



AGENDA

MAYOR

Raymond M. Morriss

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

Richard J. "Rock" Cioni

Eugene T. Frazier

Laurie P. Marchini

CITY CLERK

Marjorie A. Woodring

DATE: March 19, 2019

I. Open Session

1. 6:15 p.m. - Open Session

II. Pledge of Allegiance

III. Roll Call

IV. Presentations

1. Recognition of the City's receipt of the US EPA Performance and Innovation in the SRF Creating Environmental Success (PISCES) program certificate for innovative use of SRF funding for the Cumberland Wastewater Treatment Plant Combined Sewer Overflows project
2. Presentation from Renee Kniseley regarding the Allegany Youth Enrichment Program
3. Presentation from Paul Kelly, Executive Director of the Cumberland Economic Development Corporation, on the proposed streetscape design for Baltimore Street being recommended by the Baltimore Street Design Committee, as developed by Cochran Studio

V. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for February, 2019
2. Utilities Division - Flood/Water/Sewer monthly report for February, 2019

(B) Administrative Services

1. Administrative Services monthly report for February, 2019

(C) Fire

1. Fire Department monthly report for February, 2019

(D) Police

1. Police Department monthly report for February, 2019

VI. Approval of Minutes

1. Approval of the Regular Session Minutes of February 5, 2019

VII. New Business

(A) Orders (Consent Agenda)

1. Order approving execution of a Concession License Agreement with Joyce Wormack for the operation of the Concession Area at the Casino Building at Constitution Park for the period May 1 - September 30, 2019 for the fee of \$1,500
2. Order authorizing the City Administrator to execute all Employment Agreement for seasonal employees entered into during the 2019 spring / summer season, with said agreements not exceeding six (6) months in length
3. Order authorizing program amendments to the Community Development Block Grant Program effective March 19, 2019.
4. Order authorizing the Chief of Police to enter into a Memorandum of Agreement with the Maryland State Police, Allegany County Sheriff's Office and the Allegany County State's Attorney's Office to coordinate the multi-agency Allegany County Narcotics Task Force for the purpose of conducting controlled dangerous substance investigations jointly.

5. Order abating taxes and utilities for City-owned property at 616-618 Maryland Avenue
6. Order lifting the open container provisions of the City Code to allow open containers of alcohol in a designated area of the downtown from 3:00 p.m. until 9:00 p.m. during the 2019 Discover Downtown Cumberland events, notwithstanding that open glass containers shall not be allowed
7. Order authorizing execution of a Cooperation Agreement with River Bend Court, LP outlining terms and conditions by which River Bend Court, LP shall make payments in lieu of taxes relative to the redevelopment of River Bend Court (formerly Fort Cumberland Homes), with said Agreement subject to final review by the City Solicitor

(B) Letters, Petitions

1. Letter from Cityreach Church asking permission to use the old Memorial Hospital site on Saturday, April 20th, from 12-4 p.m. to hold an Egg Hunt

VIII. Public Comments

All public comments are limited to 5 minutes per person

IX. Adjournment



Regular Council Agenda
March 19, 2019

Description

6:15 p.m. - Open Session

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 19, 2019

Description

Recognition of the City's receipt of the US EPA Performance and Innovation in the SRF Creating Environmental Success (PISCES) program certificate for innovative use of SRF funding for the Cumberland Wastewater Treatment Plant Combined Sewer Overflows project

Approval, Acceptance / Recommendation

Budgeted

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2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

Honorable Raymond M. Morriss, Mayor
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

MAR 06 2019

Dear Mayor Morriss:

Thank you for the City's participation in the Maryland Department of the Environment Clean Water State Revolving Loan Fund (SRF) Program. The enclosed EPA PISCES (Performance and Innovation in the SFR Creating Environmental Success) program certificate is presented to the City of Cumberland in recognition of the City's innovative use of SRF funding for the Cumberland Wastewater Treatment Plant Combined Sewer Overflows project.

By constructing the Combine Sewer Overflow (CSO) storage system to implement your Long-Term Control Plan (LTCP), thereby decreasing up to 85 percent of the CSO, your treatment plant will be reducing nutrient loading to the Potomac River. In locating the storage system beneath recreational fields and basketball courts and using gravity to direct excess influent past the treatment plant and into a five-chamber concrete tank, the City used innovation to solve the overflow problem.

The City of Cumberland's SRF project is one of only thirty projects recognized nationally by the PISCES program for demonstrating environmental success, financial integrity, and compliance with the Clean Water Act.

Congratulations on this achievement and thank you for your commitment to water quality improvement and environmental and public health protection through assistance from the Maryland Department of the Environment CWSRF program.

Sincerely,

A handwritten signature in cursive script that reads "Lorraine H. Reynolds".

Lorraine H. Reynolds, Associate Director
Office of Infrastructure and Assistance

cc: Brooke Cassell, Public Works Operation Manager

Enclosure





2018 PISCES Recognition

Performance And Innovation In The SRF Creating Environmental Success

Presented to:

The City of Cumberland

In Recognition of the:

Combined Sewer Overflow Storage Project

12/12/18

Date

A handwritten signature in black ink, appearing to read "Andrew Sawyers".

