



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

David Kauffman

CITY CLERK

Marjorie A. Woodring

AGENDA

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

DATE 8/4/2015

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming August 14, 2015 as the 80th Anniversary of the Social Security Act

III. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of June 2 and 16, 2015

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of June 2, 2015

IV. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - enacting Section 10-33 of the Code to provide for a property tax credit for the rehabilitation of qualifying commercial structures

V. NEW BUSINESS

(A) Ordinances

1. Ordinance authorizing execution of a deed to convey 7-9 Arch Street to Allegany County Human Resources Development Commission (HRDC), Inc.

2. Ordinance (1st reading) - authorizing the execution of a Contract of Sale and Deed to convey surplus property at 506-508 Maryland Ave. to Howder, Inc. and paying Howder \$6,000 in exchange for the property located at 414 Park St.

(B) Resolutions

1. Resolution supporting Peak Harvest Health's application to the State of Maryland to obtain a license to operate a pharmaceutical manufacturing facility in the city

(C) Orders (Consent Agenda)

1. Order authorizing the execution of a Contract of Sale between the City (Buyer) and Gregory and Denise Stup (Sellers) for property at 513 Maryland Avenue for the purchase price of \$40,000; authorizing the acceptance of a deed providing settlement contingencies are met; authorizing a 60-day extension of the contract if necessary; and authorizing the City Administrator and City Solicitor to execute the documents necessary for transfer
2. Order accepting the bid from Billy Bender, Inc. for one (1) 2105 Chevrolet Silverado Truck in an amount not to exceed \$35,796.00 to be purchased through the City's cooperative purchasing agreement with National Joint Power Alliance (NJPA)
3. Order accepting the bid of Arnolds Lawn Care for the 2015 Grass Mowing Contract - Residential City-Owned Properties (04-15-M) in the estimated unit cost of \$48,600
4. Order accepting the proposal from Biser's Lawncare & More for the 2015 Grass Mowing Contract for Non -Residential City-Owned Properties (Project No. 07-15-M) in the estimated unit cost of \$31,100

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VII. ADJOURNMENT



Regular Council Agenda
August 4, 2015

Description

Proclaiming August 14, 2015 as the 80th Anniversary of the Social Security Act

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland
~ MARYLAND ~

Proclamation

- WHEREAS,** *On August 14, 1935, President Franklin D. Roosevelt signed the Social Security Act into law; and*
- WHEREAS,** *Social Security is a social insurance program under which workers earn coverage for retirement, survivors, and disability benefits by paying Social Security taxes on their earnings, and serves as vital financial protection for working men and women, children, the disabled, and the elderly; and*
- WHEREAS,** *it Social Security also administers the Supplemental Security Income program, which is funded by general revenues and provides cash assistance to aged, blind, and disabled persons who have very limited means; and*
- WHEREAS,** *The Social Security program is the cornerstone of economic protection on which workers can build a comfortable retirement through pensions, insurance, savings, and other income; and*
- WHEREAS,** *Social Security is committed to providing the American public choices for conducting business with the agency. The Social Security website offers online services, applications, and program information for beneficiaries, employers, and the public; and*
- WHEREAS,** *The City of Cumberland recognizes the importance of Social Security benefits to the welfare of its citizens and joins the Social Security Administration in celebrating its past and in building its future.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim Friday, August 14th, 2015 as

“The 80th Anniversary of the Signing of the Social Security Act”

**Given under our Hands and Seals this 4th day of August, in the year 2015,
with the Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.**

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor

Item # 1



Regular Council Agenda
August 4, 2015

Description

Approval of the Regular Session Minutes of June 2 and 16, 2015

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Nicole Alt-Myers
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: June 2, 2015

*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. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of April 7 and April 21, 2015

Item Action: Approved

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

III. PUBLIC HEARINGS

- (A) Public Hearing - to receive comment on the proposed Ordinance providing for the issuance and sale of \$3,260,000 of General Obligation Bonds, known as "Mayor and City Council of Cumberland Infrastructure Bonds, 2015 Series A"

Mayor Grim convened the public hearing at 6:24 p.m.

Mr. Rhodes advised that the proposed Ordinance would authorize the Mayor and City Council to issue and sell \$3,260,000 in General Obligation Bonds, the proceeds of which would be used for construction and infrastructure projects, as well as the acquisition of equipment.

Mayor Grim opened the floor for public comment and no comments were put forth.

Mayor Grim adjourned the public hearing at 6:26 p.m.

IV. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - providing for the issuance and sale of \$3,260,000 of General Obligation Bonds, known as "Mayor and City Council of Cumberland Infrastructure Bonds, 2015 Series A," for the purpose of (I) providing all of a portion of the funds necessary for financing or refinancing costs of (a) improvements to the water system and the sewer system, (b) Facility and property improvements, (c) information systems improvements and equipment, (d) other street improvements, and (e) acquisition of new and/or replacement vehicles and equipment, (II) funding a portion of a capital reserve fund, and (III) paying issuance and other costs related to the bonds

SECOND READING: The Ordinance was read in Title only for its second reading. Motion to suspend the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilman Caporale, and was passed on 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. 3777

2. Ordinance (*2nd and 3rd readings*) - to approve, with restrictions, conditions, and limitations, an application by Thomas W. Pittman and Christina R. Pittman to rezone property located at 208-210 Oldtown Road from R-U (Urban Residential) to R-R (Rehabilitation and Redevelopment) in order to re-establish a commercial use at that location

Mr. Rhodes provided background on the Ordinance which would approve the rezoning of property at 208-210 Oldtown Road from R-U to R-R to allow for the establishment of a market/deli in the first floor. A public hearing on the matter had been held May 19, 2015.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend 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. 3778

3. Ordinance (*2nd and 3rd readings*) - providing for the City Tax Levy for FY 16

Mr. Rhodes advised that the revised Ordinance being presented this evening included updated numbers from the Ordinance presented at the May 19, 2015 meeting. He asked that Council adopt the amended ordinance. He advised that the City's tax rate would remain at \$0.9654 for Real Property and \$2.6480 for Personal Property.

