 - JCP Soccer League
 - Fort Hill Girls Soccer Teams
 - Cardinals Pee Wee Football
 - Warriors Youth Football
 - Cumberland Raiders
 - Adult Flag Football League
 - Three teams practiced with lights on Flynn & Northcraft

Note – October will conclude regular field usage for the fall season with the exception of only special event practices.
- **Pavilion Reservations** and usage for the month of October - 6 reservations
 - Pavilion reservations closed for the season to resume in the spring.
 - 1 Activities Building rental
 - 1 Use of Amphitheatre
 - Patriots meeting on Fridays at the Activities Building (Sept. & Oct.)
- **Seasonal Employees** – October concluded the staffing of seasonal employees of the park watchmen at Constitution Park. Mason Sports has additional weeks in November for playoff and all-star team practices. Restrooms will be open on a daily basis only until Winterization of these facilities begins in late November.
- **Annual Tree Light Ceremony** – Planning meeting for the Annual Tree Lighting Ceremony was held October 24 & 30. The event is scheduled for Friday November 24, 2017. – Cooperating organizations – City of Cumberland, DDC, Downtown Mall, and Mayor Grim
- **Meetings attended:**
 - Staff Meetings
 - Monthly Recreation Advisory Board Meeting

- Annual Tree Lighting planning meetings
- Constitution Park Pathway meeting for proposed walking and bike path
- **Upcoming:**
 - Co-ed Volleyball League begins
 - Preparation and planning for the Holiday seasonal events
 - Annual Tree Lighting Ceremony and arrival of Santa Downtown – Friday November 24, 2017 – 7:00 p.m.
 - After School Christmas Party at Allegany County Museum Dec. 5&6, 11&12
 - New Year’s Eve Fireworks
 - Proposals for July 4, 2018 Fireworks

Community Development

The Community Development Department reports the following activities for the month of October, 2017:

Code Compliance

Code Enforcement Activity:

October: 39 new complaint calls with 17 of those closed. Also closed 18 earlier cases.

FY18 *to date* (July-Oct): 215 complaints with 56 closed. (avg. 53 received/month)

FY17: 394 complaints with 103 now closed (avg. 33 received/month)

A new email has been set up cd.code.violations@cumberlandmd.gov to receive code compliance violation reports from CPD and the public. The new phone number is 301-722-2000, extension 5600 (not a direct call extension).

Caller/emailer connects automatically to three staff members in this process.

Permits, Applications, and Licenses

<u>Building Permits</u>		<u>Residential Rental License</u>		<u>Plan Reviews</u>	
Received	2	Received:	10	Received:	0
Issued:	1	Issued:	10	Issued:	0

Occupancy Permit

Received: 4

Issued: 2

Housing Inspections

Conducted: 38

Passed: 37

Revenue

Building Permits:..... \$414.00

Miscellaneous Permits:..... 143.50

Occupancy Permits: 120.00

Utility Permits: 0.00

Reviews, Amendments, and Appeals: .300.00

Rental Licenses: 5,125.00

Paid Inspections: 00.00

Municipal Infractions: 00.00

TOTAL **\$6102.50**

Demolition Permit (Bonds)..... 00.00

Community Services Activity:

- Charted 609 Code Enforcement complaint calls from June 2016 to present.
(counts above)
 - Made initial call to owner on 36 of 39 complaint calls received in October.
 - Met with management and staff on future process of this system
- City owned properties digital map is complete, web version underway.
- The Neighborhood Advisory Commission will not meet until further direction from M&CC.
 - Clean Up & Green Up Program (MET grant):
 - Cumberland Eastside Neighborhood Association held Oct. 21
 - Rolling Mill (Maryland Ave., Baker St., and Ascension St.) to be held Nov. 3
 - SCBCA met Oct. 19
 - 68th annual SCBCA's "Marsha L. Thomas Memorial" Halloween Parade and Mummies Contest held 10/25/17 - 10

divisions – one of the largest.

- Shoebox Float Contest held 10/18/17 with Parks & Rec at HRDC.

Community Development Programs

Community Development Block Grant (CDBG) Monthly Activity: October 2017

No draws since August yet. Quarterly report information from Sub-recipients will be on the November report.

<i>Activity</i>	<i>Year</i>	<i>Initial Funding</i>	<i>Environmental Review</i>	<i>Contract</i>	<i>Spent</i>	<i>Remain</i>	<i>% Complete</i>
Balt/Amtrak Infrastructure Imps; Downtown Benches	2013	\$144,151.06	x	x	\$138,513.00	\$5,638.06	96%
Community Betterment Cleanup	2013	\$3,500.00	x	na	\$3,500.00	\$0.00	100%
Balt/Amtrak Infrastructure Imps/Mechanic St	2014	\$181,820.00	x		\$48,300.00	\$133,520.00	27%
Community Betterment Cleanup	2014	\$3,000.00	x	na	\$3,000.00	\$0.00	100%
CNHS Closing Cost Grants	2016	\$32,000.00	x		\$11,212.35	\$20,787.65	35%
ADA Sidewalk Improvements - Downtown	2015	\$50,000.00	x	x	\$4,678.98	\$45,321.02	9%
YMCA Rehabilitation Phase 2 (lower Level)	2016	\$67,981.00	underway		\$0.00	\$67,981.00	0%

HRDC Rental Rehabilitation (3)	2016	\$24,200.00	x	x	\$0.00	\$24,200.00	0%
Goethe Street ALU	2016	\$138,040.02	underway		\$0.00	\$138,040.02	0%
Amtrak Phase 2 - Mechanic St.	2016	\$97,811.00	x		\$0.00	\$97,811.00	0%
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	\$21,500.00	x	x	\$0.00	\$21,500.00	0%
Cavanaugh Ballfield - Imps 1	2016	\$73,879.00	x	x	\$68,879.00	\$5,000.00	93%
Denture Clinic 2016	2016	\$7,009.89	x	x	\$3,950.00	\$3,059.98	56%
HRDC Office of Housing Opportunity	2016	\$7,000.00	x	x	\$6,428.66	\$571.34	92%
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	\$60,489.21	begun		\$0.00		0%
Friends Aware, Inc. Residential Rehabilitation	2017	\$49,882.21	X	x	\$0.00		0%
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	\$70,489.21	underway		\$0.00		0%
George St. ADA Sidewalks Project	2017	\$50,489.21	tiered		\$0.00		0%
Community Betterment Sidewalks	2017	\$101,489.22	tiered		\$0.00		0%
Homestead Acquisition	2017	\$53,813.29	underway		\$0.00		0%

Family Crises Resource Center Shelter	2017	\$10,489.21	x		\$0.00		0%
HACC Jane Frazier Village Sidewalk Improvements Ph. 2	2017	\$30,489.21	underway		\$0.00		0%
Archway Station WRAP Youth Program	2017	\$3,096.21	x		\$0.00		0%
Short Term Prescription program	2017	\$7,489.21	x		\$0.00		0%
Long Term Prescription Program	2017	\$15,489.21	x		\$0.00		0%
Family Junction Parenting Program	2017	\$15,489.21	x		\$0.00		0%
Cavanaugh Ballfield - Imps. 2	2017	\$55,489.21	underway		\$0.00		0%
Friends Aware, Inc. - Transportation Project	2017	\$9,489.21	x		\$0.00		0%
HRDC Emergency Homeless Prevention Program	2017	\$20,489.21	x		\$0.00		0%
Denture Clinic 2017	2017	\$6,489.21	x		\$0.00		0%
Emergency Dental Access	2017	\$10,489.21	x		\$0.00		0%

Amtrak Infrastructure Improvements Phase 4	2017	\$50,489.21	underway		\$0.00		0%
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Comptroller's Office
Activity Report – October 2017

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of October 2017.

On October 1, 2017 the City had a cash balance of \$9.1 million. Disbursements exceeded receipts by \$4.4 million in October due to a transfer of \$5.0 million from cash to investments leaving the City with a cash balance of \$4.7 million at October 31, 2017.