Andrew Sawyers, Ph.D., Director
Office of Wastewater Management



Regular Council Agenda
March 19, 2019

Description

Presentation from Renee Kniseley regarding the Allegany Youth Enrichment Program

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 19, 2019

Description

Presentation from Paul Kelly, Executive Director of the Cumberland Economic Development Corporation, on the proposed streetscape design for Baltimore Street being recommended by the Baltimore Street Design Committee, as developed by Cochran Studio

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 19, 2019

Description

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 19, 2019

Description

Maintenance Division monthly report for February, 2019

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
February 2019

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
FEBRUARY 2019**

- POTHoles AND COMPLAINTS
 - Potholed 37 Streets using 15 tons of cold patch

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 22 Traffic Control Signs
 - Installed 4 Handicap signs
 - Installed/Repaired 3 Street Name Signs
 - Painted 7 curbs

- STREET SWEEPING
 - No street sweeping during the month of February

- MISCELLANEOUS
 - Completed 44 Work Orders
 - Cleaned Underpass, McMullen Bridge, and Welch Ave. drainage ditch 4 times. We have now Included the 3 rail road bridges weekly
 - Picked up 4 dead animals
 - Completed tree and brush work in 13 areas
 - Filled salt barrels city wide 4 times
 - Salted icy spots 16 separate days
 - Plowed snow during 4 separate snow events
 - Shoveled sidewalks after 4 separate snow events
 - Received & pushed salt loads into storage dome 3 different days
 - Picked up trash/discarded furniture on 2 occasions
 - Removed City Christmas Tree from downtown

STREET MAINTENANCE - FEBRUARY 2019		2/4-2/8	2/11-2/15	2/18-2/22	2/25-2/28	TOTAL
SERVICE REQUEST COMPLETED		24	9	4	7	44
PAVING PERFORMED	TONS					0
CONCRETE WORK	CY					0
UTILITY HOLES REPAIRED	WATER					0
	SEWER					0
	CY					0
	TONS					0
POTHoles FILLED	STREETS	21	5	4	7	37
	ALLEYS					0
	DAYS					0
	Cold Mix	21	5	4	7	37
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMPLAINTS COMPLETED						0
	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		10			12	22
STREET NAME SIGNS REPAIRED/INSTALLED		1			2	3
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED						0
		4				4
						0
PAINTING PERFORMED	BLUE	4				4
	YELLOW					0
	RED	1			2	3
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	LOADS					0
	Miles					0
SWEEPER DUMPS HAULED TO LANDFILL	TONS					0
SALT BARRELS - PICK UP, FILL	DAYS	2	1	1	1	5
CLEANED BALTIMORE ST. UNDERPASS		1	1	1	1	4
CLEAN SNOW EQUIPMENT	Days	3	2		2	7
BRUSH REMOVAL/TREE WORK	Areas	1	1	1	10	13
Check Drains/Clean Debris	DAYS					0
LEAF PICK UP	Loads					0
Salted icy spots on 16 separate days						
Plowed snow during 4 snow events						
Shoveled sidewalks after 4 snow storms						
Picked up 4 dead animals						
Picked up trash/discarded furniture on 2 different occasions						
Received & pushed salt loads into storage dome 3 days						
Cut & removed multiple downed trees caused by wind storm						

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
FEBRUARY 2019**

- Constitution Park and Area Parklets
 - Cleaned up garbage 1 time a week
 - Removed several fallen trees in the Park

- Ball Fields
 - No fields were cut or lined during this month

- Miscellaneous Work
 - Removed Christmas lights on Virginia Ave
 - Raised and lowered flags @ all parks per POTUS
 - Assisted in snow removal on several occasions
 - Shoveled & salted sidewalks after 4 snow events
 - Performed basic housekeeping @ Municipal Building
 - Cleaned the Craft House & Activities Building
 - Prepared Activities Building for rentals
 - Performed preventative maintenance on trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Staged & worked Groundhog Day event downtown
 - Picked up new trash cans from Shroeder Industries
 - Cleaned & performed preventative maintenance on Park vehicles

**Fleet Maintenance
February 2019**

Total Fleet Maintenance Projects	116
Central Services	1
Code Enforcement	0
DDC	0
Engineering	1
Fire	9
Flood	2
Municipal Parking	0
P & R Maintenance	2
Police	8
Public Works	1
Sewer	8
Snow Removal	19
Street Maintenance	34
Vehicle Maintenance	10
Water Distribution	10
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	8
Field Service Calls	3
Total Work Orders Submitted	33
Risk Management Claims	0
Fork Lift Inspections	0



Regular Council Agenda
March 19, 2019

Description

Utilities Division - Flood/Water/Sewer monthly report for February, 2019

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Utilities Division Activity Report for Feb 19

REQUEST	W/E 2/8/19	W/E 2/15/19	W/E 2/22/19	W/E 2/28/19	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	26	62	48		136
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	3	5	2	2	12
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	20	5	7	5	37
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	24	10	7	14	55
REPAIR WIRING/GET READING	3			1	4
ORANGE TAG FOR REPAIRS	14	25	16	2	57
YELLOW TAG FOR H/L USAGE/APPT					0
RED/PINK TAG FOR SHUT OFF		1	1		2
TURN WATER ON	47	19	9	38	113
TURN WATER OFF	1	1	1	1	4
NONPMT/BAD CK/AGREE SHUT OFFS	47	28		45	120
SHUT OFF RECHECKS	66	41		29	136
PULL METERS - READS/SPAC/WR OFF	4	2			6
PUT METERS BACK ON LINE/READS			2	3	5
REPLACE/REPAIR METER/LID/VALVE		1			1
DIRTY WATER/ODOR	3				3
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		1		1	2
NEW METER DIAL	19	3	5	7	34
METER TESTS-Residential	4	3	2	3	12
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED	75				75
PRESSURE CHECK/NO WATER	1				1
MOVE METERS OUTSIDE/READINGS	1	1		1	3
SP Change Outs/Repairs/Reactivates/Move	17	2	37	57	113
Replace smartpoint antenna			1		1
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES	14				14
CCP - BACKFLOW/RETRO	2	1			3
HYDRANT/IRRIGATION METER					0
Total					949
Pipe Technicians					
LINE LOCATOR	111	21	76	20	228
TAPS SERVICED	2	1		3	6
LEAKS REPAIRED	1		3		4
CHECK LEAK - BROADWAY/IS SEWER LEAK	4				4
174 N MECHANIC - PULLED FROZEN METER	4				4
FILLED IN HOLE - FULTON ST	4				4
207 MD AVE - TURNED OFF FOR LEAK	5				5
CHECKED HYD #S 331/263T/332/246/71/272	5				5
REPLACED HYD #332	5				5
FLUSHED DEAD END HYDRANTS	4				4
FLUSHED DEAD END HYDRANTS	2				2
FLUSHED DEAD END HYDRANTS	3				3
BACKFILLED UTILITY HOLES	3				3
REPLACED LID - 532 N MECHANIC		5			5
CUT OFF SERVICE - DAVIDSON ST		4			4
FLUSHED HYDS WELLINGTON & BEDFORD RD		4			4
MOVED HYD #551 CUMB @ SMALLWOOD		4			4
INCLEMENT WEATHER - TOOK CALLS		4			4
FLUSHED HYDS ON SENECA TANK LINE			2		2
CUT OFF SERVICE - 309/311 DECATUR		4			4
INVESTIGATE LK - HIGH BEDFORD (SEWER)			3		3
REMOVED SNOW FROM HYDS			2		2
PUT MANHOLE LID ON AT - ZIHLMAN WAY			2		2
FLUSHED HYDRANTS ON SENECA TANK			2		2
HOMER ST - NEW HYDRANT				5	5

