



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

CITY CLERK

Marjorie A. Woodring

AGENDA

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

DATE 2/2/2016

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Bi-annual update from the Cumberland Economic Development Corporation, presented by Executive Director Shawn Hershberger

III. DIRECTOR'S REPORT

(A) Public Works

1. Utilities Division & Central Services Monthly Report for December, 2015

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of December 15, 2015 and January 5, 2016

V. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the abatement of 2015-2016 taxes for City-owned properties at Bishop Walsh Road (No. 06-050301) in the amount of \$8860.44 and Eleanor Terrace (No. 06-011853) in the amount of \$1458.07.

2. Order authorizing the execution of a Contract with the Cumberland Economic Development Corporation (CEDC) for the period 2/2/16 - 6/30/18, under which the CEDC shall provide project administration for a Leasehold Improvement Program to be funded through the Community Legacy Program in an amount not to exceed \$100,000

3. Order authorizing the execution of Amendment No. 1 to the MD Bikeways Grant Agreement

with the MD Department of Transportation, originally approved July 7, 2015, to extend the term of the original agreement to August 15, 2016

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VII. ADJOURNMENT



Regular Council Agenda
February 2, 2016

Description

Bi-annual update from the Cumberland Economic Development Corporation, presented by Executive Director Shawn Hershberger

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 2, 2016

Description

Utilities Division & Central Services Monthly Report for December, 2015

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
December 2015

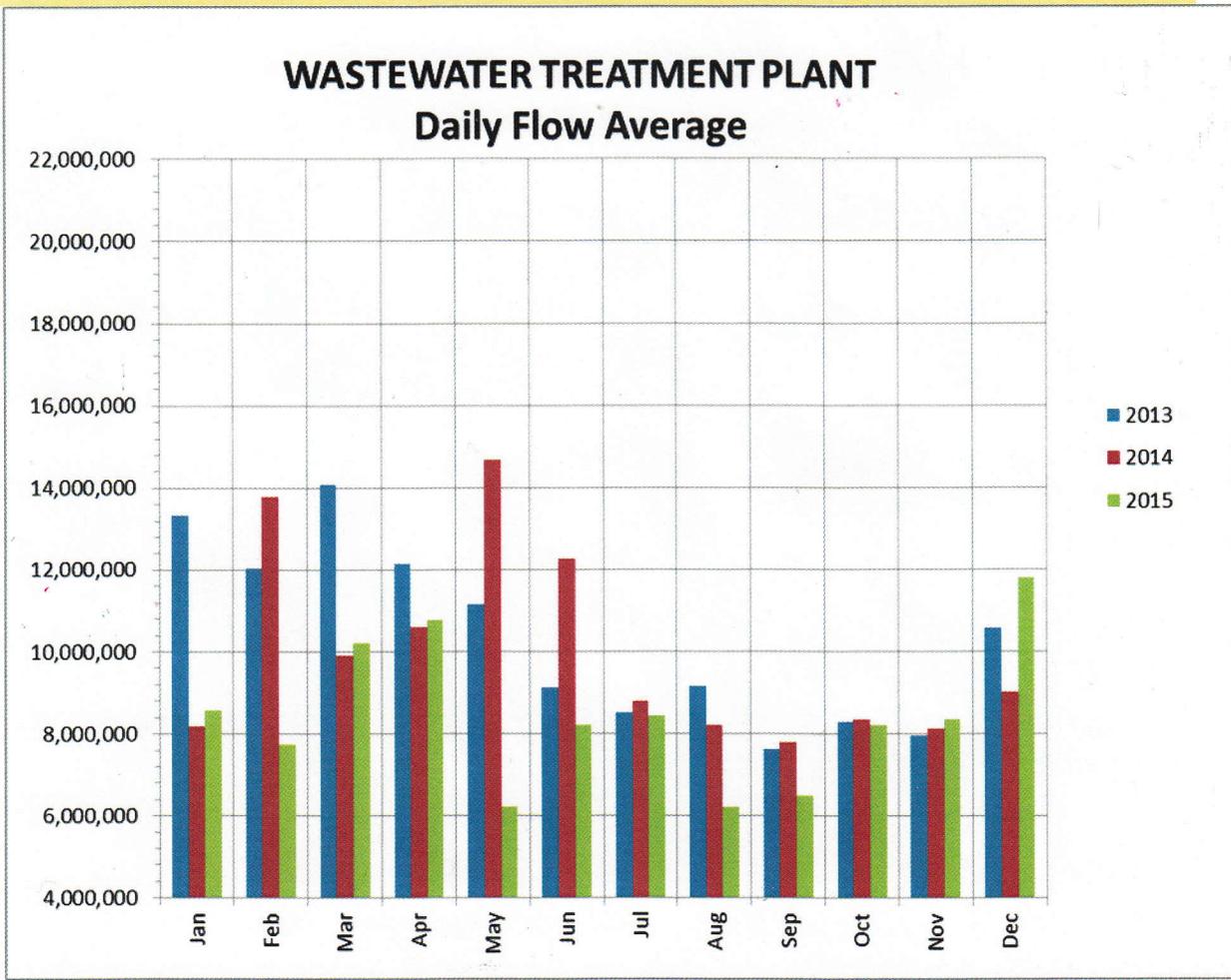
Wastewater Treatment Plant – Dec 2015

OPERATIONS:

Treated 365,284,000 @ an average of 11.783 million gallons per day. Removed 358,583 pounds of total suspended solids; 223,818 pounds of BOD; 34,550 pounds of total nitrogen; and 4,455 pounds of total phosphorous. Processed 747,842 gallons of sludge producing 74.92 Dry tons of Class A bio solids. 60 work orders were completed. Safety Meeting held on Dec. 31. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.