MOTION to accept the amended Ordinance as presented with updated numbers was made by

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

SECOND READING: The amended Ordinance was presented in Title only for its second reading. Motion to suspend 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 entertained questions or comments and the Ordinance proceeded to this 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. 3779

V. NEW BUSINESS

(A) Ordinances

1. Ordinance (*1st reading*) - providing for the annual appropriation for the General Fund for FY16

Mr. Rhodes introduced the Ordinance and provided budgeted amounts for the various funds within the General Fund. The General Fund would be budgeted for FY16 at \$21,107,756.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

2. Ordinance (*1st reading*) - providing for the annual appropriations for the Water Fund for FY16

Mr. Rhodes introduced the Ordinance and provided a breakdown of the amounts budgeted for this fund.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

3. Ordinance (*1st reading*) - providing for the annual appropriation for the Sewer Fund for FY16

Mr. Rhodes introduced the Ordinance and provided a breakdown of the amounts budgeted for this fund.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

4. Ordinance (*1st reading*) - providing for the annual appropriations for the special purpose funds for FY16

Mr. Rhodes introduced the Ordinance and provided a breakdown of the amounts budgeted for this fund.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

5. Ordinance (*1st reading*) - providing for the levy of a special ad valorem tax in the Shades Lane Development District for FY16 at the rate of \$1.2560 per \$100 of real property assessable base and \$0.00 per \$100 of personal property assessable base

Mr. Rhodes introduced the Ordinance and provided a breakdown of the amounts budgeted for this fund.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

6. Ordinance (*1st reading*) - providing for a 10% increase in sewer rates beginning July 1, 2015, for users of the City sewerage system

Mr. Rhodes introduced the Ordinance which provided for a 10% rate increase beginning July 1, 2015 for all users of the system. He stated that because the Enhanced Nutrient Remover (ENR) system was now fully online, the sewer system had experienced a significant increase in depreciation, which this rate increase was intended to address. With a 10% increase, the current average bill would increase from \$50.28 to \$55.31.

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

(B) Resolutions

1. Resolution approving the application and receipt of financing for FY15 Community Legacy Project Funding in an amount of up to \$750,000 from the MD Department of Housing and Community Development

Mr. Rhodes introduced the Resolution. Upon questioning from Council, Kathy McKenney, Historic Planner, provided the amounts of the funding requests per project: Leasehold Improvement Program \$250,000; Centre Street Parklet \$30,000; South Cumberland Library \$150,000; Upper Story Redevelopment \$200,000; Canal Place Skate Park \$75,000.

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

RESOLUTION NO. R2015-02

(C) Orders (Consent Agenda)

1. Order authorizing an Historic District Tax Credit for property at 222 Washington Street (Tax Acct. No. 06-004741) in the amount of \$1,477.52 owned by Allegany Development Company, to be used within 5 years and authorizing no property tax assessment freeze due to a less than 10% improvement value

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,820

2. Order declaring certain water supply equipment to be surplus City property and authorizing the

equipment to be listed for sale as scrap material

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,821

3. Order approving a revised City of Cumberland Fund Balance Policy to raise the unreserved General Fund balance to 25% of expenditures, and to allow the City Comptroller to assign a portion of the fund balance for a specific expenditure or purpose after being submitted in writing to the City Administrator

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,822

4. Order declaring City-owned undeveloped property at 216 Knox Street to be surplus and accepting the offer of Michael A. Pfaff, adjoining property owner, to purchase the property for \$1,800, with said transfer occurring after 20 days public notice

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,823

5. Order accepting the proposal of DALY Computer, as part of the State of MD DOIT State Hardware Contract, to provide Palo Alto equipment to change City connections to State fiber, in an amount not to exceed \$61,700.08

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,824

6. Order authorizing execution of a grant agreement with Maryland Smart Energy Communities: New Community under the Maryland Energy Administration. The amount of the grant award is \$45,452 for energy efficiency improvements, fuel efficiency improvements, and project preparation costs (up to 30%).

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,825

7. Order declaring 900 double and single-headed parking meters in the City as surplus property and

authorizing them for sale as scrap metal

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. Councilman Kauffman questioned whether staff had contact Allegany Museum to ask if they had any interest in these meters. Mr. Rhodes advised that it was questionable whether the meters were actually vintage and suggested that it would be better to scrap the meters rather than spend time and resources determining their value. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,826

8. Order authorizing the City Administrator to execute a Letter of Agreement with Fibred-Maryland, Inc. for acquiring sludge from the City's Waste Water Treatment Plant.

Mr. Rhodes reviewed each item on the Consent Agenda and entertained questions or comments prior to vote. MOTION to approve Consent Agenda Items 1-8 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

ORDER NO. 25,827

(D) Letters, Petitions

1. Letter from Sharon and Mark Ellsworth requesting permission to hold the Fifth Annual Gulf War Memorial 5K Run on August 22, 2015, beginning at 8:30 a.m., starting on Baltimore Street and running onto the Canal Passage to the Narrows and back.

It was the consensus of the Mayor and Council to grant permission for the Fifth Annual Gulf War Memorial 5K Run to be held in the city.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Jeffrey Storer, 135 N. Mechanic Street, requested that the Mayor and Council provided assistance to Bill's Deli, a new business that was trying to locate on Mechanic Street. He stated that the business had not yet been able to obtain a permit from the Health Department, which was causing a delay in its ability to open. He stated the deli would be a nice contribution to the community and especially to the JFK Apartments. Mayor Grim stated that the City did not oversee the Health Department, but he would ask the City's Economic Development Department to reach out to see if any assistance could be provided.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:49 p.m.

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Nicole Alt-Myers
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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: June 16, 2015

*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. PROCLAMATIONS

(A) Proclaiming Tuesday, August 4, 2015 as National Night Out in the City of Cumberland

Mayor Grim read the proclamation and Police Chief Hinnant, Fire Chief Dunn, and Terri Hast, Neighborhood Advisory Commission representative, accepted the proclamation presented by the Mayor and City Council.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of Certificates of Appreciation to Cub Scout Pack No. 2 for their cleanup efforts in the city

Mayor Grim thanked the Scouts for their efforts and presented Certificate of Recognition to those in attendance.

(B) Let's Beautify Cumberland! Blue Ribbon Awards presented to Matt Cline and Nancy D'Atri, Tammy Alter and Lee Ann Martin, Ronald and Mary Catherine Monahan, Country Accents on Greene; and a Junior Blue Ribbon Award presented to William McGraw

Councilwoman Alt-Myers and Let's Beautify Cumberland! Committee co-chairs Ed Mullaney and Ginny Decker thanked each award winner for their efforts to beautify their homes and neighborhoods and presented each with a Blue Ribbon Award from the LBC! Committee.

- (C) Certificates of Recognition awarded to Dave Williams and Jeff Hedrick for their efforts in cleaning graffiti from areas of the city

Mayor Grim thanked Mr. Williams and Mr. Hedrick for taking it upon themselves to clean up areas of the city that had unsightly graffiti and presented each with a Certificate of Recognition from the Mayor and City Council.

