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

AGENDA

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

DATE 11/17/2015

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclamation declaring November 28, 2015 to be Small Business Saturday

(B) Proclamation declaring November, 2015 to be Municipal Government Month

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Certificate of Recognition presented to the 2015 Allegany Marching Band for capturing its 16th consecutive Chapter Championship and placing Runner-up in Group II Open at the Atlantic Coast Championships, with Best Color Guard for the third consecutive year

(B) Presentation from HDR, Inc. and CSX regarding the findings of the West Side Traffic Study

(C) Update from Kathy McKenney, Historic Planner, on the status of the Community Legacy funded Neighborhood Restoration Project

(D) Update on Downtown Development Commission activities from Jennifer Light, DDC Executive Director, and Steve Leyh, DDC Promotions Director

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for October, 2015

(B) Fire

1. Fire Department monthly report for October, 2015

(C) Public Works

1. Engineering Division monthly report for October, 2015

2. Maintenance Division monthly report for October, 2015

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of September 15 and October 6, 2015

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of September 15, 2015

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to transfer 534-536 Columbia Avenue to Nazir Gul for the purchase price of $0.00 and certain contingencies for rehabilitation

VII. NEW BUSINESS

(A) Ordinances

1. Ordinance (*1st reading*) - authorizing the execution of a Deed to transfer property at 106 W. First Street to Caitlyn D. Rodenhauser for the purchase price of $500

(B) Resolutions

1. Resolution *(1st reading)* - authorizing the adoption of the July 13, 2015 amendment of Chapter VIII of the Cumberland 2013 Comprehensive Plan, entitled "Economic Development and Revitalization"

2. Resolution authorizing certain businesses located in the Gateway Enterprise Zone to receive tax credits for the 2016-2017 tax year

(C) Orders (Consent Agenda)

1. Order accepting the donation of 105-107 Fifth Street (Allegany Co. Land Records Book 620, Page 271) from Marna Sue Cavey and Tracy Lee Cavey (AKA Tracy Lee) and authorizing the execution of documents to effect the transfer

2. Order accepting the donation of 349 Davidson Street (Allegany Co. Land Records Book 579, Page 58) from Lawrence E. Geiger, Jr. and authorizing the execution of documents to effect the transfer

3. Order authorizing payment of up to $48,000 to Mannheim Corporation for work being completed in conjunction with the Canal Place Preservation & Development Authority (CPPDA) project on Canal Street; these costs will be reimbursed to the City through Maryland Bikeways Grant funding

4. Order authorizing the City Administrator to execute Change Order No. 5 for the Memorial

Hospital Demolition Project (19-12-M) in the decreased amount of $2,041.47 to provide credit for certain items in previous Change Order Nos. 1 and 2

5. Order authorizing the execution of an Encroachment Agreement with Martha Ruth Murray, owner of 218 Cumberland Street, to allow for the construction of a retaining wall in the public right of way of Spruce Alley, measuring 3 ft. wide by 45 ft. long

6. Order authorizing the Chief of Police to accept a Maryland Police and Correctional Training Commission Grant in the amount of $1,250.00 for the purchase of defensive tactics equipment for training purposes

7. Order authorizing the execution of a Grant Agreement with the MD Department of Planning to provide up to $13,300 in funding for cultural programming in the Canal Place Heritage Area and committing matching contributions from the City

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

IX. ADJOURNMENT

Regular Council Agenda
November 17, 2015

Description
Proclamation declaring November 28, 2015 to be Small Business Saturday

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, *independently owned small businesses are the building blocks that help establish the identity of a neighborhood and reinforce the economic stability of a community; and*

WHEREAS, *the City of Cumberland is proud to support the many shops, restaurants and service businesses in our community that are owned and operated by family, neighbors and friends; and*

WHEREAS, *for each dollar spent at a locally owned independent store, 68-cents stays in the community through taxes, payroll and other expenditures, as compared to 43-cents from a national chain; and, likewise, for each dollar spent shopping online, zero-cents in local sales tax is generated; and*

WHEREAS, *in recognition of this important economic influence, "Small Business Saturday" was founded in 2010 by American Express and officially recognized by the U.S. Senate in 2011 as a means to encourage holiday shoppers to purchase gifts and dine on the Saturday after Thanksgiving at locally owned and operated businesses that function as the "heartbeat of our communities;"*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim November 28, 2015 to be

"Small Business Saturday"

and do urge all citizens to "Shop Small" and support the local small businesses that we value for their contribution to our community.

Given under our Hands and Seals this 17th day of November, in the Year 2015, with the Corporate Seal of the City of Cumberland hereto attached, duly Attested by the City Clerk.

ATTEST:

Marjorie A. Woodring
City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

Brian K. Grim
Mayor

Regular Council Agenda
November 17, 2015

Description
Proclamation declaring November, 2015 to be Municipal Government Month

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *The City of Cumberland was established by an act of the Maryland General Assembly in 1815 and now stands as the County Seat of Allegany County; and*

WHEREAS, *Municipal government has historically fostered a strong foundation for government service and cooperation at the county, state, and federal levels of government and represents the most responsive level of government, allowing citizens direct access to their elected officials; and*

WHEREAS, *Municipalities work to enhance the quality of life of residents by providing services such as public safety, public works, planning and zoning, water and waste services, historical preservation, election processes, and parks and recreation; and*

WHEREAS, *In an effort to educate citizens about municipal government and the importance of taking part in the local civic process, the Mayor and City Council of Cumberland are proud to promote municipal government awareness.*

NOW, THEREFORE, I, BRIAN K. GRIM,
ON BEHALF OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND,
do hereby proclaim the month of November, 2015 to be

"MUNICIPAL GOVERNMENT MONTH"

GIVEN UNDER OUR HANDS AND SEALS THIS 17TH DAY OF NOVEMBER, 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 # 2

Regular Council Agenda
November 17, 2015

Description

Certificate of Recognition presented to the 2015 Allegany Marching Band for capturing its 16th consecutive Chapter Championship and placing Runner-up in Group II Open at the Atlantic Coast Championships, with Best Color Guard for the third consecutive year

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 17, 2015

Description
Presentation from HDR, Inc. and CSX regarding the findings of the West Side Traffic Study

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 17, 2015

Description

Update from Kathy McKenney, Historic Planner, on the status of the Community Legacy funded Neighborhood Restoration Project

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 17, 2015

Description

Update on Downtown Development Commission activities from Jennifer Light, DDC Executive Director, and Steve Leyh, DDC Promotions Director

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 17, 2015

Description
Police Department monthly report for October, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

October 2015

Item # 7

City of Cumberland Department of Police

Monthly Report

October 2015

Part 1 Crimes for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Aggravated Assaults	3	1	B & E (All)	35	30	Murder	0	0	Rape	2	1
Robbery	0	6	Theft - Felony	2	4	Theft - Vehicle	2	2			

Selected Criminal Complaints for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Theft - Misdemeanor	45	49	Theft - Petty	60	32	Domestic Assaults	36	17	CDS	31	48
Disturbances	186	219	DOP/Vandalism	50	39	Indecent Exposure	4	2	Sex Off - Other	6	2
Suicide	0	0	Suicide - Attmpt.	0	1	Tampering M/V	0	0	Abuse - Child	2	2
Trespassing	16	25	Assault on Police	2	0	Assault Other	50	42			

Selected Miscellenous Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alcohol Volations	8	2	Juvenile Compl.	18	17	Missing Persons	13	11	School Resource	96	69
School Threat	0	2	Sex Off. Regist.	28	32	Truancy	12	11	Death Investigation	11	4

Selected Traffic Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
DWI	7	6	Hit & Run	30	30	M/V Crash	94	92	Traffic Stop	319	266

Selected Service Calls for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alarms	72	52	Assist Motorist	46	45	Check Well-Being	80	98	Foot Patrol	60	41
Assist Other Agency	52	69	Bike Patrol	1	1	Special Events	19	19	Suspicious Activity	85	70

Arrests Totals for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
M/V Citations	56	69	M/V Warnings	245	210	Adult Crim.	143	129	Juvenile Crim.	25	15

	2014	2015
Total Incidents Reported :	**2,510**	**2,144**

Charles Hinnant - Chief of Police

Item # 7

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

OCTOBER 2015

SWORN PERSONNEL: 51 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	10 officers
Squad 2B	8 officers
C3I/C3IN	6 officers
School Resource	1 officers
Academy	3 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

LEAVE REPORT

VACATION TAKEN: 839 HOURS — YEAR TO DATE (beginning 7/1/15): 3391 HOURS

COMP TIME USED: 115 HOURS — YEAR TO DATE (beginning 7/1/15): 731 HOURS

SICK TIME USED: 348 HOURS — YEAR TO DATE (beginning 7/1/15): 1064 HOURS

OVERTIME REPORT

OVERTIME WORKED: 858 HOURS — YEAR TO DATE (beginning 7/1/15): 2216 HOURS

HOSPITAL SECURITY: 145 HOURS — YEAR TO DATE (beginning 7/1/15): 355 HOURS

COURT TIME WORKED: 111 HOURS — YEAR TO DATE (beginning 7/1/15): 522 HOURS

TRAINING REPORT

45 OFFICERS TRAINED FOR 317 HOURS — YEAR TO DATE (beginning 7/1/15) 1478 HOURS

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

OCTOBER 2015

On 10/31/15 The CPD Cumberland Emergency Response Team (CERT) assisted the Allegany County Narcotics Unit with the service of 2 search warrants in the Lonaconing area which resulted in the arrest of 2 people and the recovery of a substantial quantity of illegal drugs.

10/14/15 CPD units responded to the Artmor Plastic building on Will's Mountain at the request of the Sheriff's Office for a report of a burglary. Upon arrival it was discovered to be a destruction of property, CPD units stood by until the Sheriff's unit arrived to conduct an investigation.

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

October 2015 totals for warrant initiative, broken down by agency:

CPD	2 arrests	2 warrants served	
ACSO	1 arrest	1 warrant served	
MSP	0 arrests	0 warrants served	
FPD	3 arrests	3 warrants served	
C3I	4 arrests	3 warrants served	1 criminal summons served
C3IN	0 arrests	0 warrants served	
OTHER	0 arrests	0 warrants served	
TOTALS	**10 arrests**	**9 warrants served**	**1 criminal summons served**

Of these, Detective David Broadwater arrested 10 people and served 26 warrants and 1 criminal summons.

He opened 3 "Fugitive" investigations, 1 Assist Other Agency investigation, and made arrests in 5 existing cases, for a total of 9 cases generated for the month.

SIGNIFICANT CASES:

1.) On 10/26/2015 the Frostburg Police contacted Detective Broadwater requesting his assistance in locating a suspect wanted for Burglary, Assault, and related charges as a result of a home invasion which had occurred there over the weekend. Detective Broadwater found out the suspect was a student at Allegany College of Maryland. He obtained his address and class schedule. With the assistance of the Allegany County Sheriff's Office he responded to the address and was able to take the suspect into custody without incident that same day.

Regular Council Agenda
November 17, 2015

Description
Fire Department monthly report for October, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

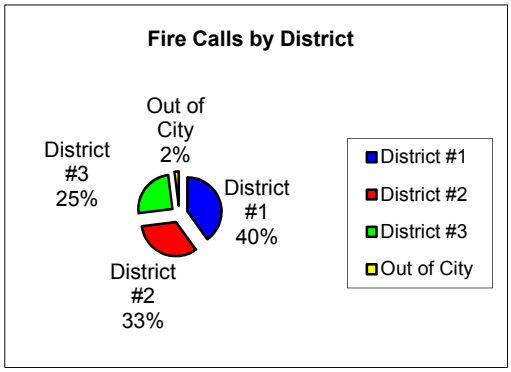
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF OCTOBER, 2015
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 100 Fire Alarms:

Responses by District:

District #1	40
District #2	33
District #3	25
Out of City	2
	100



Number of Alarms:

First Alarms Answered	99
Second Alarms Answered	1
	100

Calls Listed Below:

Property Use:

Public Assembly	0
Educational	2
Institutional	9
Residential	49
Stores and Offices	2
Storage	1
Special Properties	37
	100

Type of Situation:

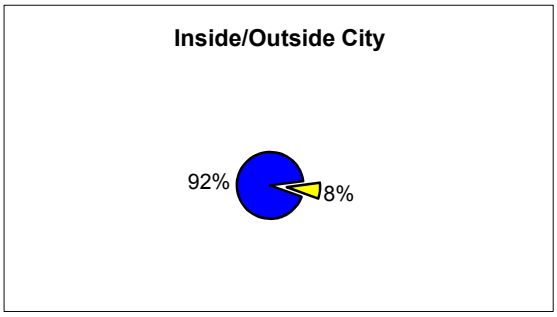
Fire or Explosion	7
Overpressure	1
Rescue Calls	50
Hazardous Conditions	15
Service Calls	3
Good Intent Calls	12
False Calls	12
	100

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in October:	$0.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$5,860.00
Fire Service Fees for Fire Calls Paid in October:	$310.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$460.00
Total Fire Service Fees Paid in FY2016:	$1,380.00

Fire Service Fees for Inspections and Permits Billed in October:	$50.00
Fire Service Fees for Inspections and Permits Paid in October:	$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$200.00

Cumberland Fire Department Responded to 455 Emergency Medical Calls:

In City Calls	420
Out of City Calls	35
Total	455



Total Ambulance Fees Billed by Medical Claim-Aid for October:	$172,272.14
Ambulance Fees Billed Fiscal Year to Date:	$466,088.46
Ambulance Fees Paid:	
Revenue Received in October:	$110,986.49
FY2016 Fees Paid in FY2016:	$249,166.70
Total Ambulance Fees Paid in FY2016:	$392,013.36

(Includes all ambulance fees, previous and current fiscal years, paid in FY2016.)

Cumberland Fire Department Provided 13 Mutual Aid Calls:

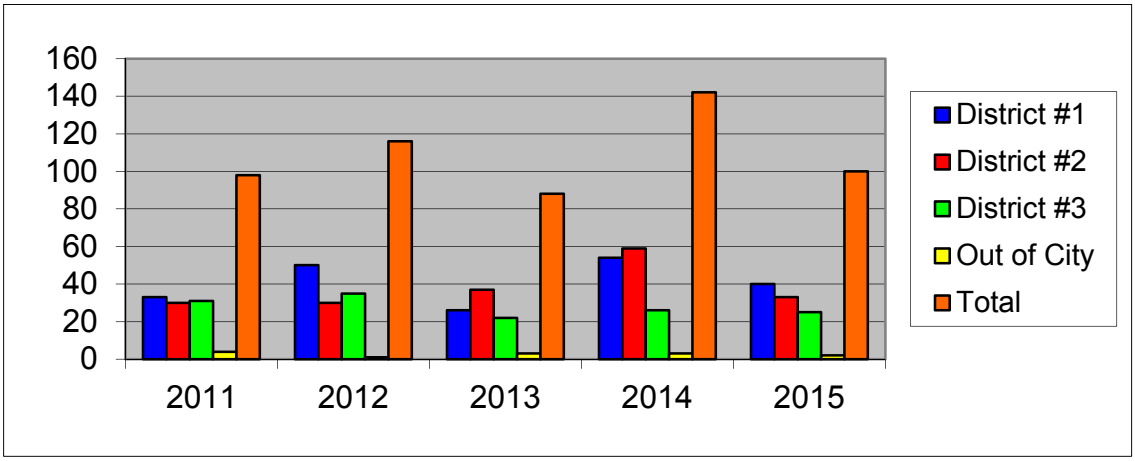
12	Mutual Aid Calls within Allegany County
1	Mutual Aid Calls outside of Allegany County
13	

Cumberland Fire Department Provided 22 Paramedic Assist Calls:

15	Paramedic Assist Calls within Allegany County
7	Paramedic Assist Calls outside of Allegany County
22	

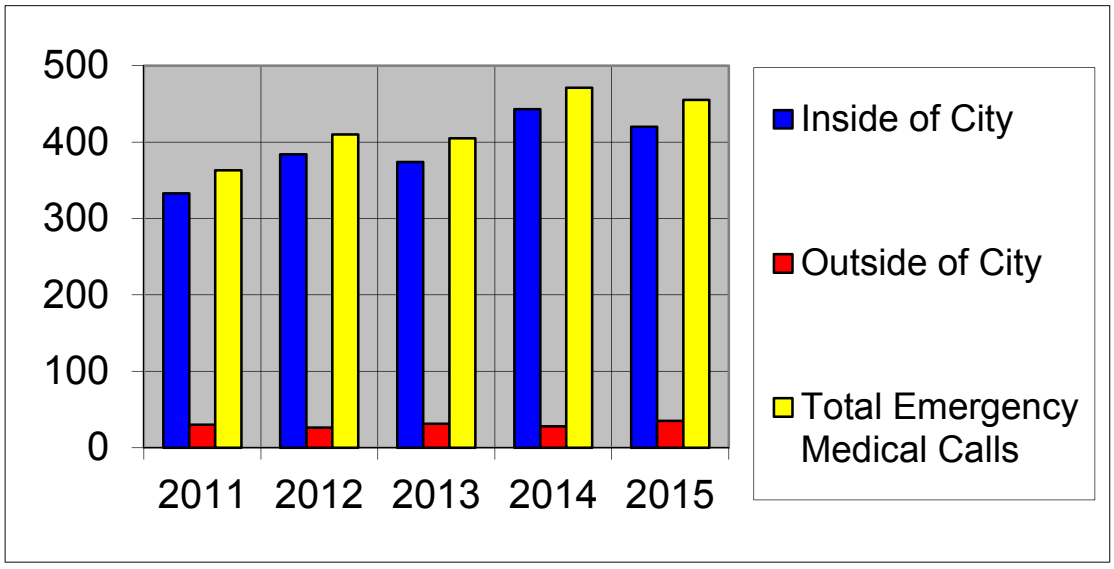
Fire Calls in the Month of October for a Five-Year Period

	2011	2012	2013	2014	2015
District #1	33	50	26	54	40
District #2	30	30	37	59	33
District #3	31	35	22	26	25
Out of City	4	1	3	3	2
Total	98	116	88	142	100



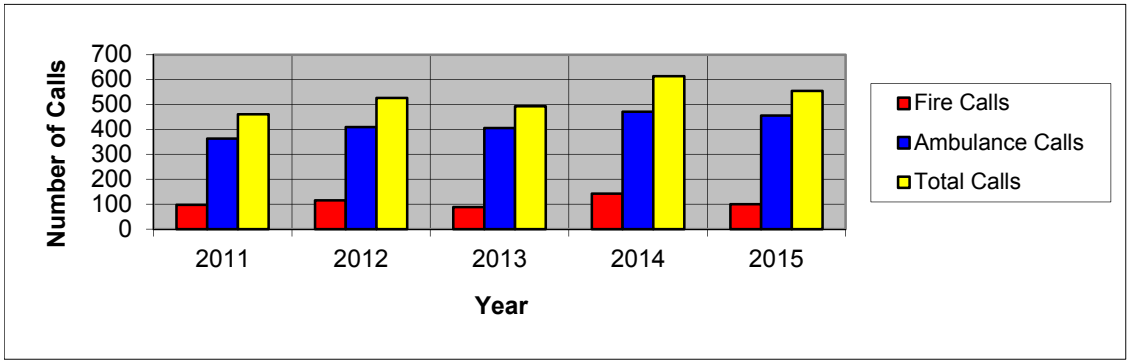
Ambulance Calls in the Month of October for a Five-Year Period

	2011	2012	2013	2014	2015
Inside of City	333	384	374	443	420
Outside of City	30	26	31	28	35
Total Emergency Medical Calls	363	410	405	471	455



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

	2011	2012	2013	2014	2015
Fire Calls	98	116	88	142	100
Ambulance Calls	363	410	405	471	455
Total Calls	461	526	493	613	555



Training

Training Man Hours: 104.00 Man Hours

Training Listed Below:

Apparatus Check Procedures	32.00
BLS Pharmacology	16.00
Ladder Training	16.50
Street Location	8.00
Physical Fitness	9.00
Site Operations	16.50
Water Supply	6.00
	104.00

Fire Prevention Bureau

Pre-Plans by Crews	6
Complaints Received	4
Conferences Held	38
Correspondence	7
Inspections Performed	1
Investigations Conducted	15
Plan Reviews	4

Personnel

Nothing to report.