SHADES LN - NEW HYDRANT					5	5
PICKED UP ROAD TRACTOR - GRANTSVILLE					2	2
COLD MIXED 17 S WAVERLY					2	2
SHUT OFF WATER - 114 SPRINGDALE					2	2
MOVED METER BOX - 17 S WAVERLY					3	3
						0
						0
						0
						0
						0

Watershed

- Cleaned office & tools
- Fueled truck
- Picked up water at Lowes
- Took tractor to Allegheny Truck for repairs
- Went to Marshall Ruby to pick up trailer
- Worked on pumping water out of meter pit
- Worked on putting stone around McNamee pumping station
- Performed maintenance on weed eaters and chain saws
- Fueled generators
- Investigated leak on Bedford Rd w/ Twigg Plumbing
- Worked on tractor lowboy trailer
- Worked on pumps, saws, weed eaters, and equipment

Projects

Projects -						0
GRAND TOTAL						1281

February 2019 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Run gate operators
Plow snow for street dept.
Safety meeting
Put grass seed on levees around gate operators.

SEWER BRANCH

Calls answered	15
Service lines opened	3
Owner's trouble	12
Traced lines/main	235
Mains Repairs/ Replace	5
Sewer taps installed/replaced	0
Cleaned catch basins	11
Cleanouts installed	1
Televised sewer mains	2,189 FEET
Televised sewer lines	0
Call outs/ overtime	13 callouts/ 65.5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	2,810 Feet
Gallons of water used	15,500 Gals.
608 Flush truck	13,500 Gals.

605 Vac-con truck 2,000 Gals.

315 Homer St. install manhole and repair

Service line and sewer main.

611 Shriver Ave. repair sewer main.

City view/Broadway repair service line in street

And install clean out.

443 Penn Ave. repair sewer main.

Hydro 2 sites for water

Hydro 6 sites for sewer

Clean storm drain #3 at service center

Plow snow for street dept.

Safety meeting



Regular Council Agenda
March 19, 2019

Description

Administrative Services monthly report for February, 2019

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for February, 2019

March 19, 2019

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of February 2019:

Parks and Recreation

February 2019

Pavilion Reservations began on Monday February 4 for the 2019 season. Six covered Pavilions are available at Cumberland's Constitution Park.

\$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion. Public response has been good.

Reservations made in the month of February – 43

Co-ed Volleyball League - 8 teams, 64 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown.

2 weeks of games – 6 matches - Attendance 96

Areas of work

- Receive park pavilion reservations and fee payments
- Contact representatives for area leagues, groups and schools intending to use City fields for the upcoming spring/summer ball field and facilities. Begin receiving Facility Use Requests for League and events for 2019 season
- July 4th Fireworks contract was determined to be Starfire Corporation of Carrolltown PA.
- Continue to take and review Seasonal applications for Lifeguards, Day camp, park watchman
- Work related to 2019 season for Park Pool and Constitution Park Day Camp
- Work related to Stare licensing of Constitution Park Day Camp Program
- Scheduling Music and entertainment for the Sunday in the Park Concert Series.
- Work with various improvement projects and funding -CDBG Block grant, POS

Meetings

- Recreation Advisory Board meeting held on February 25 (rescheduled due to snow)
- Staff Meeting
- Facilities Committee meeting
- Cavanaugh Field lighting meeting
- HR meeting Sick & Safety hours
- Day Camp/Pool insurance meeting

Upcoming

- March Recreation Advisory Board Meeting – Monday March 11, 2019
- Continue Field and facility usage approvals and schedules
- Pool Lifeguard interviews and swim test, March 30, 2019
- Plans for Annual Easter Egg Hunt – Friday April 19, 2019
- Planning for School Marble Tournaments
- Day Camp and Pool related season for 2019

Community Development

February 2019

CODE COMPLIANCE

CODE COMPLIANCE SUMMARY:

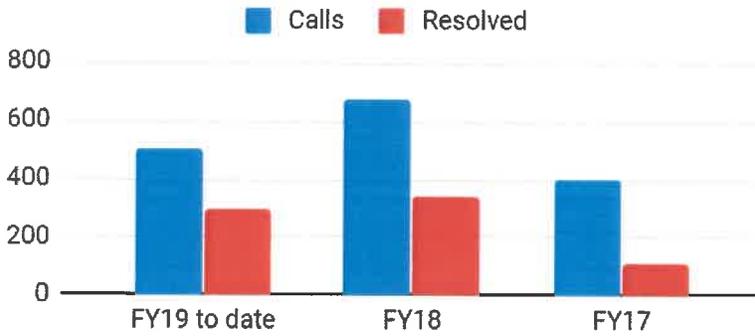
Code Enforcement Activity:

February: 48 new property reports with 34 of those closed.
Closed 11 ad'l cases from previous months.