As of October 31, 2017, the significant tax receivable balances were as reflected in the table below. The balances prior to FY 2016 are comprised mainly of unpaid personal property taxes. A significant portion of the unpaid personal property taxes are likely uncollectible due to bankruptcies, insolvencies and/or inability to locate owners. Our amnesty program in the spring of 2017 was modestly successful and we are making a concerted effort to collect the rest, but will be writing off balances in the coming months.

Taxes receivable (General Fund)					\$ 4,886,884
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	\$ 4,116,687	\$ -	\$ 413,029	\$ -	\$ 3,703,658
FY 2017	640,869	-	24,424	-	616,445
FY 2016	303,278	-	15,132	-	288,146
FY 2015	50,825	-	2,600	-	48,225
FY 2014	29,499	-	2,350	-	27,149
FY 2013	26,371	-	775	-	25,596
FY 2012	30,160	-	870	-	29,290
FY 2011	47,167	-	341	-	46,826
Prior FY's	101,549	-	-	-	101,549
	<u>\$ 5,346,405</u>	<u>\$ -</u>	<u>\$ 459,521</u>	<u>\$ -</u>	<u>\$ 4,886,884</u>

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

Real property (non-owner occupied)	\$ 1,143,848
Non-Corp Personal Property	17,598
Corporate Personal Property	1,051,837
Real Property (semiannual payments)	1,490,375
Real Property (Half Year)	-
	<u>\$ 3,703,658</u>

November is a 2-pay month so the cash required to meet payroll is an estimated \$1,100,000.

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

Cash and Investment Summary
October 31, 2017

	Cash	Investments
Beginning Balance	\$ 9,141,733	\$ 7,003,341
Add:		
Cash Receipts	4,648,041	6,028
Investment Transfer	-	5,000,000
Less:		
Disbursements	4,074,293	-
Investment Transfer	5,000,000	-
Ending Balance	\$ 4,715,481	\$ 12,009,369
Restricted	\$ 357,548	\$ 1,100,747

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

Restricted Cash

	10/1/2017	Increase	Utilization	10/31/2017
Police Seizures	\$ 153,785	\$ 17	\$ -	\$ 153,802
Bowers Trust	83,566	-	6,816	76,750
Restricted Lenders	106,341	-	-	106,341
Other	16,480	4,175	-	20,655
	\$ 360,172	\$ 1,030	\$-	\$ 357,548

Restricted Investments

	10/1/2017	Increase	Utilization	10/31/2017
DDC	\$ 6,651	\$ 6	\$ -	\$ 6,657
GOB 2013	1,093,147	943	-	1,094,090
	\$ 1,099,798	\$-	\$-	\$ 1,100,747

Three separate restricted cash accounts were established in June to accept donations for the Al Abrams Field, a Joe Maphis statute and for a P&R Sound Garden at Constitution Park. Another \$175 was received during October for the Al Abrams Field and grant funds of \$4,000 was received for the Sound Garden bringing the totals to \$3,655, \$2,150 and \$4,100 respectively. Bower’s Trust funds of \$6,800 were used for Constitution Park Pool improvements.

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

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs and projects. There have been no draws since February.

Capital Projects and Associated Debt:

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

Available Bond Proceeds			
	10/1/2017	Utilization	10/31/2017
CDA 2014	\$ 870,922	\$ -	\$ 870,922
CDA 2015	2,314,041	24,029	2,290,012
CDA 2017	1,185,066	7,791	1,177,275
	\$ 4,370,029	\$ 31,820	\$ 4,338,209

CSO Projects (current phase)			
	10/1/2017	Increase	10/31/2017
Evitts Creek Debt	\$ 124,458	\$ 10,742	\$ 135,200
Evitts Creek Grant	-	-	-
WWTP Debt	203,655	73,977	277,632
WWTP Grant	1,445,232	498,186	1,943,418
	\$ 1,773,345	\$ 582,905	\$ 2,356,250

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund (\$1.7 million), Water Fund (\$207,000) and Sewer Fund (\$1.3 million) projects and are available to be drawn as required. The City closed on new CDA 2017 debt of 1.2 million in early August. The October CDA 2015 draw of \$24,000 was for waterline projects and the CDA 2017 \$7,800 draw was to reimburse additional closing costs.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During October we received \$498,000 in BRF grants on the WWTP project and incurred new debt of \$85,000 on the Evitts Creek and WWTP CSO projects.

Respectfully submitted,

Jeff Rhodes
City Administrator



Regular Council Agenda
December 19, 2017

Description

Fire Department monthly report for November, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

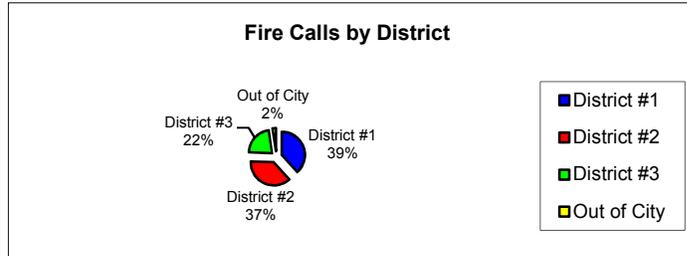
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF NOVEMBER, 2017
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 86 Fire Alarms:

Responses by District:	
District #1	33
District #2	32
District #3	19
Out of City	<u>2</u>
	86



Number of Alarms:
 First Alarms Answered 86

Calls Listed Below:	
Property Use:	
Educational	3
Institutional	4
Residential	50
Stores and Offices	6
Industrial, Utility	0
Manufacturing	1
Special Properties	19
Undetermined	2
None	<u>1</u>
	86

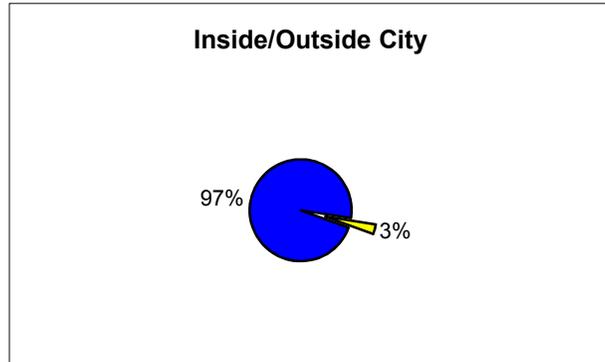
Type of Situation:	
Fire or Explosion	4
Overpressure	0
Rescue Calls	52
Hazardous Conditions	2
Service Calls	6
Good Intent Calls	10
False Calls	<u>12</u>
	86

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in November:	\$2,950.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$18,550.00
Fire Service Fees for Fire Calls Paid in November:	\$454.73
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,340.00
Total Fire Services Fees in FY2018:	\$3,130.00

Fire Service Fees for Inspections and Permits Billed in November:	\$100.00
Fire Service Fees for Inspections and Permits Paid in November:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$450.00

Cumberland Fire Department Responded to 383 Emergency Medical Calls:

In City Calls	371
Out of City Calls	<u>12</u>
Total	383



Total Ambulance Fees Billed by Medical Claim-Aid for November:	\$103,522.84
Ambulance Fees Billed Fiscal Year to Date:	\$579,907.34
Ambulance Fees Paid: Revenue Received in November:	\$99,579.96
FY2018 Ambulance Fees Paid in FY2018:	\$302,577.12
All Ambulance Fees Paid in FY2018: (Includes all ambulance fees, previous and current fiscal years, paid in FY2018.)	\$458,041.19

Cumberland Fire Department provided 5 Paramedic Assist Calls:

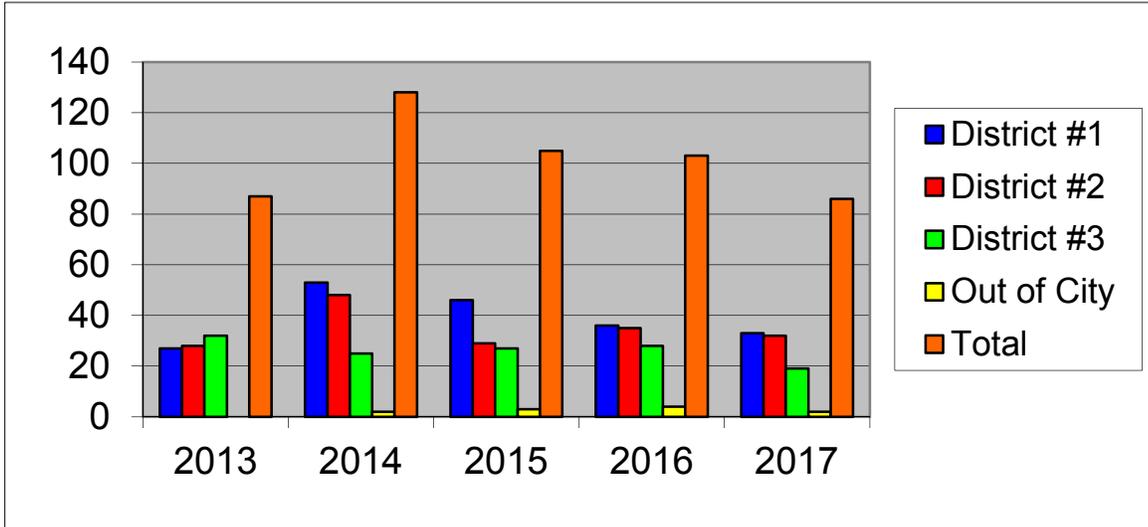
2 Mutual Aid Calls within Allegany County	
3 Mutual Aid Calls outside of Allegany County	
<u>5</u>	
Cresaptown VFD	<u>2</u>
Hyndman, PA Area Rescue Squad	1
Ridgeley, WV VFD	1
Wiley Ford VFD, WV	<u>1</u>
	5

Cumberland Fire Department provided 7 Mutual Aid Calls:

6 Paramedic Assist Calls within Allegany County	
1 Paramedic Assist Calls outside of Allegany County	
<u>7</u>	
Bowman's Addition VFD	2
Cresaptown VFD	<u>4</u>
	6
Ridgeley VFD, WV	<u>1</u>
	7

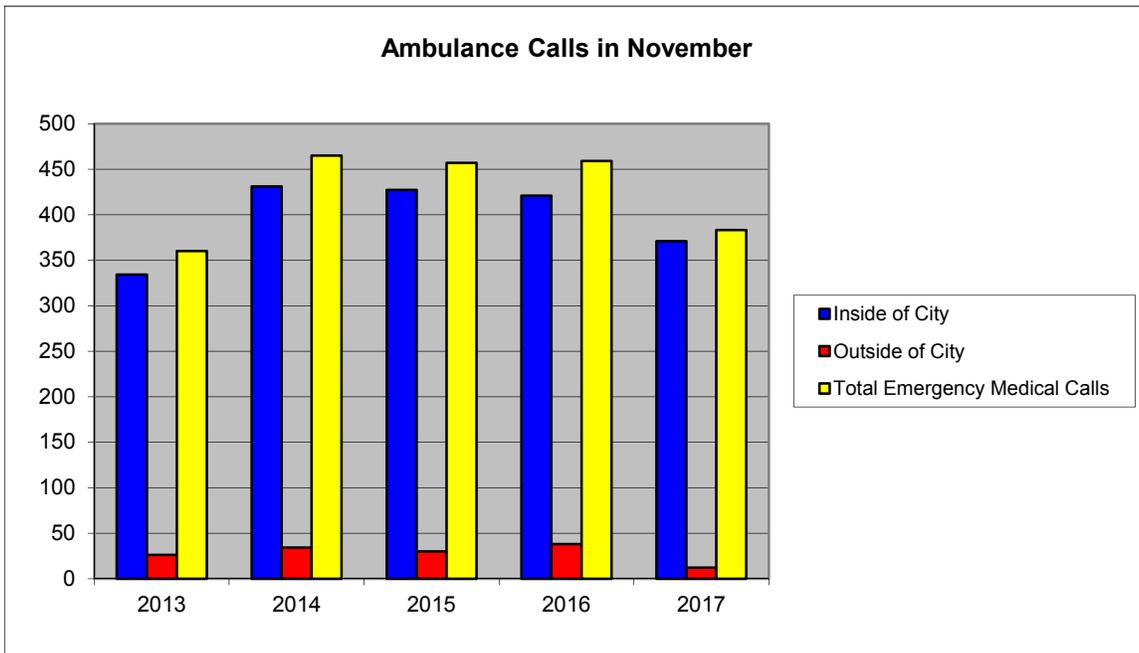
Fire Calls for the Month of November for a Five-Year Period:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
District #1	27	53	46	36	33
District #2	28	48	29	35	32
District #3	32	25	27	28	19
Out of City	0	2	3	4	2
Total	87	128	105	103	86



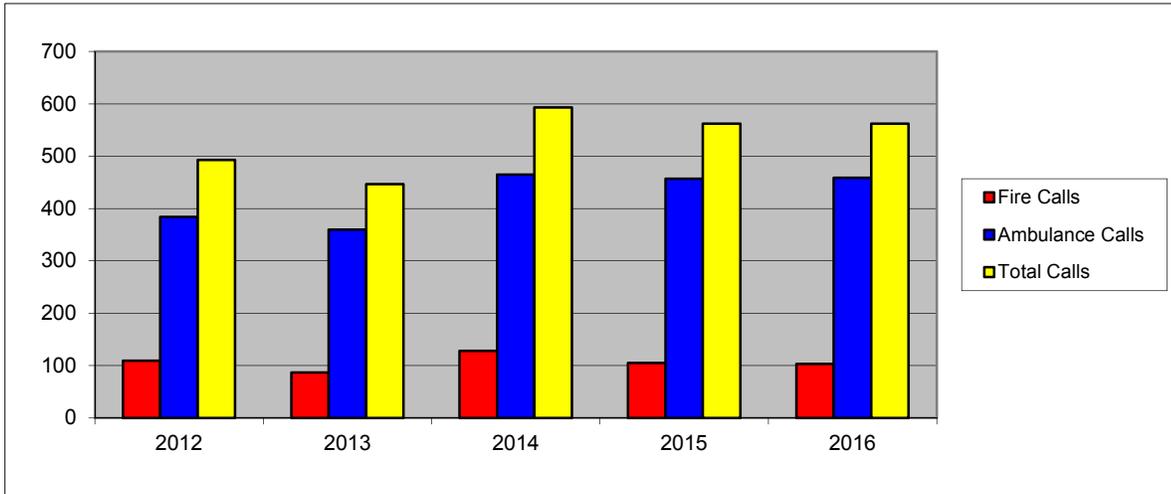
Ambulance Calls for the Month of November for a Five-Year Period:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Inside of City	334	431	427	421	371
Outside of City	26	34	30	38	12
Total Emergency Medical Calls	360	465	457	459	383



Fire and Ambulance Calls for the Month of November for a Five-Year Period:

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Fire Calls	109	87	128	105	103
Ambulance Calls	384	360	465	457	459
Total Calls	493	447	593	562	562



Training

Training Man Hours:	482.50
Training Listed Below:	
Administrative Policy and Procedures	31.50
HIPAA	2.00
Sexual Harassment Policy	0.50
Computer Policy	0.50
Duties and Responsibilities	4.00
Right to Know	1.00
Aerial Operations	7.50
Apparatus Check Procedures	38.50
SCBA	12.00
Inservice Inspections	103.50
Plan Review	7.00
Building Construction and Fire Behavior	42.00
Bloodborne Pathogens	2.00
EMT-B Recertification	18.50
Ambulance Inventory	8.00
EMT Testing	29.00
Alarm Procedures	0.25
Strategic and Tactical Operations	69.00
Fire Scene Management	8.25
Firefighter I Class	80.00
Hose Lines	7.50
Physical Fitness	10.00
	<hr/>
	482.50

Fire Prevention Bureau

Complaints Received	5
Conferences Held	96
Correspondence	12
Inspections Performed	3
Pre-Plans	0
Investigations Conducted	3
Plan Reviews	7

Personnel

Probationary Firefighter Eric D. Arnold was hired on November 20, 2017.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer



Regular Council Agenda
December 19, 2017

Description

Police Department monthly report for November, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland Department of Police

Monthly Report

November 2017

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2017

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	6 officers
Squad 1A	8 officers
Squad 1B	8 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	3 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1051 HOURS

YEAR TO DATE (beginning 7/1/17): 5121 HOURS

COMP TIME USED: 294 HOURS

YEAR TO DATE (beginning 7/1/17): 1083 HOURS

SICK TIME USED: 52 HOURS

YEAR TO DATE (beginning 7/1/17): 673 HOURS

OVERTIME REPORT

OVERTIME WORKED: 458 HOURS

YEAR TO DATE (beginning 7/1/17): 1997 HOURS

HOSPITAL SECURITY: 153 HOURS

YEAR TO DATE (beginning 7/1/17): 754 HOURS

COURT TIME WORKED: 48 HOURS

YEAR TO DATE (beginning 7/1/17): 449 HOURS

TRAINING REPORT

24 OFFICERS ATTENDED 2 TRAINING SESSIONS

YEAR TO DATE (beginning 7/1/17) 594 HOURS



Regular Council Agenda
December 19, 2017

Description

Approval of the Work Session Minutes of November 14, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

WORK SESSION

City Hall Council Chambers
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, November 14, 2017
4:30 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; John DiFonzo, City Engineer; Marjorie Woodring, City Clerk

I. BALTIMORE STREET DESIGN

Mayor Grim advised that the work session had been called to allow the Mayor and Council the opportunity to review and discuss proposed changes to the downtown mall.

Mr. Rhodes recognized Sandi Saville, DDC Chairwoman, Paul Kelly, Executive Director of the CEDC, and John DiFonzo, City Engineer, who were in attendance.

Mr. Rhodes advised that the Sage Policy Group had previously recommended opening the mall in some manner. A design study by McCormick & Taylor had then been contracted to look at various options and had made a final recommendation to open each end of the mall with the center of the mall remaining closed. The City then contracted with EADS to provide a build-out from that design. More recently, however, there had been additional discussion as to whether the option that had been settled on to open either end of the mall to one-way traffic was in fact the best option, or whether consideration should be given to opening the entire length of the mall.

Mr. Rhodes stated there was at this point a need to determine a consensus from Council before allowing EADS to go further in the design process.

The three options to be explored this evening all result in the street being open the entire length with one way traffic and that lane of traffic being centered on the mall. Mr. Rhodes provided maps to detail the following:

Option A- provides for one-way traffic the full length of the mall, a contra flow bike lane, and pockets of parking

Option B- provides for one-way traffic the full length of the mall, a contra flow bike lane, and no parking on the street

Option C - provides one way traffic the full length of the mall, no bike lane, parking

Mr. DiFonzo noted that it was unclear whether the State would remain a funding partner if no bike lane was provided.

Sandi Saville discussed that as the current plan was being formulated, the DDC did not want the lower end of the mall nearest the train station opened to traffic, but had been in agreement to open the upper end for the boutique hotel. Most votes at the public charrette held at that time also made it clear that stakeholders at that end of the mall wanted it open, as well. The DDC compromised with the EDC, stating that the DDC would not publicly oppose the plan if bollards were included to allow areas to be closed off for seasonal events and if no asphalt or curb cuts were included. The DDC felt the original plan did not direct tourists through the downtown in the most beneficial way and it would be confusing to them.

Mayor Grim discussed that he was a little dissatisfied with the new options and suggested leaving the mall as it is. He stated many communities were installing pedestrian malls now and he was not sold on the benefits of opening it. Additional parking would interrupt the event space, which is what gives life to the mall. He suggested that many of the business owners now on the mall decided to open their business on the mall knowing full well that it is a pedestrian mall and there would be no parking in front of their business.

Councilman Frazier stated that he favored keeping the mall closed, but only half closed as a way to get more people downtown yet still keep a little of what is there now.

Councilman Caporale stated that the Mayor and Council had previously voted to open the mall. As a business owner, he knows that if people can't pull up, they don't stop. He appreciates the sentiment of wanting to keep the mall as it is, but he would argue that it is a business district.

Councilman Bernard stated that he had talked with many of the businesses downtown and most want it opened. He noted that City Lights did not and Mark's Café did not. He questioned whether there was opportunity to provide outdoor dining space with the new design.

John DiFonzo discussed that the point of the TAP funding application was to put traffic on the mall and funding would not be available without that aspect of design. The engineering design had been generated based on the option selected by the charrette. He discussed that if Council wanted to open the mall, then opening it with one way traffic works well and would allow access to the stores. He strongly favored having the traffic move away from the Mechanic / Baltimore Street intersection so that more traffic was not sent into that busy intersection. Moving away from that intersection would direct traffic towards George Street and if no parking was available on the mall, the George Street parking garage would then be available. The boutique hotel would also be served nicely. He stated that Option A provides space for restaurants, traffic and limited parking that would enable people to be dropped off.

Mr. DiFonzo further discussed that ARC funding would not be used, as was originally intended, because the additional costs associated with obtaining federal dollars would cause the total cost of the project to be more than the cost if the City were to pay 100%. Proceeding without ARC funding would also save time. Many of the outstanding design issues could be worked out through the design committee.

The failing underground infrastructure on the mall is also an issue and state funding for the mall improvements will allow those issues to be addressed as well. Therefore, consideration has to be given to including aspects in the design that meets state criteria for funding.

Bollards were discussed with regard to whether the cost was warranted and the fact that they would provide a physical barrier to protect people who were dining.

Consensus: After discussion, it was the consensus of Council to eliminate Option C because the lack of bike lanes would jeopardize state funding for the project.

Further discussion ensued on the remaining Options A and B.

Councilman Bernard suggested holding another meeting to allow the public to comment on the remaining two options, which basically opened the mall either with or without parking.

Sandi Saville discussed that the DDC and the Arts Council had retained the Cochrane Group, who used design methods based on how art can stimulate economic development. They had designed the Hagerstown Art Trail which used design elements such as colored bricks to lead people into the downtown. She recommended that their role be expanded into the development of the design for the mall. The Cochrane Group had indicated they would like to meet with the design group and help facilitate a discussion about design and how small changes could make a big difference in how the mall looks. She further advised that the full membership of the DDC had not yet seen the newly proposed options, but would be supportive of a bike lane and one-way traffic all the way through.

Betsey Hurwitz Schwab discussed that in consideration of the number of bikers that she sees riding downtown instead of dismounting, it would be ill advised to not have a bike lane in both directions. Being a biker herself, she noted that providing accessibility through town was an important factor. She further recommended that the one-way traffic be directed west to east even with the bottleneck at Mechanic Street because directing them east only leads them out of town. West to east would allow people to drive through town first to see what's available and then be directed towards the train and Washington Street, both of which are major attractions.

Further discussion ensued regarding the proposed direction of the one-way traffic.

Mr. Rhodes noted that a critical issue at hand was whether to go with one lane traffic the entire length of the mall and whether to center that traffic to give as much sidewalk space as possible on either side. Issues such as parking and bollards could be left to the design committee.

Bill Shaffer, owner of City Lights, discussed that any loss of outside dining would put him out of business. He stated that, having been a downtown property owner since 1999, he knows that the problem is not traffic on the mall, but rather, an economic problem, and he feels it would be a huge mistake to open the mall. It was noted that the new design would cause Mr. Shaffer to lose outside space unless he were given space beyond his building. It was suggested that bollards could be part of the solution if used to block the entire lower portion for seasonal dining. Other options were discussed.

Ernest Guisello suggested making the street curvy to slow people down and make it more interesting. Niches could be provided for restaurants and still maintain traffic flow.

It was noted that funding was tied to a design that allowed traffic to flow from end to end.

Mayor Grim stated that the City had an obligation to fix the failing utilities on the mall and those could only be addressed with funding assistance. Mr. DiFonzo discussed several of the utility issues that needed fixed.

Councilman Bernard discussed that this was a chance to get creative to make sure all businesses, both current and future, can be as successful as possible. He suggested that the design committee could also look at the Merchants Alley area eventually to create another space for dining. Mr. Shaffer discussed some drawbacks to having dining in the back.