Statistics Compiled by Julie Davis, Fire Administrative Officer

Regular Council Agenda
November 17, 2015

Description
Engineering Division monthly report for October, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2015	
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	**No Change** - Allegany County Tourism has take the lead role in this project. A meeting to review this project has been scheduled for August 14, 2014 and another meeting will be schedule to review it at a Mayor and City Council Meeting in September.	JDF	8/4/2014
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Funding	**UPDATE -** The design work on this project is nearly complete but has been delayed because of other Department work. Our current plan is to finalize plans in December and bid the project in January 2016 for construction in the summer of 2016.	JDF	11/5/2015
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	MDE visited the site on October 1 and indicated that the basketball court could be included in the funding for this project. It appears possible that this project will be funded next FY. This project is now eligible for BRF Funding in FY'2017.	JDF	10/5/2015
2011	24-11-W	Water Line Extension From MD 144 to Ali Ghan Shrine Club	Add water line supply as part of a proposed Love's Country Store Development.		**UPDATE** - This project is now complete, but will remain in our report until Love's is complete and we receive as-built drawings.	JDF	10/5/2015
2011	25-11-SWM	25-11-SWM Love's Country Store and Travel Stop	SWM review for a proposed development	Construction	**NO CHANGE** - Construction continues. Awaiting SWM as-built documentation.	PJD	10/30/2015
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction	**UPDATE** - Some minor work remaining, and SHA closeout paperwork to process. The State also inspected the project for ADA compliance and found some issues that will need to be addressed.	JDF	11/5/2015
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Design	Center Street paving was included in CDBG funding package. The current plan is to mill and pave Centre Street and Valley Street under the IA Contract, then to install pavement markings and signs along with the Frederick Street / Bedford Street Bike Improvement Project. CDBG Funding and NEPA review has to be completed. CDBG Funds won't be approved until November, so this project will have to be put until spring of 2016.	JDF	10/5/2015
2012	19-12-M	Demolition of Memorial Hospital	Demolish the site and restore to grade contours, except for portions of structures that are going to be turned over to other entities for their use.	Construction	Contract is complete except for removal of S & EC devices.	PJD	10/30/2015
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**NO CHANGE** - Specifications 90% complete. Design drawings approximately 60% complete.	PJD	10/30/2015
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Final SWM submittal and O & M agreement approved.	PJD	10/30/2015
2013	5-13-WFP	Sodium Hypochlorite Conversion	Investigate feasibility of converting from usage of chlorine gas to sodium hypochlorite.	Construction	Project is nearing completion. DEP inspection scheduled for 11/5/2015.	PJD	10/30/2015

Item # 9

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2015	
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Design	State has requested some revisions, but in general the plans are approved and we need to bid the project. Paving is planned for November on Frederick Street, which will allow for better lane markings near Decatur Street, but the actual installation in not expected until warmer weather next year.	JDF	11/5/2015
2013	21-13-BR	West Side Planning Study related to CSX Bridges	A planning study to determine the best alternative to handle traffic over and under CSX track in the West Side and also provide modern clearance over CSX tracks.	Planning	**UPDATE** - A brief presentation of the study will be made a Mayor and City Council Meeting in the future (November 17,2015).	JDF	11/5/2015
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	**UPDATE-** Preliminary plans and more discussion expected in October 2015.	JDF	10/5/2015
2014	10-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Design	Work began in October in conjunction with a project at Canal Place. The project is funded by Maryland Bikeway Grant Funds and the City will be invoiced directly, then request reimbursement from Maryland SHA. Authorization is needed	JDF	11/5/2015
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Contract awarded to EADS. Site Survey to begin early in November.	PJD	10/30/2015
2014	17-14-M	Demolition of East Side School		Construction	Site seeded and mulched; S&EC devices will be removed when grass established. Work is essentially complete	PJD	11/2/2015
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	**NO CHANGE** - Final SWM submittal and O & M agreement approved.	PJD	10/30/2015
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	The Design Report from Alta Planning + Design is expected to be submitted in draft form in July. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed. A brief presentation on this project will be made at a Mayor and City Council Meeting in the Future. That presentation has not yet been scheduled.	JDF	11/5/2015

Item # 9

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2015	
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**NEW UPDATE** Energy Reduction & Renewable Energy Policies were adopted by M&CC as resolutions in October. Planning document was drafted in October and submitted to MEA/UMD Staff for editing and recommendations. The City has met all the deliverable obligations on time (by November 2, 2015), and will next move to executing an energy reduction project. The City has until June 2016 to expend the MEA grant funds.	RJK	11/4/2015
2015	6-15-SWM	Lee Street Parking Lot	New parking lot for a business located at 300 Washington Street	Construction	**NO CHANGE** Construction is underway	PJD	10/30/2015
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	Allegany County has approved the project and they will manage the MDOT funds for the work. The RFP for the Study was read to go out, but it appears that Canal Place is working on a similar project so it is hoped that the two projects can be merged into one project that will be done by Canal Place with input from the City, County, Chamber, and Corps of Engineers. This project will remain on our list until we know how it will be done.	JDF	10/5/2015
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Planning	SWM Site Development approved	PJD	11/2/2015
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	**NO CHANGE** - Awaiting Site Development Plan submittal	PJD	10/30/2015

Item # 9

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						October 31, 2015	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** Burgmeier's Hauling provided a list of areas that are lacking participation in the curbside recycling program. City staff will work	RJK	4-Nov-15
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs)	Regulatory	**UPDATE** Quarterly reports were received Oct 20. Reports are being evaluated for compliance and surcharge invoices are being issued. Next report due January 20.	RJK	4-Nov-15
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** The watershed data has been collected for the Forest Management Plan. The next step is the analization process.	PTE	15-Oct-15
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**NO CHANGE** Tree removal contract out/awaiting start date.	PTE	4-Nov-15
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**UPDATE** The Forest Management Plan is in the analysis and writing stage.	PTE	4-Nov-15

Item # 9

John:

Here is my planning staff activities report contribution for the month of October 2015. If you should have any questions, please let me know. Thanks.

2013 Comprehensive Plan Implementation – Reviewed and updated status of plan implementation initiatives.

Cumberland Bicycle Advisory Committee – Attended an October 15 Bike Friendly Community Assessment meeting. Canceled the November 12 CBAC meeting due to a lack of agenda items. Responded to an inquiry from a prospective design contractor regarding the status of the proposed Skatepark.

Subdivision/Site Plan Reviews - Reviewed and provided comments on Community Development's draft application checklists and Electronic Changeable Copy Sign Affidavit. Conferred with the project engineer regarding a requested administrative review of a rear yard setback variance for the proposed Roy Rogers.

Zoning Amendment Petitions – Prepared and amended a draft Zoning Text Amendment to address boardinghouse issues. Filed a Zoning Text Amendment application for the proposed amendment.

Planning Commission Administration – Finalized a PowerPoint Slide show presentation and the public comment matrix regarding the 2013 Comp Plan Economic Development Chapter amendment for the October 19 PC meeting. Prepared and finalized the agenda and meeting packet for the October 19 Planning Commission meeting. Attended the October 19 Planning Commission meeting. Prepared a Planning Commission approval letter for SPR 80 – Hampton Inn Site Plan and mailed it to the applicant. Finalized the approved 2016 Planning Commission meeting and application scheduled. Posted a copy of the schedule on the City's web site and mailed copies to all local engineers, surveyors, and architects. Prepared a Planning Commission transmittal letter and packet regarding the 2013 Comprehensive Plan Economic Development Chapter amendment to the City Administrator. Coordinated with the City Clerk to establish an adoption schedule for the draft plan amendment. Reviewed and commented on an adoption resolution for the draft plan amendment prepared by the City Solicitor. Canceled the November 9 Planning Commission meeting due to a lack of agenda items and posted a cancelation notice on the Community Development bulletin board and the City' s Web Site. Confirmed a quorum for the December 14 PC meeting.

Board of Appeals Administration – Attended the October 7 BOA meeting. Prepared a BOA approval letter regarding ZA 128 – Hampton Inn Variance Petition and mailed it to the applicant. Responded to a citizen inquiry regarding the ZA 128 Variance approval. Confirmed the voiding of ZA 117 – 230 Maple Street Parking area variance at the request of the property owner. Canceled the November 4 and 18 BOA meetings due to a lack of agenda items.

MDP/MML Coordination - Attended the October 9 MML/MaCO Joint Planners' meeting in Annapolis.

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

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

Economic Development – Attended the October 6 Heritage Association meeting.

General Transportation Issues/Projects – Attended the October 5 SHA project planning meeting for the U.S. Route 220 Upgrade project. Met with the City Engineer on October 13 to discuss information received at the October 5 U.S. 220 meeting. Coordinated with the City Administrator and Mayor regarding the need for stronger City representation in the U.S. Route 220 project and scheduled a meeting to discuss the relevant issues. Prepared a draft series of talking points regarding the city's position on the U.S. 220 upgrade. Attended the 2015 SHA Annual Tour meeting at the Allegany County Admin. Building. Attended an SHA Scenic Byways Promotion Workshop at Penn Alps and provided workshop materials to the Historic Preservation Planner.

Greene Street Complete Street Plan (19-14-M) – Coordinated with the City Engineer on status of final plan and Mayor and Council meeting date.

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

Zoning Administration – Discussed the Zoning Use classification for a potential mixed use office/assembly use in the B-C Zone. Evaluated current Boarding House zoning definition. Research other zoning ordinances. Prepare a comparative matrix. Met with City Administrator and Code Enforcement staff on October 21 to discuss boardinghouse issues and potential zoning changes. Responded to a citizen seeking access to the approved site plan for Queen City Plaza. Responded to an architect inquiry regarding the city's ADA parking requirements. Responded to a citizen inquiry regarding the status of work on the Friends Aware building renovation/expansion.

Western Maryland Local Government Exchange Board of Directors – Coordinated with Jonathan Kays regarding meeting dates for the 2016 LGE Workshop agenda meeting.

West Side CSX Bridge Study (21-13-BR) – Coordinated with the City Engineer regarding the status of final plan and Mayor and Council meeting date.

Miscellaneous Other Activities – Prepared and submitted a Planning Staff activities report for the month of September. Responded to an inquiry from a University of MD student regarding new housing opportunities and the overall housing market in Cumberland. Moved the Planning Office to a new location and assisted Engineering staff with preparations for painting and carpeting throughout the Engineering office.

Regular Council Agenda
November 17, 2015

Description
Maintenance Division monthly report for October, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT

October 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
OCTOBER 2015

- POTHOLES AND COMPLAINTS
  - Potholed 18 Streets and 6 Alleys using approximately 26 ton of HMA.

- PAVING
  - Placed 535 ton of HMA with Paver on Bishop Walsh Road, East Gate Court, Colby and Overlook.

- UTILITY HOLE REPAIR
  - 14 Water Utility Holes Repairs & 1 Sewer Utility Holes Repair using approximately 2 CY of Concrete and 143 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 8 Traffic Control Signs.
  - Installed/Repaired 7 Street Name Signs.
  - Installed 5 HC Signs and Removed 4 HC Sign.

- SWEEPER
  - Swept 314 curb miles (approx. 120 cubic yards of debris).
  - Hauled 17 tons of debris from sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 24 Service Request.
  - Began Leaf Pick Up with 8 loads of Leaves.

Street Maintenance - October 2015		Oct. 1-3	Oct. 4-10	Oct. 11-17	Oct. 18-24	Oct. 25-31	TOTAL
SERVICE REQUEST COMPLETED		3	2	13	4	2	24
PAVING PERFORMED	TONS	80		140	315		535
CONCRETE WORK	CY					2	2
UTILITY HOLES REPAIRED	WATER	1	7	1	2	3	14
	SEWER				1		1
	CY				0.50	1.00	2
	TONS	80.0	27.0	30.0	1.5	4.5	143
POTHOLES FILLED	STREETS	3	2	11	1	1	18
	ALLEYS			5		1	6
	DAYS						0
	Cold Mix						0
	TONS	2.0	4.0	13.5	1.0	5.0	26
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		3	2		3		8
STREET NAME SIGNS REPAIRED/INSTALLED		4	3				7
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		1			4		5
		2			2		4
PAINTING PERFORMED	BLUE	1			4		5
	YELLOW						0
	RED	2	3				5
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	4	6	6	7	7	30
	MILES	45	70	45	100	54	314
SWEEPER DUMPS HAULED TO LANDFILL	TONS					16.7	17
SALT BARRELLS - Set out/Re-Fill	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS							0
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days						0
Check Drains/Clean Debris	DAYS		1			1	2
LEAF PICK UP	Loads					8	8

Paving
30 ton Water Hole on BW Drive 10/15/15
30 ton on BW Drive Shoulders 10/15/15
80 ton on East Gate Court 10/16/15
135 ton East Gate & Colby 10/20/15
108 ton BW by school 10/21/15
72 ton Overlook 10/22/15

Item # 10

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
OCTOBER 2015

- Constitution Park
  - Prepared Park for Halloween.
  - Brush work and wash clean up.
  - Removed old cross ties and some old playground equipment.
  - Performed maintenance on Playgrounds.
  - Shut pool down and turned water off.

- Mason Complex
  - Cut grass 5 days.
  - Completed Brush Work.
  - Fence repairs.

- Field Work
  - Continued to Line Football and Soccer Fields.
  - Shut Long, Cavanaugh and JC down for winter.
  - Began Brush Work @ Abrams.

- Miscellaneous Work
  - Garbage and Bathrooms are cleaned 3 times a week.
  - Cut grass weekly at other 25 areas.
  - Trimmed hedges @ Vet's Park.

Parks and Recreation Department								
Field Work								
October 2015								
		Line		Spike		Drag		
Flynn								
Nonnennmann								
North Craft								
Bowers								
Galaxy		4						
United		4						
Nonnennmann SF		4						
Bowers FB		4						
United FB		4						
Long								
Abrams								
Cavanaugh		3						
JC								

Parks and Recreation Department					
Grass Cutting					
October 2015					
		P&R			Seasonals
Fairmont		1			
Ridgedale		1			
Springdale		3			
Mason		5			
Park		1			
Long		1			
Cavanaugh		3			
Smith Park		3			
Vets Park		3			
Pine Ave		1			
JC		2			
Valley St Parklet		1			
Abrams		1			
Washington HQ		1			
Sun Dial		1			
Lucys Park		1			
MCS					
Evitts Creek					
Boat Ramp					
Davidson 332-334					
Mullen		1			
500 Block of Maryland Ave.		1			
14 Somerville in Rear		1			
Old HRDC		1			
Rolling Mills Parklet		1			
East Side School					
Goethe					
Pistol Range					
Across from Hartley's		1			
532 Centre St.		1			
305-307 Industrial Blvd.		1			
					Item # 10

Parks and Recreation Department
Miscellaneous Work
October 2015
Removed cross ties from Park and took to landfill 10/1, 10/13, 10/16.
Hauled old playground equipment for back playground to scrap yard 10/2/15.
Trimmed hedges at Vets Park and hauled mulch for LBC.
Completed brush work at Mason.
Secured bottom of fence at Mason.
Lowed and raised flags.
Shut down Long, Cavanaugh, and JC for the winter.
Hauled 2 scoops of mulch to Park playground.
Began brush removal at Abrams.
Water turned off at all locations.

Fleet Maintenance
October 2015

Total Fleet Maintenance Projects	**79**
Street Maintenance	18
Snow Removal	0
DDC	0
CPD	24
Water Distribution	9
P & R Maintenance	4
CFD	1
Sewer	6
Code Enforcement	0
Flood	2
PIP	0
WWTP	0
Engineering	0
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	1
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	12
Field Service Calls	2
Total Work Orders Submitted	**28**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
November 17, 2015

Description
Approval of the Regular Session Minutes of September 15 and October 6, 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

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 9/15/15

***Pledge of Allegiance**

I. ROLL CALL

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

ABSENT: Council Member David Kauffman

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Cpt. Gregory Leake, CPD; Donald Dunn, Fire Chief; Marjorie Woodring, City Clerk

II. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for August, 2015

Item Action: Approved

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

(B) Administrative Services

1. Administrative Services monthly report for July, 2015

Item Action: Approved

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

(C) Public Works

1. Maintenance Division monthly report for August, 2015

Item Action: Approved

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

III. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Administrative Session Minutes of July 7 and 21, and August 4, 2015

Item Action: Approved

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

July 7, 2015 Administrative Session

PRESENT: Mayor Brian K. Grim; Council Members Nichole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Joe Urban, City Comptroller; David Curry, Operations Manager; Marjorie Woodring, City Clerk

MOTION to enter into closed Administrative Session to discuss union negotiations and a real estate matter was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of MD, State Government Article, Sections 10-508 (a) (3), (7), and (9).

TOPICS: Union negotiations, real estate matters

July 21, 2015 Administrative Session

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale; Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk

ABSENT: Councilman David Kauffman

MOTION to enter into closed Administrative Session to discuss board and commission appointments was made by Councilman Caporale, seconded by Councilman Bernard, and passed on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a)(1).

TOPICS: Board and commission appointments

August 4, 2015 Administrative Session

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

ABSENT: Councilman David Caporale

MOTION to enter into closed Administrative Session to obtain legal advice was made by Councilman Kauffman, seconded by Councilman Bernard, and approved on a vote of 4-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (7).

TOPICS: Legal issues

IV. PUBLIC HEARINGS

(A) Public hearing to receive requests from community organizations for an allocation of Hotel/Motel Funding for 2015-2016

Mayor Grim convened the Public Hearing at 6:25 p.m.

The following groups and organizations petitioned Council for hotel/motel funding and provided information on what the funding would be used for: Western MD Jaycees Tri-State Wingoff - $5,000 / Women's Civic Club - $11,209.80 / ACIT's - $4,000 / Allegany Allied Arts - $2,400 / Allegany Arts Council - $11,000 / Allegany County Historical Society - $5,000 / Allegany County Museum - $18,000 / BW Girls Invitational Tournament - $5,200 / Canal Place Preservation & Dev. Authority- $40,000 / Cumberland Cultural Foundation - $3,500 / Cumberland Historical Cemetery Organization - $5,000 / Cumberland Theater - $3,730 / Embassy Theater - $3,000 / Great Allegany Run - $1,200 / Miss University City - $600 / Mountain MD Trails - $10,000 / Mountainside Baroque - $1,200 / Tri-State Concert Association - $1,000

Councilwoman Alt-Myers suggested that there could be more partnering between the organizations on marketing events and challenged the groups to work together towards that end.

With no further comments, Mayor Grim adjourned the Public Hearing at 7:20 p.m.

V. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action: Approved

Mayor Grim requested that Item No. 3 on the Consent Agenda be withheld.

1. Order accepting the proposal of Turnbull, Hoover and Kahl, PA, to provide audits of the financial statements of FY 2015 - FY 2019

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,873

2. Order authorizing the purchase of a command vehicle for the C3I Unit, paid for through Federal Forfeited Funds managed by the City, in an amount not to exceed $120,000

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,874

3. Order authorizing the execution of a Construction Agreement with CSX Transportation regarding the closure of the railroad crossing at Pear Street in consideration for CSXT's construction and installation of new concrete crossing surfaces at Valley and Knox Streets and the City's reimbursement of $20,000 to CSXT

Item Action: Rescheduled

Mayor Grim requested that Item No. 3 on the Consent Agenda be withheld.

4. Order lifting the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," on Saturday, October 17, 2015. from 1:00 p.m. to 6:00 p.m. in a designated area on Centre Street, extending from Baltimore Street to Frederick Street

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,875

5. Order authorizing Special Taxing District exemptions for properties at 33 N. Centre Street in the amount of $711.95, and 107 S. Centre Street in the amount of $320.76

Item Action: Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions and comments. Motion to approve Consent Agenda Items 1, 2, 4 and 5 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,876

(B) Letters, Petitions

1. Letter requesting approval of the 2015 Dotty Appel Mini-Marathon, to be held Saturday, October 31,2015, at 8:00 a.m., beginning at Greenway Ave. Stadium and following a pre-designated course

Mayor Grim acknowledged the letter and a consensus of Council provided their approval for the race.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were presented.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:23 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 10/6/15

***Pledge of Allegiance**

I. ROLL CALL

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

ABSENT: Councilwoman Nicole Alt-Myers

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Charles Hinnant, Chief of Police; Marjorie Woodring, City Clerk

SPECIAL GUESTS: Michael McKay, Western Maryland Delegation

II. PROCLAMATIONS

(A) Proclaiming the week of October 4 - 10, 2015 as Mental Illness Awareness Week in the City of Cumberland

Mayor Grim read the proclamation and then presented the proclamation to representatives Heather Mental Illness Awareness representatives Lisa Diehl and Tammy Overstreet.

(B) Proclaiming the week of October 4 - 10, 2015 as Fire Prevention Week in the City of Cumberland

Mayor Grim read the proclamation and Ms. Julie Davis, Fire Administrative Officer, accepted on behalf of the Cumberland Fire Department.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Mayor Grim to administer Oath of Office to Cumberland Police Patrol Officers Devin S. Lee, Alexander D. Menges, and Michael J. Whelan

Chief Charles Hinnant provided background on each officer and introduced their families in attendance. Mayor Grim administered the Oath of Office to Officers Lee, Menges and

Whelan collectively.

(B) Presentation of City Star to Brian Wodaski for making a difference in the community through his beautification and clean-up work in the area of the Ridgedale Reservoir

Mayor Grim discussed the work that Mr. Wodaski had undertaken in a key area of the city at the Ridgedale Tank and I-68 Exit, which included cutting grass and weeds, planting trees and flowers, and picking up garbage. Mayor Grim thanked Mr. Wodaski for going above and beyond to help make Cumberland a better and more beautiful place to live and presented him with a City Star on behalf of the Mayor and City Council and citizens of Cumberland.