MAINTENANCE:

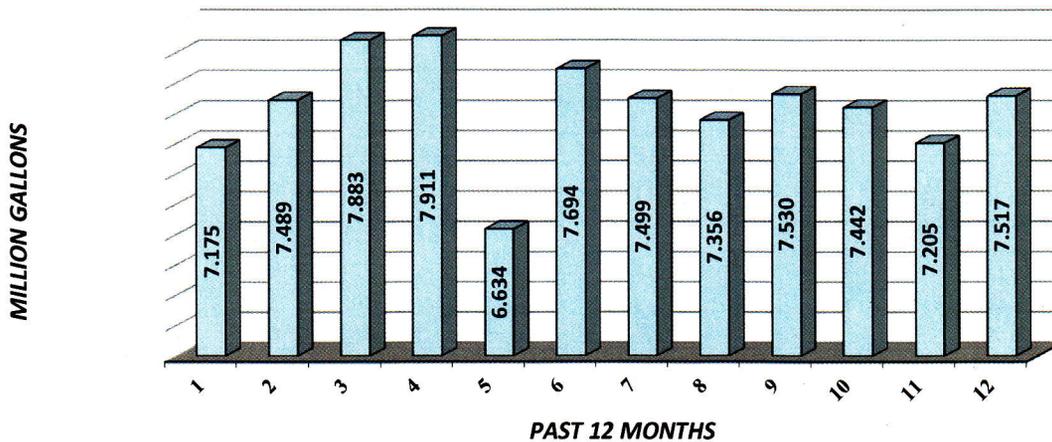
Adjusted non potable water system to increase pressure for Bar Screen spray water. Replaced water jacket seals on Sludge Heater. Installed coupling on hot water circulating pump in Dewatering Bldg. Installed 8 inch valve on Sludge Heater #1 (Influent & Effluent side). Replaced rupture disc on thickened sludge pump #1/2. Installed garage door opener on small Dewatering Bldg. Door. Replaced both plug valves on Sludge Heater #2. Replaced packing on actuator valve for thickener pumps. Replaced bladder in water tank in Operations Bldg. basement. Rebuilt waste activated sludge pump 1A. Installed hot water heater in Operations Bldg. Installed 12 emergency lights throughout Plant.



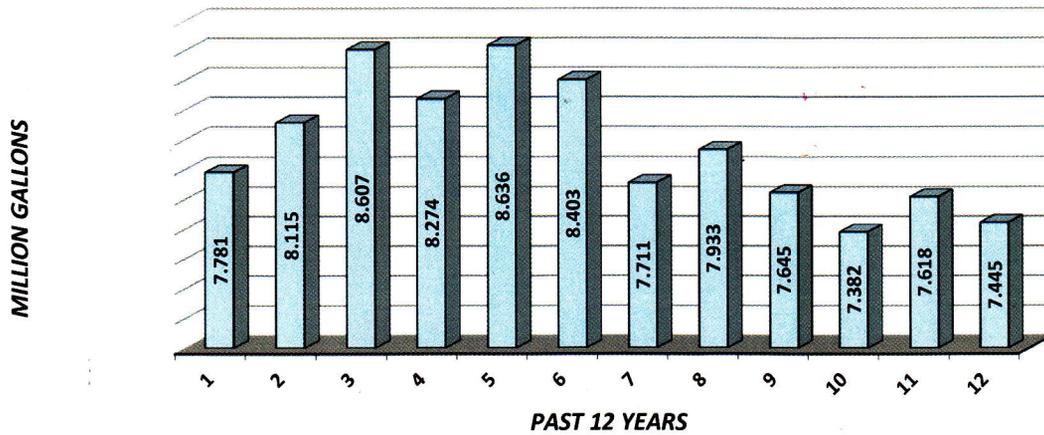
MONTHLY UTILITY REPORT

DECEMBER 2015

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



BRIEF LISTING of EVENTS

- > 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- > 125 PREVENTATIVE MAINTENANCE TASKS COMPLETED/ 1,300 WATER ANALYSIS PERFORMED/ LAKES AT 100% CAPACITY
- > TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- > NEW SODIUM HYPOCHLORITE PROJECT IS CURRENTLY 95% COMPLETE
- > APPROXIMATELY 250,000 GALLONS PER DAY OF WATER DUE TO LEAKS IN SERVICE AREAS BEING PROVIDED WATER FROM THE FT. HILL & BROWN AVE. WATER STORAGE TANKS.
- > SERVICE CONTRACTS AWARDED TO ENVIRO-ORGANIC TECHNOLOGIES FOR HAULING & DISPOSAL OF DEWATERED WATER RESIDUALS