Consensus: After discussion, it was the consensus of Council to proceed with a design that would allow traffic one-way all the way through the mall with a bike lane.

Other details could be decided as part of the design process. The City would give EADS direction to move forward so they would have something to present to the design committee and the Cochrane Group would be involved as well.

Paul Kelly asked for a point of clarification with regard to whether the bike lane would have a contra flow. He stated that if the design committee needed to emphasis outside dining, it may mean looking at the dimensions of the bike lane.

Councilman Bernard stated that he supported a contra bike lane.

There was discussion on options to reduce the width of the bike lane to give more room for something else. Mr. DiFonzo stated he would check to see if state funding would be affected if no contra lane was provided. Betsey Hurwitz Schwab stated that bikers will want to come down Baltimore Street to stop at the restaurants and shops, and they will miss all of that if they are routed around.

No specific consensus on the contra lane was provided.

XII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:58 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Regular Council Agenda
December 19, 2017

Description

Approval of the Closed Session Minutes of December 5, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

Second Floor Conference Room

Tuesday, December 5, 2017

5:45 p.m.

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene T. Frazier

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor; Fire Chief Donald Dunn; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss issues pertaining to negotiations with the IAFF Local #1715 was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 4-0, with Councilman Frazier being absent at the time of vote.

Annotated Code of Maryland, State Government

- Section 10-508 (a) (9) – to conduct collective bargaining negotiations or consider matters that relate to negotiations

Minutes approved: _____

Brian K. Grim, Mayor _____



Regular Council Agenda
December 19, 2017

Description

Ordinance (*1st reading*) - approving Zoning Text Amendment No. 1206 to amend the Use Regulations Table in Section 6.02 of the Zoning Ordinance to allow general restaurants and fast food restaurants without drive-thru service as permitted uses in the Residential-Office (R-O) Zone and allowing fast food restaurants with drive-thru service as conditional uses in the Residential-Office (R-O) Zone

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE USE REGULATIONS TABLE IN SECTION 6.02 OF THE CITY OF CUMBERLAND ZONING ORDINANCE FOR THE PURPOSE OF ALLOWING GENERAL RESTAURANTS AND FAST FOOD RESTAURANTS WITHOUT DRIVE-THRU SERVICE AS PERMITTED USES IN THE RESIDENTIAL-OFFICE (R-O) ZONING DISTRICT AND ALLOWING FAST FOOD RESTAURANTS WITH DRIVE-THRU SERVICE AS CONDITIONAL USES IN SAID ZONING DISTRICT."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, to amend it from time to time, and to provide for its administration and enforcement.

WHEREAS, the Mayor and City Council deem it necessary to amend the City of Cumberland Zoning Ordinance from time to time for the purpose of promoting the health, safety, morals, and/or general welfare of the City.

WHEREAS, in reviewing the use regulations applicable to the Residential-Office (R-O) Zoning District, City staff observed that restaurants are not permitted;

WHEREAS, Section 5.01.05 of the Zoning Ordinance provides that the purpose of the R-O District "is to provide areas appropriate for the harmonious mixing of residential and non-residential uses, and to provide for higher density residential development in a variety of housing types."

WHEREAS, staff proposed allowing restaurant uses in this district as they are appropriate uses in higher density residential areas which conveniently serve the needs of persons residing therein and are consistent with the other uses permitted therein;

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this ordinance on the 16th day of October, 2017, and determined that it should recommend that the Mayor and City Council pass an ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

WHEREAS, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on _____, 2017 and _____,

2017), the first such notice having been published at least 14 days prior to the hearing, as required by Section 15.04.02 of the Zoning Ordinance.

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on December 5, 2017, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on November 20, 2017 and November 27, 2017), the first such notice having been published at least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the Use Regulations Table set forth in Section 6.02 of the City of Cumberland Zoning Ordinance is hereby amended as follows¹:

Key: P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
	USE DESCRIPTION	R-E	R-S	R-U	R-O	B-L	B-H	B-CBD	B-C	I-G	G-C

. . . .

Restaurants, Bars, Nightclubs											
Restaurants, general				P	P	P	P	P	P	P	P
Restaurants, fast food, with drive-thru service				C	C	P	C	P	P	P	P
Restaurants, fast-food, w/o drive-thru service				P	P	P	P	P	P	P	P

¹ Bold print text denotes language added to the Zoning Ordinance. All changes are highlighted.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____,
201__.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk



Regular Council Agenda
December 19, 2017

Description

Order approving the sole source proposal of Carl Belt, Inc. to provide emergency demolition services for the Brunswick Hotel in the amount not to exceed \$61,117.14 in accordance with Section 2-171(c) of the City Code

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 19, 2017

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

THAT, the sole source proposal of Carl Belt, Inc. for the emergency demolition of the Brunswick Hotel, located at Baltimore Avenue and Queen City Pavement, in the amount not to exceed Sixty One Thousand, One Hundred Seventeen Dollars and Fourteen Cents (\$61,117.14) be and is hereby approved; and

BE IT FURTHER ORDERED, that this award shall be made on a sole source basis due to the emergency nature of the demolition, as provided for by Section 2-171 (c) of the City Code.

Brian K. Grim, Mayor

301-729,8900

INVOICE

Fax No. 301-729-0163

**CARL BELT
INCORPORATED**

C O N T R A C T I N G . . E N G I N E E R I N G

OFFICE AND YARD
11521 MILNOR AVENUE BOWLING GREEN

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

TO City of Cumberland
Attn: Dave Cox
P.O. Box 1702
57 N. Liberty Street
Cumberland, MD 21502-1702

DATE 11/30/2017
Summary #35406
Page 1 of 1

TERMS-NET CASH.

INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

**RE: Belt Job #257
Brunswick Hotel Demo**

To demo structure, clean up and haul to landfill, regrade site, topsoil and seed.

SUMMARY RECAP

TOTAL LABOR	\$ 30,236.15
TOTAL MATERIAL	\$ 9,495.19
TOTAL SUBCONTRACTOR	\$ 5,035.80
TOTAL EQUIPMENT	\$ <u>16,350.00</u>
TOTAL AMOUNT DUE THIS INVOICE	\$ <u>61,117.14</u>



Regular Council Agenda
December 19, 2017

Description

Order approving the sole source purchase of a demo model 2016 International 7400 SFA 5-ton Dump Truck from Allegany Truck Inc. for the amount not-to-exceed \$140,102.52 in accordance with Section 2-171(c) (v) of the City Code

Approval, Acceptance / Recommendation

See attached recommendation and approval

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$140,102.52

Source of Funding (if applicable)

Budgeted: Street Department

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

ORDER NO. _____

DATE: December 19, 2017

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

THAT, the sole source proposal from Allegany Truck, Inc., Altoona, PA for a demo model 2016 International 7400 Workstar SFA 4x2 5-ton Dump Truck for the amount not-to-exceed One Hundred Forty Thousand, One Hundred Two Dollars and Fifty-Two Cents (\$140,102.52) be and is hereby accepted in accordance with Section 2-171(c)(v) of the City Code.

Brian K. Grim, Mayor

Budgeted Item:
Street Department 001.057.64000



Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Sole Source Request for 5 Ton Dump Truck

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Wed, Dec 6, 2017 at 10:17 AM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Robert Rider <bob.rider@cumberlandmd.gov>

Approved

**Jeffrey D. Rhodes, ICMA-CM**City Administrator
City of Cumberland, Maryland
301-759-6424Email: jeff.rhodes@cumberlandmd.gov
Website: www.cumberlandmd.gov

On Wed, Dec 6, 2017 at 9:50 AM, Brooke Cassell <brooke.cassell@cumberlandmd.gov> wrote:

Jeff,

I had previously sent the request for the Sole Source Purchase of the 5 Ton Dump Truck for the Water Department.

Ken previously approved from a funding perspective.

Last night at the Council Meeting the change in the purchasing policy was approved, which allows us to request a sole source purchase for this Demo Truck.

Can you approve the Sole Source request for the truck?