(C) Recognition of John J. DiFonzo, City Engineer, for his receipt of the George Warren Fuller Award presented by the AWWA for distinguished service to the water supply field

Mr. Rhodes advised that the George Warren Fuller Award was recently presented to John J. DiFonzo, City Engineer, at a regional American Water Works Association conference in Ocean City. He stated that this award was the Chesapeake Section's most prestigious award and was presented each year to a member for their distinguished service to the water supply field. Mayor Grim added that he has known Mr. DiFonzo for many years and can attest to the fact that he is an outstanding citizen, as well. Mr. DiFonzo also provided comments, recognizing the City employees and many others who have worked to improve the water system, and thanked this and previous Mayors and Councils for always demanding excellence in the City's drinking water and distribution system.

(D) Presentation from Raquel Ketterman, Natural Resource Technician, on two proposed policies to assist with the reduction of energy consumption and encourage the use of renewable energy sources as part of the MD Energy Administration's Smart Energy Communities Program

Raquel Ketterman, Natural Resource Technician, advised that the City had signed a grant agreement in 2015 with the MD Energy Administration for an award of $45,452 that would be used for energy improvement to City-owned facilities. To qualify for the grant, the City was required to provide 1) an energy baseline for City facilities; 2) adopt two energy policies; 3) develop a plan to follow the policies. Two resolutions would be put before Council at the following meeting to support the adoption of a Renewable Energy Plan and an Energy Reduction Plan. The goals of the policies would be to reduce electricity consumption 15% by 2019 and to generate 20% from renewable energy by 2022. Ms. Ketterman reviewed initiatives already introduced by the City to reduce consumption and provided further details on the proposed policies.

Council voiced no concerns and Mr. Rhodes advised that two Resolutions in support of the policies would be put before Council at the next meeting for approval.

IV. DIRECTOR'S REPORT

(A) Public Works

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

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

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session minutes of August 4 and 18, and September 1, 2015

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

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order approving the disbursement of FY16 Hotel/Motel Funds to various community organizations in an amount not to exceed $57,740

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,877

2. Order accepting various bids for 15 pieces of surplus vehicles and equipment that were publicly advertised for sale

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,878

3. Order accepting the proposal of Belsinger Sign Works, Inc. for the "2015 Downtown Cumberland Pedestrian/Bicycle Wayfinding Signage Project" in the estimated unit cost of $68,300.00

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,879

4. Order declaring City-owned property at 534-536 Columbia Avenue to be surplus and declaring the City's intent to accept the proposal of Nazir Gul for the purchase amount of $0.00 and certain contingencies for rehabilitation

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,880

5. Order authorizing the execution of a Contract of Sale between the City (Buyer) and Ocwen Financial (Seller) for property at 532 Maryland Avenue; authorizing acceptance of the deed provided settlement contingencies are met; authorizing the City Administrator and Solicitor to execute necessary documents; and approving an extension of the closing date if necessary

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was

passed on a vote of 4-0.

ORDER NO. 25,881

6. Order declaring City-owned property at 106 W. First Street to be surplus and declaring the City's intent to accept the proposal of Caitlin Rodenhauser for the purchase amount of $500.00

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,882

7. Order accepting the proposal of Pittman's Tree & Landscaping, Inc. for the 2015 Fall Tree Removal Project (16-15-M) in the estimated unit price of $25,305.00

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,883

8. Order approving the following appointments: Administrative Appeals Board - Richard Beeghly and Erich Bean for 3-year terms effective 10/6/15 - 10/6/18; Shade Tree Commission- Cassie Conklin to fill an unexpired term effective 10/6/15 - 8/31/16; Housing Authority- Bruce Irons for a 5-year term effective 10/16/15 - 10/16/20; Parks and Recreation Board- Brady Barnhart, Brett Showalter, Deborah Mullen, Corey Zinkhan for 5-year terms effective 10/6/15 - 10/6/20 and Jeffrey Hedrick to fill an unexpired term effective 10/6/15 - 8/31/16

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,884

9. Order declaring a 2006 Chevy Truck (VIN #1GNDT13S562335402) to be surplus and authorizing it for sale or trade-in

   Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

   ORDER NO. 25,885

10. Order authorizing a Special Taxing District exemption for 55 N. Centre Street in the amount of $910.74

    Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,886

11. Order authorizing Special Taxing District exemptions for 43 N. Centre Street in the amount of $182.86 and 50 N. Centre in the amount of $253.46

Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,887

12. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the Deed of Trust dated December 13, 2005 (Allegany County Land Records Book 1224, Page 425) made by Lucy J. Yutzy regarding property at 509 Maryland Avenue has been fully paid and satisfied

Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,888

13. Order authorizing the execution of a First Amendment to the IAFF Local #1715 Collective Bargaining Agreement dated July 1, 2014 - June 30, 2017, addressing issues of longevity pay, adjusted pay for first or second line ambulance, and the addition of a 1% bonus for FY16

Mr. Rhodes provided background information on each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,889

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

At the request of Mr. Red Fansler, who was not in attendance, Mayor Grim read into the public record a letter from Clarence and Linda Fansler, 45-year residents of Cecelia Street, providing a favorable review of the City's acquisition of homes on Emily and Cecelia Street for the Rolling Mill redevelopment project.

Marc Nelson, Jr., 113 Decatur Street, posed questions regarding the Rolling Mill Project. He questioned whether the City would pursue eminent domain and was advised that the Cumberland Economic Development Corporation (CEDC) would address this and other topics after all public comments have been received that evening. He questioned when it had been decided to pursue the project and was advised that public discussion on opportunity sites had been made part of the 1.5 - 2 year strategic planning process. Additional questions from Nelson referred to the CEDC included inquiries as to the total cost of the project, geographic scope of the project, projected timeline, and whether individual small area planning had been undertaken prior to the opportunity site planning. Nelson questioned why information had not been made public at the beginning of the project. Councilman Kauffman advised that the concept of targeted opportunity sites and their development was repeatedly communicated in public during the strategic planning process. The City was now acting on the plan that was approved. Mr. Nelson noted that several steps outlined in the process had not taken place.

Jonathan Hutcherson spoke as Chairman of the Board of Directors for the Cumberland Economic Development Corporation. He stated that the process of creating a strategic plan had begun over 2 years ago and the City had held multiple well-advertised meetings during which the Rolling Mill opportunity site selection was discussed and the strategic plan has been publicly posted since it was received in final form. He stated that no one from the City or CEDC has in any way threatened or coerced individuals to obtain property in the Rolling Mill area, and that property owners have been dealt with compassionately. There were no regrets in how the transactions have been handled and the CEDC Board stands 100-percent behind Mr. Hershberger. Hutcherson apologized for the way in which the project was made a public spectacle due to misquotes and misdirected statements. The project will positively impact all of Western Maryland by creating jobs, increased tax revenues, and heightened perception that Cumberland is thriving.

Dr. Kara Rogers Thomas, 504 Oldtown Road, Associate Professor of Sociology at Frostburg State University, petitioned for transparency and public dialogue when considering issues of smart growth and participatory development. She stated the City's emphasis should be on creating an inclusive community where all voices have been heard and referred to several smart growth practices promoted by the EPA. She stated the Rolling Mill residents were particularly concerned about transparency and wanted the opportunity to meet with City officials to be able to ask questions in a public forum. Ms. Thomas requested that the City schedule a public forum, to be advertised with a minimum of two week's public notice, to share all plans for development of the area with the citizens. She presented a petition to the Mayor and City Council stating such and noted that 256 signatures had been obtained.

Diane White, 221 Cecelia Street, stated she has lived in her home for 38 years, the home is paid for, and she she does not want to sell. She would like to spend the remainder of her years at her home.

Woodrow Gordon, 221 Cecelia Street, stated he has lived in his home for 45 years. He questioned 1) what criteria was used to determine what qualified as an affected area; and 2) was the emotion of the matter ever discussed at any of the meetings of the Mayor and Council or CEDC? He paid his mortgage off 22 years ago in the hope that he would live long enough to retire there. He stated the first official notice he received from the City was a letter in the mail the previous Friday. A large majority of people in the neighborhood did not know what was going on and the last thing the elderly want to do is leave their homes. He asked the Mayor and Council to walk the area with him and tell him what is wrong with the houses that would qualify them for destruction. Councilman Kauffman stated he would be willing to do so.

Dave Williams, 304 Wallace Street, stated that he owns a business in town, owns several buildings, and has been a resident since 1979. He encouraged the Mayor and Council not to blink on the Rolling Mill redevelopment because they have done the right thing. He stated this development project is about the sustainability of the city of Cumberland. Anyone who owns property, owns a business, lives in or works in Cumberland is a stakeholder in the City's economic development plan; it is not just about those who own homes. He encouraged Council to follow their initiative and noted that the strategic plan has been made public online and through open meetings. He stated the Rolling Mill development plan was to the benefit of the entire city.

Shawn Hershberger, President of the Cumberland Economic Development Corporation, discussed how the opportunity sites were determined. He stated the Rolling Milling site was targeted because it has market attraction due to available flat land, interstate access, and the promise of continued growth in the corridor. The small site plan concept was not pursued because the community had make it clear that aggressive action was needed with regard to economic development. Rather than spend money on the small individual site plan, market capable items would be acted upon.

Regarding cost of the project, property owners were being dealt with on a case-by-case basis in a confidential manner. Each situation was being looked at individually and approached with fairness and compassion.

Regarding eminent domain, the Mayor and Council and the CEDC want to work with each property owner on a individual basis to ensure that no one was irreparably damaged. Hershberger stated that the project is about community betterment but not at the expense of individual property owners.

Regarding the question as to why the information was not presented prior to the project starting, Hershberger stated that the City spent a year discussing where the opportunity sites would be and the high level development concepts for these sites. The public was encouraged to attend the meetings and great lengths were taken to engage the public in the process. During the public meetings, the public made it clear that the community is tired of planning with no implementation and the current actions stem directly from that strategic plan.

Regarding the geographic scope of the project, Hershberger stated that every property owner included in the targeted area has been communicated with directly, but it had been decided early on that the process would respect the privacy of the individual property owners. Outlining the geographic scope of the project at this time goes against that decision.

Regarding a timeline, Hershberger stated that the generic answer was as soon as possible because the community was hungry for private investment and growth.

Regarding a timeline, Hershberger stated that the generic answer was as soon as possible because the community was hungry for private investment and growth.

Mayor Grim stated that he had become aware that there were people combing the Rolling Mill neighborhood asking people to sign papers. He encouraged the residents to not sign papers unless they knew exactly what they were signing because there may be someone out there trying to take advantage of the situation.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:24 p.m.

Minutes approved on: _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
November 17, 2015

Description
Approval of the Administrative Session Minutes of September 15, 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, September 15, 2015
5:00 p.m.

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

ABSENT: Council Member David Kauffman

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

MOTION: Motion to enter into closed Administrative Session to discuss personnel issues and board and commission appointments pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (1) was made by Councilman Caporale, seconded by Councilman Bernard, 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

TOPICS: Personnel issues; board and commission appointments

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
November 17, 2015

Description

Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to transfer 534-536 Columbia Avenue to Nazir Gul for the purchase price of $0.00 and certain contingencies for rehabilitation

Approval, Acceptance / Recommendation

The first reading of this Ordinance was passed on 10/20/2015.

☐ 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 534-536 COLUMBIA AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO NAZIR GUL."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property together with the improvements thereon located at 534-536 Columbia 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. _____, passed by the Mayor and City Council on October 6, 2015;

WHEREAS, Nazir Gul desires to acquire the property, which is presently in a dilapidated condition, renovate it and bring it into compliance with applicable codes; 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 Nazir Gul, subject to certain rights of reverter as contained therein;

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 **NAZIR GUL**, party of the second part, of Allegany County, Maryland.

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, his personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of ground lying and being on the Southerly side of Columbia Avenue in Election District No. 5 in Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of Columbia Avenue at the end of a line drawn South 68 degrees 45 minutes East 83.8 feet from the Southeast intersection of Columbia Avenue and Pear Street, and running thence with said side of Columbia Avenue South 68-3/4 degrees East 40 feet; thence South 22 degrees West 50 feet; thence South 28-1/2 degrees West 154.7 feet; thence North 64-3/8 degrees West 41-1/3 feet; thence North 28 degrees East 202 feet to the place of beginning.

IT BEING the same property which was conveyed from Laura Lee Lantz, Personal Representative of the Estate of George R. Knippenberg, Jr., to Mayor and City Council of Cumberland by deed dated May 2, 2013 and recorded among the Land Records of Allegany County, Maryland in Book 1967, Page 184.

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, his personal representatives, heirs 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 secure the structure on the property by replacing doors and locks on the structure which is located on the property, as needed, no later than two (2) weeks from the date of this deed.

2. The party of the second part shall remove all junk and debris from the yard and the structure on the property no later than two (2) months from the date of this deed.

3. The party of the second part shall replace the roof of the structure on the property no later than one hundred (100) days from the date of this deed.

4. The party of the second part shall complete the renovation of the structure on the property and bring it in compliance with the City of Cumberland Housing Code and other applicable codes no later than eighteen (18) months from the date of this deed.

5. The party of the first part and its designees shall have the right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1-4 hereinbefore is progressing and being performed in the manner described herein; provided, however, that the party of the first part shall endeavor to give the party of the second part no less than three (3) days advance notice of any such inspections. The party of the second part shall fully cooperate with the party of the first part and its designees in regard to the scheduling and conduct of the inspections.

6. 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 paragraphs 1-4 hereinbefore 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.

7. Should the party of the second part fail to comply with the terms and provisions of paragraphs 1-4 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 his 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 1-4 above are not satisfied in a timely manner. 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 the party of the first part's reasonable attorneys' fees.

8. In furtherance of the terms and provisions set forth in paragraph 7 above, the party of the second part hereby appoints Jeffrey Rhodes, City Administrator of the City of Cumberland, and his successor City Administrators, his true and lawful attorney-in-fact, with full power of substitution, hereby granting them full power and authority for the party of the second part and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the party of the first part in the event the party of second part fails to comply with the terms and provisions set forth in paragraphs 1-4 hereinbefore and to do any and all acts required in order to effect the conveyance of the hereinbefore-described property to the party of the first

part in the event the party of the second part fails to comply with the said terms and conditions. The terms and provisions of this paragraph are irrevocable; however, they shall expire three (3) years from the date of this deed. The terms and provisions of this paragraph shall not be affected by the disability or incapacity of the party of the second part, but shall remain in full force and effect from time to time and at all times until his death.

9. Once the requirements set forth in paragraphs 1-4 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

_____**(SEAL)**
Nazir Gul

WITNESS ATTESTATION FOR SIGNATURE OF NAZIR GUL

The foregoing Quitclaim Deed (which included power of attorney provisions which are the basis for this attestation) was, on the date written above, published and declared by Nazir Gul in our presence to be his power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses. We further declare and affirm under the penalties of perjury that we are more than eighteen (18) years of age.

_____
Witness #1 signature

_____
Witness #1 printed name

_____
Witness #1 address

_____
Witness #2 signature

_____
Witness #2 printed name

_____
Witness #2 address

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 **Nazir Gul**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained.

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
November 17, 2015

Description

Ordinance (*1st reading*) - authorizing the execution of a Deed to transfer property at 106 W. First Street to Caitlyn D. Rodenhauser for the purchase price of $500

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 17, 2015

Description

Resolution *(1st reading)* - authorizing the adoption of the July 13, 2015 amendment of Chapter VIII of the Cumberland 2013 Comprehensive Plan, entitled "Economic Development and Revitalization"

Approval, Acceptance / Recommendation

A public hearing on the proposed adoption of the Amendment to Chapter VIII of the Cumberland 2013 Comprehensive Plan, titled Economic Development and Revitalization," will be held on December 1, 2015.

The second and third reading of the Resolution will be scheduled for consideration and adoption on December 15th.

☐ 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 TO ADOPT THE JULY 13, 2015 AMENDMENT OF CHAPTER VIII (TITLED "ECONOMIC DEVELOPMENT AND REVITALIZATION") OF THE CITY-WIDE ELEMENT OF THE CITY OF CUMBERLAND'S 2013 COMPREHENSIVE PLAN IN ACCORDANCE WITH THE PROVISIONS OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, the Land Use Article of the Annotated Code of Maryland authorizes and empowers municipalities to make, adopt and amend comprehensive plans for the general purpose of guiding and accomplishing coordinated, adjusted and harmonious development; and

WHEREAS, the Comprehensive Plan for the City of Cumberland, Maryland is a policy guide to govern future physical development within the City of Cumberland; and

WHEREAS, the Land Use Article of the Annotated Code of Maryland authorizes and empowers municipalities to adopt and amend comprehensive plans as wholes or in successive parts; and

WHEREAS, on December 17, 2013, the Mayor and City Council of Cumberland adopted the July 2013 City-Wide Element as the second and final of two volumes that collectively comprise the 2013 Comprehensive Plan; and

WHEREAS, City staff has prepared and recommended an amended and updated Chapter VIII (titled "Economic Development and Revitalization") as a replacement to the chapter of the same title in the document entitled "2013 Comprehensive Plan: Forging Our Heritage Into Prosperity: City-Wide Element Volume 2 of 2", a copy of the amended and updated Chapter VIII being attached hereto and incorporated by reference herein as Exhibit 1; and

WHEREAS, the said amended Chapter VIII was submitted to the Maryland Department of Planning, all adjoining jurisdictions and all affected State agencies for formal review and comment at least 60 days prior to the formal public hearing before the City of Cumberland Planning and Zoning Commission (the "Planning Commission"), said submission having been effected through the State Clearinghouse Procedures of the Department of Planning in compliance with

the Land Use Article of the Annotated Code of Maryland and the applicable provisions of COMAR 34.02.01; and

WHEREAS, the purpose of the said amendment is to update the City's 2013 Comprehensive Plan to reflect the policy changes regarding the future growth and development of the City of Cumberland effected by the City's adoption of its 2014 Strategic Economic Development Plan; and

WHEREAS, the Planning Commission held a public hearing on October 19, 2015 regarding the proposed amendment to the aforesaid Chapter VIII; and

WHEREAS, the Planning Commission carefully considered the proposed amendment of Chapter VIII and found that it constitutes a suitable component of the Comprehensive Plan of the City of Cumberland and that it will promote, in accordance with present and future needs: the health, safety, morals, order, convenience, prosperity and general welfare of the City of Cumberland as well as efficiency and economy in the development process; and

WHEREAS, consistent with its findings, the Planning Commission passed a Resolution dated October 19, 2015, recommending that the Mayor and City Council adopt the proposed amendment of Chapter VIII, subject to certain text changes which are set forth in the Exhibit 2 identified hereinafter; and

WHEREAS, the Mayor and City Council carefully considered the proposed amendment of Chapter VIII and make the same findings made by the Planning Commission in its Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Cumberland as follows:

1. The amendment of Chapter VIII of the City-Wide Element of the City's 2013 Comprehensive Plan titled "Economic Development and Revitalization, together with all text, maps, and descriptive matter contained therein, annexed thereto and/or made a part thereof, subject to the text changes documented in the Draft 2013 Comprehensive Plan Economic Development Chapter Amendment Public Comment Matrix attached hereto as Exhibit 2, shall replace the presently existing Chapter VIII and is hereby adopted as a part of the 2013 Comprehensive Plan for the City of Cumberland; and

2. That this Resolution shall be certified to the Maryland State Agencies (including, the Department of Planning and the Clerk of the Circuit Court for Allegany County, Maryland) as required by law; and

3. This Resolution shall take effect on the date of its passage.

GIVEN UNDER OUR HANDS AND SEALS THIS _____ DAY OF _____,
IN THE YEAR 2015, WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED, DULY ATTESTED BY THE CITY CLERK.

ATTEST:

_____	_____
Marjorie A. Woodring	Brian K. Grim
City Clerk	Mayor

Introduction: _____

Public Hearing: _____

Enactment: _____

Effective Date: _____

EXHIBIT 1

EXHIBIT 2

Economic Development Chapter Amendment to the 2013 Comprehensive Plan City-Wide Element

July 13, 2015

I. Economic Development & Revitalization

The purpose of this chapter is to highlight the City's economic development initiatives. The chapter provides background on Cumberland's current economic conditions and its focus for economic development including targeted industries. The goals, policies and action items provided are in keeping with Cumberland's Strategic Economic Development Plan and the City's mission to be a supportive place to build a profitable business.

GOALS

1. **Promote and implement the City of Cumberland Strategic Economic Development Plan (as amended).**
2. **Strengthen and expand the City's tax base.**
3. **Diversify the City's economic base and attract new employers that will provide career and income growth opportunities for City residents.**
4. **Support continued growth of existing employers and businesses.**
5. **Support continued growth of the City's arts and tourism businesses.**
6. **Promote and facilitate development/revitalization of the targeted economic development opportunity areas specified in the Strategic Economic Development Plan.**

A. Overview

A diverse, healthy, and vibrant local economy is essential to sustain growth and development in any community. Those communities that have strong economies enjoy the greatest levels of growth, vitality, and prosperity. Cumberland's overall setting suggests that the city should serve as a national model of smart growth and sustainability. The city possesses a strong, compact urban development pattern with far less sprawl than most other cities its size. Cumberland's intense urban design, narrow streets, extensive sidewalks, and attractive, natural streetscapes make it a very walkable and pedestrian-friendly environment. The city's residential neighborhoods have strong, distinct characters and cultural heritages, historic architecture, and social cohesiveness that (even in their relatively diminished states today) would be the envy of many larger communities. Cumberland possesses a well-

developed, urban infrastructure and broad array of supporting public facilities and services (including one of the largest paid, professional fire department staffs in Maryland). Unlike many growing communities in Maryland, the city's water and sewer systems have substantial available capacity to serve additional growth. Cumberland also has the most affordable housing stock in the State of Maryland. Finally, the city is surrounded by an attractive, largely undeveloped, natural setting that abounds in recreational opportunities. Cumberland and Allegany County have made great strides to stabilize the area's population losses and economic decline that marked the past 70 years. However, for the city's smart growth development pattern and resources to be truly sustainable over the long term, Cumberland must restore vitality to its economy, strengthen its tax base, and reverse the long-standing pattern of decline. Achieving that economic objective is a primary focus of this plan.