<u>Nuisance & Junk Vehicle</u>		<u>Property Maintenance</u>		<u>Building Code</u>	
Reported	35	Reported	8	Reported	1
Resolved	17	Resolved	2	Resolved	1

<u>Housing Code</u>		<u>Zoning</u>	
Reported	10	Reported	1
Resolved	5	Resolved	1

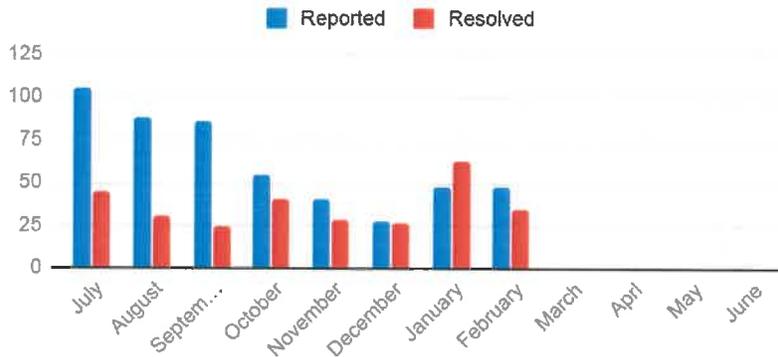
Calls and Resolved



Calls vs. Resolved/Fiscal Year (as of 2/28/19)

Note: CD is up 118% on resolving cases vs. reports compared to FY17. 15% increase from FY18.

Reported vs. Resolved Per Month



FY19 (as of 2/28/2019)

Permits, Applications, and Licenses

Building Permits

Received: 5

Issued: 4

Occupancy Permits/Plan reviews, etc.

Received: 4 Received: 0

Issued: 1

COA Permits

Received: 0

Rental Licenses

Issued/Renewed: 7

Issued: 7

Housing Inspections

Conducted: 33

Passed: 33

Revenue

Building Permits.....\$1,396.00

Bldg. Permits, Miscellaneous.....189.00

Occupancy Permits90.00

Utility Permits.....1560.00

Plan Reviews, Amendments & Appeals0.00
Municipal Infractions/Citations0.00
Rental Licenses (new & renewals)650.00
Inspection Requests (paid).....0.00
Certificates of Appropriateness.....0.00

TOTAL\$3,885.00

Demolition Permit - Bonds.....\$0.00

Community Services Activity (*variance from norm*):

- Attended a Blight Property Meeting re: CD Dept. identified and 2018 Blight Study Plan.
 - Tasked to create CD Dept. identified blight spreadsheet based on Code Compliance Manager list, City Solicitor list, and County/City Tax Sale list.
 - In preparation of Blight Committee meeting, staff reworked spreadsheet from 2018 WVU Law Blight Study Plan for CD Dept. use based on worse score and address order. This included converting many longitude and latitude numbers into an address other staff can identify.
- Tasked to create a five year spreadsheet on Nuisance Property Removal/Demolition costs per property (including Demolition, Asbestos testing/removal, Pest/Rodent removal, and Landfill charges) for Code Compliance Manager. This also included learning a new task in LOGOS on creating reports per fiscal year, for specific vendors.
- Completed task of cleaning two file drawers of unknown papers and filing them accordingly. These papers included older permit, rental, complaint, etc. related.

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG) Monthly Activity: February 2019							
Activity	Year	Initial Fund	ER R	Cntrct	Spent	Remain	% Cmplt
Amtrak Phase 2 - Mechanic St.	15&16	\$97,811.00	x		0	\$97,811.00	0.00%
ADA Sidewalk Imps (Cumberland St)	2015	\$110,000.00	x		20517.54	\$89,482.46	18.65%
Unprogramme	2015	\$11,607.72				\$11,607.72	Mech St

d (term NM/PIP) R								
CNHS Closing Cost Grants R	2016	\$32,000.00	x	x	18322.58	\$13,677.42	57.26%	JFV sdwk
Unprogramme d (term Goethe) R	2016	\$138,040.0 2			0	\$138,040.02	0.00%	Mech St
George St. ADA Sidewalks Project R	2017	\$50,489.21	x		0	\$50,489.21	0.00%	Mech St
CB Sidewalk funds Bellevue R partial	2017	\$101,489.2 2			0	\$23,192.37	0.00%	
Cavanaugh Ballfield - Imps. 2	2017	\$129,009.2 1	x		129009.2 1	\$0.00	100.00 %	
Amtrk Infrastructure Improvements Phase 4	2017	\$50,489.21	x		0	\$50,489.21	0.00%	
YMCA Lower Level Rehab Ph 4	2018	\$94,122.00				\$94,122.00	0.00%	
CHNS Closing Cost Grant	2018	\$13,403.00	x	x	0	\$13,403.00	0.00%	
Friends Aware, Inc. Facility Rehab Ph 4	2018	\$79,913.00	x	x	0	\$79,913.00	0.00%	
Salvation Army Facility Rehab: HVAC	2018	\$63,403.00	x	x	0	\$63,403.00	0.00%	
Central Bus District Commercial Accessibility Design	2018	\$13,403.00				\$13,403.00	0.00%	
City Hall Accessibility R	2018	\$55,909.00				\$55,909.00	0.00%	JFV sdwlk
Family Crisis Resource Center	2018	\$10,903.00	x	x	6828.07	\$4,074.93	62.63%	