I assume then we need to get approval from the Mayor and Council? I need to let the dealer know for sure if the purchase is approved by today.

The details of the truck are in the original email, please see below.

Thanks,
Brooke**Brooke Cassell**
Public Works Operations Manager
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov

----- Forwarded message -----

From: **Brooke Cassell** <brooke.cassell@cumberlandmd.gov>

Date: Mon, Nov 27, 2017 at 2:34 PM

Subject: Sole Source Request for 5 Ton Dump Truck

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Cc: Robert Rider <bob.rider@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Jeff and Ken,

The Water Department had requested funding to purchase a New 5 TON DUMP TRUCK. Originally we wanted a new 4x4 dump truck (cost is \$168,000). In searching for quotes for this truck we found a DEMO Truck that will meet the needs of the Water Department and saves us some money.

DEMO TRUCK DETAILS:

**2016 International 7400 Workstar SFA 4x2 with approximately 1,500 miles.
Cost \$140,102.52**

This truck was built for another company that decided not to purchase the truck. U.S. Municipal has been using the truck for equipment shows and demo's for new customers.

The Truck is being sold by Allegany Trucks Inc., Altoona, Pa.
U.S. Municipal did the Aluminum Bed, Hoist and other Up Fit Work. They will have to make some additional changes and add-on's to meet our needs. Those items are included in the quote.

I am requesting approval from Ken for funding and approval by Jeff for Sole Source purchase.

Please let me know if you have any questions. I have attached a copy of the quote and truck specifications.

Thank you,
Brooke

Brooke Cassell
Public Works Operations Manager
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov



Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Sole Source Request for 5 Ton Dump Truck

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Mon, Nov 27, 2017 at 4:09 PM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Cc: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Robert Rider <bob.rider@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

I approve from a funding perspective and due to the nature of this purchase (2016 Demo with very low miles) and the saving we are able to realize I don't think we can really put this out to bid, but that is up to Jeff and/or Mike.

On Mon, Nov 27, 2017 at 2:34 PM, Brooke Cassell <brooke.cassell@cumberlandmd.gov> wrote:

Jeff and Ken,

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Brooke Cassell
Public Works Operations Manager
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov



Regular Council Agenda
December 19, 2017

Description

Order declaring City-owned properties located at 32 Virginia Ave., 34 Virginia Ave., 321-323 Pennsylvania Ave., and 325 Pennsylvania Ave. to be surplus and advising of the City's intent to transfer these properties to the Cumberland Housing Alliance for use in the Cumberland Housing Revitalization Program by way of an Ordinance after 20 days' public notice

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 19, 2017

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

WHEREAS, the Mayor and City Council of Cumberland are the record owner of certain parcels of real property that have been determined to be of no further value to the City of Cumberland (hereinafter referred to as the "Properties"); and

WHEREAS, the Mayor and City Council of Cumberland wish to donate said Properties to the Cumberland Housing Alliance, Inc. to be used in the Cumberland Housing Revitalization Program; and

WHEREAS, the Properties are more particularly described as follows:

<i>Address</i>	<i>Tax ID No.</i>	<i>Deed Reference / Allegany County Land Records</i>
32 Virginia Avenue	04-033280	Book 2301, Page 235
34 Virginia Avenue	04-040570	Book 2274, Page 150
321-323 Pennsylvania Avenue	04-027949	Book 2290, Page 427
325 Pennsylvania Avenue	04-018478	Book 2301, Page 163

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland.

2. **BE IT FURTHER ORDERED,** that the Mayor and City Council of Cumberland intend to convey to the Cumberland Housing Alliance, Inc., of Allegany County, Maryland, all interest in the Properties existing in any manner; and

3. **BE IT FURTHER ORDERED**, that after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Property, formal transfer of the Properties to Cumberland Housing Alliance, Inc. may proceed.

Mayor Brian K. Grim



Regular Council Agenda
December 19, 2017

Description

Order authorizing execution of a Donation Agreement with Howder, Inc. for the donation of 409 Walnut Street to the City, authorizing acceptance of the deed to effect the transfer, and authorizing extension of the closing date under certain conditions, and granting the City Administrator and City Solicitor authority to execute documents for the transfer

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 19, 2017

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland and Howder, Inc. ("Donor") for the property and improvements thereon located at 409 Walnut Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 645, folio 33 for the sum of One Dollars (\$1.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the closing is not extended more than sixty (60) days from the originally scheduled closing date; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Brian K. Grim, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Howder, Inc.** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Donor is the record title holder of the real property and the improvements thereon located at 409 Walnut Street, Cumberland, MD 21502 (the "Property") which is more particularly described as Parcel Three in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 645, folio 33;

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed(s) for the Property shall be subject to the following contingencies:

4.1. Title. Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

4.2. No Occupancy/Property Removal. This Agreement is contingent upon Donor delivering the Property to the City free from tenants or inhabitants of any kind. The Property shall not be subject to any written or oral leases or occupancy agreements of any kind. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Property within the 48 hours period before settlement.

If, notwithstanding the foregoing, personal property remains in the Property subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor.

4.3. Waiver of Contingencies. The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement.

15. Appraisal. Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed for the Property.

10. Real Estate Taxes/Water & Sewer Bills.

10.1. **Real Estate Taxes.** The City will waive all City real estate taxes due on the Property, if any. It will secure a waiver of the County real estate taxes due, if any, or it will pay them.

10.2. **Water & Sewer Bills.** The City will waive all City water and sewer bills presently due on the Property.

11. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available. If Donor fails to make full settlement or is in default due to his/her/its failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

12. **Assignability.** The City has the unqualified right to assign this Agreement to a third party.

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

14. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Howder, Inc.
c/o Linda Deremer, President
214 Avirett Avenue
Cumberland, MD 21502

To the City:

Jeffrey D. Rhodes
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

15. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

16. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

18. Waiver of Jury Trial. THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS

WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

20. Modification. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

21. Joint Drafting. The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

22. Counterparts. This Agreement may be executed in multiple parts, 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. Executed counterparts which are delivered by facsimile or other electronic transmission shall have the same binding effect as would a signed original Agreement once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

Mindy L. Metz

HOWDER, INC.

By: Linda Deremer (SEAL)
Linda Deremer, President

12/13/2017
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Marjorie A. Woodring,
City Clerk

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

date



Regular Council Agenda
December 19, 2017

Description

Order declaring City-owned property at 408 Broadway Street to be surplus and stating the intention of the City to convey the property to David and Linda Spike in consideration of their transfer of property at 624 Maryland Avenue to the City by way of Ordinance after 20 days public notice

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: _____

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain parcel of real property together with the improvements thereon which is known as 408 Broadway Street, Cumberland, Maryland 21502 (hereinafter referred to as the "Property"), the Property being more particularly described in the deed from Kenneth R. Tressler, Collector of Taxes, City of Cumberland, Maryland to the City dated May 31, 2016, recorded among the Land Records in Book 2237, Page 121 and identified as Tax ID Number 22-005537; and

WHEREAS, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland in that it is no longer needed for public purposes; and

WHEREAS, it is the intention of the Mayor and City Council to convey the Property to David Spiker and Linda Spiker in consideration of their transfer of the real property and improvements thereon located at 624 Maryland Avenue, Cumberland, MD to the City;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

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

2. **BE IT FURTHER ORDERED**, that no disposition of the Property may be made until after the passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing its transfer.

Mayor Brian K. Grim



Regular Council Agenda
December 19, 2017

Description

Order authorizing the execution of an Operating Assistance Grant Program Grant Agreement with the Maryland DHCD for the provision of \$6,000 in funding for the design and production of Downtown Cumberland shopping and dining guides

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$6,000 in grant funds

\$2,000 in-kind contribution from the DDC

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 19, 2017

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

THAT, the Mayor be and is hereby authorized to execute an Operating Assistance Grants Program Grant Agreement with the Department of Housing and Community Development for the provision of Six Thousand Dollars (\$6,000) in funding for the design and production of Downtown Cumberland shopping and dining guides.