B. Historic Economic Trends & Evolution

As noted earlier in this plan (please see Chapters I and II for additional detail), the City of Cumberland has evolved significantly throughout its history. The city's earliest years were marked by tremendous growth and industrial development driven by strategic transportation infrastructure investments. The city reached its population peak around 1940, and began a long, protracted decline that continued through the latest Census in 2010. The decline was precipitated by a significant contraction in the area's industrial employment base that began with (and even in the years leading into) the Great Depression. After World War II, the nation's transportation system transformed with the rise of commercial air transportation and the construction of the Interstate Highway System. Cumberland was largely bypassed during the early development of these modern transportation modes and suffered gradual erosion in its own transportation infrastructure with the closure of the Chesapeake and Ohio Canal in the 1920s and the protracted decline in railroad passenger and freight transportation during that era. Ground freight transportation shifted over time from rail to trucks, and the trucking industry utilized the high-speed Interstate Highway System to reduce delivery time and increase shipping efficiency. The Interstate Highway System was not fully extended to Cumberland until after 1990, and even with that extension (I-68), the city was not located along a major travel corridor.

Reversing the erosion that occurred over the latter half of the twentieth century is a significant challenge for a small city. Cumberland's recent trends are reflective of other small Appalachian and Midwestern rust belt cities, which lost their predominant industrial employers and many of the workers who relied upon them. As the industries closed down or moved away and their employees sought work outside the area, the city's commercial base contracted accordingly. To recover these lost economic resources the city must attract new employment opportunities and/or people with disposable incomes that can breathe new life into the local economy. This effort requires greater creativity, flexibility, and resource investment than may be typical for larger urban cities which lost most of their business and population resources to their surrounding suburbs. Although the nation's big cities also suffered population losses in the latter half of the twentieth century, growth in their surrounding metropolitan areas offset most if not all of those losses. To reverse its losses, Cumberland must compete with those growing larger metropolitan areas as well as the other smaller Appalachian and rust belt cities that were

left behind by their industries, workers, and youth populations that relocated elsewhere for better opportunities.

Despite the economic development challenges and hurdles that Cumberland and the surrounding metropolitan area face, the city and county have taken bold strides to improve the local situation—some of which have begun to show success. The city recently established the Cumberland Wi-Fi wireless network as part of the Johnson Controls efficiency study. City officials and civic leaders have worked hard and with determination to transform the city's economic base by developing a growing arts, entertainment, and tourist/retirement industry, based largely on Cumberland's cultural heritage and small-town, Victorian-era charm as well as the natural resource amenities (mountains, rivers, and lakes) that abound in the surrounding area. Many of the city's historic buildings have been lovingly restored, preserved and reused, and a large downtown historic district has been created. Through significant state investments and local donations, Canal Place and the Western Maryland Scenic Railroad have been redeveloped into major tourist attractions. A local Arts Council has been established that supports and promotes a growing artist community in the area. The heart of Cumberland's main street (Baltimore Street) has been converted into an open air pedestrian mall and entertainment district that has helped bring new businesses into the city and revitalize formerly vacant upper floors into new residential units. The former Chesapeake and Ohio Canal Towpath and a former railroad line have been transformed into the C & O Canal Towpath and Great Allegheny Passage Trails that provide a dedicated bicycle and pedestrian recreational trail link to downtown Washington and Pittsburgh. The city's extensive cultural heritage has been further promoted by the development and expansion of local heritage museums.

These recent changes have provided a new source of optimism and improved the city's public image while breathing new life into historic buildings. They have improved the overall quality of life and provide a critical lifestyle amenity that can support and attract new outside growth and investment and provided a new source of employment.

Recent Census figures (discussed in Chapter II) indicate that the long-standing decline in the city's population has slowed significantly. This trend, combined with some positive economic trends, may indicate that the city is reaching or has reached a turning point in its evolution. The data seems to indicate that Cumberland and Allegany County may have achieved a point of stability or equilibrium between the economy and the local population base.

C. Current Economy

1. Economic Base

Over the past few decades, the area's economic base transformed from a predominantly industrial economy to the more diversified retail and service based economy of 2010. Former firms included Kelly Tires, Celanese Corporation, the N & G Taylor tin plate mill, and Pittsburgh Plate and Glass have all since closed or left the area. At their twentieth century production peaks, Kelly Tires employed between 3,500 and 4,000 employees and Celanese Corporation employed more than 10,000 local workers.

According to data from the 1940 U.S. Census, Allegany County had a total of 72 manufacturing business employing 11,157 wage earners. The most recent employment data from the 2005-2009 American Community Survey reports an estimated total of only 2,765 manufacturing workers in all of Allegany County. These data illustrate the magnitude of contraction and restructuring that occurred in the area's former employment base during the final two-thirds of the twentieth century.

While several large industrial employers remain within the Cumberland Metropolitan Area they have greatly reduced employment levels. As a result, most of the former manufacturing jobs within the local economy have been replaced with a mix of professional and high-medium wage health service and educational industry jobs to medium-minimum wage service and retail sector jobs. A listing of the largest employers in the Cumberland Metropolitan Area in 2012, as compiled by Allegany County Economic Development staff and expanded by Cumberland Planning Staff, is provided below in Table 20.

Table 20 - Major Employers in the Cumberland Area:

NAME OF BUSINESS	2012 EMPLOYMENT	LOCATION	NATURE OF OPERATION
1. Western Maryland Health Systems	2,290	Cumberland	Health Care
2. ATK Tactical Systems	1,396	Mineral County	Rocket Propellants
3. Allegany County Public Schools	1,324	Cumberland	Education
4. Frostburg State University	922	Frostburg	Education
5. CSX Transportation	900	Cumberland	Rail Transportation
6. NewPage Corporation	870	Luke, MD	Paper Products
7. Hunter Douglas	580	Allegany County	Window Blinds
8. Allegany College of Maryland	559	Cumberland	Education
9. North Branch Correctional Institution	557	Allegany County	Prison
10. Western Correctional Institution	552	Allegany County	Prison
11. The Active Network	550	Frostburg	Telecommunications
12. Allegany County Government	385	Cumberland	Public Administration
13. American Woodmark	365	Allegany County	Wood Products
14. ACS	350	Frostburg	Telecommunications
15. Federal Correctional institution	292	Allegany County	Prison
16. City of Cumberland	282	Cumberland	Public Administration
17. Friends Aware	227	Cumberland	Commercial Cleaning
18. Rocky Gap Lodge, Casino, & Resort	206	Allegany County	State Park

SOURCES: Allegany County Economic Development and City of Cumberland, 2012.

Based on the analysis conducted for this plan (illustrated in the above table), the Cumberland Metropolitan Area has a total of 18 employers with 200 or more workers. The largest current employer in the city and county is the new Western Maryland Health Systems facility on Willowbrook Road, which was established in 2010 by the consolidation of the former Memorial and Sacred Heart Hospitals. According to hospital officials, annual wages and salaries paid by WMHS to its 2,290 workers total over $100 million. WMHS also reports that it purchases roughly $32 million annually in local materials and services. Data from the American Hospital Association suggests that each hospital job created in the local economy supports about two more jobs and every dollar spent by a hospital induces roughly $2.30 of additional business activity. The combination of high wages and high level of spending for support services and materials makes WMHS a major basic industry within the area economy. The area's growing elderly population and expanding retirement base creates an opportunity for future expansion of the health care industry in Cumberland, which is why it has been identified as a primary economic development goal by the city's Strategic Economic Development Plan.

Four of the area's ten largest employers (including the largest) and seven of the top eighteen employers are located within the city of Cumberland. Only one of the area's largest employers (the region's second largest) is located outside of Allegany County in adjoining Mineral County, West Virginia. The two major industries that remain from the area's historic population peak period (CSX Railroad, successor to the Baltimore and Ohio and Chessie Railroads, and NewPage Corporation, formerly Westvaco) have become the area's fifth and sixth largest employers, respectively. Additionally, recent State legislation has allowed casino gambling at Rocky Gap State Park, roughly seven miles east of downtown Cumberland. This legislation is creating new employment opportunities in Allegany County and provides an additional attraction for the area's developing tourist industry.

2. Employment/Wage Characteristics & Trends

Several trends and findings analyzed in the demographic trends of Chapter II represent important improvements in the city's employment base. These trends and findings include:

- Educational achievement levels within the city's labor force are improving with increasing speed over time, relative to national levels. The greatest increases occurred in the number of persons over the age of 25 who have attended some college and who have obtained a Bachelor's degree or higher.

- Median household incomes earned by Cumberland residents have increased consistently over the past three decades (1990-2010). Although incomes in the city remain below state and national levels and declined slightly over the recent decade when adjusted for inflation, the city's median household income has improved slightly relative to the national figure.

- The overall cost of living in the Cumberland area is significantly lower than in the rest of Maryland, which helps offset a significant amount of the disparity in incomes. To illustrate this point, data from the 2005-2009 American Community Survey shows that median household

incomes in Cumberland were only about 43% of the corresponding income for the State of Maryland. However, the median value of an owner-occupied house in Cumberland was only 31% of the state's median, and both the median monthly housing cost for owner occupied units and the median gross rent in the city was only about half of the corresponding costs for the state. Furthermore, the percentage of Cumberland residents who own their homes without a mortgage is nearly twice that of the state as a whole. These factors illustrate how the lower cost of living in Cumberland helps to compensate for a large portion of the income disparity with the rest of the state and may result in a similar or slightly higher percentage of disposable household income despite the relative income disparity.

- Despite a persistently high unemployment rate and a nation-wide contraction in the labor force the number of employed residents in Cumberland increased slightly from 2000-2009.

D. Economic Initiatives

Overall low incomes and high levels of poverty, especially among senior citizens, remain significant hurdles for the city to overcome. Achieving improvement in those areas will likely require some combination of entrepreneurial support to promote successful home-grown businesses, attracting higher wage employers from outside the area in business sectors that generate significant support and spin-off business/employment opportunities (generate high employment multiplier benefits in the local economy), and strategic investments in higher education/employee training opportunities. To help achieve these general objectives, the city's Economic Development Commission recently refined and expanded the city's Economic Development goals through a community-wide strategic planning effort in 2013 and 2014.

The resulting 2014 Strategic Economic Development Plan replaced all previous economic development plans. The 2014 plan engaged a broad and diverse citizen and stakeholder base in the community and conducted a more detailed assessment of the city's market potential for new business and job growth. The resulting plan identified a number of new strategies and expanded on past initiatives, including the city's potential to capitalize on the growing "rural sourcing" trend by targeting entrepreneurial back office and remote businesses in internet-based information technology companies that are prevalent in the nearby major metropolitan areas. The new plan recommends targeting smaller growth industries and businesses that are footloose (capable of relocating), offer high wages, and would benefit from the city's proximity to larger urban markets and abundant recreational amenities as a strategy to stimulate employment growth and expand the city's tax base.

When evaluating the merits of new business or industrial opportunities in the city, it is important to consider the overall multiplier effect of the business on the area's economy. Businesses that retain more of the company's profits in the community, offer above-average wages and salaries and future growth potential, rely most heavily on other local businesses for their supplies or raw material needs, and establish firm ties to the local community will have the greatest and most long-term impact on the

city's economy. The city should aggressively seek and promote businesses that satisfy these essential criteria.

1. Incentive/Support Programs & Resources

The City of Cumberland routinely partners with Allegany County and the State of Maryland to offer/access a wide array of local, state, and Federal economic development incentive grant, loan, and tax credit/deferral programs to support local economic development initiatives. As of the writing of this plan, at least 18 different support programs were being offered to eligible economic development projects and applicants. These support programs help promote local business development and investment by reducing the cost of business start-up and development. Several of the programs can be combined to support projects that satisfy the basic eligibility requirements. The future availability of these incentives, grants, and loans depends upon continued funding and program reauthorization. The following list provides a brief overview of the current economic development incentive and support programs that the city offers.

- **Enterprise Zone Tax Credits -** Businesses locating in Cumberland and Allegany County's designated Enterprise Zones may be eligible for income tax credits and real property tax credits in return for job creation and investments made in the zone.
- **Federal Historically Underutilized Business (HUB) Zone Contracting Program -** The HUB Zone Empowerment Contracting program was enacted into law as part of the Small Business Reauthorization Act of 1997. The program encourages economic development in designated HUB zones through the establishment of preferences. SBA's HUB Zone program is an effort to promote economic development and employment growth in distressed areas by providing access to more Federal contracting opportunities.
- **Lenders Loan Pool -** This program was created to encourage development of the Cumberland Downtown area by financing the start-up costs and renovations of businesses relocating and/or expanding within the Central Business District. Loans ranging from $10,000 - $100,000 are provided at competitive interest rate for a maximum of 60 months and can be used for expenses such as inventory, leasehold improvements, equipment, and receivables.
- **Job Creation Tax Credit -** This program offers state income tax credits to businesses that create a minimum number of new full-time positions of $1,000 to $1,500 per job created in a designated "revitalization area."
- **Maryland Neighborhood Business Works Program -** Is the State's premiere small business loan program providing competitively-priced, flexible financing for the costs associated with business startup and expansion.
- **One Maryland Tax Credit -** Businesses that invest in an economic development project in Cumberland may qualify for project tax credits and start-up tax credits.

- **Workforce Training -** Allegany College of Maryland provides customized short-term and long-term employee training programs for local and regional companies for employees at all levels of experience.
- **City of Cumberland Historic District Tax Incentive Program** - For qualified renovations that have been approved by the city's Historic Preservation Commission.
- **Allegany County Historic District Tax Incentive Program** - Provides a tax assessment freeze equal to that received through the City of Cumberland's program.
- **Maryland Sustainable Communities Rehabilitation Tax Credit Program** - Provides Maryland income tax credits based on a percentage of the qualified capital costs expended in the rehabilitation of a "certified historic structure.
- **Maryland Historical Trust Historic Preservation Loan Program** - The Maryland Historical Trust administers loan programs that assist both bricks and mortar activities such as the acquisition and rehabilitation of historic properties and the development of heritage tourism-related businesses.
- **Maryland Historical Trust Grant Programs -** The Maryland Historical Trust administers six separate grant programs that assist in a wide variety of historic preservation-related activities.
- **Federal Tax Incentive Program -** This program enables the owners or long-term leaseholders of income-producing certified historic structures (listed in the National Register of Historic Places, or a contributing element within the boundaries of an historic district), to receive a federal tax credit.
- **Arts & Entertainment District Rehabilitation Tax Credit Program -** A tax credit will be provided on city real property taxes for properties wholly or partially constructed or renovated to be capable for use by a qualifying artist or arts enterprise located within the Arts & Entertainment District.
- **Arts & Entertainment District Admissions & Amusement Tax Exemption Program -** Enterprises dedicated to visual or performing arts located within the Arts & Entertainment District are exempt from the collection of the State of Maryland's Admissions and Amusement Tax.
- **Arts & Entertainment District Income Tax Subtraction Modification Program** Qualifying artists who own or rent residential real property in the Arts & Entertainment District, may be eligible for a Maryland personal income tax subtraction modification to eliminate state and local income tax on their income from the sale, publication, or production within the District of their artistic work that is written, composed, or executed within the District.
- **Virginia Avenue Targeted Area Revitalization (VAATR) Tax Incentive -** This program provides flexibility to the owner to make improvements to his property and be eligible to receive property tax credits outside the structure of the Historic District guidelines.
- **Virginia Avenue Enterprise Zone for Revitalization Area (VAEZRA) Program -** The local standards of the Gateway Enterprise Zone are amended by the city and county to include

mercantile, retail or service activity, eligible for Enterprise Zone benefits in the Virginia Avenue area.

2. Revitalization & Redevelopment Projects

During the past decade, the city has undertaken two significant neighborhood revitalization and redevelopment projects in the Rolling Mill and Virginia Avenue/Chapel Hill neighborhoods. These projects were built around major street improvement initiatives for Maryland Avenue and Virginia Avenue.

The impetus for the Rolling Mill neighborhood revitalization initiative was the designation of the former B & O Railroad Rolling Mill plant as a "Brownfield" by the State of Maryland. Fears of potential contamination at the site frustrated redevelopment efforts for years. However, in 1997, the Maryland Department of the Environment approved a restoration and redevelopment plan for the site as the state's first Brownfield Redevelopment Project. Utilities to the property were upgraded and roughly half of the former plant site was redeveloped to create the new Queen City Centre shopping plaza. The plaza not only serves the essential shopping of neighborhood residents; it also draws residents from all parts of the city into the neighborhood.

The resulting growth in traffic spurred the city to undertake a major street improvement project for Maryland Avenue (eventually including portions of Cecelia, Williams, and Park Streets) to enhance vehicular and pedestrian access to the new plaza. Major funding for the project was contributed by the City of Cumberland, the Maryland Department of Transportation, the Appalachian Regional Commission, Community Development Block Grant funds and eventually embraced ARRA economic stimulus funding that emerged out of the 2007 Recession. Construction work on the project, which was divided into two phases, began in 2003 and was completed in 2008. The project included utility line replacement, sidewalk restoration and handicapped access improvements, street resurfacing, restriping and crosswalk improvements, and extensive streetscaping and signage improvements. The project also attracted significant private investment as new commercial uses were built, dilapidated buildings were removed and replaced, and deteriorating buildings were given significant facade facelifts.

Buoyed by the success of the Rolling Mill/Maryland Avenue project, the city moved on to Virginia Avenue to implement the revitalization recommendations outlined in the 2006 Virginia Avenue Corridor Redevelopment Plan. The project effectively extends the Maryland Avenue corridor improvements down Virginia Avenue to Industrial Boulevard. Like the Maryland Avenue project, the highway reconstruction project involved utility line replacement, sidewalk restoration and handicapped access improvements, street resurfacing, restriping and crosswalk improvements, and extensive streetscaping improvements. Project construction began in late 2009 and was completed in late 2011.

The Virginia Avenue project also included significant neighborhood revitalization elements from the 2006 Redevelopment Plan, including significant improvements to restore the Springdale Street Park. Some elements of the plan proved too costly or infeasible, including the design and construction of a

bus transit pavilion and gathering place. Several of the projects were either more costly or required contributions of private land that simply were not able to be realized. By and large, the public realm improvements were designed and completed as consistently with the spirit and intent of the plan as was feasible. In 2008, the city was successful in obtaining a "Maple Street" designation for Virginia Avenue under the Maryland Main Street Program. The primary objective for this program is to foster residential revitalization within the context of historic preservation. It complements and expands upon the "Main Street" program that has helped revitalize the city's downtown core by emphasizing a similar incremental, long-term, community-wide effort for neighborhood revitalization.

The new HRDC Building on Virginia Avenue

The overall project was supported by numerous additional public and private investments in the deteriorating buildings along Virginia Avenue and in the surrounding neighborhood. One of the biggest investments was the construction of the new Human Resources Development Commission (HRDC) complex on the site of the former Virginia Avenue School building that had been previously removed. The $5.3 million, two-story building became the city's first major construction project to utilize "green building" design concepts to conserve energy and treat stormwater. The building boasts a green roof with vegetation designed to absorb significant portions of the stormwater runoff that would be created by the building. In addition, the building's design helped restore the Virginia Avenue streetscape by filling in a glaring gap in the commercial street façade and it incorporated design elements that reflected the outstanding historic architectural elements of the previous neighborhood school building. Finally, the new building brought a large pool of workers to Virginia Avenue, which provided a much-needed source of consumers for the remaining businesses on the Avenue.

Numerous private property investments emerged out of the project as well. Sheetz expanded its existing operation at the corner of Virginia Avenue and Industrial Boulevard and additional new businesses and offices were built around that intersection, including the Allegany Radio Corporation office, and Rite Aid. Some of the older commercial/residential buildings on adjoining streets have been revitalized and reused, including the ongoing restoration of 313 Springdale Street that will contain a ground floor commercial neighborhood laundry and upper floor apartments. The City of Cumberland also established a Virginia Avenue satellite office for use by the city's Economic Development staff during the revitalization effort and extended its economic development grant and loan assistance programs (outlined in the previous section of this Chapter) to support both residential and commercial

building revitalization. A total of $20,000 in CDBG Micro Enterprise Grants was awarded to 5 businesses in the neighborhood, and an additional $4,000 in commercial façade improvement grants was awarded to 2 businesses. On the residential side, 17 homeowners received a combined total of $68,468.56 in residential façade grant assistance.