Operations								
Hous Authority JFV Sidewalk Repl. Proj Ph 3	2018	\$54,154.00	x	x	0	\$54,154.00	0.00%	123740.42
Archway Station Inc., Health Home Program	2018	\$6,153.00	x	x	0	\$6,153.00	0.00%	
Associated Charities Short Term Prescription	2018	\$11,403.00	x	x	4474.39	\$6,928.61	39.24%	
Associated Charities Long Term Prescription	2018	\$16,403.00	x	x	4425.82	\$11,977.18	26.98%	
Incredible Years Parenting Program (The Fam Junct)	2018	\$16,403.00	x	x	3076.93	\$16,403.00	18.76%	
Friend's Aware Inc., Transportation Program	2018	\$12,903.00	x	x	12903	\$0.00	100.00%	
HRDC Emergency Assistance Program	2018	\$21,653.00	x	x	7676.41	\$13,976.59	35.45%	
AHEC West Denture Clinici	2018	\$7,903.00	x	x	0	\$7,903.00	0.00%	
AHEC West Health Right Dental Access Program	2018	\$10,903.00	x	x	0	\$10,903.00	0.00%	
Amtrak Ph 4 Infrastructure : Mechanic Str phase	2018	\$136,923.00	x	x	0	\$136,923.00	0.00%	\$285,223.21
<i>correct on 3/6/2019</i>	<i>PRE-</i>	<i>03/19 drw</i>	<i>PST</i>	<i>02/19</i>	<i>draw</i>	<i>\$1,064,338.72</i>		
		Orig			Spent	Remain		
2017 Admin	2017	\$120,806.21			\$91,368.60	\$29,437.61		

2017 Indirect Cost	2017	\$9,683.00			\$9,683.00	\$0.00		
2017 Fair Housing	2017	\$10,489.21			\$9,390.45	\$1,098.76		
2018 Admin	2018	\$125,322.00			\$21,543.61	\$103,778.39	17.19%	
2018 Indirect Cost	2018	\$10,081.00			\$5,040.00	\$5,041.00	50.00%	
2018 Fair Housing	2018	\$13,403.00			\$2,841.44	\$10,561.56	21.20%	
					\$29,425.05	\$149,917.32		
\$43,413.00								
						\$1,214,256.04		

Comptroller's Office

February 2019

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of February 2019.

On February 1, 2019 the City had a cash balance of \$515K. Receipts exceeded disbursements by \$743K resulting in a cash balance of \$1.3 million at February 28, 2019. In addition, the City had an investment balance of \$17 million.

As of February 28, 2019, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund) \$ 2,430,034

	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2019	\$ 1,942,774	\$ 733,316	\$ 1,190,827	\$ -	\$ 1,485,263
FY 2018	635,959	-	21,942	-	614,017
FY 2017	247,817	-	25,877	-	221,940
FY 2016	33,554	-	679	-	32,875
FY 2015	29,424	-	28	-	29,396
FY 2014	17,934	-	28	-	17,906
FY 2013	13,751	-	28	-	13,723
FY 2012	8,152	-	35	-	8,117
FY 2011	3,518	-	36	-	3,482
Prior FY's	3,389	-	74	-	3,315
	<u>\$ 2,936,272</u>	<u>\$ 733,316</u>	<u>\$ 1,239,554</u>	<u>\$ -</u>	<u>\$ 2,430,034</u>

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

Real property (non-owner occupied)	\$ 763,514
Non-Corp Personal Property	11,468
Corporate Personal Property	207,262
Real Property (semiannual payments)	503,019
Real Property (Half Year)	-
	<u>\$ 1,485,263</u>

March is a 2-pay month so the cash required to meet payroll is an estimated \$1,040,000.

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

Cash and Investment Summary

February 28, 2019

	Cash	Investments
Beginning Balance	\$ 514,748	\$ 16,690,461
Add:		
Cash Receipts	7,685,724	32,141
Investment Transfer	-	-
Less:		
Disbursements	6,942,546	-
Investment Transfer	-	-
Ending Balance	\$ 1,257,926	\$ 16,722,602
Restricted	\$ 344,047	\$ 6,810

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

Restricted Cash

	2/1/2019	Increase	Utilization	2/28/2019
Police Seizures	\$ 104,635	\$ -	\$ -	\$ 104,635
Bowers Trust	80,830	-	-	80,830
Restricted Lenders	106,341	-	-	106,341
Other	52,241	-	-	52,241
	\$ 344,047	\$ -	\$ -	\$ 344,047

Restricted Investments

	2/1/2019	Increase	Utilization	2/28/2019
DDC	\$ 6,796	\$ 14	\$ -	\$ 6,810
	\$ 6,796	\$ 14	\$ -	\$ 6,810

Other restricted cash includes demolition bond deposits held and solicited donations for the Al Abrams Field, a Joe Maphis statue and for a P&R Sound Garden at Constitution Park community projects.

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

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	2/1/2019	Utilization	2/28/2019
CDA 2014	\$ 800,777	\$ (104,619)	696,158
CDA 2015	1,826,543	\$ (63,805)	1,762,737
CDA 2017	293,428	\$ -	293,428
CDA 2018	2,471,000	-	2,471,000
	\$ 5,391,748	\$ (168,425)	\$ 5,223,323

CSO Projects Debt Draws

	2/1/2019	Utilization	2/28/2019
Evitts Creek Debt	\$ 143,260	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-
WWTP Debt	1,716,543	214,443	1,930,986
WWTP Grant	12,015,784	1,501,101	13,516,885
	\$ 13,875,587	\$ 1,715,544	\$ 15,591,131

The CDA 2014 Debt draws to fund for General Fund infrastructure and building projects and Sewer Fund Wastewater Treatment Plant (WWTP) projects. The CDA 2015 draws were to fund a WWTP project.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During February we submitted draw requests for \$1.5 million in BRF grants and \$214K in new debt on the WWTP CSO project. There was no Evitts Creek CSO project activity.