Brian K. Grim, Mayor

Grant amount - \$6,000

In-kind City (DDC) contribution - \$2,000

OPERATING ASSISTANCE GRANTS PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and MAYOR AND CITY COUNCIL OF CUMBERLAND (the "**Grantee**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grants Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to Sections 2-102 and 4-1101 through 4-1105 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and COMAR 05.11.01 et seq.; (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to Section 6-102 of the of the Housing and Community Development Article of the Annotated Code of Maryland and COMAR 5.13.02 et seq.; and (iii) Nonprofit Assistance Fund Grants ("**NAF Grants**"), pursuant to Appropriations in the Maryland State Fiscal Year 2018 Budget (the "**Budget Bill**") and DHCD's general authority to administer and implement programs, pursuant to Section 2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland, the related regulations, and the Budget Bill are referred to herein as the "**Act**".

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities;

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government; and

WHEREAS, the purpose of the NAF Grants is to strengthen the ability of locally-based nonprofit organizations to bring reinvestment and economic revitalization to their communities through grants to nonprofit community development corporations, Main Street Maryland organizations; community development financial institutions; community action agencies; and other nonprofit organizations that are undertaking community and economic revitalization activities.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated June 14, 2017 (the "**Application**"), DHCD has approved an award of **Technical Assistance Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Six Thousand and 00/100 Dollars (\$6,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "**Budget**") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.

4. Grant Period.

(a) The Grant shall be disbursed over a one year term. The term is deemed to commence on the Effective Date (the "**Grant Period**").

5. Expenditure Period for the Grant. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. The Grantee shall maintain complete financial records relating to the receipt and expenditure of all funds.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not performing to the satisfaction of DHCD.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

- (i) Reduce or withhold payment in response to Grantee's next disbursement request;
- (ii) Demand repayment from Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational and housing production goals, problems encountered, expenditures made against the Budget, and a projection of revenues required for the next quarter, including a disbursement request, if

applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the “**Final Report**”) which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

(1) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and

(2) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of Maryland, is qualified to do business in the State 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 the 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) No member, officer, or employee of Grantee, or its designees or agents, no consultants, no member of the governing body of Grantee, and no other public official of Grantee who exercises or has exercised any functions or responsibilities over the Project shall have or obtain a personal or financial interest or benefit from the activities under the Project, or have an interest in any contract, subcontract, or agreement with respect herewith;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) 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 to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, state, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State of Maryland with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit other to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. § 501 (c) (3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, state, or local government agency for alleged violation of laws of regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws 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) Title 20 of the State Government Articles, Annotated Code of Maryland, as amended;

iv) DHCD's Minority Business Enterprise Program, as amended;

v) The Governor's Executive order 01.01.1989.18 related to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

vi) The Fair Housing Amendments Act of 1988, as amended; and

- vii) The Americans with Disabilities Act of 1990, as amended;

13. Fair Practices Certification.

- (a) The Grantee certifies that it prohibits discrimination on the basis of:
 - (i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or
 - (ii) The physical or mental disability of a qualified individual with a disability.
- (b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement.
- (c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

- (a) The Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest 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 DHCD.
- (b) If Grantee is a local government, this indemnification and release is subject to the extent permitted by the laws of the State of Maryland, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTC**A”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of DHCD’s negligence or willful misconduct or the negligence or willful misconduct of DHCD’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, DHCD, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD is required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to the Public Information

Act, General Provisions Article, Section 4-101 *et seq.* of the Annotated Code of Maryland (the “**PIA Act**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA Act.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. 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 DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Susan Sheppard, Project Manager, Community Access and Partnership

- (b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, Maryland 21502
Attn: Kathy McKenney, Community Development Programs Manager

17. 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.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the “**Effective Date**”).

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____(SEAL)

Name: _____

Title: _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____(SEAL)

_____, Assistant Secretary

Division of Neighborhood Revitalization

Effective Date

Approved for form
and legal sufficiency

Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANTS PROGRAM

SCOPE OF SERVICES

As more fully described in Grantee's application for funds
dated June 14, 2017

GRANTEE: Mayor and City Council of Cumberland

PROJECT ADDRESS: 57 North Liberty Street
Cumberland, Maryland 21502

GRANT AMOUNT: \$6000

USE OF FUNDS: Funds will be used to support costs associated with design and production of the Downtown Cumberland shopping and dining guide that would include a map and list businesses, services, events, and attractions in the Main Street Cumberland District.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
Mayor and City Council of Cumberland	\$2,000	In-Kind

EXHIBIT B
OPERATING ASSISTANCE GRANTS PROGRAM
 PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	TOTALS
Design	\$1,000		\$1,000
Printing	\$5,000		\$5,000
Project Management		\$2,000	\$2,000
TOTALS	\$6,000	\$2,000	\$8,000

EXHIBIT C

OPERATING ASSISTANCE GRANTS PROGRAM

SPECIAL CONDITIONS



Regular Council Agenda
December 19, 2017

Description

Order authorizing execution of an Amendment to Contract of Sale with Howard M. and Mary Kathleen Bohn for the City's purchase of property at 6 Virginia Avenue predicated upon the Bohn's purchase of 927 Grand Avenue rather than 911 Michigan Avenue, for the purchase price of \$50,000 to be paid by means of a forgivable loan and extending the settlement date

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 19, 2017

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

THAT, the Mayor be and is hereby authorized to execute an Amendment to Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Howard M. and Mary Kathleen Bohn ("Seller") for the purchase of property at 6 Virginia Avenue predicated upon the Sellers' purchase of 911 Michigan Avenue, to allow that the contract now be predicated upon the Sellers' purchase of 927 Grand Avenue for the purchase price of Fifty Thousand Dollars \$50,000 to be paid by means of a forgiveable loan made by the Buyer to the Sellers under terms of a Repayment Agreement/Promissory Note, and extending the settlement date

Brian K. Grim, Mayor

AMENDMENT TO CONTRACT OF SALE

THIS AMENDMENT TO CONTRACT OF SALE (“Amendment”) is made by and between **Mayor and City Council of Cumberland** (“Buyer”) and **Howard M. Bohn and Mary Kathleen Bohn** (“Sellers”) and is effective as of December 19, 2017.

WHEREAS, the parties hereto entered into a Contract of Sale (“Contract”) with an effective date of October 3, 2017 for Sellers’ sale and Buyers’ purchase of the real property and improvements thereon located at 6 Virginia Avenue.

WHEREAS, the Contract was, in part, predicated upon Sellers’ purchase of the real property located at 911 Michigan Avenue, Cumberland, MD 21502;

WHEREAS, Sellers contract on 911 Michigan Avenue was canceled;

WHEREAS, Seller have now entered into a contract of sale for their purchase of 927 Grand Avenue, Cumberland, MD 21502; and

WHEREAS, in light of the foregoing, certain amendments to the Contract are necessary.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained as well as those contained in the Contract, Buyer and Sellers hereby agree as follows:

1. Section 2 of the Contract is deleted in its entirety and replaced with the following language:

2. **Purchase Price.** The purchase price for the Property (the “Purchase Price”) is Fifty Thousand Dollars (\$50,000.00), the said Purchase Price to be paid by means of a forgivable loan made by Buyer to Sellers under the terms of the attached Repayment Agreement/Promissory Note. The forgivable loan proceeds may be paid by Buyer’s settlement agent, its City Solicitor, Michael Scott Cohen, to Sellers’ settlement agent for Sellers’ purchase of the real property located at 927 Grand Avenue, Cumberland, MD 21502.

2. Section 12 of the Contract is deleted in its entirety and replaced with the following language.

12. **Settlement.** Settlement shall occur no later than February 28, 2018. Buyer’s City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

3. Except as otherwise provided herein, the Contract remains unchanged and in full force and effect. In that regard, the parties hereto ratify its terms.

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

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

26. **Addenda.** The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard; and (3) Repayment Agreement/Promissory Note.