Sewer & Flood Monthly Report - Dec 2015

Sewer

5,852 Ft. Sewer Mains flushed

3 Sewer main repaired:

119 Cumberland St., 115 Cumberland St., and Kean Terrace

1 Catch basin cleaned

2 Cleanouts installed

1,267 Ft. of Sewer mains televised

550 Ft. Sewer lines televised

5 Overflows checked

Assisted Water Distribution at five (5) work sites,

Hydo excavating

Flood

Test run station pumps

Removed fence on flood wall and replaced with new fence at Exceleos in narrows

Cut trees by flood wall, blue viaduct and railroad tracks in narrows

Back-filled poppet valve hole

Checked C.S.O.'s and cleaned shop

Cleaned bull pen, Washington Street pit

WATER DISTRIBUTION

Utilities Activity Report for December 15					
REQUEST	WIE 12/11/15	WIE 12/18/15	WIE 12/25/15	WIE 12/31/15	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	35				35
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	7	10	3	3	23
CURBMETER BOX MAINTENANCE		1			1
LEAK INVESTIGATIONS ^{Turn off-on}	10		2		12
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	16	7	18	1	42
REPAIR WIRING/GET READING	2				2
ORANGE TAG FOR REPAIRS	1	1	4		6
YELLOW TAG FOR H/L USAGE/APPT	1	1			2
RED TAG FOR SHUT OFF					0
TURN WATER ON	103	45	2	14	164
TURN WATER OFF				1	1
NONPMT/BAD CK/AGREE SHUT OFFS	122	55	1	1	179
SHUT OFF RECHECKS	112	49			161
PULL METERS - READS/SPAC/WR OFF	1	4			5
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		1		1	2
NEW METER/DIAL	2	5	1	3	11
METER TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER					0
MOVE METERS OUTSIDE/READINGS	4	4	4	4	16
Smartpoint change outs/New installs	4	5	4	5	18
Replace smartpoint antenna					0
REPAIR/REACTIVATE/MOVE SPs	1			1	2
INSULATE METER BOXES	50	147	100	200	497
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO -	4	4	3	5	16
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	183	58	23	40	304
TAPS SERVICED	3	1	5	3	12
LEAKS REPAIRED		1			1
PUT OUT OF SVC BAGS ON HYDRANTS	4			4	8
GREASED CAPS ON 6 HYD @ LOVES	4				4
ASSIST COUNTY - 12909 BEDFORD RD	4				4
COLD MIX AROUND VALVE - MD AVE	4				4
CLEANED VEHICLES	2				2
IRAN NOTICES/FLOW TEST/LOVES	3				3
FLUSH HYD @ OTTAVIAN'S	3				3
CHECKED HYD #809 DAMAGED/FIRE DEPT	3				3
FLOW TEST @ LOVE'S	4				4
INVESTIGATE LEAK @1424 WILLOW CT	3				3
LOVES - GO OVER LINES, VALVES, HYD	3				3
INVESTIGATE LEAK 500 WOODSIDE	3				3
REPLACED HYD AT WILLOW CT		5			5
ATTENDED TAP MACHINE DEMO		7			7
TOP SOILED HOLES - WILLOW CT		3			3
REPAIRED HYD #139 - WILLOW CT		3			3
REPLACED HYD @ FIRST & ARCH		5			5
REPAIRED HYD 820	5				5
FLOW TEST HYD #636		3			3
FLUSHED DIRTY HYD #343		4			4
REPLACED HYD #447				4	4
CHECKED HYD NOT WASTING				4	4
					0
					0
					0
					0
					0
Watershed					
Worked on cleaning up garage after contractor					
Made sure hydrant at 2185 Shade's Lane was turned off					
Went to Lowe's for materials					
Greased backhoe & took floor mat out to have floor repaired					
12909 Bedford Rd - worked with county to repair water line					
Took backhoe to Brook's for quote on floor repair					
Fueled road tractor & disconnected it from trailer					
Took old truck back to central services					
Took small load of junk in from garage at dam					
Installed gate posts on gates on upper dam					
Started maintenance on Agco #398 and Gehl #396					
Worked on getting used equipment ready for sale					
Mowed at dam					
Fueled equipment					
Attended tap machine demo					
Picked up 317 and took back to the dam					
Performed maintenance on equipment					
Investigated possible water leak at 866 Columbia Ave					
Picked up trash around both dams					
Picked up muck boots for department					
Put floor back in 317					
Maintenance on 392					
Installed 2 posts in front of AC unit at warehouse					
Picked up trash around dam					
Cleaned out utility room					
Cleaned garage					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					1599

Central Services – December 2015

- **City Hall**: Replaced door lock on comptroller's office. Worked on locating source of sewer gas smell coming in the building.
- **Municipal Service Center**: Replaced garage door opener.
- **Public Safety Building**: Replaced light switches in Engineering Dept. Replaced low voltage transformer on fire dept. lighting controls. Helped Skyline find a way thru the building for new fiber optics. Repaired toilet in cell #2 at CPD. Worked on HV-3 heater in CPD garage.
- **City Downtown area**: Helped with taking down Christmas tree and lights.
- **Cumberland Economic Development Corp**: Boarded up windows at 219 and 220 Cecelia St.
- **Wills Creek Pump Station**: Reset all alarms on PLC HMI.
- **McNamee Pump Station**: Worked on scada communication.
- **North End Pump Station**: Replaced battery in back up generator.
- **Haystack Water Tower**: Worked on UPS battery back up power.
- **Braddock Road Pump Station**: Replaced battery in back up generator.
- **Evitts Creek Pump station**: Replaced the HMI on the PLC cabinet for the pump controls.
- **Water Filtration Plant**: Calibrated all instrument and vacuum switches and alarm sensors in the plant, pump stations and water towers. Relocated Hypo feed start switch.

- **Wastewater Treatment Plant:** Install new lights in bar screen building. Remounted control devices and conduits in new bar screen building. Replaced lights in 4160 volt building. Repaired thicker valve in dewatering build. Ran conduit for new seal water alarms for main pumps at Head of Plant building. Replaced Rosemont flow meter on WAS 1A pump.

- **Traffic and Street Lights:** Replaced MMU-16E in traffic controller at Baltimore St. and Mechanic St.

- Monthly Safety Meeting – December 25, 2014
- Load Tested all city generators



Regular Council Agenda
February 2, 2016

Description

Approval of the Regular Session Minutes of December 15, 2015 and January 5, 2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR
Brian K. Grim

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Jeffrey D. Rhodes

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Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 12/15/15

*Pledge of Allegiance

I. ROLL CALL

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

Item Action:

Mayor Grim presented Councilman David Kauffman with a gift of appreciation from the Mayor and City Council recognizing his service to the community as councilman. Mayor Grim and the other members of Council commented on Councilman's contributions to the community and Kauffman in return provided comments on highlights of his tenure. Councilman Kauffman's resignation from office will be effective January 1, 2016.

Councilman Kauffman further requested that a citizen-lead salary commission be established to review the current compensation levels of the Mayor and City Council and provide an independent recommendation as to whether that compensation is commensurate with the duties of Council.

- (A) Presentation of a Certificate of Recognition to the Fort Hill Football Team for capturing the school's third straight Class 1A Maryland State Football Title

Mayor Grim presented Fort Hill Varsity Football Coach Appel and student representatives of the Fort Hill Football Team with a Certificate in recognition of their accomplishment.

- (B) Presentation from Courtney Thomas, Executive Director of the Allegany County HRDC, on the Bridges to Opportunity Program

Courtney Thomas, Executive Director of the Allegany County Human Resources Development Corporation (HRDC), provided information on the Bridges to Opportunity Program, designed to help individuals transition out of poverty through a cooperative effort put forth by the community's financial institutions, healthcare facilities, faith-based communities, higher education and the school system, non-profits, social services, law enforcement, government, and others. Thomas provided statistics on poverty, causes of poverty, the perceptions of poverty, and the effect of poverty on the community, and discussed various ways to assist with the program.

Nancy Forlifer, representative of the Western MD Health System and facilitator of the Bridges to Opportunity (BTO) program provided a handout and discussed the sub-committees of the Steering Committee, actions of the sub-committees, and outcomes.

III. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for November, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

(B) Public Works

1. Engineering Division monthly report for November, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

2. Maintenance Division monthly report for November, 2015.

Item Action: Approved

Motion to approve the report was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of October 20, 2015

Item Action: Approved

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

2. Approval of the November 19, 2015 Traffic Meeting Minutes

Item Action: Approved

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

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of October 20, 2015

Item Action: Approved

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

Closed Session Minutes - October 20, 2015

PRESENT: Brian K. Grim, President; Council Members Seth Bernard and David Caporale; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

ABSENT: Council Members Nicole Alt-Myers and David Kauffman

MOTION to enter into closed session to discuss union negotiations pursuant to the provision of the Annotated Code of Maryland, State Government Article, Subsection 10-508-(a) (9) was made by Councilman Bernard, seconded by Councilman Caporale, and was approved on a vote of 3-0.

TOPICS: Union negotiations

V. PUBLIC HEARINGS**(A) Public Hearing - to receive comment on the proposed amendment to Chapter VIII of the Cumberland 2013 Comprehensive Plan, entitled "Economic Development and Revitalization"**

Mayor Grim convened the public hearing at 6:57 P.M.

David Umling, City Planner, provided background on the proposed amendment to the 2013 Comprehensive Plan. He stated that the new Economic Development Strategic Plan that was adopted December of 2014 contains broader economic development initiatives and priorities than the previous plans upon which the 2013 Comprehensive Plan was based. The amendment, therefore, incorporates these changes. No substantive changes to the other chapters of the Comprehensive Plan were needed. Umling advised that the City's Planning Commission conducted a hearing on the amendment on October 19, 2015 and it was unanimously recommended with one change.

Mayor Grim opened the floor for public comment. Being none, the public hearing was closed at 7:02 P.M.

VI. UNFINISHED BUSINESS**(A) Ordinances**

Mr. Rhodes provided background on the two Ordinances. He advised that the first

Ordinance authorized new borrowing in the spring of up to \$2.5 million for use in the Maryland Avenue Redevelopment Project. The second Ordinance authorized the temporary use of up to \$1,746,000 of unspent proceeds of a currently issued bond for the same project. He emphasized that the only new borrowing would be that of the \$2.5 million.

1. Ordinance (*2nd and 3rd reading*) - authorizing the issuance and sale of \$2,500,000 in General Obligation Bonds to be used for the public purpose of financing, reimbursing or refinancing costs associated with the Maryland Avenue Redevelopment Project

Item Action: Approved

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to approve the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

Mayor Grim called for question or comments.

Joyce Bradshaw, 629 Elm Street, spoke in opposition to the Maryland Avenue Redevelopment Project.

Jim Yutzy, 509 Maryland Avenue, asked for a list of retailers that would be locating in the project area and was advised that the information could not be disclosed, but that the commercial developer was Penntex.

Mary Miltenberger, 514 Valentine Avenue, spoke in opposition to the project.

Kara Rogers Thomas, 504 Oldtown Road, spoke in opposition to the project, requested transparency, and read comments from a petition also opposing the project.

Tim Wiseman, 932 Maryland Avenue, spoke in opposition to the project.

Jamie Wiseman, 932 Maryland Avenue, spoke in opposition to the project.

Mayor Grim advised that he had received four communications and a letter from Marc Nelson requesting that the third reading of the Ordinance be postponed. He asked if there was a motion from Council to postpone the third reading. Being none, the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was presented in Title only and was passed on a vote of 5-0.

ORDINANCE NO. 3793

2. Ordinance (*2nd and 3rd readings*) - authorizing the temporary use of up to \$1,746,000 in unexpended proceeds of the City's taxable redevelopment and refunding bonds of 2013 to meet temporary cash requirements related to the Maryland Avenue Redevelopment Project

Item Action: Approved

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to approve the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

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

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

ORDINANCE NO. 3794

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order appointing City Administrator Jeffrey D. Rhodes as Acting Comptroller for the City of Cumberland, effective Wednesday, December 16, 2015

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,905

2. Order authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY16 in the amount of \$7,300 for police overtime, concentrating on Aggressive and Distracted Driving along with DUI and Seat Belt Enforcement. It also provides for equipment purchase in support of this initiative.

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,906

3. Order appointing Steven Leyh as the City's representative to Canal Towns Partnership.

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,907

4. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael F. Smith and Melissa L. Smith regarding property at 501 Maryland Avenue has been fully paid

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,908

5. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the

indebtedness secured by a Deed of Trust made by Alexander Barnes, Jr. and Kiea T. Barnes regarding property at 507 Maryland Avenue has been fully paid

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,909

6. Order authorizing the City Administrator to execute Change Order No. 1 to the current contract with Hickee Associates, Inc. for the "Sodium Hypochlorite Conversion Project" (5-13-WFP) in the increased amount of \$21,051.32, and adding Zero calendar days to the current contract

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,910

7. Order authorizing the City Administrator to execute Change Order No. 1 to the "East Side School Demolition" project with Ritter and Paratore Contracting, Inc. in the increased amount of \$15,483.00 and adding Zero calendar days to the current contract

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,911

8. Order accepting the proposal of Whitman Requardt and Associates to provide engineering services for Phase 3 of the Evitts Creek CSO Upgrades (01-10-WWTP) as an extension of the current contract to complete the CSX Rail Yard Sewer Rehabilitation Project in an amount not to exceed \$177,690 plus additional costs for CSX permits, training, applicable insurance, CSX required flagging, and CSX review fees

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,912

9. Order approving appropriations and transfers for fiscal year 2014-2015

Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-9 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,913

ORDER NO. 25,913

(B) Letters, Petitions

1. Letter from the MD Department of Natural Resources advising that the MD Board of Public Works has approved the City's request for Community Parks and Playgrounds funds regarding Constitution Park Pool Improvements

The letter was acknowledged and entered into public records. Mr. Rhodes noted that the grant would help fund a new water main and ADA improvements.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were entered at this time.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:39 P.M.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
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David J. Caporale
David F. Kauffman

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 1/5/16

***Pledge of Allegiance**

I. ROLL CALL

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

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

DIGNITARIES IN ATTENDANCE: Mayor Grim recognized Ex-Councilman Harold L. Hendershot and Washington County Commissioner and Ex-Delegate LeRoy Meyers, who were both in attendance.