Respectfully submitted,



Jeff Rhodes
City Administrator



Regular Council Agenda
March 19, 2019

Description

Fire Department monthly report for February, 2019

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

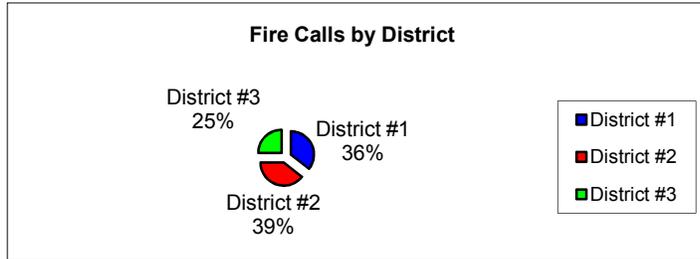
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF FEBRUARY, 2019
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 105 Fire Alarms:

Responses by District:	
District #1	37
District #2	41
District #3	26
Out of City	1
	<hr/> 105



Number of Alarms:	
First Alarms Answered	104
Fourth Alarms Answered	1
	<hr/> 105 (27/29/31 Prospect Square Fire)

Calls Listed Below:	
Property Use:	
Public Assembly	3
Educational	1
Institutional	6
Residential	58
Manufacturing	0
Stores and Offices	8
Storage	1
Special Properties	25
Undetermined	3
	<hr/> 105

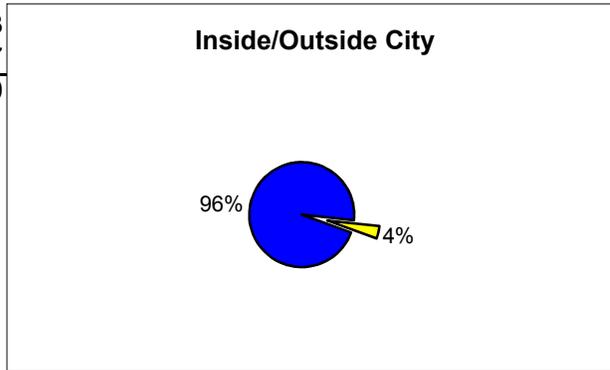
Type of Situation:	
Fire or Explosion	5
Overpressure	3
Rescue Calls	54
Hazardous Conditions	7
Service Calls	15
Good Intent	12
False Calls	9
	<hr/> 105

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	\$1,550.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$24,530.00
Fire Service Fees for Fire Calls Paid in February:	\$1,432.66
FY2018 Fire Service Fees Paid in FY2018:	\$4,645.00
All Fire Service Fees Paid in FY2018:	\$6,925.00

Fire Service Fees for Inspections and Permits Billed in February:	\$850.00
Fire Service Fees for Inspections and Permits Paid in February:	\$850.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,550.00

Cumberland Fire Department Responded to 440 Emergency Medical Calls:

In City Calls	423
Out of City Calls	17
Total	440



Cumberland Fire Department Provided 11 Mutual Aid Calls:

8 Mutual Aid Calls within Allegany County	
3 Mutual Aid Calls outside of Allegany County	
Total	11

Cresaptown VFD	8
Ridgeley VFD, WV	3
Total	11

Cumberland Fire Department Provided 6 Paramedic Assist Calls:

3 Paramedic Assist Calls within Allegany County	
3 Paramedic Assist Calls outside of Allegany County	
Total	6

Flintstone VFD	1
LaVale Volunteer Rescue Squad	2
Total	3
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	1
Springfield Area Rescue Squad, WV	1
Total	6

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February: \$96,939.67

Ambulance Fees Billed Fiscal Year to Date: \$1,000,219.07

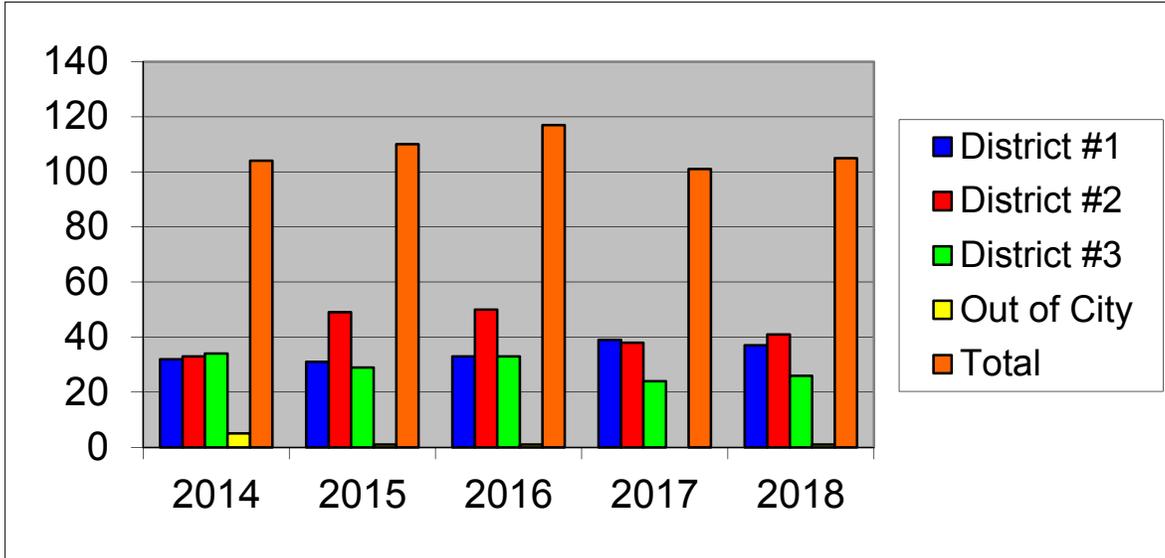
Ambulance Fees Paid: Revenue Received in February: \$78,604.08

FY2018 Ambulance Fees Paid in FY2018: \$550,240.45

Total Ambulance Fees Paid in FY2018: \$711,714.25
(All Ambulance Fees, previous and current fiscal years, Paid in FY2018)