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

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Brian K. Grim, Mayor

Howard M. Bohn

Mary Kathleen Bohn

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, is made this _____ day of _____, 2017, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (hereinafter, referred to as "Lender"), and **HOWARD M. BOHN and MARY KATHLEEN BOHN** (hereinafter, collectively referred to as the "Borrower") and **MICHAEL SCOTT COHEN** ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of **Fifty Thousand Hundred Dollars (\$50,000.00)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar (\$1.00) in legal tender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be

limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustee that the indebtedness has been so paid or satisfied in full, the Trustee shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustee, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

THIS DEED OF TRUST IS SUBORDINATE TO THE LIEN OF THE CERTAIN DEED OF TRUST SECURING A LOAN OF EVEN DATE HEREWITH MADE BY FIRST PEOPLES COMMUNITY FEDERAL CREDIT UNION TO THE BORROWER.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for themselves, their heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustee and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. **Title to Property.** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustee and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. **Payment of Debt.** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. **Taxes and Public Charges.** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. **Borrower Covenants.** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. **Liens.** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust,

without the prior written consent of the Lender.

6. **Cross-Default.** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this Deed of Trust.

7. **Condition of Property.** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. **Protection of Lender and Trustee.** Borrower will save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustee in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. **Improvements.** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. **Eminent Domain.** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which may now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate under the terms of the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and

be a default under the Deed of Trust.

12. **Advances by Lender.** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower; or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Upon the occurrence of an Event of Default, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment.

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustee to sell (granting him a power of sale) and the Trustee may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at such time and place and after such public advertisement as the Trustee shall deem advantageous and proper and as required by law, at Lender's option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclose this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. **Application of Proceeds.** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to eight percent (8%) of the amount then due under the terms of the Note, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. **Collection Expense.** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustee, on demand, all reasonable costs, charges, fees, and disbursements of the Trustee chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of his powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. **Lender's Expense in Defending Title.** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. **No Waiver.** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any part thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. **Remedies Cumulative.** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. **Non-liability of Trustee.** The Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. **No Conflict of Trustee.** The Trustee may act hereunder and may sell and convey the Property as herein provided, although the Trustee has been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. **Removal of Trustee.** The irrevocable power is hereby expressly granted to

remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. **Lender May Purchase.** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at **911 Michigan Ave., Cumberland, MD 21502**

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

27. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

28. **Jury Trial Waiver.** **BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS.**

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

Howard M. Bohn (SEAL)

Mary Kathleen Bohn (SEAL)

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

I HEREBY CERTIFY, that on this ____ day of _____, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Howard M. Bohn and Mary Kathleen Bohn**, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, _____, the _____ of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b) (3) and 11-604.

Witness my hand and notarial seal.

Notary Public

My Commission Expires: _____

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

Michael Scott Cohen

Return recorded original to:
Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, MD 21502

EXHIBIT A

ALL that lot or parcel of land being part of Division "F" on the plat of the Extension of Grand Avenue, Oldtown Road and Prince George's Street as laid out by F. Ernest Brackett, Surveyor, July 15, 1915, and recorded among the Land Records of Allegany County in Plat Box No. 23, and more particularly described as follows:

BEGINNING at the beginning of Division "F" on the plat aforesaid at the westerly side of Grand Avenue and running thence with the first line of said Division "F" South 20 degrees 2 minutes West 28.94 feet to an eight foot alley and thence North 69 degrees 58 minutes West 50.95 feet; thence South 80 degrees 25 minutes West 62.2 feet, then across Division "F" North 22 degrees East 46.82 feet to the sixth line of said Division "F" thence with part of the sixth and all of the seventh line thereof, North 84 degrees 6 minutes East 30.03 feet; (thence) South 69 degrees 58 minutes East 76.6 feet to the place of beginning.

IT BEING THE PROPERTY KNOWN AS: 927 Grand Avenue, Cumberland, MD 21502

IT BEING the same property described in the deed from the Charles F. Wolford and Ethel G. Wolford to the Borrower by deed intended to be recorded prior to these presents.

REPAYMENT AGREEMENT/PROMISSORY NOTE

This Repayment Agreement/Promissory Note ("Note") is made this _____ day of _____, 2017, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, (the "Lender") and the undersigned HOWARD M. BOHN and MARY KATHLEEN BOHN (collectively, the "Borrowers").

WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Borrower hereby agree as follows:

The Lender is providing the Borrowers with funds in the amount of Fifty Thousand Hundred Dollars (\$50,000.00) to assist them in the acquisition of the real property and improvements thereon located at 927 Grand Avenue, Cumberland, MD 21502 (the "Property") which they shall utilize as their residence during the hereinafter-identified Recapture Period. The source of funds for the subsidy is the Community Development Block Grant Program of the Maryland Department of Housing and Community Development as made available to the Borrowers through the Lender.

- 1. The Lender is to be given notice of any sale or refinancing of the unit occurring prior to the end of the five (5) year period following the date of this Note (hereinafter, the "Recapture period").
2. In the case of a sale prior to the end of the Recapture Period, an amount equal to a pro rata share of the amount of this Note, reduced for every year the Borrowers owned the Property, shall be repaid to the Lender from any net gain realized upon the sale of the Property after deduction for sales expenses.
3. In the case of a refinancing prior to the end of the Recapture Period, an amount equal to a pro rata share of the amount of this Note, reduced for every year the Borrowers have occupied the Property, shall be repaid to the Lender from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, as described in these four paragraphs.
4. The obligation to repay the loan evidenced by this Note shall terminate if the Property is foreclosed upon.

If the Borrowers sell or refinance the Property, they shall provide notice of such sale or refinancing to the Lender. If the Borrowers sell, refinance or rent the Property or misuse the funds loaned hereunder in any other way, the Lender may recapture the loan from the Borrower ("Event of Recapture"). If an Event of Recapture occurs, the Borrowers promise to repay to the Lender the then remaining funds in accordance with the schedule set forth below.

Unless an Event of Recapture occurs, the Lender shall forgive the loan in an amount equal to Ten Thousand Dollars (\$10,000.00) per year on the first day of each Year, starting with the first day of Year 2 in accordance with the following schedule (each "Year" is defined as consecutive annual periods with Year 1 beginning on the date of this Note and ending on the anniversary of that date):

Table with 3 columns: YEAR OF EVENT OF RECAPTURE, AMOUNT TO BE REPAID, AGGREGATE AMOUNT OF FORGIVENESS OF SUBSIDY. Rows 1-6 showing decreasing repayment amounts and increasing forgiveness amounts.

This Note is secured by a Deed of Trust of even date herewith, and recorded among the Land Records of Allegany County, Maryland, from the Borrowers to a certain Trustee for the benefit of Lender, conveying to the Trustee all of Borrowers' right, tile and interest in the Property.

This Repayment Agreement/Promissory Note shall be construed in accordance with the laws of the State of Maryland.

WITNESS:

Howard M. Bohn

Mary Kathleen Bohn

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2017, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Howard M. Bohn and Mary Kathleen Bohn known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the foregoing Repayment Agreement/Promissory Note, and acknowledged the said Repayment Agreement/Promissory Note to be his/her/their act and deed.

Witness my hand and notarial seal.

Notary Public

My Commission Expires: _____



Regular Council Agenda
December 19, 2017

Description

Order approving appropriations and transfers for Fiscal Year 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: December 19, 2017

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

THAT, the following appropriations and transfers be and are hereby approved for

Fiscal Year 2016-2017:

	Original Budget	Budget Changing Ordinances	Current	Revised Ammended Budget	Adjustment Required
Expenditures					
General Government	1,544,527	5,000	1,549,527	1,745,527	196,000
Public Safety	10,762,846	-	10,762,846	10,462,846	(300,000)
Public Works	2,869,259	139,800	3,009,059	2,529,059	(480,000)
Recreation	973,552	-	973,552	823,552	(150,000)
Community Dev & Housing	1,299,313	-	1,299,313	2,575,313	1,276,000
Debt Service	1,665,305	-	1,665,305	1,763,305	98,000
Operating Transfers	3,392,596	-	3,392,596	2,217,596	(1,175,000)
Total Expenditures	22,507,398	144,800	22,652,198	22,117,198	(535,000)

Mayor Brian K. Grim



Regular Council Agenda
December 19, 2017

Description

All public comments are limited to 5 minutes per person

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)