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department Monthly Report for May, 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. Maintenance Division Monthly Report for May, 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. Utilities Division & Central Services Monthly Report for May, 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.

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Work Session Minutes of April 28, 2015

Item Action: Approved

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

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (2nd and 3rd readings) - providing for the annual appropriation for the General Fund for FY16

Mr. Rhodes reviewed the Ordinance and provided an overview of the amounts to be budgeted. Appropriations for the General Fund for FY16 would total \$21,107,756.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 adopted on a vote of 5-0.

ORDINANCE NO. 3780

2. Ordinance (2nd and 3rd readings) - providing for the annual appropriations for the Water Fund for FY16

Mr. Rhodes provided an overview of the Water Fund appropriation amounts.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 adopted on a vote of 5-0.

ORDINANCE NO. 3781

3. Ordinance (2nd and 3rd readings) - providing for the annual appropriation for the Sewer Fund for FY16

Mr. Rhodes provided an overview of the Sewer Fund appropriation amounts.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 adopted on a vote of 5-0.

ORDINANCE NO. 3782

4. Ordinance (2nd and 3rd readings) - providing for the annual appropriations for the Special Purpose Funds for FY16

Mr. Rhodes provided an overview of the Special Purpose Fund appropriation amounts.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 adopted on a vote of 5-0.

ORDINANCE NO. 3783

5. Ordinance (2nd and 3rd readings)- providing for the levy of a special ad valorem tax in the Shades Lane Development District for FY16 at the rate of \$1.2560 per \$100.00 of real property assessable base and \$0.00 for \$100.00 of personal property assessable base

Mr. Rhodes reviewed the Ordinance and provided an overview of the FY16 tax levy for the Shades Lane Development District.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 adopted on a vote of 5-0.

ORDINANCE NO. 3784

6. Ordinance (2nd and 3rd readings) - to provide for a 10% increase in sewer rates beginning July 1, 2015, for users of the City sewerage system

Mr. Rhodes stated that the Ordinance provided for a 10% rate increase beginning July 1, 2015 for all users of the sewerage system. He stated that because the Enhanced Nutrient Remover (ENR) system was now fully online, the sewerage system had experienced a significant increase in depreciation, which this rate increase was intended to address. With a 10% increase, the current average bill would increase from \$50.28 to \$55.31

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 adopted on a vote of 5-0.

ORDINANCE NO. 3785

VII. NEW BUSINESS

(A) Ordinances

1. Ordinance (1st reading) - authorizing the conveyance of City-owned surplus property at 216 Knox Street to Michael A. Pfaff for the amount of \$1,800.00

Mr. Rhodes provided background on the Ordinance, stating that the property at 216 Knox

Street had been a former blighted property.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

2. Ordinance (3 readings) - to enact Sections 16-26 to 16-53 of the City Code to set forth standards applicable to City of Cumberland Police Officers that were formerly covered under the terms of a collective bargaining agreement

Mr. Rhodes provided background on the Ordinance.

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

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to suspend 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 adopted on a vote of 5-0.

ORDINANCE NO. 3786

(B) Orders (Consent Agenda)

1. Order accepting the bid of Hickes Associates, Inc. for City Project "Water Filtration Plant Sodium Hypochlorite Conversion Construction" (15-13-WFP) in the base bid amount of \$367,403.00

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,828

2. Order authorizing Change Order No. 2 to the existing contract with Arnold's Lawn Care for the "2014 Grass Mowing Contract (02-14-M)" in the increased amount of \$2,985.00, bringing the new contract amount to \$56,985.00, and authorizing seven (7) additional calendar days to bring the contract term end to July 7, 2015

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,829

3. Order authorizing the Chief of Police to accept a grant entitled Electronic Evidence Training - LETS in the amount of \$4,730.00 to provide advanced training to a Cumberland Police Department detective in cell phone analytical investigations

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,830

4. Order rescinding Order No. 25,280 and approving an Historic District Tax Credit for property at 222 Washington Street (Tax Acct. #06-004741) owned by Allegany Development Company, in the amount of \$1,477.52 to be used within 5 years, and approving no property tax assessment freeze due to a less than 10% improvement value.

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,831

5. Order authorizing the execution of a Grant Agreement with the Maryland Department of Transportation for the installation of bicycle signs and pavement markings on Bedford and Frederick Streets for an amount not to exceed \$78,515; with the City providing matching funds in the amount of \$7,851.50

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,832

6. Order authorizing the execution of a Donation Agreement with Wayne E. and Marion L. Brown, whereby the Browns agree to donate two parcels of property on Pine Avenue in "AS IS" condition (Tax ID No. 22-009672 and No. 22-00966) and providing for certain contingencies for the donation

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,833

7. Order authorizing the execution of a Lease Agreement with the Corner Grille LLC t/a The Grape Cow, located at 171 N. Centre Street, to allow outside dining on a portion of the public right of way in front of the establishment, for the term June 16, 2015 through March 31, 2016

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. MOTION to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,834

(C) Letters, Petitions

1. Letter from the Queen City Striders requesting permission to hold the 2016 Queen City Marathon

for Active Water on Saturday, April 2, 2016, beginning at 8:00 a.m. in the city

The Mayor and City Council provided consensus for approval of the event.

2. Letter from Cumberland Police Department Chief Charles Hinnant soliciting comments from the Mayor and City Council and the public concerning a US Bureau of Justice Grant in the amount of \$12,583 to be shared between the Cumberland Police Department and the Allegany County Sheriff's Office for the purchase of additional less lethal equipment in the form of tasers or conducted electrical weapons

The letter was acknowledged and entered into public record.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Owen Rice, 510 Welch Avenue, stated that the alley behind the Roses Department Store had been changed to one way a couple years ago and suggested that the alley should be made two ways to allow for better traffic flow. Mr. Rice also stated that the trains were sitting still on the tracks for 15-20 minutes and blocking traffic. He stated that the agreement with CSX stated the trains were not allowed to do that and he requested that the Mayor and Council look into that.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:13 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
August 4, 2015

Description

Approval of the Administrative Session Minutes of June 2, 2015

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

Administrative Session Minutes

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

Second Floor Conference Room

Tuesday, June 2, 2015

5:00 p.m.

PRESENT: Mayor Brian K. Grim; Council Members Seth Bernard, David Caporale, David Kauffman

NOTE: Councilman Kauffman entered the meeting at 5:07 p.m.