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Candidates for the vacated Council seat will each share their vision for the City of Cumberland and what has drawn them to public service

Mayor Grim recognized the five candidates for the vacant City Council seat who were in attendance: Eugene T. Frazier, Tamar N. Clarke, Richard J. "Rock" Cioni, Jr., Bernard C. Wolters, and Marc Nelson, Jr. Mayor Grim advised that George V. McKinley and Christopher Logsdon had both withdrawn their names from consideration. Grim advised that the new appointee would be appointed within 60 days of the effective date of David Kauffman's resignation, which was January 1, 2016. The new appointee would serve the remaining three years of that term.

Mayor Grim provided background on each candidate and each was then provided five minutes to speak individually regarding their vision for Cumberland and what had drawn each to consider public service.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for November, 2015

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

(B) Public Works

1. Utilities Division & Central Services monthly reports for November, 2015

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

2. Engineering Division monthly report for December, 2015

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

IV. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Administrative Session Minutes of November 10 and 17, 2015

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

Closed Session Minutes - November 10, 2015, 6:00 P.M., City Hall Second Floor Conference Room

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, Councilman Caporale; Council Member Nicole Alt-Myers and David Kauffman participated via conference phone; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss union negotiations and issues regarding AFSCME Local #553 pursuant to Section 10-508 (a) (9) of the State Government Article of the Annotated Code of Maryland was made by Councilman Bernard, seconded by Councilman Caporale and was passed on a vote of 5-0.

TOPICS: Union negotiations with AFSCME Local #553

Closed Session Minutes - November 17, 2015, 5:00 P.M., City Hall second floor conference room

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, Executive Director, Cumberland Economic Development Corporation; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss real estate issues and to consult with counsel regarding a legal matter pursuant to Sections 10-508 (a) (3) and (7) of the State Government Article of the Annotated Code of Maryland was made by Councilman Kauffman, seconded by Councilman Caporale, and was passed on a vote of 5-0.

TOPICS: Real estate issues, legal matter

V. UNFINISHED BUSINESS

(A) Resolutions

1. Resolution (2nd and 3rd readings) - to adopt the July 13, 2015 amendment of Chapter VIII of the Cumberland 2013 Comprehensive Plan, entitled "Economic Development and Revitalization"

Mr. Rhodes provided background on the Resolution which would approve an update to the 2013 Comprehensive Plan that would incorporate new elements of the 2014 Economic Development Strategic Plan.

SECOND READING: The Resolution was presented in Title only for its second reading. Motion to accept the second reading and move to the third after comment was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 4-0.

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

THIRD READING: The Resolution was presented in Title only for its third reading and was approved on a vote of 4-0.

RESOLUTION NO. R2016-01

(B) Orders

1. Order authorizing the execution of a First Amendment to Parking Lease with S&N Realty LLC to provide terms for the lease of 100 parking spaces in the Frederick St. Garage for an additional ten (10) years through December 31, 2025, with provisions for four (4) additional five (5) year terms

Mr. Rhodes provided background on the Order and Mayor Grim called for questions or comments. Motion to approve the Order was made by Councilman Caporale, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,914

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

1. Order accepting the proposal of Enviro-Organic Technologies, Inc. for the City's project entitled "Water Filtration Plant Residuals Management Transportation, Storage, Beneficial Use and/or Disposal (17-15-WFP)" in the estimated yearly service amount of \$38,310.00

ORDER NO. 25,915

2. Order authorizing the appointment of Suzanne Wright and Suzanne Trussell to the Historic Preservation Commission for 3-year terms to be effective 12/31/15 - 12/31/18

ORDER NO. 25,916

3. Order authorizing the execution of an Employee Assistance Program Service Agreement with the Western MD Health System Corporation to provide assistance services to City of Cumberland employees and employees' spouses and dependents for a one (1) year term retroactive to July 1, 2015, at a cost of \$7,020 per year

ORDER NO. 25,917

4. Order authorizing the execution of a Memorandum of Understanding with the MD State Highway Administration (SHA) outlining terms under which SHA will provide financial assistance in the estimated amount of \$423,030 to restore the surface condition of Greene, South Lee, and South Allegany Streets to the condition that existed prior to deterioration that may be caused by traffic detoured from certain SHA projects along I68

ORDER NO. 25,918

5. Order approving the allocation of \$43,800 in Community Legacy Neighborhood Restoration Program funding to assist with the acquisition of 519 Shriver Avenue

ORDER NO. 25,919

6. Order declaring a 2000 Ford Pickup Truck (VIN #1FDAF57F4YED41857) to be surplus property and authorizing it for sale or trade-in

ORDER NO. 25,920

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were offered at this time.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:47 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
February 2, 2016

Description

Order authorizing the abatement of 2015-2016 taxes for City-owned properties at Bishop Walsh Road (No. 06-050301) in the amount of \$8860.44 and Eleanor Terrace (No. 06-011853) in the amount of \$1458.07.

Approval, Acceptance / Recommendation

City owned property is normally exempt from taxation. However, because the City collects revenue from the cellular towers situated on the water towers at these locations, these properties become taxable. This order abates the 2015-2016 City of Cumberland taxes for both properties.

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: February 2, 2016

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

THAT, the City Comptroller be and is hereby authorized to abate 2015-2016 taxes for the following City-owned properties:

Tax Year 2015-2016	Acct No. 06-050301	Bishop Walsh Road	\$8860.44
Tax Year 2015-2016	Acct No. 06-011853	Eleanor Terrace	\$1458.07

Mayor Brian K. Grim

(Cellular tower locations)

City of Cumberland **Live**
1/21/16

PROPERTY TAX SYSTEM

TA0080S1

Documents Exist

Inquiry

Prop#..: 06-050301
Owner..: CUMBERLAND MAYOR & CITY COUNCIL
Address: BISHOP WALSH RD
Mail To: CUMBERLAND MAYOR & CITY COUNCIL
CITY HALL
CUMBERLAND MD
Phone..:

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 1/21/2016
Total Billed: 8,860.44
Tot. Dsc App: .00
Total Paid..: .00
Total Due W/SC: 8,860.44

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2015	1	1	201510579	8860.44	.00	.00	.00	8860.44

City of Cumberland **Live**
1/21/16

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Prop#..: 06-011853
Owner..: CUMBERLAND CITY OF
Address: ELEANOR TE
Mail To: CUMBERLAND CITY OF
57 N LIBERTY ST
CUMBERLAND
Phone..:

School Dist.: CUMB SCHLS
F22=Add'l Info

MD 21502-0000

Payoff Date : 1/21/2016
Total Billed: 1,458.07
Tot. Dsc App: .00
Total Paid..: .00
Total Due W/SC: 1,458.07

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2015	1	1	201509496	1458.07	.00	.00	.00	1458.07



Regular Council Agenda
February 2, 2016

Description

Order authorizing the execution of a Contract with the Cumberland Economic Development Corporation (CEDC) for the period 2/2/16 - 6/30/18, under which the CEDC shall provide project administration for a Leasehold Improvement Program to be funded through the Community Legacy Program in an amount not to exceed \$100,000

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: February 2, 2016

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

THAT, the Mayor be and is hereby authorized to execute a Contract by and between the Mayor and City Council of Cumberland and the Cumberland Economic Development Corporation (CEDC) under which the CEDC shall provide project administration for a Leasehold Improvement Program, to be funded through the Community Legacy Program in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00);

BE IT FURTHER ORDERED, that the term of the contract shall extend from February 2, 2016 through June 30, 2018.

Mayor Brian K. Grim



CITY OF CUMBERLAND

STATE OF MARYLAND

SPECIFICATIONS

AND

CONTRACT

**Leasehold Improvement Program
SRP-CL-2016-Cumberland-00173**

**BRIAN K. GRIM
MAYOR**

THIS CONTRACT is made and executed in duplicate this _____ day of _____, 2016, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland (hereinafter referred to as “City”), party of the first part, and Cumberland Economic Development Corporation (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:

WHEREAS, the City is seeking to encourage to neighborhoods reinvestment and economic development throughout Cumberland, especially within the Sustainable Communities-designated areas;

WHEREAS, the Contractor, entered into a Memorandum of Agreement with the Mayor and City Council on July 21, 2015 in order to work cooperatively to promote economic growth within the City; and

WHEREAS, the Mayor and City Council of Cumberland has been awarded funding from the State of Maryland’s Community Legacy Program, in order to provide a Leasehold Improvement Program to eligible applicants within the Central Business District; and

WHEREAS, the Contractor is willing to provide project administration for the Leasehold Improvement Program

NOW, THEREFORE; In consideration of the stipulations and conditions hereinafter set forth, it is mutually covenanted and agreed by and between the parties hereto as follows:

THAT the Leasehold Improvement Program has been allocated a total sum from the Community Legacy award not to exceed One Hundred Thousand Dollars ... (\$100,000.00), in accordance with the following specifications:

CONTRACT INFORMATION

A. **Subcontracts Parties to the Contract**

The contract to be entered into shall be by and between the Contractor, and the City. The City will enter into a contract with the Contractor only. The City must approve the selection and credentials of any subcontractors.

B. **Contract Term**

The following contract term period shall be in effect:

Leasehold Improvement Program

Contract Period: February 2, 2016– June 30, 2018

C. **Compensation and Method of Payment**

The Mayor and City Council will not provide the Contractor payment for the provision of project administration. Payments will be made to the recipients who are selected for participation in the Leasehold Improvement project locations. The recipients of the funding will be required to provide the City of Cumberland with a request for reimbursement, allow for site inspections, and provide documentation that all required payments have been disbursed.

Additionally, work at each project location cannot begin and funds cannot be disbursed until the Maryland Historical Trust and the Maryland Codes Administration have provided written comments and approval of the each individual project scope of work. All applicable permits must be obtained for each project location and a notice to proceed issued prior to the expenditure of any funds. Invoices are to be addressed to the Mayor and City Council, attn: Kathy McKenney, 57 North Liberty Street, Cumberland, MD 21502.

D. Scope of Contract

It is anticipated that the work to be performed and the services to be provided by the contractor will consist of the items described in **SCOPE OF WORK**.

E. Indemnification

The contractor will agree to indemnify and hold harmless the City from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data or records pertaining in any way to the contract by the contractor and its employees.

F. Equal Employment Opportunity

“There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.”

G. Records, Reports and Inspections

- (a) Contractor shall maintain accurate financial and management records, in a form acceptable to the City, of all transactions relating to the receipt and expenditure of the funds and administration of the Project. Contractor shall make these records, and its administrative offices and personnel, whether

full-time, part-time, consultants or volunteers, available to the City upon request. Contractor shall retain said records for five (5) years after the Completion Date. During the term of this Agreement, the City may monitor the Project to ensure that it is being undertaken in accordance with the terms of this Agreement.

- (b) The Contractor shall provide the City with interim progress reports ("Quarterly Reports") in the form attached hereto as Exhibit E or such other form required by the City and provided to the City no later than the following dates: December 15, March 15, June 15, and September 15. The Quarterly Reports shall contain such information as the City requests, including, but not limited to, work accomplished and problems encountered, expenditures made against the Project Budget, and benchmarks reached. Progress reports will be required until the City determines that the Project has been completed.
- (c) In addition to the requirements set forth above, the Contractor shall provide the City with such additional records, reports, and other documentation as may be required by the City.

H. Default and Remedies

- (a) A default shall consist of the breach by the Contractor of any covenants, agreements, or certifications in this Agreement, including the expenditure of funds for any use other than for the purposes provided in the Project or in any unauthorized manner.
- (b) Upon the occurrence of any default, the City shall have the right to terminate this Agreement by written notice to the Contractor. The Contractor shall have thirty (30) days from the date of the City's notice to cure the default. After the conclusion of this thirty (30) day period, if the Contractor has not cured or commenced curing the default to the satisfaction of the City, the City, in its sole discretion, may immediately terminate this Agreement. In the event of termination by the City:
 - (1) The Contractor's authority to request a disbursement of funds shall cease and the Contractor shall have no right, title, or interest in or to any of the undisbursed funds;
 - (2) The City, in its sole discretion, may demand repayment of all funds distributed to the Contractor that were not expended in accordance with this Agreement plus all costs

and reasonable attorneys' fees incurred by the City in recovery proceedings.

- (c) In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all rights available to the City by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- (d) Upon the occurrence of a default under this Agreement, the City's right to recovery as well as to the other remedies shall be immediate.