Virginia Ave. Building before rehab work **Virginia Ave. Building after rehab work**

In 2011, the city, in cooperation with the Canal Place Preservation and Development Authority, the National Park Service, and the Downtown Development Commission, initiated a Heritage Area Management Plan effort to update and expand upon the 1998 Downtown Design and Development plan. Originally intended (as noted in the Neighborhood Element of this plan) as a new Downtown plan, the scope of the initiative was greatly expanded to engage the governing bodies of the Baltimore Street and Canal Place commercial districts to promote and ensure a more unified downtown commercial district. The scope of the planning effort expanded further when the boundaries of the Heritage Area were extended beyond Canal Place following the Western MD Scenic Railroad and Great Allegheny Passage trail to Frostburg. Ultimately, the draft plan proposes to extend the heritage area east along the Canal to the Washington County line and west and south from Frostburg to Mount Savage and Lonaconing. In pursuing this partnership, the joint effort was able to tap into a larger pool of funds to manage and finance the cost of the project. This plan, once completed, will include specific recommendations for future improvements to and revitalization of the city's central business district and will serve as a technical supplement to this Comprehensive Plan.

As recommended in the Neighborhood Element of the 2013 Comprehensive Plan, the city's next revitalization and redevelopment effort was to focus on the Baltimore Avenue/Goethe Street corridor. Baltimore Avenue is destined to become a more important gateway into the city as growth and

development along the Willowbrook Road corridor progresses. The two corridors meet at Exit 44 of I-68. In addition, Baltimore Avenue itself is rapidly deteriorating from heavy traffic demand and has a curve with a dangerously tight curb radius that needs to be improved to promote traffic safety. The Neighborhood Element envisioned that the city would expand upon the street improvement project, as was successfully done on Maryland Avenue and Virginia Avenue, to provide additional streetscaping improvements, sidewalk repairs, and similar building façade improvement funding.

Unfortunately, contraction in local, state, and federal funding support for neighborhood investment projects of this nature resulted in a highly constrained and limited design scope for the proposed Baltimore Avenue street project. The overall scope was reduced to a mill and overlay project (asphalt resurfacing) with the associated sidewalk and curbing improvements limited to essential ADA handicapped accessibility upgrades only. Insufficient funds were available to pursue other sidewalk improvements or streetscaping. While improvements to the unsafe street curve will be made, the level of improvement that can be accomplished under the project was reduced because the cost of acquiring the necessary right-of-way to significantly widen the curve exceeded the initial project funding. Consequently, many of the additional neighborhood revitalization elements envisioned to be undertaken in association with the project will have to be postponed until additional program funding can be secured.

Additional future priorities for cooperative street/neighborhood revitalization projects around the city have been identified. Priority areas include the Greene Street corridor and the Mechanic/Centre Street corridor. A complete street plan for the Greene Street corridor was initiated in 2014 with funding assistance by the Cumberland Area MPO. The proposed “Riverwalk” pedestrian trail from Riverside Park to the YMCA complex on Kelly Road, as discussed in the Parks and Recreation Section of the Municipal Growth & Land Use Chapter of this plan, is envisioned to serve as a complementary recreational improvement for the Greene Street corridor project. Initial conceptual design work on the Riverwalk trail project was also initiated in 2014.

E. Economic Development Goals/Strategies

The City of Cumberland has an established record of providing extensive technical and financial assistance to encourage economic revitalization and has undertaken significant neighborhood revitalization projects to help spur economic revitalization. Further efforts are contemplated, should the financial resources needed to undertake them become available. In addition to these projects and programs, the city’s Economic Development Commission worked to prepare a new Economic Development Plan in 2014. The resulting 2014 Strategic Economic Development Plan (prepared by RKG Associates), and all future amendments, is hereby referenced as a stand-alone component of the 2013 Comprehensive Plan. Based on detailed socio-economic and real estate market analyses, which are described in detail in the plan, the plan identifies three primary growth industries or target markets that the city should aggressively pursue to expand its economic and employment base. They include:

1. **Back Office and Remote Business Services** – focused primarily on internet-based administrative, professional and technical research/modeling businesses that represent a growing presence in the Pittsburgh, Philadelphia, Baltimore, and Washington metropolitan areas.

2. **Health Care and Social Services businesses** – which build upon the strength of the existing health care industries in the City (predominantly within the Willowbrook Road Corridor).

3. **Arts, Culture, Tourism, and Recreation businesses** – which build up the growing arts and entertainment district theme in downtown Cumberland and Canal Place.

To focus the city's efforts in implementing the plan's recommendations, the plan outlines and identifies a number of "opportunity areas" where the City's economic revitalization efforts should be targeted. These areas include sites in the downtown central business district, the Willowbrook Corridor, and South Cumberland. Several of these areas have been identified as infill and adaptive redevelopment areas in other chapters of this plan. The overarching principles guiding the plan's overall economic development strategies are:

- Promote a "unity of vision" for Cumberland's economic development efforts,
- Take advantage of local, regional, and state-wide initiatives, and
- Look beyond the "traditional" economic development efforts.

ACTION ITEMS

1. Implement the strategies outlined in the Strategic Economic Development Plan, as may be amended. The Cumberland Economic Development Corporation's Board of Directors should monitor progress in implementing the Strategic Plan and recommend revisions where needed to ensure continued expansion and revitalization of the city's economic base.

2. Work cooperatively with the Canal Place Preservation and Development Authority and the Downtown Development Commission to implement the strategies outlined in the 2012 Heritage Area Management Plan.

3. Continue and improve the current working relationship between the city of Frostburg and Allegany County Economic Development Departments to provide seamless support for economic development initiatives throughout Allegany County.

DRAFT 2013 COMPREHENSIVE PLAN ECONOMIC DEVELOMENT CHAPTER AMENDMENT PUBLIC COMMENT MATRIX

Last Update – October 20, 2015

This document presents a list of the comments received by the City regarding the Draft 2013 Comprehensive Plan Economic Development Chapter Amendment. The document is divided into four columns, which are described from left to right. The first column lists each comment individually and the source of that comment. If a specific comment was submitted by more than one source, all of the sources are identified acknowledged individually under the common comment. Citizen comments are identified as such rather than identifying the name of the individual followed by a number in parentheses indicating the number of citizens who made that or similar comments. The second column indicates the staff response to each public comment. The remaining two columns are reserved for the Planning Commission's (PC) recommendation to the Mayor and Council regarding each comment and the final disposition of each comment as decided by the Mayor and Council (M & C) at the end of the process.

Public Comment	Staff Response	PC Recommendation	M & C Decision
1. The draft Economic Development Chapter is well written and concise, and acknowledges the many assets that Cumberland can build upon to continue to grow its economy. *Maryland Department of Planning*	Staff appreciates MDP's overall assessment of the chapter amendment. **Since this is an advisory comment, no specific changes to the draft amendment narrative are warranted.**	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	
2. It may be helpful if the Chapter would include a map showing the "opportunity areas" targeted for revitalization by the City. *Maryland Department of Planning*	The draft chapter references the opportunities areas map in the Strategic Economic Development Plan because including that map and more precise goals and objectives in the Comprehensive Plan would require an amendment to BOTH plans when the need for future adjustments to the Strategic Economic Development Plan arise. Even in the most favorable amendment process environments (where no controversy arises) the city's past experience with Comprehensive Plan amendments indicates that it can take between 7 and 11 months to complete. This would make any future amendment adoption process potentially lengthy, thereby increasing the city's	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	

Public Comment	Staff Response	PC Recommendation	M & C Decision
	response time to economic changes. Therefore, the city decided that the 2013 Comprehensive Plan should reference the Strategic Economic Development Plan as a stand-alone supplement to the Comprehensive Plan to allow changes to be made solely to the Economic Development plan itself. Staff feels that retaining this arms-length relationship between the two documents would be best and most expedient way to respond to changes in the city's economic development policies and strategies. **Therefore, staff recommends no additional specific changes to the draft amendment in response to this comment.**		
3. The City of Cumberland is a designated Sustainable Community. The Chapter should reference/discuss the designation, the state incentives provided by the Sustainable Communities Program, and how the Program would benefit City's economic development strategies and actions. For more information on the Program, please check out these links: DHCD's - http://www.mdhousing.org/website/programs/dn/ and MDP's - http://www.mdp.state.md.us/YourPart/SustainableCommunities.shtml *Maryland Department of Planning*	Staff appreciates MDP's suggestion and **proposes the following recommended wording changes to the proposed Economic Development Chapter Amendment.** **Add the following language at the end of Section D, 1:** ***"Portions of the City of Cumberland have been designated as a Sustainable Community by the Maryland Department of Housing and Community Development (DHCD). The City is working with DHCD to expand these boundaries to encompass the Bedford/Frederick Street area as part of its petition to renew its Sustainable Community designation in 2017. This boundary expansion is strongly recommended to ensure that the Commerce Business Center, an important business park and designated mixed commercial development site in the Conceptual Future Land Use Plan (Map 9) of this***	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	

Public Comment	Staff Response	PC Recommendation	M & C Decision
	plan, is made eligible for the various development financing and tax credit programs and incentives offered through the Sustainable Communities program. A comprehensive listing of the various financing, tax credit, and incentive programs offered through the Sustainable Communities program to eligible properties can be obtained through DHCD, MDP, the City's Economic Development office, or the DHCD web site at the following URL: http://www.mdhousing.org/website/programs/dn/Documents/Benefits.pdf."		
4. In addition to the incentives listed on Page 8 of the Chapter, there are more community revitalization/redevelopment incentives including transportation programs that the State provides. For instance, the Sustainable Communities Program provides these financing programs: http://www.mdhousing.org/website/programs/dn/Documents/Benefits.pdf *Maryland Department of Planning*	Staff appreciates MDP's suggestion and believes that the recommended wording changes for Comment 3 above will address this comment. **Therefore, staff recommends no additional specific changes to the draft amendment in response to this comment.**	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	
5. Pedestrian and bicycle facility improvements are often part of a revitalization project. The Federal Transportation Alternatives Program (TAP) administrated by the Maryland State Highway Administration provides grants for pedestrian and bicycle facility improvements on not only Maryland state highways, but also local roadway and streets: http://roads.maryland.gov/Index.aspx?PageId=14 . For instance, perhaps, the City may consider the	Pedestrian and bicycle facilities are addressed in a different chapter of the Comprehensive Plan City-Wide Element (Chapter VI, Transportation), and the proposed Riverwalk Trail is further discussed as a recreational trail improvement in Section D of Chapter V, Community Facilities & Services. These sections are not a part of the proposed Plan Amendment. However, the city is aware of the TAP program, which has had numerous alternative names in prior Federal Transportation Bills. The City has	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	

Public Comment	Staff Response	PC Recommendation	M & C Decision
TAP as a potential funding source for the proposed "Riverwalk" pedestrian trail. *Maryland Department of Planning*	used this program in the past and has identified TAP financing as one of several funding sources that may be used to finance the proposed Riverwalk. Pursuing development of this project is a stated action item of the Community Facilities and Services Chapter. All potential funding sources for this project will be evaluated as part of the pending Riverwalk Concept Plan, which is being undertaken through a cooperative effort by the City, the Allegany County Chamber of Commerce, the Canal Place Preservation and Development Authority, and the Cumberland Area MPO. Since the name, scope, and nature of this Federal program has changed and can change with the adoption of each new Federal Transportation Bill—and a new Transportation Bill is currently pending before Congress—staff sees no immediate need to reference it specifically in this Plan Amendment, which addresses different topical aspects of the Comprehensive Plan. **Therefore, staff recommends no additional specific changes to the draft amendment in response to this comment.**		
6. US DOT also provides "TIGER" grants (http://www.transportation.gov/tiger) directly to local jurisdictions for transportation projects that generate economic recovery. *Maryland Department of Planning*	Staff appreciates this advisory reminder and is aware of the USDOT TIGER Grant program. From our research efforts, it is our understanding that eligible competitive projects must address a wide range of transportation improvements and involve multiple funding partners. The city is currently considering this program as a potential funding option for implementation of three ongoing and inter-related transportation improvement planning projects—the Greene Street Complete Street Plan, the West Side Railroad Study, and the Riverwalk Concept Plan. We	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	

Public Comment	Staff Response	PC Recommendation	M & C Decision
	also recognize that the planned revitalization of the Wills Creek Bridge on Baltimore Street may be considered as part of this larger transportation revitalization effort. The eligibility of these projects for TIGER Grant funding is being considered and evaluated as part of these ongoing planning studies. However, as far as the specific focus of this Comprehensive Plan Amendment is concerned, **staff recommends no additional specific changes to the draft amendment in response to this comment.**		
7. Below are MDE's comments for the above referenced project. Our response code is R1. a. Any above ground or underground petroleum storage tanks, which may be utilized, must be installed and maintained in accordance with applicable State and federal laws and regulations. Underground storage tanks must be registered and the installation must be conducted and performed by a contractor certified to install underground storage tanks by the Land Management Administration in accordance with COMAR 26.10. Contact the Oil Control Program at (410) 537-3442 for additional information. b. If the proposed project involves demolition – Any above ground or underground petroleum storage tanks that may be on site must have contents and tanks along with any contamination removed. Please contact the Oil Control Program at (410) 537-3442 for additional information.	According to Maryland Department of Planning staff, the MDE response code "R1" indicates that the proposed project (the draft Economic Development Chapter amendment) has been determined to be "consistent with MDE's programs and objectives." The comment is also subject to a series of 6 standard conditions that specifically relate to a development project application, not a technical plan amendment. Since the nature of this comment is advisory and does not request specific amendments to the draft text, **staff recommends no additional specific changes to the draft amendment in response to this comment.**	**Recommend Adoption by Mayor & Council with staff recommended changes (where so noted).**	

Public Comment	Staff Response	PC Recommendation	M & C Decision
c. Any solid waste including construction, demolition and land clearing debris, generated from the subject project, must be properly disposed of at a permitted solid waste acceptance facility, or recycled if possible. Contact the Solid Waste Program at (410) 537-3315 for additional information regarding solid waste activities and contact the Waste Diversion and Utilization Program at (410) 537-3314 for additional information regarding recycling activities. d. The Waste Diversion and Utilization Program should be contacted directly at (410) 537-3314 by those facilities which generate or propose to generate or handle hazardous wastes to ensure these activities are being conducted in compliance with applicable State and federal laws and regulations. The Program should also be contacted prior to construction activities to ensure that the treatment, storage or disposal of hazardous wastes and low-level radioactive wastes at the facility will be conducted in compliance with applicable State and federal laws and regulations. e. Any contract specifying "lead paint abatement" must comply with Code of Maryland Regulations (COMAR) 26.16.01 - Accreditation and Training for Lead Paint Abatement Services. If a property was built before 1950 and will be used as rental housing, then compliance with COMAR 26.16.02 - Reduction of Lead Risk in Housing; and Environment Article Title 6, Subtitle 8, is required. Additional guidance			

Public Comment	Staff Response	PC Recommendation	M & C Decision
regarding projects where lead paint may be encountered can be obtained by contacting the Environmental Lead Division at (410) 537-3825. f. The proposed project may involve rehabilitation, redevelopment, revitalization, or property acquisition of commercial, industrial property. Accordingly, MDE's Brownfields Site Assessment and Voluntary Cleanup Programs (VCP) may provide valuable assistance to you in this project. These programs involve environmental site assessment in accordance with accepted industry and financial institution standards for property transfer. For specific information about these programs and eligibility, please contact the Land Restoration Program at (410) 537-3437. *Maryland Department of Environment*			

Regular Council Agenda
November 17, 2015

Description

Resolution authorizing certain businesses located in the Gateway Enterprise Zone to receive tax credits for the 2016-2017 tax year

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 AUTHORIZING CERTAIN BUSINESSES LOCATED WITHIN THE GATEWAY ENTERPRISE ZONE TO RECEIVE TAX CREDITS FOR THE TAX YEAR 2016-2017, IN ACCORDANCE WITH THE LOCAL STANDARDS ESTABLISHED FOR THE ZONE.

WHEREAS, the Secretary of the Maryland Department of Commerce, previously known as the Maryland Department of Business and Economic Development, has heretofore designated a certain area located in the City of Cumberland and Allegany County, Maryland, as the "Gateway Enterprise Zone;" and

WHEREAS, any business entity meeting the requirements and conditions of Article 81, Section 12G-11 of the *Annotated Code of Maryland*, may benefit from certain tax credits; and

WHEREAS, the Enterprise Zone Advisory Committee met on November 18, 2015, and has determined that certain business entities located within the Gateway Enterprise Zone are qualified to receive such tax credits; and

WHEREAS, the Mayor and City Council of Cumberland, Maryland, is to certify that the said business entities located in the city limits are in compliance with the local standards established for designation in the Gateway Enterprise Zone as a pre-condition to the granting of such tax credits.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of Cumberland, Maryland, as follows:

SECTION I

That the business entities set forth in Exhibit I, attached hereto and incorporated herein, be and are herby certified as being in compliance with the local standards established for the Gateway Enterprise Zone.

SECTION II

That the Mayor and City Council of Cumberland, Maryland, does hereby certify that the property situated within the boundaries of the Gateway Enterprise Zone owned or leased by the companies set forth in Exhibit II, attached hereto and incorporated herein, is property qualified to receive the real property tax credit established by Article 81, Section 12G-11 of the *Annotated Code of Maryland* for the taxable year 2016-2017.

BE IT FURTHER RESOLVED by the Mayor and City Council of Cumberland, Maryland, that this Resolution shall become effective on the date of its adoption.

Given under our Hands and Seals this 17th Day of November, 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

EXHIBIT I
(Eligible for State Income Tax Credits 2016-2017)

123 S. Liberty Street, LLC / District Court Building

Black Sapphire C Cumberland 2014, Inc.

Carefirst Blue Cross Blue Shield

CBIZ Insurance Services, Inc.

CFBC Properties, LLC

Countryhouse Residence

Cresap Automotive Machine

Somerset Steel Erection Co., Inc.

PharmaCare Institutional Services

Rageway / R.H. Lapp and Sons, Inc.

EXHIBIT II
(Eligible for Local Property Tax Credits 2016-2017)

123 S. Liberty Street, LLC
(District Court Building)
123 S. Liberty Street
Cumberland, MD 21502

Black Sapphire C Cumberland 2014, Inc.
21 Wineow Street
Cumberland, MD 21502

Carefirst Blue Cross Blue Shield
10 Commerce Drive
P.O. Box 1725
Cumberland, MD 21502

CBIZ Insurance Services, Inc.
42 Baltimore Street
Cumberland, MD 21502

CFBC Properties, LLC
(Blue Cross / Blue Shield)
10 Commerce Drive
Cumberland, MD 21502

Countryhouse Residence
14 Cumberland Street
Cumberland, MD 21502

Cresap Automotive Machine
631 North Mechanic Street
Cumberland, MD 21502

Somerset Steel Erection Co., Inc.
115 Elizabeth Street
Cumberland, MD 21502

PharmaCare Institutional Services
3 Commerce Drive
Cumberland, MD 21502

Rageway / R.H. Lapp and Sons, Inc.
880 Kelly Road
Cumberland, MD 21502

Regular Council Agenda
November 17, 2015

Description

Order accepting the donation of 105-107 Fifth Street (Allegany Co. Land Records Book 620, Page 271) from Marna Sue Cavey and Tracy Lee Cavey (AKA Tracy Lee) and authorizing the execution of documents to effect the transfer

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 17, 2015__

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

THAT, the Mayor be and is hereby authorized to accept the donation of property at 105-107 Fifth Street (Allegany County Land Records Book 620, Page 271) from Marna Sue Cavey and Tracy Lee Cavey (AKA Tracy Lee); and

BE IT FURTHER ORDERED, that the Mayor, City Administrator, and City Solicitor be and are hereby authorized to execute documentation necessary to effect the transfer.

_____

Brian K. Grim, Mayor

THE LAW OFFICE
OF
MICHAEL SCOTT COHEN, LLC

Michael Scott Cohen
Steven Andrew Trader

213 Washington Street
Cumberland, MD 21502
Telephone: (301) 724-5200
Facsimile: (301) 724-5205

michaelcohen@atlanticbbn.net
stevetrader@atlanticbbn.net

November 2, 2015

VIA E-MAIL TRANSMISSION ONLY

Jeffrey Rhodes
City Administrator
City of Cumberland
jeff.rhodes@cumberlandmd.gov

Re:	Property:	105-107 Fifth Street Cumberland, Maryland 21502 Book 620, Page 271
	Owners:	Marna Sue Cavey Tracy Lee Cavey (AKA Tracy Lee)

Dear Jeff:

CERTIFICATE OF TITLE

At your request, we have examined the record title of Marna Sue Cavey and Tracy Lee Cavey (AKA Tracy Lee) in and to the above-described Property located in Allegany County, Maryland. We carried our examination of the title to this Property from October 15, 1975 to October 29, 2015. A review of the Land Records of Allegany County, Maryland ("Land Records") and other court records was performed for each owner in the chain of title. During this period, we certify that the record title of said Property is good and marketable and free and clear of all liens and encumbrances with the following exceptions.