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

NOTICE: Notice of intent to hold an Administrative Session on June 2, 2015 at 5:00 p.m. was provided to the media via email notification and posted to the City's website on May 29, 2015.

MOTION: Motion to enter into closed Administrative Session to discuss personnel issues, Iaff negotiations, and to confer with counsel on a legal matter pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (a), (7) and (9) was made by Councilman Caporale, seconded by Councilwoman Alt-Myers, and approved on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- Section 10-508 (a) (7): to consult with counsel to obtain legal advice on a legal matter;
- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matters that relate to the negotiations

TOPICS: Personnel issues, IAFF negotiations, to confer with counsel on a legal matter

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:

Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
August 4, 2015

Description

Ordinance (*2nd and 3rd readings*) - enacting Section 10-33 of the Code to provide for a property tax credit for the rehabilitation of qualifying commercial structures

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, MARYLAND, ENTITLED, “AN ORDINANCE TO ENACT A NEW SECTION 10-33 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING A PROPERTY TAX CREDIT FOR THE REHABILITATION OF COMMERCIAL STRUCTURES IN WHICH CERTAIN QUALIFYING INVESTMENTS FOR THE ADAPTIVE REUSE OF SUCH STRUCTURES ARE MADE, TO RENUMBER CURRENT SECTIONS 10-33 TO 10-35 AND TO REPEAL AND REENACT CURRENT SECTION 10-33 (SUBJECT TO THE AFORESAID RENUMBERING) SO AS TO PROVIDE THAT THE AVAILABILITY OF THE TAX CREDIT ENACTED HEREIN IS RESTRICTED TO PROPERTY OWNERS WHO REMAIN CURRENT ON THE TAXES ASSESSED AGAINST THE PROPERTY FOR WHICH THE TAX CREDIT IS SOUGHT.”

WHEREAS, Section 9-256 to the Tax-Property Article of the Annotated Code of Maryland, authorizes county and municipal governments to grant, by law, a property tax credit against the county or municipal property tax imposed on an existing commercial structure in which a qualifying investment is made for the purpose of allowing for adaptive reuse of the structure;

WHEREAS, the new law states that County and municipal governments may provide, by law, for (1) the maximum amount of the tax credit that may be provided to a single recipient or all recipients in a taxable year; (2) additional eligibility criteria for the tax credit; (3) regulations and procedures for the application and uniform processing of requests for the tax credit; and (4) any other provision necessary to carry out the tax credit; and

WHEREAS, the purpose of this Ordinance is to enact provisions which allow for a local property tax credit consistent with the foregoing.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that sections 10-33 to 10-35 of the Code of the City of Cumberland are hereby renumbered as sections 10-34 to 10-36.

SECTION 2: AND BE IT FURTHER ORDAINED, that a new Section 10-33 of the Code of the City of Cumberland be and is enacted, to read as follows:

Sec. 10-33. – Tax credit – Rehabilitation of commercial structures.

- (a) Pursuant to the authority contained in Md. Tax-Prop. Code Ann. § 9-256, there shall be credit against the property tax imposed on an existing commercial structure in which a qualifying investment is made for the purpose of allowing for adaptive reuse of the structure.

- (b) In this section, “qualifying investment” means the cost of installation or rehabilitation of building features for the purpose of bringing an existing commercial structure into compliance with current building codes relating to safety or accessibility. “Qualifying investment” includes costs incurred for:
- (i) elevators;
 - (ii) fire suppression systems;
 - (iii) means of ingress or egress; or
 - (iv) architectural or engineering services related to installation or rehabilitation of these or similar building features.
- (c) The tax credit under this section may:
- (1) not exceed 50% of the amount of qualifying investment in a structure; and
 - (2) be granted for up to a 10–year period in an equal amount each year.
- (d) The tax credit under this section shall not be available for commercial structures or parts thereof which do not comply with current building code standards if they were constructed or improved when those standards were in place. Nevertheless, it shall be available as to those portions of a commercial structure that were built before such standards became effective.
- (e) A qualifying investment of no less than \$25,000.00 is required in order to be eligible for the tax credit provided for herein.

SECTION 3: AND BE IT FURTHER ORDAINED, that former section 10-33 (now renumbered section 10-34 is hereby repealed and reenacted to read as follows:

Sec. 10-34. - Eligibility for real property tax credit—Condition.

In order to be otherwise eligible for a real property tax credit provided for in sections 10-28 through 10-33 of this Code, a property owner must remain current in any taxes assessed against the property for which the tax credit is sought.

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon the date of its passage.

Passed this ____ day of _____, 2015.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk



Regular Council Agenda
August 4, 2015

Description

Ordinance authorizing execution of a deed to convey 7-9 Arch Street to Allegany County Human Resources Development Commission (HRDC), Inc.

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, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 7-9 ARCH STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 7-9 Arch Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,850 passed by the Mayor and City Council on July 21, 2015;

WHEREAS, Allegany County Human Resources Development Commission, Inc. desires to acquire the property, which is presently vacant, and construct a single family or duplex dwelling on it; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to grant the said conveyance.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit A or in a similar form, conveying the aforesaid real property and improvements thereon to Allegany County Human Resources Development Commission, Inc., subject to certain rights of reverter pertaining to the completion of the construction of a single family home or duplex on the property no later

than September 31, 2017 as contained in the aforesaid Exhibit A;

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2015.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

THIS QUITCLAIM DEED, made this _____ day of _____, 2015, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.**, a Maryland corporation, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars (\$0.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim to the party of the second part, its successors and assigns, all of the party of the first part's right, title, interest and estate in and to the following described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

7 Arch Street

ALL that lot or parcel of ground situated on the West side of Arch Street, in Cumberland, Allegany County, Maryland being a part of Lot no. 221 of the Cumberland Improvement and Investment Company's Southern Addition, a Plat of same being recorded in Plat Book No. 1, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron square nail pin standing 21-25/100 feet on the first line of Lot No. 221 of the aforementioned Addition and continuing thence with the West side of Arch Street (Magnetic Bearings as of the aforementioned Plat and with Horizontal Measurements) and with the remainder of said first line, North 18 degrees 34 minutes East 18-75/100 feet to an iron square nail pin, standing on the South side of Perry Alley, thence with said South side of Alley, North 71 degrees 26 minutes West 100 feet to a stake standing on the East side of Flora Alley, thence with the East side of Flora Alley, South 18 degrees 34 minutes West 18-75/100 feet to a stake intersecting the center line of partition wall between House Nos. 7 and 9, (year 1950), extended to the Alley on a bearing North 71 degrees 26 minutes West, thence from said stake, and reversing said bearing, South 71 degrees 26 minutes East 100 feet to the **BEGINNING**.