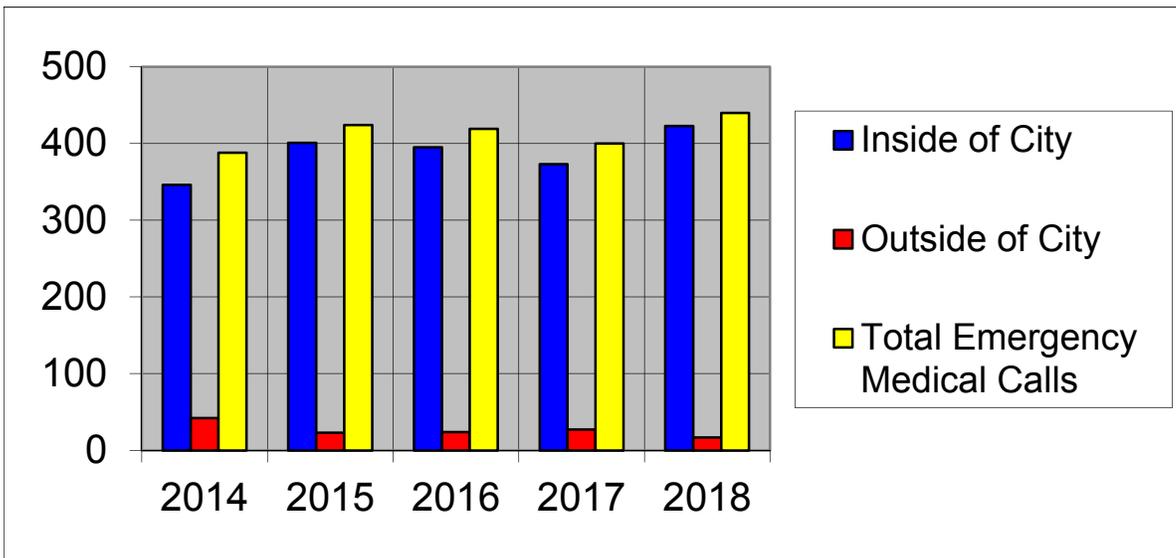
Fire Calls for the Month of February for a Five-Year Period

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
District #1	32	31	33	39	37
District #2	33	49	50	38	41
District #3	34	29	33	24	26
Out of City	<u>5</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>1</u>
Total	104	110	117	101	105



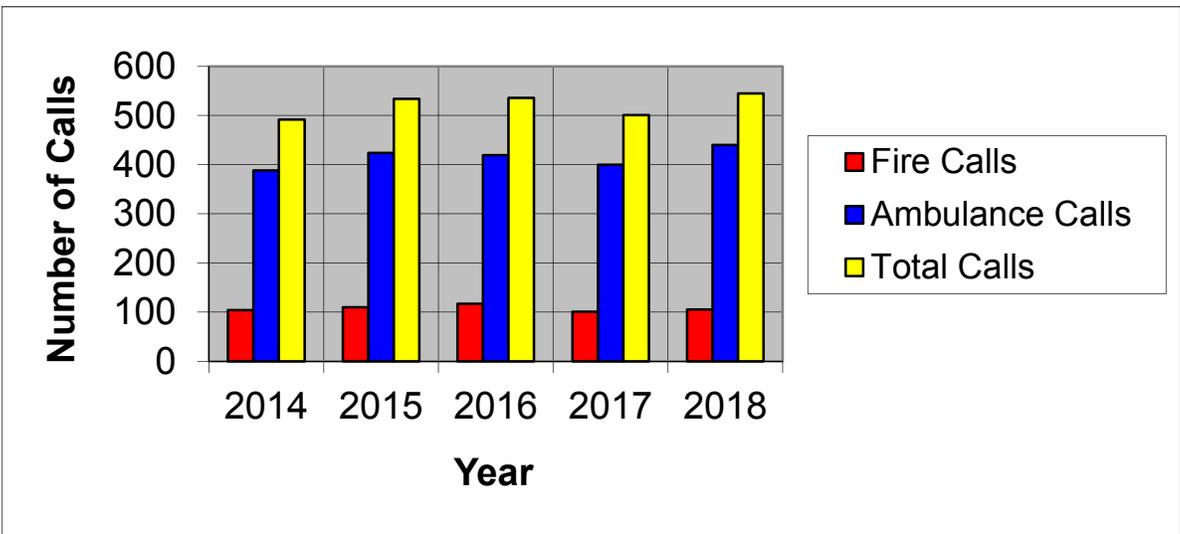
Ambulance Calls in the Month of February for a Five-Year Period

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Inside of City	346	401	395	373	423
Outside of City	<u>42</u>	<u>23</u>	<u>24</u>	<u>27</u>	<u>17</u>
Total Emergency Medical Calls	388	424	419	400	440



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

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Fire Calls	104	110	117	101	105
Ambulance Calls	388	424	419	400	440
Total Calls	492	534	536	501	545



Training

Training Man Hours:	248.00	
Active Shooter		10.00
Apparatus Check Procedures		70.00
Annual SCBA Refresher		4.00
In-Service Inspections		4.00
LVAD		9.00
AED Automatic External Defibrillator		39.00
EMS Scene Safety		7.00
ALS Recertification		13.00
Post Incident Review		22.50
Hose Lines		16.50
Haz-Mat Annual Refresher		24.00
Haz-Mat Technician Refresher		14.00
Physical Fitness		15.00
		<hr/>
		248.00

Fire Prevention Bureau

Complaints Received	1
Conferences Held	75
Correspondence	15
Inspections Performed	7
Investigations Conducted	11
Plan Reviews	3

Personnel

Nothing to report.



Regular Council Agenda
March 19, 2019

Description

Police Department monthly report for February, 2019

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
February 2019

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2019

SWORN PERSONNEL: 49 SWORN OFFICERS

Administration	5 officers
Squad D1	8 officers
Squad N1	9 officers
Squad D2	8 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	3 officers

2 above on long-term military deployment

CIVILIAN EMPLOYEES: 7 full time, 11 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	vacant
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time **
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	2 part time
Code Enforcement	3 part time

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 591 HOURS
COMP TIME USED: 188 HOURS
SICK TIME USED: 141 HOURS

YEAR TO DATE (beginning 7/1/18): 6950 HOURS
YEAR TO DATE (beginning 7/1/18): 1927 HOURS
YEAR TO DATE (beginning 7/1/18): 1207 HOURS

OVERTIME REPORT

OVERTIME WORKED: 205 HOURS
HOSPITAL SECURITY: 32 HOURS
COURT TIME WORKED: 174 HOURS

YEAR TO DATE (beginning 7/1/18): 2919 HOURS
YEAR TO DATE (beginning 7/1/18): 1017 HOURS
YEAR TO DATE (beginning 7/1/18): 1749 HOURS



Regular Council Agenda
March 19, 2019

Description

Approval of the Regular Session Minutes of February 5, 2019

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



AGENDA

MAYOR
Raymond M. Morriss

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard

Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

DATE: February 5, 2019

I. Closed Session

1. 5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments, to confer with counsel on issues relative to the CSX bridges, proposed amendments to the City Charter, and issues pertaining to the City's Sick and Safe Leave Policy

Mayor Morriss convened the meeting in open public session. Motion to move into closed session was made by Frazier, seconded by Cioni, and was passed on a vote of 4-0.