I. Conflicts of Interest

Except for approved eligible costs, none of the Contractor's assignees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, that is part of the Project at any time during or after such person's tenure.

J. Nondiscrimination and Drug and Alcohol Free Workplace: Fair Practices Certification

- (a) The Contractor may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person based on race, color, religion, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs, or activities.
- (b) The Contractor shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 1. Titles VI and VII of the Civil Rights Act of 1964;
 2. Title VIII of the Civil Rights Act of 1968, as amended;
 3. The Americans with Disabilities Act of 1990;
 4. Article 49B of the Annotated Code of Maryland, as amended; and

5. The Maryland Department of Housing and Community Development's Minority Enterprise Program, as amended.
- (c) The Contractor shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug and alcohol-free workplace and any regulations promulgated thereunder.

K. Environmental Certification and Indemnification: Lead Paint

- (a) The Contractor represents, warrants, and covenants that to its knowledge there are no hazardous materials located in the project sites, that it will not cause or allow any hazardous materials to be placed in the project sites, that it will comply with all requirements imposed by any governmental authority with respect to hazardous materials to be placed in the project sites, that it will comply with all requirements imposed by any governmental authority with respect to hazardous materials, and that to its knowledge, the project sites are in compliance with all applicable federal and State environmental laws and regulations.
- (b) To the extent permitted by law, the Contractor shall indemnify and hold the City and Maryland Department of Housing and Community Development and its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the project sites to comply in all respects with all environmental requirements. The Contractor's obligation to indemnify the City and the Maryland Department of Housing and Community Development shall survive the term of this Agreement.
- (c) The Contractor covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the project sites.

L. Non-Sectarian Certifications

- (a) The Contractor certifies that no part of the funds, no part of the Project, and no part of the project sites, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction or any building used or to be used as a place of sectarian religious worship or

instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

- (b) The Contractor certifies that it will provide services of the project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

M. Insurance

- (a) The Contractor shall ensure that the Property owner and/or program applicant is required to maintain property and commercial general liability insurance on buildings and other improvements on the property throughout the duration of the project at the Owner's expense. Additionally, if the property is determined to be in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, the Contractor shall ensure that the Owner maintains a flood plain insurance policy.
- (b) Property owner and/or program applicant, as applicable, is required to provide insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the forms and amounts required or applicable by the City.

Prior to the commencement of work, the Contractor shall submit to the City of Cumberland a Certificate of Insurance indicating that the applicant's contractors, carries Comprehensive General Public Liability and Property Damage Insurance in the amounts of at least five hundred thousand dollars (\$500,000) for the death of or injury to any person, and one million dollars (\$1,000,000) for the death of or injury to two or more persons in any one occurrence; two hundred fifty thousand dollars (\$250,000) for property damage in any one occurrence with an aggregate property damage coverage of five hundred thousand dollars (\$500,000) for two or more occurrences. Such insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. There will be no special payment for said insurance.

- (c) Insurance coverage shall:
1. Be provided by a company that is reputable and authorized to transact business in the State;
 2. To the extent applicable, be in force before the disbursement of project funds;
 3. To the extent required by the Maryland Department of Housing and Community Development, name the Department as a loss payee and additional insured;
 4. Provide for notification to the City of Cumberland and the Maryland Department of Housing and Community Development before termination; and
 5. Contain terms and coverage satisfactory to the City and the Maryland Department of Housing and Community Development.

N. 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 the City of Cumberland shall be mailed to:

City of Cumberland
 Department of Community Development
 57 North Liberty Street
 Cumberland, MD 21502
 Attn: Kathy McKenney

- (b) Communications to the Contractor shall be mailed to:

Shawn Hershberger
 Cumberland Economic Development Corporation
 57 North Liberty Street
 Cumberland, MD 21502

O. Amendment

This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by the City and the Contractor.

P. Assignment

This Agreement may not be assigned without prior written approval of the City.

Q. Entire Agreement

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

R. Governing Law

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

S. Waiver of Maryland's Access to Public Records Act

The City and/or the Maryland Department of Housing and Community Development intend to make available to the public certain information regarding the project, the participants, and the contractor. In addition, the City and the Maryland Department of Housing and Community Development are required to disclose information about the project to State officials, staff, local officials and staff, and others. Such information which may be disclosed to any of the foregoing, including the public, may include the name of the contractor, the name location, owners, and description of the projects; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; and the sources, amounts and terms of other funding used to complete the projects, including capital contributions from the participants. This information may be confidential under Maryland's Access to Public Records Act, State Government Article, Section 10-611 *et seq.* of the Annotated Code of Maryland (the "Records Act"). If the Contractor or program participants do not want this information made available to above-referenced parties, the Contractor must attach to this Agreement a written objection.

SCOPE OF WORK

The Contractor will have the following duties and responsibilities as part of this labor and materials contract.

- (a) The Contractor will be responsible for project administration associated with the Leasehold Improvement Program as developed in the project

request submitted with the Community Legacy Application. Designated staff from the City of Cumberland's Department of Community Development will assist the Contractor with tasks associated with this program.

- (b) The total amount of available funding for the overall the Leasehold Improvement Program is \$100,000.00. The City of Cumberland will not be responsible for payment of any additional costs exceeding this amount. Funds have been awarded as grant funds from the Maryland Department of Housing and Community Development (DHCD). Repayment of any or all of these funds is not required unless the recipient defaults on the terms of this agreement.
- (c) Per the state of Maryland's Community Legacy agreement, the Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- (d) The Contractor must ensure that all applicants obtain all applicable permits prior to the commencement of any work.
- (e) Documentation regarding the planned undertaking will be provided to the City of Cumberland's Department of Community Development for approval prior to the commencement of any work. This approval process includes the City of Cumberland's responsibility to send all documentation to the Maryland Historical Trust and the Maryland Codes Administration for approval. Contractor should note that this approval process will likely last approximately 45 days and should plan the project timeline accordingly.
- (f) Once all approvals have been received, work may begin.
- (g) This program will provide forgivable loans to prospective tenants to make improvements to vacant structures within the City of Cumberland Central Business District. Eligible improvements will consist of improving the physical structure of the property or upgrading any component within to make the space more viable. The program will not provide working capital or capital to purchase components that are only of use of prospective tenants.
- (h) Reimbursement requests are to be submitted to the City of Cumberland in care of the project contact person. Requests must include copies of contractor invoices, copies of financial documents demonstrating that payment has been rendered to the contractor, and photographs.
- (i) With each request for payment, the Contractor will be required to provide a statement of which components of the original scope of work items have been completed. If the entire work item is not complete, the contractor will need to verify the percentage of that work item that has been completed. The City of Cumberland will conduct an inspection to document that completed work at the time of the invoice submission.