IT BEING the same property which was conveyed from Debra C. Brown to Mayor and City Council of Cumberland by deed dated October 23, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2118, Page 344.

9 Arch Street

ALL that lot or parcel of ground situated on the West side of Arch Street, in Cumberland, Allegany County, Maryland being a part of Lot No. 221 of the Cumberland Improvement and Investment Company's Southern Addition, a Plat of same being recorded in Plat Book No. 35, one of the Land Records of Allegany County, and more particularly described as follows, to-wit:

BEGINNING for the same at a large iron square nail pin standing at the end of the first Line of Lot No. 220 of the aforementioned addition and continuing thence with part of the first line of Lot No. 221 and with the West side of Arch Street (magnetic bearings as of the aforementioned plat and with horizontal measurements) North 18 degrees 34 minutes 25/100 feet to a large iron square nail pin; thence with the center line of a partition wall dividing house Nos. 9 and 7 (year 1950), and at right angles to Arch Street, North 71 degrees 26 minutes West 100 feet to a stake standing on the East side of Flora Alley, thence with the East side of Flora Alley, South 18 degrees 34 minutes West 21 25/100 feet to a stake at the end of the second line of the aforementioned Lot No. 220; thence reversing said second line South 71 degrees 26 minutes East 100 feet to the **BEGINNING**.

IT BEING the same property which was conveyed from Nicholas Walters to Mayor & City Council of Cumberland by deed dated December 26, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2118, Page 340.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the party of the second part, its successors and assigns, in fee simple.

In connection with the foregoing conveyance, the party of the first part and the party of the second part covenant and agree as follow:

1. The party of the second part shall construct either a single family home or a duplex dwelling on the above-described property. The party of the second part shall be responsible for completing the construction of the structure and obtaining an occupancy permit therefor no later than September 30, 2017.

2. The party of the second part may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and

agreements) to a third party until all of the conditions set forth in paragraph 1 are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

3. Should the party of the second part fail to comply with the terms and provisions of paragraph 1 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the party of the first part, revert and revest in the party of the first part, and the party of the second part shall lose and forfeit all of its rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the party of the first part shall have the right of re-entry to the said property. Further, the party of the second part shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the party of the first part in the event the requirements set forth in paragraph 1 above are not satisfied. In the event the party of the first part institutes litigation to enforce the terms of this paragraph, the party of the second part shall be liable for its reasonable attorneys' fees.

4. Once the requirements set forth in paragraph 1 above have been satisfied, upon the request of the party of the second part, the party of the first part shall deliver a deed to the party of the second part which shall effect the surrender of the rights of reverter described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and under seal and duly attested all on the day and date first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Woodring, City Clerk

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

ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.

By: _____ (SEAL)
Courtney Thomas, Executive Director

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Courtney Thomas**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director of Allegany County Human Resources Development Commission, Inc., a corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

MICHAEL SCOTT COHEN



Regular Council Agenda
August 4, 2015

Description

Ordinance (1st reading) - authorizing the execution of a Contract of Sale and Deed to convey surplus property at 506-508 Maryland Ave. to Howder, Inc. and paying Howder \$6,000 in exchange for the property located at 414 Park St.

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, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE AND DEED FOR THE PURPOSE OF CONVEYING TO HOWDER, INC. CERTAIN SURPLUS PROPERTY LOCATED AT 506-508 MARYLAND AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND AND PAYING HOWDER, INC. THE SUM OF \$6,000.00 IN EXCHANGE FOR ITS CONVEYANCE OF THE PROPERTY LOCATED AT 414 PARK STREET, CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO THE CITY."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 506-508 Maryland Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,853 passed by the Mayor and City Council on July 21, 2015;

WHEREAS, the City desires to purchase 414 Park Street, Cumberland, Maryland from Howder, Inc. in exchange for the aforesaid Maryland Avenue property and the sum of \$6,000.00, said offer being set forth in under the terms of a Contract of Sale attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into said Contract of Sale and grant the said conveyance.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract of Sale attached hereto as Exhibit A for the purpose of conveying the real property and the improvements thereon located at

506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. in exchange for Howder, Inc.'s conveyance of the real property and the improvements thereon located at 414 Park Street, Cumberland, Maryland to the City and the City's payment of \$6,000.00 to Howder, Inc.;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed effecting the conveyance of the real property and improvements thereon located at 506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. in accordance with the terms of the aforesaid Contract of Sale;

SECTION 3: AND BE IT FURTHER ORDAINED, that the City shall accept the deed for 414 Park Street, Cumberland, Maryland, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met;

SECTION 4: AND BE IT FURTHER ORDAINED, that the City Solicitor and City Administrator are jointly and severally authorized to execute a HUD-1 or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the sale/exchange of the properties referenced herein in accordance with the terms of the Contract of Sale attached hereto as Exhibit A and they are further authorized to deliver the deed for 506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. at the said closing; and

SECTION 5: AND BE IT FURTHER ORDAINED, 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.

SECTION 6: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2015.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk



Regular Council Agenda
August 4, 2015

Description

Resolution supporting Peak Harvest Health's application to the State of Maryland to obtain a license to operate a pharmaceutical manufacturing facility in the city

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
- Maryland -
RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND IN SUPPORT OF AN APPLICATION TO THE STATE OF MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE TO OBTAIN A LICENSE TO OPERATE A PHARMACUETICAL MANUFACTURING FACILITY IN THE CITY OF CUMBERLAND.

WHEREAS, the State of Maryland enacted Senate Bill 923 and House Bill 881 to provide for the legalization, taxation, and regulation of medical marijuana for adults over the age of 21; and

WHEREAS, the Natalie M. LaPrade Medical Marijuana Commission has been appointed as an independent body to oversee the medical marijuana industry, set standards for licensure that will ensure public safety and safe access to medical marijuana, and establish an application review process for granting up to 15 medical marijuana grower licenses in the state of Maryland; and

WHEREAS, Peak Harvest Health LLC intends to apply to the State of Maryland for a license to cultivate and manufacture medical marijuana in the city of Cumberland; and

WHEREAS, Peak Harvest Health LLC intends to invest \$10,000,000 in initial capital expenditures for the location of a new facility in city of Cumberland with the potential for future expansion of up to \$30,000,000 in capital expenditures, and the creation of 35 initial new jobs with the potential for expansion to 150 new jobs;

WHEREAS, the Mayor and City Council encourage and support the location of Peak Harvest Health LLC facilities in the city of Cumberland in conjunction with economic development efforts aimed at increasing the local tax base and attracting new employers, in order to provide for a higher quality of life for all residents;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Cumberland do hereby exclusively support the application of Peak Harvest Health LLC to the State of Maryland for the cultivation and manufacture of medical marijuana in the city of Cumberland; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be sent to State of Maryland Natalie M. LaPrade Medical Marijuana Commission in Annapolis, Maryland.