Exceptions

1. Although no lien has been filed, judgment was entered on April 20, 2005 against Tracy L. Lee and in favor of Tri-State Radiology, PC in the amount of $476.93 plus costs of $50.00 in the District Court of Maryland for Allegany County Case No. 1201-0356-2005. If and when notice of the lien of the judgment is filed in the Circuit Court for Allegany County, Maryland, that judgment will constitute a lien against the Property.

2. Although no judgment has been entered, Municipal Infraction Case No. 1Z39925810 is currently pending in the District Court of Maryland for Allegany County wherein Tracy Lee has been cited for the deteriorating condition of the Property, which citation carries a fine of $1,000.00. If and when Tracy Lee is found guilty of the charged infraction, Mayor and City

Council of Cumberland may request that judgment be entered against her. If and when judgment is entered against Tracy Lee and notice of the lien of the judgment is filed in the Circuit Court for Allegany County, Maryland, that judgment will constitute a lien against the Property.

3. Although no judgment has been entered, Municipal Infraction Case No. 0Z39925809 is currently pending in the District Court of Maryland for Allegany County wherein Marna Sue Cavey has been cited for the deteriorating condition of the Property, which citation carries a fine of $1,000.00. If and when Marna Sue Cavey is found guilty of the charged infraction, Mayor and City Council of Cumberland may request that judgment be entered against her. If and when judgment is entered against Marna Sue Cavey and notice of the lien of the judgment is filed in the Circuit Court for Allegany County, Maryland, that judgment will constitute a lien against the Property.

Real Estate Taxes

The Property is assessed as Tax Account No. 04-038738. The Allegany County Tax and Utility Office reports that real estate taxes are due and owing for tax year 2015 in the amount of $342.29.

The City of Cumberland Tax Office reports that real estate taxes are due and owing for tax year 2015 in the amount of $341.04.

This office is not aware as to the existence or non-existence of any hazardous substance, by whatever name known, as defined either by federal or state law on said property. This office makes no representations or warranties with respect to the existence or non-existence of any substance of any kind, hazardous or non-hazardous, in, on, under or about the property. Notice is further given that the presence of any such substance which might be deemed to be hazardous or detrimental by federal, state or local authorities could result in the property not being capable of being used for the purposes intended, and further, could result in incurring of costs and expenses for remedying any condition found to exist as a result of the presence of said substance, including, but not limited to, legal expenses, removal expenses, engineering expenses, etc. No inspection of the property or review of any records has been requested or conducted in this regard.

This certificate extends to surface rights only and is subject to matters of location and survey, matters not of record of Allegany County, easements, rights of way for utilities, public and private roads, state, county, city and other municipal bodies, errors and irregularities in the indices of the records and any other matters that might appear from an inspection of the premises, or any unfiled mechanics' or materialmen's liens. We further express no opinion as to the property's suitability as a building site or to compliance with health, planning and zoning or other applicable regulations. Also, we have not examined the records in the federal courts, as this requires an examination in Baltimore and is considered unnecessary by local title examiners in cases of this kind. The opinion expressed in this certificate is not intended to be relied upon by anyone other than the addressee and, accordingly, we make no assurances to any third party.

Very truly yours,

MICHAEL SCOTT COHEN, LLC

By: _____
Steven Andrew Trader

Regular Council Agenda
November 17, 2015

Description

Order accepting the donation of 349 Davidson Street (Allegany Co. Land Records Book 579, Page 58) from Lawrence E. Geiger, Jr. and authorizing the execution of documents to effect the transfer

Approval, Acceptance / Recommendation

Staff recommends that the City accept the donation of 349 Davidson St. from Lawrence Geiger and fund the demolition of the structure. The adjoining property owner has offered to purchase the property back from the City and maintain it for the amount of $500. Staff recommends pursuing this option rather than waiting for a tax sale and having to demolish it at that point anyway.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 17, 2015__

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

THAT, the Mayor be and is hereby authorized to accept the donation of property at 349 Davidson Street (Allegany County Land Records Book 579, Page 58) from Lawrence E. Geiger, Jr.; and

BE IT FURTHER ORDERED, that the Mayor, City Administrator, and City Solicitor be and are hereby authorized to execute documentation necessary to effect the transfer.

_____

Brian K. Grim, Mayor

THE LAW OFFICE
OF
MICHAEL SCOTT COHEN, LLC

Michael Scott Cohen
Steven Andrew Trader

213 Washington Street
Cumberland, MD 21502
Telephone: (301) 724-5200
Facsimile: (301) 724-5205

michaelcohen@atlanticbbn.net
stevetrader@atlanticbbn.net

November 3, 2015

VIA E-MAIL TRANSMISSION ONLY

Jeffrey Rhodes
City Administrator
City of Cumberland
jeff.rhodes@cumberlandmd.gov

Re: Property: 349 Davidson Street
Cumberland, Maryland 21502
Book 579, Page 58
Owners: Lawrence E. Geiger, Jr.

Dear Jeff:

CERTIFICATE OF TITLE

At your request, we have examined the record title of Lawrence E. Geiger, Jr. in and to the above-described Property located in Allegany County, Maryland. We carried our examination of the title to this Property from October 15, 1975 to October 29, 2015. A review of the Land Records of Allegany County, Maryland ("Land Records") and other court records was performed for each owner in the chain of title. During this period, we certify that the record title of said Property is good and marketable and free and clear of all liens and encumbrances with the following exceptions.

Exceptions

1. Although no judgment has been entered, Municipal Infraction Case No. 3Z39925989 is currently pending in the District Court of Maryland for Allegany County wherein Lawrence E. Geiger, Jr. has been cited, which citation carries a fine of $1,000.00. If and when Lawrence E. Geiger, Jr. is found guilty of the charged infraction, Mayor and City Council of Cumberland may request that judgment be entered against him. If and when judgment is entered against Lawrence E. Geiger, Jr. and notice of the lien of the judgment is filed in the Circuit Court for Allegany County, Maryland, that judgment will constitute a lien against the Property.

Real Estate Taxes

The Property is assessed as Tax Account No. 23-004046. The Allegany County Tax and

Utility Office reports that real estate taxes are due and owing for tax year 2015 in the amount of $53.36.

The City of Cumberland Tax Office reports that real estate taxes are due and owing for tax year 2015 in the amount of $53.17.

This office is not aware as to the existence or non-existence of any hazardous substance, by whatever name known, as defined either by federal or state law on said property. This office makes no representations or warranties with respect to the existence or non-existence of any substance of any kind, hazardous or non-hazardous, in, on, under or about the property. Notice is further given that the presence of any such substance which might be deemed to be hazardous or detrimental by federal, state or local authorities could result in the property not being capable of being used for the purposes intended, and further, could result in incurring of costs and expenses for remedying any condition found to exist as a result of the presence of said substance, including, but not limited to, legal expenses, removal expenses, engineering expenses, etc. No inspection of the property or review of any records has been requested or conducted in this regard.

This certificate extends to surface rights only and is subject to matters of location and survey, matters not of record of Allegany County, easements, rights of way for utilities, public and private roads, state, county, city and other municipal bodies, errors and irregularities in the indices of the records and any other matters that might appear from an inspection of the premises, or any unfiled mechanics' or materialmen's liens. We further express no opinion as to the property's suitability as a building site or to compliance with health, planning and zoning or other applicable regulations. Also, we have not examined the records in the federal courts, as this requires an examination in Baltimore and is considered unnecessary by local title examiners in cases of this kind. The opinion expressed in this certificate is not intended to be relied upon by anyone other than the addressee and, accordingly, we make no assurances to any third party.

Very truly yours,

MICHAEL SCOTT COHEN, LLC

By: _____
Steven Andrew Trader

Regular Council Agenda
November 17, 2015

Description

Order authorizing payment of up to $48,000 to Mannheim Corporation for work being completed in conjunction with the Canal Place Preservation & Development Authority (CPPDA) project on Canal Street; these costs will be reimbursed to the City through Maryland Bikeways Grant funding

Approval, Acceptance / Recommendation

See attached information from John DiFonzo.

It is this department's recommendation for the Mayor and City Council to authorize payment to Mannheim Corporation in the estimated unit price of $48,000.00. This work is being completed in conjunction with the Canal Preservation Authority work on Canal Street and is funded by Maryland Bikeways Grant that was executed under Mayor and City Council Order No. 25,835.

☑ Budgeted

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

Value of Award (if applicable)

$48,000.00

Source of Funding (if applicable)

MDOT Grant for Bikeways

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 17, 2015

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

THAT, the City Comptroller be and is hereby authorized to make payment in an amount of up to Forty-eight Thousand Dollars and No Cents ($48,000.00) to Mannheim Corporation, 2025 Greentree Road #1, Pittsburgh, PA 15220, for work being completed in conjunction with the Canal Place Preservation & Development Authority (CPPDA) project on Canal Street, to be reimbursed by Maryland Bikeways Grant funding.

_____

Brian K. Grim, Mayor

Margie Woodring <margie.woodring@cumberlandmd.gov>

City Project No 12-14-M Canal Street Bikeway Improvements (Part of AMTRAK connection)

1 message

John DiFonzo <john.difonzo@cumberlandmd.gov> Thu, Oct 29, 2015 at 9:09 AM
To: "Rhodes, Jeff" <jeff.rhodes@cumberlandmd.gov>, "Urban, Joe" <joe.urban@cumberlandmd.gov>
Cc: Kim Root <kim.root@cumberlandmd.gov>, John DeVault <john.devault@cumberlandmd.gov>, Julie Thornton <julie.thornton@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Kate Sylvester <ksylvester@mdot.state.md.us>

This is to request formal authorization for Bikeway Grant work being done at Canal Street. Under Order Number 25,835 dated July 7, 2015 the Mayor and City Council of Cumberland entered into an agreement with the Maryland Department of Transportation to receive up to $50,000 in grant funds to make bikeway improvements to the connection between the GAP Trail and the C&O Canal along Canal Street.

The Canal Preservation Authority was working on improvements at the same time and they agreed to allow the City of Cumberland's work to be added into their bid package so that we could get more interest in our project. The City also asked the authority's engineer to prepare plans for the City's portion of the project. The whole process has worked great and the plans have been submitted to, and approved by the Maryland SHA and the bidding has proceeded into a contract for construction has been awarded to the low bidder, Mannheim Corp., Pittsburgh Pennsylvania and work has started.

It has always been the intention of this process to have the City pay for the engineering and construction through the $50,000 grant. In order to do that we must formally authorize the work so that payments can be made to the engineer and contractor and reimbursements requested from Maryland Department of Transportation. Thrasher Engineering provided the design plans and specifications. To date the cost is under $2,000 but there may be some small additional charges associated with requested contract changes that we will need to pay, but because the cost is so low Mayor and City Council authorization is not required for this work. We will however have to have a purchase order approved for the work so that we can make payments. The construction work will be done by Mannheim Corp. and based on the bid the cost of the City work will be $41,923.04 however MDOT has requested that we add bike sharrow (share arrow) panel pavement markings and the City has requested that the green bike lane be put in using bike panels made with PreMark as manufactured by Flint. We have not yet received the cost information. I recommend that up to $48,000 be authorized for the construction work.

To help explain this I have attached the following:

1. Order 25,835
2. Cost breakdown of construction work.
3. Plan sheet that shows the area prior to construction modifications.
4. The proposed plan for Canal Street.
5. Photographs of work in progress.
    - 0969 - progress with new curb
    - 0958 - curb formed
    - 0959 - area to be patched and paved

Item # 19

A copy of the full contract documents with insurance and bond information has been sent to the City Clerk for her files. I can put a PowerPoint together if it is needed for the meeting. We will request an agenda item for this authorization.

John

John J. DiFonzo P.E.
Cumberland City Engineer
57 N. Liberty Street
Cumberland, MD 21502
Office 301-759-6600
Direct 301-759-6601
FAX 301-759-6608
Cell 240-580-0781
email: john.difonzo@cumberlandmd.gov

---

7 attachments

MD BIKEWAYS IMPROVEMENTS BID SET 9-14-2015_Page_3.jpg
1262K

MD BIKEWAYS IMPROVEMENTS BID SET 9-14-2015_Page_5.jpg
1554K

IMG_0969.JPG
1695K

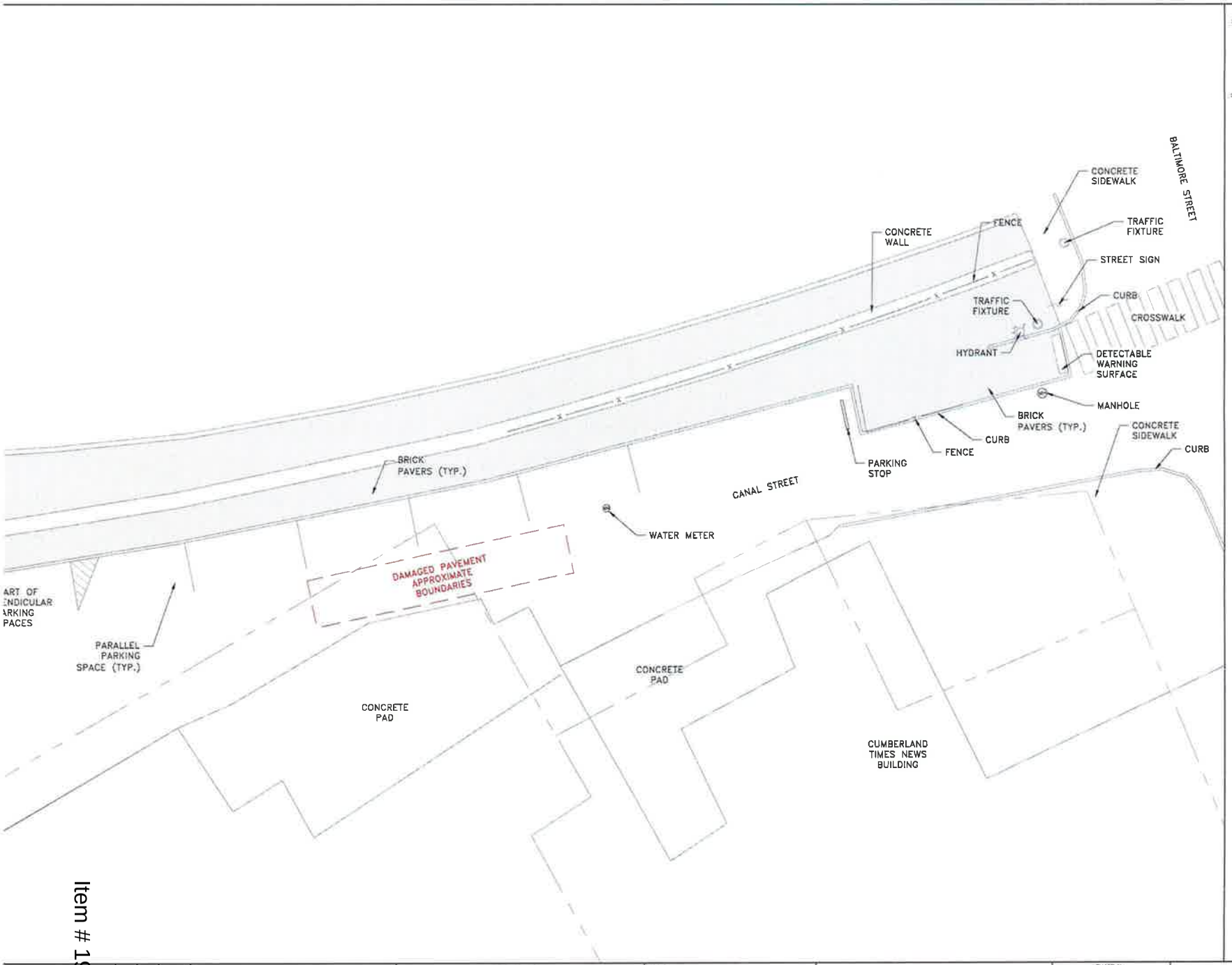
IMG_0958.JPG
2675K

IMG_0959.JPG
1927K

Grant Agreement - AMTRAK Station to Trails.pdf
576K

20151006_Bid Tab-Project Cost Distribution.pdf
91K

Item # 19



PLAN LEGEND

- EXISTING PARCELS BASEI
- EXISTING CONTOUR MINC
- 620 EXISTING CONTOUR MAJ
- EXISTING BRICK SIDEWA

GENERAL NOTE

1. EXISTING UTILITIES ARE APPROXI OFF DATA PROVIDED BY CANAL PL. PRESERVATION AND DEVELOPMEN
2. PROPERTY LINES ARE APPROXIMA MARYLAND DEPARTMENT OF ASSE TAXATION RECORDS AND DO NOT F PROPERTY LINES.

10' 0 10'

IN CONTAINED HEREIN IS THE
Y OF THE THRASHER GROUP.
TION OF THESE DOCUMENTS
IN PART, FOR ANY REASON
IR WRITTEN PERMISSION, IS
HIBITED. COPYRIGHT © 2015
RASHER GROUP, INC

NO.	BY	DATE	DESCRIPTION

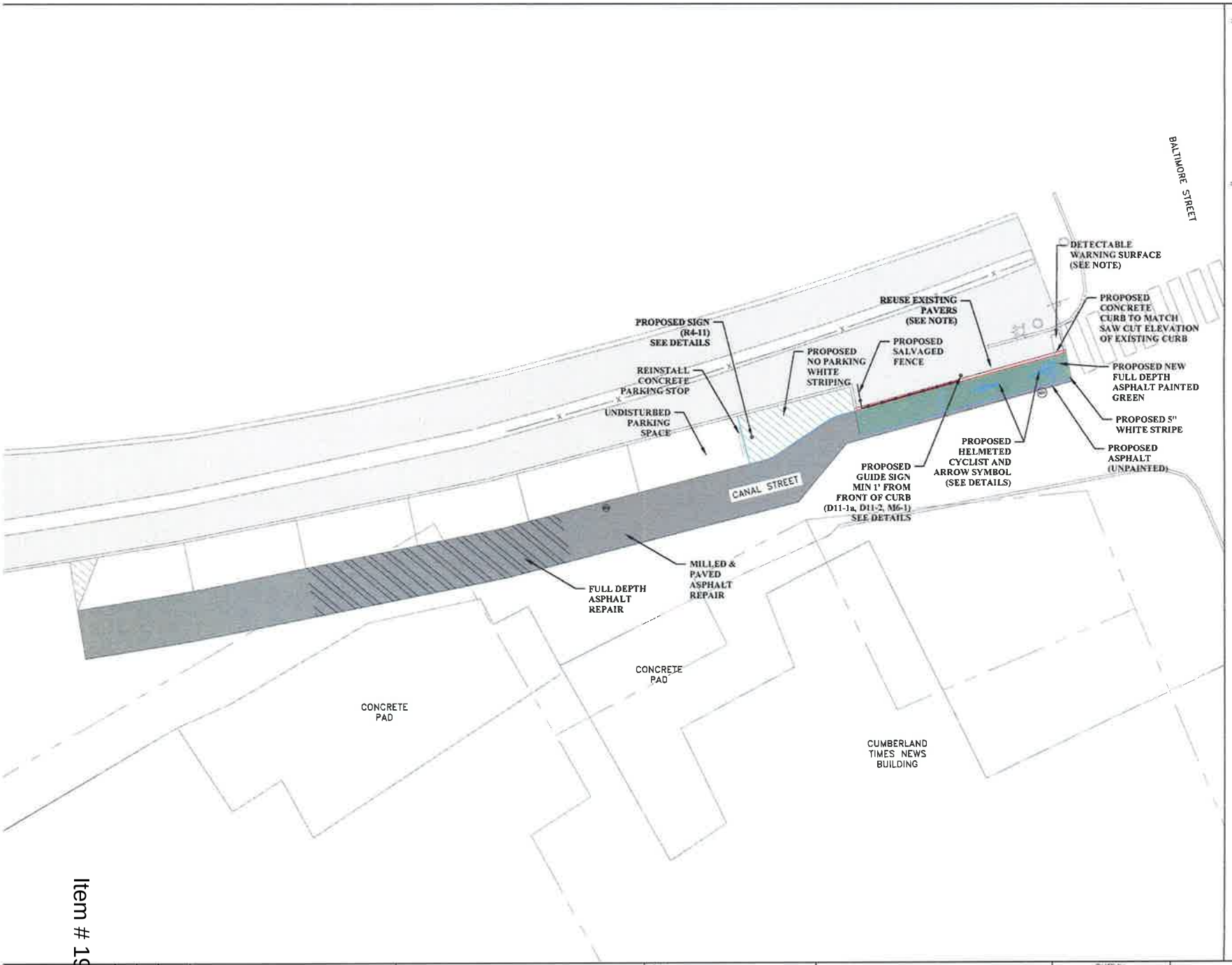
CANAL PLACE
History starts here

SCALE:	
DRAWN: DAF	DATE: 8-1-2015
CHECKED:	DATE:
APPROVED:	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

THRASHER
THE THRASHER GROUP INC.
CIVIL • ENVIRONMENTAL • CONSULTING • FIELD SERVICES
800 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330
PHONE (304) 624-4108 • FAX (304) 624-7831

PHASE No.	
CONTRACT No.	
PROJECT No.	1-01-060-0429

CANAL PLACE
CONSTRUCTION PLANS FOR THE
MD BIKEWAY IMPROVEMENTS
ALLEGANY COUNTY, MARYLAND
EXISTING CONDITIONS



PLAN LEGEND

- EXISTING PARCELS BASEI
- EXISTING CONTOUR MIN(
- EXISTING CONTOUR MAJ(
- EXISTING BRICK PAVERS
- EXISTING EOP
- PROPOSED CURB
- PROPOSED FENCE
- PROPOSED PAVEMENT ST
- PROPOSED ASPHALT REP/
- PROPOSED FULL DEPTH A
- PROPOSED PAINTED ASPH

GENERAL NOTE

1. CONTRACTOR TO MAINTAIN A 36" M EXISTING DETECTABLE WARNING S
2. EXISTING BRICK PAVERS TO BE RE INSTALLED FLUSH AGAINST THE B/ CURB. ONE SOLDIER COURSE BAND CURB WITH A HERRINGBONE INTEF REFER TO THE PAVING PATTERN D
3. EXISTING PAVEMENT TO BE MILLE PROPOSED ASPHALT IS SHOWN. PA MILLED TO THE DEPTH OF THE EXI COURSE. SAW CUT AT THE LIMIT R EDGE BETWEEN NEW AND EXISTIN PROPOSED WEARING COURSE TO B ELEVATION OF ADJACENT PAVEME
4. SAW CUT EXISTING PAVING AT FUL REPAIR LOCATIONS. REMOVE EXIS SUBGRADE & REPAIR PER TYPICAL AND LOCATION OF FULL DEPTH AS SHALL BE FIELD VERIFIED AND AP ENGINEER PRIOR TO SAW CUTTING
5. THE CONTRACTOR SHALL MAINTA CUMBERLAND TIMES NEWS BUILDI BUSINESS HOURS.
6. THE CONTRACTOR SHALL TAKE PR WORKING AROUND EXISTING UTIL CONTRACTOR WILL BE RESPONSIB DAMAGE INCURRED DURING CONS NEW PAVEMENT SHALL BE FLUSH UTILITY SURFACE FEATURES.
7. BIKE LANE TO BE PAINTED GREEN. RGB VALUE: 88 153 121. HEX VALUE

10' 0 10'

N CONTAINED HEREIN IS THE
OF THE THRASHER GROUP
TION OF THESE DOCUMENTS
IN PART, FOR ANY REASON
R WRITTEN PERMISSION, IS
HIBITED. COPYRIGHT © 2015
RASHER GROUP, INC

NO	BY	DATE	DESCRIPTION

CANAL PLACE
History starts here.