This inspection will take place within one week of the invoice date, provided that all submitted documentation is complete.

- (j) At least one half of the awarded funding must be expended and requested for reimbursement no later than one year after the effective date of the Community Legacy Leasehold Improvement Funding Agreement.
- (k) All work must be completed and the final disbursement payment must be made by June 30, 2018. The following timelines is included in the Community Legacy funding agreement:

**EXHIBIT C - SRP-CL-2016-Cumberland-00173
PROJECT SCHEDULE**

Project Name: Leasehold Improvement Program

Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Description of Activity (25 words or less)
01/01/2016	01/30/2016	Commencement Date
02/01/2016	06/01/2016	Public Info Process Begins
06/01/2016	08/01/2016	Review/Select Projects
08/01/2016	05/01/2017	Construction begins
06/01/2018	06/30/2018	Completion Date
07/01/2018	08/15/2018	Final Report due within 45 days of Completion Date

IN WITNESS WHEREOF, the parties have hereunto cause these presents to be executed in duplicate the day and year first above written.

MAYOR AND CITY COUNCIL OF CUMBERLAND

ATTEST:

Marjorie Woodring, City Clerk

Brian K. Grim, Mayor

Witness

Cumberland Economic Development Corporation

EXHIBIT E CL # 142204

**COMMUNITY LEGACY PROGRAM
QUARTERLY REPORT
PROGRESS SUMMARY**

Awardees Name:	Mayor and City Council of Cumberland, Maryland				
Award #	1422	Project #	142204	Project Name:	Friends Aware Building Expansion and Renovation Project
Quarterly Report: (select quarter and type year)					
January _____ April _____ July _____ October _____					
Address:	57 N. Liberty St., Cumberland, MD, 21502				
Contact Person:	Kathy McKenney			Contact Phone #:	301-759-6431
Contact Email:	kmckenney@allconet.org				

QUARTERLY REPORTS

As a condition of the Community Legacy Award, reports are due quarterly on January 1, April 1, July 1, and October 1. (PLEASE NOTE: There will not be any disbursement of funds unless all project reports are current. Additional reports and information may be required as determined by the Department.)

Reports must include the following information:

1. What has occurred during this reporting period (or the date of the award agreement for the first report)?
2. Are goals, objectives and milestones on target (see Exhibit C Project Schedule)? What, if any, obstacles have caused delay in the Project Schedule? Discuss how you intend to overcome these obstacles. Please state if you need technical assistance.
3. What do you expect to take place in the next quarter? Please list any upcoming events, meetings and ribbon cuttings for this project.
4. If the project involves capital improvements to a property, have you submitted a scope of work, photos and map to the Community Legacy project manager for MHT/Codes review?
5. What date do you anticipate submitting the next Request for Payment? What is the anticipated amount of funds that will be requested?
6. What other neighborhood revitalization impacts have occurred?
7. Please provide electronic photos (before, during and after) or printed materials (i.e. newspaper clippings, web articles, etc.) related to the award, if available.
8. Complete Quarterly Report Expense Summary (Exhibit E attachment).



Regular Council Agenda
February 2, 2016

Description

Order authorizing the execution of Amendment No. 1 to the MD Bikeways Grant Agreement with the MD Department of Transportation, originally approved July 7, 2015, to extend the term of the original agreement to August 15, 2016

Approval, Acceptance / Recommendation

The current Grant Agreement with the MD Department of Transportation expired September 25, 2015. The City is undertaking this project in cooperation with the Canal Place Preservation & Development Authority to improve the pedestrian and bicycle connection from the Cumberland Amtrak Station to the Great Allegheny Passage Trail and the C&O Canal Towpath. The City is waiting for Canal Place to go to construction so that we can piggy back on their contract. The amendment will extend the term of the agreement to allow for the completion of the project and reimbursement of funds in a timely manner.

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: February 2, 2016

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

THAT, the Mayor be and is hereby authorized to execute Amendment No. 1 to the MD Bikeways Grant Agreement by and between the Mayor and City Council of Cumberland and the MD Department of Transportation, as approved July 7, 2015 (Order No. 25,835), to extend the term of the original agreement to August 15, 2016.

Mayor Brian K. Grim

AMENDMENT No. 1**GRANT AGREEMENT UNDER THE
MARYLAND BIKEWAYS PROGRAM****MARYLAND DEPARTMENT OF TRANSPORTATION
CITY OF CUMBERLAND**

THIS AMENDMENT No. 1 is made the ____ day of _____ 2016, by and between the Maryland Department of Transportation (“Department”) and the City of Cumberland (Grantee”), Maryland.

WHEREAS, the Department and Grantee entered into a Grant agreement, which was executed on April 15, 2013.

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

SECTION 2. AMENDED SECTION

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

The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or **August 15, 2016**, whichever is sooner.

SECTION 3. EXECUTION OF AMENDMENT

Upon full execution of this Amendment by the Grantee, the effective date will be the date the Department executes this Amendment as set forth below. When signed and dated by the authorized official of the Department, this instrument will constitute a formal amendment to the Grant Agreement. Except as amended by this Amendment No. 1, all other terms, conditions and provisions of the Contract shall remain in full force and effect and are hereby ratified and confirmed.

EXECUTION BY THE MARYLAND DEPARTMENT OF TRANSPORTATION

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

Executed this _____ day of _____, 20__.

Dennis R. Schrader, Deputy Secretary
Maryland Department of Transportation

Approved as to Form and Legal Sufficiency

Kenneth Hulse, Assistant Attorney General
Maryland Department of Transportation

EXECUTION BY CITY OF CUMBERLAND

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

Signature of Authorized Representative
Cumberland, Maryland

Name of Authorized Representative
Cumberland, Maryland

Approved as to Form and Legal Sufficiency

Cumberland, Maryland