Given under our Hands and Seals this _____ day of _____, 2015, with the Corporate Seal of the City of Cumberland hereto attached and duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Eirich
City Clerk

Brian K. Grim
Mayor



Regular Council Agenda
August 4, 2015

Description

Order authorizing the execution of a Contract of Sale between the City (Buyer) and Gregory and Denise Stup (Sellers) for property at 513 Maryland Avenue for the purchase price of \$40,000; authorizing the acceptance of a deed providing settlement contingencies are met; authorizing a 60-day extension of the contract if necessary; and authorizing the City Administrator and City Solicitor to execute the documents necessary for 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: July 21, 2015

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Gregory and Denise Stup ("Seller") for the property and improvements thereon located at 513 Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 1403, folio 560, Tax Account No. 22-015516, for the purchase price of Forty Thousand Dollars and No Cents (\$ 40,000.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been 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

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Gregory Stup and Denise Stup** ("Sellers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. Property Description. Sellers agree to sell to Buyer, and Buyer does agree to purchase from Sellers, all of the following tracts or parcels of land, together with the improvements thereon which are owned by Sellers and are hereinafter referred to collectively as the "Property":

A. 513 Maryland Avenue, Cumberland, MD 21502, Allegany County Land Records Book 1403, Page 560, Tax Account No. 22-015516.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Forty Thousand Dollars (\$40,000.00), which Purchase Price includes the real property and improvements described in Section 1 above.

3. Payment Terms. The Purchase Price shall be paid at settlement.

4. Estate. The Property is being conveyed in fee simple.

5. Contingencies. This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

A. Sellers shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Sellers shall be responsible for legally evicting any tenants who may have been leasing the Property.

B. Sellers shall be responsible for the termination of all utility services to the Property.

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours of settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency, but such waiver must be effected in a writing submitted to Sellers by Buyer's Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Sellers to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

6. Representations & Warranties. The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Sellers until legal title has passed or possession has been given to Buyer.

8. **Possession.** Sellers agree to give Buyer possession and occupancy of the Property at the time of settlement. Sellers will deliver the Property in substantially the same physical condition as of the date of their execution of this Contract but free of Sellers' personal property and all junk, trash and debris.

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Sellers' expense by Sellers, which shall convey the Property to Buyer. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and 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.

Sellers shall provide Buyer with a draft of the deed in advance of settlement for its review and approval. Should Sellers desire that Buyer draft the deed, Sellers should notify the City Solicitor accordingly.

11. **Agency/Real Estate Commission.** Sellers and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than forty-five (45) days the effective date of this Contract.

13. **Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a

Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract.:

- () Property Disclosure Statement
- (X) Property Disclaimer Statement

14. Documentary Stamps, Recordation, Transfer Taxes. All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be split evenly between the parties.

15. Lead Based Paint Hazards. Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Sellers represent and warrant to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Sellers and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Sellers and Buyer. Sellers and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Sellers acknowledge by their respective initials below that they have read and understand the provisions of this section.

 Buyer's Initials  Sellers' Initials

16. Assignability. This Contract may not be assigned without the written consent of Seller, said consent not to be unreasonably withheld.

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

18. Entire Agreement. This Contract and any addenda thereto contain 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.

19. Maryland Law Applies. This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commence in an inconvenient forum or one that lacks proper venue.

20. Breach of Contract and Default. Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto 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 Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for reasonable attorneys' fees incurred as a result of the default.

21. Binding Effect. This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

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

23. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. 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 CONTRACT.

24. **Counterparts.** This Contract 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.

25. **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 Contract. Once said facsimile and/or other electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Contract 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; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

[Redacted signature line]

By: [Redacted signature line]
Brian K. Grim

[Redacted signature line]

Date

[Handwritten signature of Richard E. Irvin]

[Handwritten signature of Gregory Stup]

Gregory Stup

[Redacted signature line]
7/24/15

Date

RICHARD E IRVIN
Notary Public
Frederick County
Maryland
My Commission Expires July 26, 2017

[Handwritten signature of Richard E. Irvin]

[Handwritten signature of Denise C. Stup]

Denise Stup

[Redacted signature line]
7/24/15

Date

RICHARD E IRVIN
Notary Public
Frederick County
Maryland
My Commission Expires July 26, 2017

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

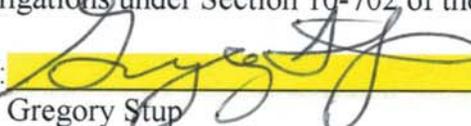
Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish the buyer either (A) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or (B) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale; otherwise complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address: 513 Maryland Ave., Cumberland, MD 21502
 Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 1403, Page 560

The undersigned owner(s) of the real property described above make no representations or warranties to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property "as is" with all defects which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Sellers:



 Gregory Stup

Date:

7/24/15



 Denise Stup

Date:

7/24/15

Buyer acknowledges receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Buyer:

 Mayor and City Council of Cumberland,
 by Brian K. Grim, Mayor

Date:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Sellers' Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Sellers have no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i) Sellers have provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Sellers have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

- (i) ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

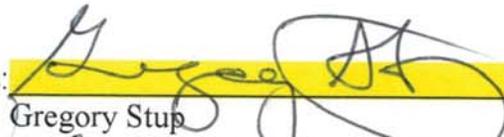
(f) ___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Date: _____

Sellers:  _____
Gregory Stup

Date: 7/24/15

 _____
Denise Stup

Date: 7/24/15



Regular Council Agenda
August 4, 2015

Description

Order accepting the bid from Billy Bender, Inc. for one (1) 2105 Chevrolet Silverado Truck in an amount not to exceed \$35,796.00 to be purchased through the City's cooperative purchasing agreement with National Joint Power Alliance (NJPA)

Approval, Acceptance / Recommendation

- Budgeted

- 1st Reading
- 2nd Reading
- 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: August 4, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT the bid from Billy Bender Chevrolet, Inc. to supply the One (1) 2015 Chevrolet Silverado Truck in an amount not to exceed Thirty-five Thousand, Seven Hundred Ninety-six Dollars and No Cents (\$35,796.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this vehicle shall be purchased through the City's cooperative purchasing agreement with National Joint Power Alliance (NJPA), pursuant to Section 2-171(b) of the Code of the City of Cumberland.