SCALE:	
DRAWN: GAF	DATE: 8-1-2013
CHECKED:	DATE:
APPROVED:	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

THRASHER
THE THRASHER GROUP, INC.
CIVIL • ENVIRONMENTAL • CONSULTING • FIELD SERVICES
800 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330
PHONE (304) 624-4108 • FAX (304) 624-7831

PHASE No.	
CONTRACT No.	
PROJECT No.	1-01-060-0429

CANAL PLACE
CONSTRUCTION PLANS FOR THE
MD BIKEWAY IMPROVEMENTS
ALLEGANY COUNTY, MARYLAND
SITE PLAN

Item # 19

Attachment number 2 \nPage 4

Item # 19

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 25,835 **DATE:** July 7, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Grant Agreement by and between the Mayor and City Council of Cumberland and the MD Department of Transportation to provide grant funds in an amount not to exceed Fifty Thousand Dollars and No Cents ($50,000.00) for the improvement of the pedestrian and bicycle connection from the Cumberland Amtrak Station to the Great Allegheny Passage trail and the C&O Canal Towpath in Cumberland; and

BE IT FURTHER ORDERED, that the City shall contribute matching funds in the amount of Thirty-nine Thousand, Three Dollars and No Cents ($39,003.00).

Brian K. Grim, Mayor

JUL 07 2015

Item # 19

Maryland Department of Transportation
The Secretary's Office

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Pete K. Rahn
Secretary

September 3, 2015

Mr. John DiFonzo
Cumberland City Engineer
57 N. Liberty Street
Cumberland, MD 21502

Dear Mr. DiFonzo:

Enclosed and for your records is a fully executed original of the FY 2013 Maryland Bikeways Program Grant Agreement for the Cumberland Amtrak Station Project. The remaining originals will be filed in the Office of Planning and Capital Programming and the Office of Attorney General at Maryland Department of Transportation (MDOT). We look forward to working with you in the coming months on the project.

We also recommend that you review the Maryland Bikeways Project Guidelines found on the Cycle Maryland website: http://www.cycle.maryland.gov. Please contact me at 410-865-1281 or via email at oolugbenle@mdot.state.md.us with any questions. I will be pleased to assist you.

Sincerely,

Oluseyi Olugbenle
Office of Planning and Capital Programming

Enclosure

cc: Mr. Kenneth Hulsey, Assistant Attorney General, Office of Attorney General, MDOT

Received
SEP 14 2015
City of Cumberland Engineering Department

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF CUMBERLAND

THIS GRANT AGREEMENT ("Agreement") executed in triplicate and entered into this 7 day of July, 2015, by and between the Maryland Department of Transportation ("Department") and the Mayor and City Council of Cumberland ("Grantee").

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2012-2017 Consolidated Transportation Program-2012 State Report on Transportation a total of Ten Million Dollars ($10,000,000) for the Maryland Bikeways Program ("Program");

WHEREAS, the Department budgeted within the Program Fifty Thousand Dollars ($50,000) to improve the pedestrian and bicycle connection from the Cumberland Amtrak Station to the Great Allegheny Passage trail and the C&O Canal Towpath in Cumberland, Maryland (the "Project");

WHEREAS, the City has committed Thirty Nine Thousand and Three Dollars ($39,003) in matching funds to support the Project ("Local Match");

WHEREAS, additionally the City has obtained commitments of One Hundred Seventy Three Thousand One Hundred and Three Dollars ($173,103) from the Federal Highway Administration's Transportation Enhancements Program, and One Hundred Thousand Dollars ($100,000) from the Maryland Community Legacy Program, and Thirty Four Thousand and One Hundred Dollars ($34,100) from The National Railroad Passenger Corporation (Amtrak), (collectively "Third Party Grant Funds") for use in support of the Project;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State's transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Project will enhance bicycle safety and access and will improve bicycle circulation between two major regional trails and a passenger rail station that may in the future offer "roll-on and roll-off" service for bicycles;

WHEREAS, the City has presented the Project at public meetings at which public support and input has been clearly documented;

WHEREAS, the City will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the City agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and suplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.

2. The Department hereby grants to the Grantee a sum not to exceed Fifty Thousand Dollars ($50,000) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:

   a. Design bicycle route improvements between Canal Place and Baltimore Street via Canal Street;

   b. Remove fence and create a bicycle compatible transition between the trail and Canal Street;

   c. Improve paved surface along the portion of the bicycle route on Canal Street;

   d. Install pavement markings and bicycle route signs;

e. Prepare quarterly status reports and final reports, as requested by the Department; and

f. Monitor and supervise compliance with all provisions in this Agreement.

3. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking on Accessibility Guideline for Shared Use Paths.

4. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

5. The Grantee shall require all contractors and subcontractors, prior to commencement of work on the Project, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence;

b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence;

c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of $500,000 aggregate and $200,000 each occurrence, and $30,000 per person, $60,000 per accident for bodily injury and $15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. The Grantee shall have the right to self-insure.

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required

in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

6. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act, currently found at Maryland Annotated Code, State Government, Section 12-101.

7. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from other funding sources other than the Maryland Bikeways Program to complete the Project.

8. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

(a) actual expenditures incurred by the Grantee in connection with the Project;

(b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by the Department to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice must be submitted with a Final Report as stipulated by the Department. The final invoice will not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

9. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

10. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on September 25, 2015, whichever is sooner.

11. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

(a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;

(b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim which the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

12. The Grantee shall maintain separate and complete accounting records which are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

13. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

14. This Agreement may be modified only by written instrument, executed by the Department and the Grantee.

15. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland the Grantee shall, to the extent permitted by

law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

16. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

17. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and suplemented).

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

19. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

20. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

(a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;

(b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;

(c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

21. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

(a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;

(b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or

(c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

22. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in EXCECUTIVE ORDER 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

23. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

24. If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

(a) such provision shall be fully severable;

(b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and

(c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

25. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

26. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 18 of this Agreement, their assigns.

27. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Mail to the following addressees:

In the case of MDOT:

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076

In the case of the Grantee:

Mr. John DiFonzo
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

The next page is the signature page.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

WITNESS:

MARYLAND DEPARTMENT OF TRANSPORTATION

By:
Dennis Schrader
Deputy Secretary

FUNDS AVAILABLE:

David L. Fleming, Chief Financial Officer
Office of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assistant Attorney General
Maryland Department of Transportation

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

By:

Marjorie Woodring, City Clerk

Brian K. Grim, Mayor

CANAL PLACE PERSERVATION AND DEVELOPMENT AUTHORITY
CANAL PLACE HERITAGE AREA & MD BIKEWAYS IMPROVEMENTS

BID TABULATION - PROJECT COST DISTRIBUTION

FUDING SOURCES: MARYLAND HERITAGE PROGRAM, TRANSPORTATION ENHANCEMENT PROGRAM, CITY MARKET PLACE & MARYLAND BIKEWAYS

Thrasher Engineering Project #060-0429

October 6, 2015

Low Bidder: Manheim Inc.

PROJECT COST BREAKDOWN

General	$	104,000.00	
Heritage Area Improvements	$	210,265.00	(Less Deductive Alternates 1 & 2)
Bikeways Improvements	$	29,230.00	
Total Construction Cost	**$**	**343,495.00**	

Percentages of General Subtotal

Heritage Area	87.80%
MD Bikeways	12.20%

Heritage Area Improvements		
General	$	91,306.96
Heritage Area Improvements	$	210,265.00
Total Heritage Area Construction Cost	**$**	**301,571.96**

MD Bikeways Improvements		
General	$	12,693.04
Bikeways Improvements	$	29,230.00
Total MD Bikeways Construction Cost	**$**	**41,923.04**

CANAL PLACE PRESERVATION AND DEVELOPMENT AUTHORITY
ALLEGANY COUNTY, MARYLAND
CANAL PLACE HERITAGE AREA & MARYLAND BIKEWAYS IMPROVEMENTS
BID TABULATION
Thrasher Project #606-060-0429
Bid Opening: Thursday, October 1, 2015 at 3:00 P.M.

Item	Qty.		Description	Manheim Pittsburgh, PA		Herbel Cumberland, MD	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID GENERAL BID ITEMS							
1.1	1	LS	Mobilization/Demobilization	$ 30,000.00	$30,000.00	$ 10,000.00	$10,000.00
1.2	1	LS	Clearing & Grubbing	$ 7,000.00	$7,000.00	$ 10,000.00	$10,000.00
1.3	1	LS	Construction Stakeout	$ 8,000.00	$8,000.00	$ 40,000.00	$40,000.00
1.4	1	LS	Demolition	$ 45,000.00	$45,000.00	$ 22,000.00	$22,000.00
1.5	1	LS	Erosion & Sediment Control Measures	$ 6,000.00	$6,000.00	$ 5,000.00	$5,000.00
1.6	1	LS	Maintenance of Traffic	$ 8,000.00	$8,000.00	$ 4,600.00	$4,600.00
			TOTAL FOR GENERAL BID ITEMS		$104,000.00		$91,600.00
HERITAGE AREA IMPROVEMENTS							
2.1	275	LF	Construction Barricade Fence	$ 5.00	$1,375.00	$ 18.00	$4,950.00
2.2	200	SY	Separation Fabric	$ 5.00	$1,000.00	$ 7.00	$1,400.00
2.3	200	SY	6" Base Stone	$ 70.00	$14,000.00	$ 20.00	$4,000.00
2.4	35	TN	3" HMA Base Course	$ 200.00	$7,000.00	$ 197.00	$6,895.00
2.5	17	TN	1 ½" HMA Wearing Course	$ 310.00	$5,270.00	$ 320.00	$5,440.00
2.6	260	LF	Concrete Curb & Gutter	$ 85.00	$22,100.00	$ 81.00	$21,060.00
2.7	9	SY	Asphalt Repair (Associated with Curb & Gutter)	$ 120.00	$1,080.00	$ 220.00	$1,980.00
2.8	35	SY	Continuous Concrete Ramp with Detectable Warning Pavers	$ 400.00	$14,000.00	$ 375.00	$13,125.00
2.9	7	SY	Repurposed Brick Plaza Addition	$ 400.00	$2,800.00	$ 1,100.00	$7,700.00
2.10	1	LS	Gateway Structure, Complete	$ 60,000.00	$60,000.00	$ 40,000.00	$40,000.00
2.11	1	SY	2" Water Line Relocation	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00
2.12	3	EA	Handicap Sign, Post, Footer	$ 500.00	$1,500.00	$ 650.00	$1,950.00
2.13	85	LF	Trench Drain	$ 100.00	$8,500.00	$ 52.00	$4,420.00
2.14	1	LS	Pavement Markings	$ 2,000.00	$2,000.00	$ 1,160.00	$1,160.00
2.15	170	CY	Earthwork	$ 70.00	$11,900.00	$ 47.00	$7,990.00
2.16	7	EA	Parking Stops	$ 100.00	$700.00	$ 120.00	$840.00
2.17	45	CY	Concrete Retaining Walls	$ 800.00	$36,000.00	$ 1,730.00	$77,850.00
2.18	325	LF	Metal Handrail	$ 170.00	$55,250.00	$ 197.00	$64,025.00
2.19	2	EA	Raised Crosswalk, Complete	$ 15,000.00	$30,000.00	$ 6,000.00	$12,000.00
2.20	180	SY	4" Concrete Sidewalk	$ 130.00	$23,400.00	$ 113.00	$20,340.00
2.21	27	SY	Repurposed Brick Ramp Landings	$ 120.00	$3,240.00	$ 724.00	$19,548.00
2.22	25	LF	2" Electrical Conduit	$ 40.00	$1,000.00	$ 60.00	$1,500.00
2.23	1	EA	8" PVC Yard Inlet	$ 800.00	$800.00	$ 1,300.00	$1,300.00
2.24	2	EA	Tie-in to Existing Storm Drain Inlet	$ 400.00	$800.00	$ 600.00	$1,200.00
2.25	65	LF	4" SCH. 40 PVC Pipe	$ 30.00	$1,950.00	$ 19.00	$1,235.00
2.26	1	LS	Landscaping	$ 5,000.00	$5,000.00	$ 7,800.00	$7,800.00
2.27	1	LS	Site Stabilization (Seeding & Mulching)	$ 3,000.00	$3,000.00	$ 4,550.00	$4,550.00
			TOTAL FOR HERITAGE AREA IMPROVEMENTS		$318,665.00		$339,258.00
MARYLAND BIKEWAYS IMPROVEMENTS							
3.1	1	LS	Repurpose Pavers, Parking Stop Sign, and Fence	$ 7,000.00	$7,000.00	$ 4,900.00	$4,900.00
3.2	84	SY	Separation Fabric	$ 5.00	$420.00	$ 8.00	$672.00
3.3	84	SY	6" Base Stone	$ 70.00	$5,880.00	$ 70.00	$5,880.00
3.4	15	TN	3" HMA Base Course	$ 250.00	$3,750.00	$ 250.00	$3,750.00
3.5	19	TN	1 ½" HMA Wearing Course	$ 220.00	$4,180.00	$ 220.00	$4,180.00
3.6	45	LF	Concrete Curb	$ 100.00	$4,500.00	$ 86.00	$3,870.00
3.7	1	EA	MUTCD D11-1a Sign, Post, Footer	$ 500.00	$500.00	$ 915.00	$915.00
3.8	1	EA	MUTCD D11-2 Sign, Post, Footer	$ 500.00	$500.00	$ 915.00	$915.00
3.9	2	EA	MUTCD M1-6 Sign, Post, Footer	$ 500.00	$1,000.00	$ 915.00	$1,830.00
3.10	1	EA	MUTCD R4-11 Sign, Post, Footer	$ 500.00	$500.00	$ 915.00	$915.00
3.11	1	LS	Pavement Markings	$ 1,000.00	$1,000.00	$ 1,150.00	$1,150.00
			TOTAL MARYLAND BIKEWAYS IMPROVEMENTS		$29,230.00		$28,977.00
			TOTAL BASE BID		$451,895.00		$459,835.00
DEDUCTIVE ALTERNATE #1 - GATEWAY STRUCTURE							
2.10	1	LS	Gateway Structure, Complete	$ 60,000.00	$60,000.00	$ 40,000.00	$40,000.00
2.11	1	SY	2" Water Line Relocation	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00
			TOTAL BID DEDUCTIVE ALTERNATE #1 - GATEWAY STRUCTURE		$65,000.00		$45,000.00
DEDUCTIVE ALTERNATE #2 - RAISED CROSSWALK, COMPLETE							
2.6	125	LF	Concrete Curb & Gutter	$ 100.00	$12,500.00	$ 81.00	$10,125.00
2.7	9	SY	Asphalt Repair	$ 100.00	$900.00	$ 220.00	$1,980.00
2.19	2	EA	Raised Crosswalk, Complete	$ 15,000.00	$30,000.00	$ 6,000.00	$12,000.00
			TOTAL DEDUCTIVE ALTERNATE #2 RAISED CROSSWALK, COMPLETE		$43,400.00		$24,105.00

Prepared By:

THRASHER

600 White Oaks Blvd.
P.O. Box 940
Bridgeport, WV 26330
(304) 624-4108
Fax: 624-7831
thrasher@thrasherenc.com
www.thrasherenc.com

STATE OF MARYLAND ROBERT HANDY THRASHER 45810 PROFESSIONAL ENGINEER

10/6/2015

Regular Council Agenda
November 17, 2015

Description

Order authorizing the City Administrator to execute Change Order No. 5 for the Memorial Hospital Demolition Project (19-12-M) in the decreased amount of $2,041.47 to provide credit for certain items in previous Change Order Nos. 1 and 2

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation for the City Administrator to execute Change Order No. 5 to the current contract with Ritter & Paratore Contracting, Inc. relative to the current "Memorial Hospital Demolition Project" (19-12-M) in the decreased amount of $2,041.47. This decreased amount provides credit amounts for certain items in Change Order Nos. 1 and 2

☐ Budgeted

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

Value of Award (if applicable)

($2,041.47)

Source of Funding (if applicable)

021.096A.57900

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 3, 2015

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 5 to the existing contract with Ritter & Paratore Contracting, Inc., 2435 State Route 5, Utica, New York 13502, for the "Memorial Hospital Demolition Project" (19-12-M) in the decreased amount of Two Thousand, Forty-one Dollars and Forty-seven Cents ($2,041.47), bringing the total cost of the contract to an amount not to exceed Two Million, Forty-five Thousand, Four Hundred Three Dollars and Sixteen Cents ($2,045,403.16), due to credits for items in Change Orders No. 1 and No. 2.

_____

Mayor Brian K. Grim

Ritter and Paratore Contracting, Inc. (19-12-M)	Change Orders
Original Contract Amount	$ 1,474,900.00
Change Order No. 1	$ 76,726.16
Change Order No. 2	$ 400,058.18
Change Order No. 3	$ 64,993.64
Change Order No. 4	$30,766.65
Change Order No. 5	($2,041.47)
New Contract Amount	**$2,045,403.16**

Funding: 021.096A.57900

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Demolition of Memorial Hospital
Cumberland Memorial Hospital
600 Memorial Avenue
Cumberland, MD 21502

TO CONTRACTOR *(Name and address)*:
Ritter & Paratore Contracting, Inc.
2435 State Route 5
Utica, NY 13502

CHANGE ORDER NUMBER: 005
DATE: October 1, 2015

ARCHITECT'S PROJECT NUMBER: 0541-13-255
CONTRACT DATE: September 24, 2013
CONTRACT FOR: Demolition of Memorial Hospital

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Credit on Change Order No. 1 and 2. Total Credit ($2,041.47)

The original Contract Sum was	$	1,474,900.00
The net change by previously authorized Change Orders	$	572,544.63
The Contract Sum prior to this Change Order was	$	2,047,444.63
The Contract Sum will be decreased by this Change Order in the amount of	$	2,041.47
The new Contract Sum including this Change Order will be	$	2,045,403.16

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is N/A.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

EADS Architects, Inc.	Ritter & Paratore Contracting, Inc.	Mayor and City Council of Cumberland
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
450 Aberdeen Drive Somerset, PA 15501-1749	2435 State Route 5 Utica, NY 13502-7717	57 N. Liberty Street Cumberland, MD 21502
ADDRESS	**ADDRESS**	**ADDRESS**
Timothy B. Hoffman, AIA		
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Timothy B. Hoffman, AIA	Frank J. Paratore, VP	Jeffrey Rhodes
(Typed name)	*(Typed name)*	*(Typed name)*
10/01/2015	10-6-15	
DATE	**DATE**	**DATE**

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:44:48 on 10/01/2015 under Order No.9676098010_1 which expires on 03/21/2016, and is not for resale.
User Notes: (1919248744)

Regular Council Agenda
November 17, 2015

Description

Order authorizing the execution of an Encroachment Agreement with Martha Ruth Murray, owner of 218 Cumberland Street, to allow for the construction of a retaining wall in the public right of way of Spruce Alley, measuring 3 ft. wide by 45 ft. long

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 17, 2015

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

THAT, the Mayor be and is hereby authorized to execute an Encroachment Agreement with Martha Ruth Murray, owner of 218 Cumberland Street, to allow for the construction of a retaining wall in the public right of way of Spruce Alley, said encroachment to measure 3 ft. wide by 45 ft. long.