Brian K. Grim, Mayor

Fund: 002.220.64000 Water Distribution



BILLY BENDER CHEVROLET, Inc.



10355 Mt. Savage Road NW
 Cumberland, MD 21502
 301-777-5115

Mayor & City Council

1/22/2015

PURCHASER'S NAME: Cumberland City Hall Plaza 57 N. Liberty Street P.O. BOX 1702
 DATE OF BIRTH: _____ DATE: 21502

STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

() -

RESIDENCE PHONE

BUSINESS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING
 NEW USED CAR TRUCK MPV VAN

YEAR: 2015 MAKE: CHEVROLET

MODEL OR SERIES: SILVERADO BODY TYPE: 4 DOO

COLOR: SUMMIT WHI TRIM

SERIAL NO. 1GB2KUEG9F2515717

MILEAGE: 133 DELIVERY DATE: 1/22/2015

SALESMAN: ANGIE LONG STOCK NO. 5144

USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN

YEAR: _____ MODEL: _____ BODY: _____

TITLE NO. _____ PLATE NO. _____

MILEAGE _____ EXP. DATE _____

SERIAL NO. _____

COLOR _____ TRANS. _____ CYL. _____

BALANCE OWED TO

ADDRESS

PAY OFF AMT. _____ AMT. PER DAY _____ PAY OFF EXPIRES _____

GROSS TRADE-IN ALLOWANCE \$ N/A

BALANCE OWED ON TRADE-IN \$ N/A

NET ALLOWANCE ON USED TRADE-IN \$ N/A

MANUFACTURER'S REBATE ASSIGNED TO DEALER \$ N/A

CASH WITH ORDER DEPOSIT COD \$ N/A

TOTAL CREDIT (Transfer to right column) \$ N/A

CASH DELIVERED PRICE OF VEHICLE	\$ 28,677.00
FOR EQUIPMENT - SEE MONRONEY	
STICKER PROVIDED	
SERVICE CONTRACT	\$ N/A
GUARANTEED AUTO PROTECTION	\$ N/A
ACCESSORIES <small>MODEL 696</small>	\$ 7,000.00
INS. CO. FRIE NOS EXCHANGE	
INS. AGENT LIVENGOOD DEVORE	
PHONE NO.	
POLICY NO. 0070140318	
INS. EFF. DATE	
DEALER PROCESSING CHARGE (not required by law)	99.00
CASH PRICE OF VEHICLE & ACCESSORIES	\$35,776.00
STATE AND LOCAL TAXES %	\$ N/A
<input type="checkbox"/> License <input type="checkbox"/> Title <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Temp. Plates	\$ 20.00
<input type="checkbox"/> Record Leln <input type="checkbox"/> Add'l. Weight <input type="checkbox"/> Tira Recycle <input type="checkbox"/> VSI	\$ N/A
TOTAL PRICE OF UNIT	\$35,796.00
TOTAL CREDIT (Transferred from left column)	\$ N/A
UNPAID CASH BALANCE DUE ON DELIVERY	\$35,796.00

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE: *[Signature]*
 ACCEPTED BY: _____ (DEALER)
 PER: *[Signature]* (NAME AND TITLE) DATE: 1-22-15



Regular Council Agenda
August 4, 2015

Description

Order accepting the bid of Arnolds Lawn Care for the 2015 Grass Mowing Contract - Residential City-Owned Properties (04-15-M) in the estimated unit cost of \$48,600

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award City Project 04-15-M to the apparent low responsive bidder, Arnolds Lawn Care, in the estimated unit cost of \$48,600.00. There was one other bid received from JK&S Cleaning in the amount of \$59,400.00.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$48,600.00

Source of Funding (if applicable)

001.078.20100

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

ORDER NO. _____

DATE: August 4, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT the bid of Arnold's Lawn Care for the 2015 Grass Mowing Contract – Residential City-Owned Properties (No. 04-15-M) be and is hereby accepted in the estimated unit cost of Forty-eight Thousand, Six Hundred Dollars and No Cents (\$48,600.00); and

BE IT FURTHER ORDERED, that all other bids received for this project be and are hereby rejected.

Brian K. Grim, Mayor

Order of Bids:

Company	Total Bid
Arnolds Lawn Care	\$48,600.00
JK&S Cleaning	\$59,400.00

Fund: 001.078.20100

Project Information

Project Title: 2015 Grass Mowing Contract - Residential Properties
 Project Description: Mowing of Residential City Owned Properties
 City Project: 04-15-M

Bid Opening

Date and Time: May 27, 2015 @ 2:30 PM
 Location: Council Chambers, City Hall, Cumberland, MD 21502

			JK& S Cleaning 15414 Iron Rail St Cumberland, MD 21502		Arnold Lawn Care 143 E. Offutt Street Cumberland, MD 21502	
LOCATION	UNITS	Est. # of cuttings per contract	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION
Mt Vernon Baltimore Ave Steps	EACH	20	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00
Pine Ave at Central Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
Grand Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
7-9 Arch Street	EACH	20	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
Evergreen Terrace & 730 Bedford Street	EACH	20	\$ 100.00	\$ 2,000.00	\$ 90.00	\$ 1,800.00
Braddock RD @ Greene Street	EACH	20	\$ 60.00	\$ 1,200.00	\$ 30.00	\$ 600.00
Liberty Gardens @ Central Ave	EACH	20	\$ 60.00	\$ 1,200.00	\$ 75.00	\$ 1,500.00
313 Broadway Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
Buckingham Dr and Windsor RD	EACH	20	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
Baltimore Ave & Goethe Street	EACH	20	\$ 250.00	\$ 5,000.00	\$ 180.00	\$ 3,600.00
Williams RD @ Old Williams RD	EACH	20	\$ 65.00	\$ 1,300.00	\$ 60.00	\$ 1,200.00
Seton Drive @ Bishop Walsh RD	EACH	20	\$ 30.00	\$ 600.00	\$ 20.00	\$ 400.00
Kentucky Ave @ New Hampshire Ave	EACH	20	\$ 70.00	\$ 1,400.00	\$ 80.00	\$ 1,600.00
Brooke Ave next to 600 Washington Street	EACH	20	\$ 40.00	\$ 800.00	\$ 70.00	\$ 1,400.00
Arch St @ 1st Street	EACH	20	\$ 40.00	\$ 800.00	\$ 35.00	\$ 700.00
113-115- Independence Street	EACH	20	\$ 70.00	\$ 1,400.00	\$ 50.00	\$ 1,000.00
106 W First Street	EACH	20	\$ 50.00	\$ 1,000.00	\$ 35.00	\$ 700.00
27 Ridgeway Terr	EACH	20	\$ 80.00	\$ 1,600.00	\$ 30.00	\$ 600.00
319-321 Columbia Street	EACH	20	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
910 Maryland Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00
Columbia Street Addresses	EACH	20	\$ 80.00	\$ 1,600.00	\$ 100.00	\$ 2,000.00
231 Henderson Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
606 Hill Street	EACH	20	\$ 40.00	\$ 800.00	\$ 60.00	\$ 1,200.00
332-334 Davidson Street	EACH	20	\$ 80.00	\$ 1,600.00	\$ 40.00	\$ 800.00
130 Columbia Street	EACH	20	\$ 40.00	\$ 800.00	\$ 60.00	\$ 1,200.00
659-661 Greene ST to Billboards	EACH	20	\$ 50.00	\$ 1,000.00	\$ 125.00	\$ 2,500.00
547 Eastern Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00
534-536 Columbia Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00
Baker Street	EACH	20	\$ 90.00	\$ 1,800.00	\$ 60.00	\$ 1,200.00

446 Bond Street	EACH	20	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
Chestnut St @ Independence St	EACH	20	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
451 Pine Ave	EACH	20	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
Frederick Street Fire Station	EACH	20	\$ 70.00	\$ 1,400.00	\$ 50.00	\$ 1,000.00

Part 1 Bid \$ \$ 40,900.00 \$ 35,800.00

JK& S Cleaning 15414 Iron Rail St Cumberland, MD 21502					
LOT SIZE	UNITS	A Est # of Properties	B UNIT PRICE PER CUTTING	C Est # of Cuttings	TOTAL COST (AxBxC)
1-7,500 SF	EACH	9	\$ 75.00	20	\$ 13,500.00
7,501 - 15,000 SF	EACH	1	\$ 250.00	20	\$ 5,000.00

PART 2 BID \$ \$ 18,500.00

JK&S Cleaning

Total BID

\$ 59,400.00

Arnold Lawn Care 143 E. Offutt Street Cumberland, MD 21502					
LOT SIZE	UNITS	A Est # of Properties	B UNIT PRICE PER CUTTING	C Est # of Cuttings	TOTAL COST (AxBxC)
1-7,500 SF	EACH	9	\$ 60.00	20	\$ 10,800.00
7,501 - 15,000 SF	EACH	1	\$ 100.00	20	\$ 2,000.00

PART 2 BID \$ \$ 12,800.00

Arnold Lawn Care

Total Bid

\$ 48,600.00



Regular Council Agenda
August 4, 2015

Description

Order accepting the proposal from Biser's Lawncare & More for the 2015 Grass Mowing Contract for Non -Residential City-Owned Properties (Project No. 07-15-M) in the estimated unit cost of \$31,100

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award the 2015 Grass Mowing Contract, Non-Residential City-Owned Properties (Project No. 07-15-M) to Biser's Lawncare & More as the lowest, most responsive bidder, in the estimated unit cost of \$31,100. Two others bids were received; one from JK&S Cleaning in the amount of \$47,400.00 and one from Arnold's Lawn Care in the amount of \$37,200.00.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$31,100.00

Source of Funding (if applicable)

001.032.20100

001.048.20100

002.230.20100

001.078.20100

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

ORDER NO. _____

DATE: August 4, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT the bid of Biser Lawncare and More, 14401 Spruce Springs Road, Cresaptown, MD 21502, for the 2015 Grass Mowing Contract – Non-Residential City-Owned Properties (No. 07-15-M), be and is hereby accepted in the estimated unit cost of Thirty-one Thousand, One Hundred Dollars and No Cents (\$31,100.00); and

BE IT FURTHER ORDERED, that all other bids received for this project be and are hereby rejected; and

Brian K. Grim, Mayor

Order of Bids:

Company	Total Bid
Biser Lawncare and More	\$31,100
Arnolds Lawncare	\$37,200
JK&S Cleaning	\$47,400

Fund: 001.032.20100
 001.048.20100
 002.230.20100
 001.078.20100

Project Information

Project Title: 2015 Grass Mowing Contract - Non Residential Properties
 Project Description: Mowing of Non Residential City Owned Properties
 City Project: 07-15-M

Bid Opening

Date and Time: May 27, 2015 @ 2:30 PM
 Location: Council Chambers, City Hall, Cumberland, MD 21502

			JK& S Cleaning 15414 Iron Rail St Cumberland, MD 21502		Arnold Lawn Care 143 E. Offutt Street Cumberland, MD 21502		Biser Lawn Care & More 14401 Spruce Springs RD Cresptown, MD 21502	
LOCATION	UNITS	Est. # of cuttings per contract period	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION
McMullen Bridge/ Giaritta Park	EACH	20	\$ 250.00	\$ 5,000.00	\$ 325.00	\$ 6,500.00	\$ 400.00	\$ 8,000.00
High Bedford Street	EACH	20	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 60.00	\$ 1,200.00
Chamber of Commerce & City Hall	EACH	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 50.00	\$ 1,000.00
Lamont Street	EACH	20	\$ 250.00	\$ 5,000.00	\$ 175.00	\$ 3,500.00	\$ 150.00	\$ 3,000.00
Queen City Drive	EACH	20	\$ 120.00	\$ 2,400.00	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00
Ridgedale Reservoir and Pump Station	EACH	20	\$ 500.00	\$ 10,000.00	\$ 200.00	\$ 4,000.00	\$ 255.00	\$ 5,100.00
Oldtown RD @ White Oaks Plaza	EACH	20	\$ 100.00	\$ 2,000.00	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00
Public Safety Building	EACH	20	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 85.00	\$ 1,700.00
Memorial Hospital Campus	EACH	20	\$ 500.00	\$ 10,000.00	\$ 300.00	\$ 6,000.00	\$ 200.00	\$ 4,000.00
Memorial Hospital Parking Areas	EACH	20	\$ 150.00	\$ 3,000.00	\$ 100.00	\$ 2,000.00	\$ 85.00	\$ 1,700.00
Fort Hill Reservoir	EACH	20	\$ 200.00	\$ 4,000.00	\$ 150.00	\$ 3,000.00	\$ 85.00	\$ 1,700.00
Total Bid				\$ 47,400.00		\$ 37,200.00		\$ 31,100.00