_____

Brian K. Grim, Mayor

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made this ____ day of November, 2015 by and between the Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation, and Martha Ruth Murray (the "Owner").

RECITALS:

WHEREAS, the Owner is the record title holder of that certain parcel of property and the improvements thereon located at 218 Cumberland Street, Cumberland, MD 21502 (the "Property"), which Property is more particularly described in the deed from Martha R. Thompson to the Owner dated December 2, 1998 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 666, folio 502;

WHEREAS, the Owner has requested an encroachment in the public right-of-way of Spruce Alley measuring 3 feet wide by 45 feet long (the "Encroachment"), as shown of the sketch of survey attached hereto and incorporated by reference herein as Exhibit A, for the purpose of installing a retaining wall; and

WHEREAS, the City has agreed to allow the said Encroachment subject to the below set forth terms and conditions.

WITNESSETH:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City and the Owner hereby agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. Grant of License. The City hereby licenses and permits the Owner to utilize the Encroachment for the purpose of installing a retaining wall, but only within the area of the Encroachment. It is understood that the Encroachment is hereby deemed to be by license only and is not to be considered a conveyance or permanent grant of an easement in the area encroached upon. The grant of the said license confers no right, title or interest in and to the City's property other than the right to use the Encroachment subject to the terms and conditions of this Agreement. The license granted herein may be revoked for any reason or no reason at all.

3. Duration. It is understood and agreed that the license for the Encroachment herein granted is temporary in nature. The City may terminate this Agreement at any time and for any reason. In the event the City terminates this Agreement, the Owner, at her sole cost and expense, shall remove all improvements they installed in the area of the Encroachment, restoring it to the condition is was in prior to

the installation of those improvements. Said removal and restoration shall be effected no later than sixty (60) days from the date of the City's demand therefor. In the event the Owner fails to effect the removal of the Encroachment and the restoration of the Property in the manner and within the time frame aforesaid, the City may effect the said removal and/or restoration, and the Owner shall indemnify the City for the costs it incurs in doing so.

4. **Construction.** Any and all bearings and/or structures erected upon or in the area of the Encroachment by or on behalf of the Owner shall be supported by their own foundations and shall not rely on existing conditions or structures located within the right-of-way. Any construction within the area of the Encroachment shall be undertaken, completed and at all times maintained by the Owner in a good and/or workmanlike manner, using sound construction, engineering and or maintenance techniques and practices. To the extent that any permits are required for the construction or improvement to the area of the Encroachment, the Owner shall apply for and obtain them at her sole cost and expense. This Agreement shall not be deemed to constitute such a permit or an application therefor.

5. **Indemnification.** The Owner, for herself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, which may be imposed upon or asserted against the City arising from or in any way associated with the Encroachment, the Owner's breach of the terms of this Agreement and/or any acts or omissions occurring within or related to the area in which the Encroachment is located.

6. **Agreement Runs with Land.** This Agreement shall be binding upon the Owner, her personal representatives, heirs, successors and assigns. This Agreement will run with the title to the Property and will forever benefit the City and bind the Owner and all future owners of the Property, including, without limitation, their respective personal representatives, heirs, successors and assigns.

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

8. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

9. **Waiver.** The City's indulgence with respect to any of the terms and conditions of this Agreement or its failure to exercise any of its rights thereunder shall not constitute a waiver thereof, and the Owner shall remain liable and responsible for the strict performance of such terms and conditions.

10. **Governing Law.** This Agreement 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 the parties hereto waive the right to claim that such a proceeding is commence in an inconvenient forum or one that lacks proper venue.

11. **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.

12. **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 AGREEMENT. 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 AGREEMENT.**

13. **Recording Costs/Taxes.** The City reserves the right to record this Agreement among the Land Records of Allegany County, Maryland. The Owner shall bear the costs of recordation she shall pay any taxes due in connection therewith.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

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

_____

By: _____ (SEAL)
Martha Ruth Murray

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 the City of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation and that 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 that the total payment made to the grantor was $ 0.00 and 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 Martha Ruth Murray known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained.

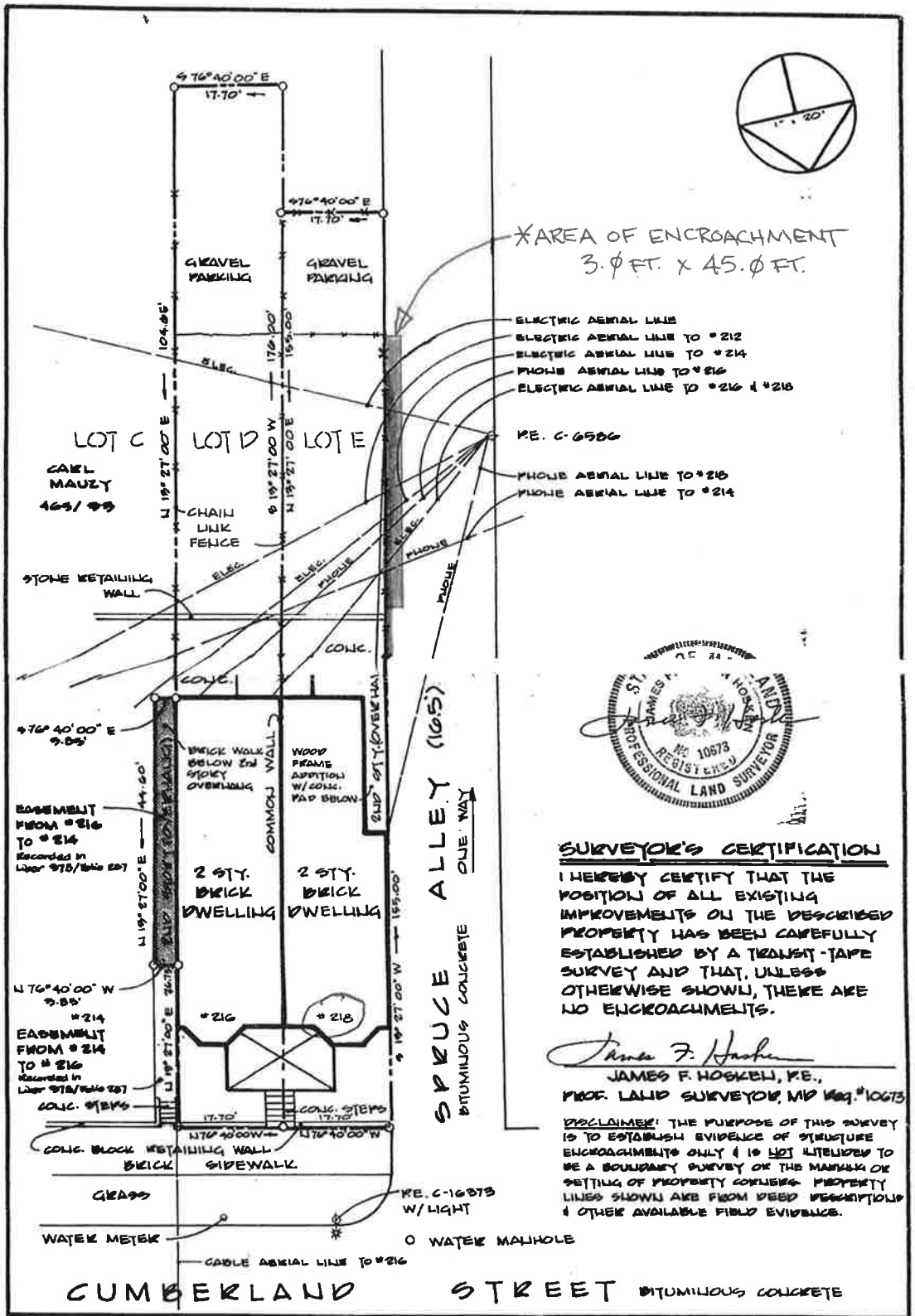
WITNESS my hand and Notarial Seal.

_____
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



HOUSE LOCATION SURVEY

Prepared for: MARTHA R. THOMPSON
216 & 218 CUMBERLAND STREET, ELEC. DIST. 6
CUMBERLAND, ALLEGANY COUNTY, MARYLAND

SPECS
SURVEYING & PROFESSIONAL ENGINEERING CONSULTING SERVICES, INC.
105 South Center St. • Cumberland, Md. 21502 • 301-777-2610

85060-280
SCALE 1"=20'
AUGUST 28, 1985
BJF

Item # 21

MB 2321

Regular Council Agenda
November 17, 2015

Description

Order authorizing the Chief of Police to accept a Maryland Police and Correctional Training Commission Grant in the amount of $1,250.00 for the purchase of defensive tactics equipment for training purposes

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 17, 2015

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

THAT the Chief of Police be and is hereby authorized to accept an MPCTC (Maryland Police and Correctional Training Commission) Grant for FY16 entitled "Defensive Tactics Equipment" in the amount of One Thousand Two Hundred Fifty Dollars and No Cents ($1,250.00) for the period 11/9/15 to 6/30/16.

_____

Brian K. Grim, Mayor

Grant: PDF 16-11

Department of Public Safety and Correctional Services

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

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

STEPHEN T. MOYER
SECRETARY

WILLIAM G. STEWART
DEPUTY SECRETARY
ADMINISTRATION

WAYNE WEBB
ACTING DEPUTY SECRETARY
OPERATIONS

WILLIAM M. PALLOZZI
CHAIR
POLICE TRAINING COMMISSION

STEPHEN T. MOYER
CHAIR
CORRECTIONAL TRAINING COMMISSION

J. MICHAEL ZEIGLER
EXECUTIVE DIRECTOR

ALBERT L. LIEBNO, JR.
DEPUTY DIRECTOR

November 3, 2015

Chief Charles H. Hinnant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

Dear Chief Hinnant:

We are pleased to inform you that your grant application entitled *Defensive Tactics Equipment* has been approved in the amount of $1,250.00. Enclosed you will find a grant award packet and the required reporting documents. As a grant recipient, you are required to review and adhere to the included instructions. These are specified in the General and Special Conditions, included with the award package.

The original Grant Award document is included with this package. This form must be signed by the Agency Head (as designated in the application) and returned to the MPCTC Grant Coordinator within 15 days of the date of the award. Failure to return the completed Grant Award document in 15 days may result in the grant award being revoked.

Upon receipt of the original signed Grant Award, additional information will be mailed to the Project Director. The Project Director will be responsible for completing and submitting the quarterly progress report, reimbursement requests, and final financial report. Any modifications to the grant must originate from the Project Director.

Projects may begin as soon as the Grant Award is signed by the Agency Head and the General and Special Conditions of the grant award have been accepted. The grant award can only be used for the approved initiative.

Should you have any questions, please contact me at (410) 875-3525 or via email at jabeskid@dpscs.state.md.us.

On behalf of the Professional Development Grant Board, thank you for your interest in providing professional services to public safety agencies and personnel in Maryland.

Sincerely,

Jennifer A. Beskid
Grants Administrator

GRANT AWARD
Professional Development Fund

PDF 16 - 11

A. TITLE OF INITIATIVE: Defensive Tactics Equipment

B. GRANTEE: Cumberland Police Department

C. DATE OF AWARD: November 9, 2015
D. PERIOD OF AWARD: November 9, 2015 – June 30, 2016
E. AMOUNT OF AWARD: $1,250.00

Award is hereby made for financial assistance by the Police and Correctional Training Commissions in accordance with the Professional Development Fund.

This Grant is subject to the General Conditions and any Special Conditions attached to the Grant Award as well as all statutes and requirements of the State of Maryland.

This Grant shall become effective as of the beginning date of the award period providing that a fully executed original of the Grant Award has be signed by the Agency Head and returned to the Police and Correctional Training Commissions within fifteen (15) days of the date of the award.

FOR THE STATE OF MARYLAND:

J. Michael Zeigler
Executive Director
Police & Correctional Training Commissions

GRANTEE ACCEPTANCE:

Signature of Agency Head

Printed/Typed Name and Title

Date

DESIGNATION OF PROJECT DIRECTOR
Professional Development Fund

PDF 16 – 11

TO: Professional Development Grant Board

FROM:

RE: PDF 16 – 11

DATE: November 3, 2015

Submission of this form confirms my appointment of _____ as Project Director for PDF 16 - 11. All correspondence may be directed to:

*Name:*_____

*Agency:*_____

*Street Address:*_____

*City, State, ZIP:*_____

The contact phone number is (_____) _____ - _____ and the email address is

_____.

Regular Council Agenda
November 17, 2015

Description

Order authorizing the execution of a Grant Agreement with the MD Department of Planning to provide up to $13,300 in funding for cultural programming in the Canal Place Heritage Area and committing matching contributions from the City

Approval, Acceptance / Recommendation

This grant from the MD Department of Planning will be used to provide cultural programming the Canal Place Heritage Area. Grant funds will support visual arts, musical arts, and heritage programming in the heritage area, including living history, live music and reenactments. The City / DDC has committed matching funds and in-kind support in the amount of $13,300, as required by the grant.

☐ Budgeted

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

Value of Award (if applicable)

$13,300

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** November 17, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Grant Agreement with the MD Department of Planning to provide up to Thirteen Thousand, Three Hundred Dollars ($ 13,300.00) in funding for cultural programming in the Canal Place Heritage Area.

_____

Brian K. Grim, Mayor

Maryland Department of Planning
Maryland Historical Trust

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

David R. Craig, Secretary
Wendi W. Peters, Deputy Secretary

October 21, 2015

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

Dear Dr. Light:

Enclosed is the FY16 MHAA Grant Agreement for the project entitled Canal Place Heritage Area Cultural Programming. This Agreement must be signed where indicated by a person legally authorized to enter into contracts for MAYOR AND CITY COUNCIL OF CUMBERLAND. Within 30 days, please return this hard copy of the Grant Agreement, with original signatures, to my attention at the Maryland Historical Trust.

Also, please fill out and sign the Corporate Resolution and the MHAA disbursement request form (enclosed).

As soon as our Attorney and Agency Head sign the Agreement, we will return a fully executed electronic copy of the Agreement to you for your files.

We look forward to continuing our work with you on this important project.

Sincerely,

Jennifer Ruffner
Assistant Administrator
Maryland Heritage Areas Program

Enclosures

100 Community Place - Crownsville - Maryland - 21032
Tel: 410.514.7600 - Toll Free: 1.800.756.0119 - TTY users: Maryland Relay - MHT.Maryland.gov

MHAA DISBURSEMENT REQUEST FORM

GRANTEE - FEDERAL ID NUMBER (F.E.I.N.)	GRANT AGREEMENT DATE (Execution Date on the Signature Page)	DISBURSEMENT REQUEST NUMBER	TOTAL GRANT DISBURSEMENT RECEIVED TO DATE	AMOUNT REQUESTED THIS DISBURSEMENT

NAME AND ADDRESS OF GRANTEE	NAME AND TELEPHONE NUMBER OF GRANTEE CONTACT

USE OF FUNDS (Budget line items should match the approved budget in the grant agreement)	MHAA GRANT FUNDS AWARDED	MHAA GRANT FUNDS EXPENDED TO DATE	GRANTEE REQUIRED CONTRIBUTION BUDGETED*		GRANTEE REQUIRED CONTRIBUTION EXPENDED TO DATE*		OTHER PROJECT COSTS BUDGETED	OTHER PROJECT COSTS EXPENDED TO DATE	BUDGETED TOTAL PROJECT COSTS	ACTUAL TOTAL PROJECT COSTS
			CASH	IN-KIND	CASH	IN-KIND				
TOTAL:	$		$	$			$			$

N/A - FOR FIRST DISBURSEMENT REQUEST - ONLY

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

CERTIFICATION

I certify that this request for payment is made in accordance with the terms and conditions of the Grant Agreement with the Maryland Heritage Areas Authority, and the amount requested is correct. Furthermore, I certify that the representations, certifications, and other matters contained in the Grant Agreement dated _____ are and remain true and complete in all material respects as of the date of this request for disbursement.

Authorized Signature	Title	Date

STATE USE ONLY				
Date Received	Amount Approved	Payment Reviewed By	Payment Approved By	PCA Code
		Assistant Grants Manager, MHT / MHAA	Fiscal Manager, MHT	41530

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
GRANT AGREEMENT

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

RECITALS

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

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

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

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

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

a. <u>Grant Purpose.</u> The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed $13,300.00 (the "**Grant**") for the activities set forth and described in **<u>Exhibit A</u>** of this Agreement (the "**Project**") as further described in the attached **<u>Exhibit A – Project Requirements</u>** (the "**Scope of Work**"). Grantee shall use the Grant only for the activities authorized in **<u>Exhibit A</u>**, and shall operate the Project in accordance with the Act, the Regulations and the term and conditions of this Agreement.

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

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

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

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

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

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

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

3. Grant Documents.

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

a. This Agreement;

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

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

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

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

4. Expenditure of Grant Proceeds.

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

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

b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing July 10, 2014.

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

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

5. Disbursement of Grant Proceeds.

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

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

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

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

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

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

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

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

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

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

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

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

a. A default under this Agreement shall occur if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Records and Reports.**

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

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

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

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

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

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

8. General and Special Covenants.

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

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

9. Grantee's Certifications. By executing the Agreement, Grantee certifies to MHAA that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Indemnification.

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

12. Notices.

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

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

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

b. Communications to Grantee shall be mailed to:

Dr. Jennifer Light
57 North Liberty Street
Cumberland, MD 21502

13. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be

required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

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

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

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

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

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

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

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

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

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

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

WITNESS our hands and s[illegible]ate.

PLEASE
SIGN AND
WITNESS
SIGN

ATTEST/WITNESS: **: MAYOR AND CITY COUNCIL OF [illegible]LAND**

_____ _____(SEAL)
(Signature) _____
Title: _____

WITNESS:

_____
(Signature)

MARYLAND HERITAGE AREAS AUTHORITY

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

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

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

_____
Assistant Attorney General

Attachments:

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

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

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

Project Summary: To provide cultural programming in the Canal Place Heritage Area. Grant funds will support visual arts; musical arts; and heritage programming in the heritage area, including living history, live music and reenactments.

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

PROJECT TIMETABLE

7/9/2015	"**PROJECT COMMENCEMENT DATE**": Work may commence on the Project
2/29/2016	Mid-Project Report Due
9/30/2016	"**PROJECT COMPLETION DATE**": All work items detailed in Exhibit A completed. All grant funds expended.
11/30/2016	"**FINAL REPORT DUE DATE**" Grantee must submit to Project Monitor a Final Report (as described in Exhibit A, - Reports), including all Project products as well as all required financial documentation with a completed final Request for Disbursement. Failure to submit the Final Report may result in the forfeiture and/or recapture of Grant funds.

SPECIAL CONDITIONS

1. Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee's Contribution may be used for costs incurred on or after July 9, 2015.

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

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

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

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

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

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

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

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

GRANTEE'S CONTRIBUTION

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

MHAA GRANT	$13,300.00
GRANTEE'S REQUIRED CASH CONTRIBUTION	$9,975.00
GRANTEE'S REQUIRED IN-KIND CONTRIBUTION	$3,325.00
GRANTEE'S TOTAL REQUIRED CONTRIBUTION	$13,300.00

DISBURSEMENT SCHEDULE

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

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

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

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

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

REPORTS

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

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

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

4. The Grantee shall furnish to MHAA a Final Report through MHT's online grants software system, according to the Project Timetable set forth in **Exhibit A - Timetable**, which must be approved by MHAA

prior to the release of the final disbursement of Grant funds. The Final Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the grant period. Incomplete reports will be returned, and Grant funds withheld, until all requested corrections are made. The Final Report shall contain the following:

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

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

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

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

Exhibit B
PROJECT BUDGET

Line Item No	Use of Funds	MHAA Grant Funds	Grantee Required Cash Match	Grantee Required In-Kind Match	Other Project Costs	Total Project Cost
1	Visual Arts Programming	$5,000.00	$3,750.00	$1,250.00		$10,000.00
2	Musical Arts Programming	$4,800.00	$3,600.00	$1,200.00		$9,600.00
3	Heritage Programming	$3,500.00	$2,625.00	$875.00		$7,000.00
	TOTALS	**$13,300.00**	**$9,975.00**	**$3,325.00**	**$0.00**	**$26,600.00**

ATTACHMENT 1

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

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

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Title VI of the Civil Rights Act of 1964, as amended, (the "Act"), to the end that, in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Grantee receives financial or technical assistance from MHAA;

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

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

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

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

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

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

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

G. The Policy on Equal Opportunity of the Secretary of Planning, to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

H. All other applicable Federal and State laws, regulations and rules;

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

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

WITNESS:

_____
(Signature)

GRANTEE: MAYOR AND CITY COUNCIL OF CUMBERLAND

By:_____
Name:_____
Title:_____

PLEASE DATE,

SIGN, AND
WITNESS
SIGN