2. Executive Session

II. Open Session

1. 6:15 p.m. - Reconvene into Open Session

Mayor Morriss reconvened the meeting in open session at 6:15 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Raymond M. Morriss, President; Council Members Richard J. "Rock" Cioni, Eugene Frazier, and Laurie P. Marchini. Councilman Seth Bernard was absent.

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

V. Statement of Closed Meeting

1. **Summary Statement of Closed Meeting**

Mayor Morriss announced that a Closed Session had been held on February 5, 2019 at 5:00 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. **Utilities-Treatment Plants monthly report for December 2018**

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

(B) Administrative Services

1. **Administrative Services monthly report for December, 2018**

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

VII. Approval of Minutes

1. **Approval of the Regular Session Minutes of November 8 and November 20, 2018**

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

VIII. Public Hearings

Mayor Morris convened the public hearing at 6:22 p.m.

1. **Public Hearing - to receive comment on the Community Development Block Grant Needs Assessment**

Lee Borrer, Community Development Specialist, reviewed the Community Development Block Grant 2019 Annual Plan application process, with a conservative estimate of \$710,000 being awarded from HUD. The Public Hearing was then opened up for comments from agencies or organizations.

Chandler Sagal, and David Jones, VP Community Relations of Allegany College, provided Mayor and Council with a project overview asking for \$50,000 funding to replace their broken ADA compliance elevator in the college center loft with a lift that is essential for accessibility for their WEX (Work Experience) Program, which they want to

relocate to the loft area. Councilwoman Marchini added that she works with the WEX group, and stated that it is a very worthwhile program for the community.

Deanna Clark, Executive Director of Associated Charities, provided background on the organization and the emergency services and short and long-term prescription program it provides to low income families. Funding was asked for in the amount of \$14,500 for the short-term prescription program, and \$16,500 for the long-term prescription program.

Sarah Keyser, Family Crisis Resource Center, provided background on the organization, which is the City's local domestic violence and sexual assault center, providing multiple programs aimed at immediate crisis needs, as well as programs focusing on prevention for the future. Funding in the amount of \$10,000 was requested to support and cover operating costs of the FCRC's safe house that provides emergency and temporary shelter for those in need.

Richard Kerns, AHEC West, on behalf of HealthRight, provided background on the organization which began before the Affordable Care Act, stating that Healthright desolved last year as a stand-alone non-profit, and became a program of AHEC West, providing dental care for those who can't afford it. Funding in the amount of \$10,000 was requested for dental access programs to provide urgent dental healthcare for those in need. A separate request for \$7,000 for a denture program conducted through the Mountain Health Alliance program was also made.

Sarah Geise, Cumberland YMCA, provided background on the YMCA services to the community, stating that the front doors of the main YMCA building are not heavy-duty doors and are in need of replacement. The ADA component of the front door is malfunctioning. In addition, the YMCA wants to make some of their inside doors more user-friendly by putting push-buttons in their wellness, gymnasium, and pool areas. A Safety Around Water program for the youth of Old Town Manor, Jane Frazier Village, and Banneker Gardens was also discussed. Ms. Geise also asked for consideration for improvements to the downtown YMCA.

Former resident Ronald Liddle, Chairman of the African-American Historical Association of Western Maryland, requested funds for the monthly history programs in Hagerstown for their speakers and for refreshments.

Lee Borrer thanked all the presenters, adding that comments would be taken through April 16, 2019, and comments regarding the funding recommendations presented at the April 2, 2019, meeting will also be taken through April 16, 2019. The comments will be incorporated into the Annual Plan that will be sent to HUD the first week of May. CDBG funds are expected to be available in October, 2019.

Mayor Morriss adjourned the public hearing at 6:50 p.m.

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. (Additional remarks below under appropriate item.) Motion to approve Consent Agenda Items 1-3 was made by Cioni, seconded by Frazier, and was passed on a vote of 4-0.

1. Order rejecting all bids received for the New Drives for No.1 and No.2 Primary Clarifiers Project (39-18-WWTP) due to budgetary constraints

ORDER NO. 26,403

2. Order abating taxes and utilities for City-owned property at 534 Maryland Avenue (Tax Acct. 22-009532)

ORDER NO. 26,404

3. Order authorizing execution of a Memorandum of Understanding with MD Broadband Cooperative, Inc. pertaining to the construction of fiber optic infrastructure in the area of downtown Cumberland

Mr. Rhodes stated that the MOU would involve the sale of 7,000 linear feet of fiber optic cable that is already installed in the downtown, but not down Baltimore Street. He said that the project was partnered with the Allegany County Board of Education a number of years ago, and the sale obligates the Maryland Broadband Cooperative to use their best efforts to market the high-speed broadband to both residential and commercial customers primarily in the downtown area. Mr. Rhodes added that this has been by every definition a partnership with the B.O.E., when they asked 3-4 years ago if the City wanted to piggy-back on this project, and through the Appalachian Regional Commission the City was able to obtain funding to make it happen. It was then handed over to the CEDC to complete the negotiations.

ORDER NO. 26,405

(B) Letters, Petitions

1. Letter from Megan Mertz, Race Director, requesting permission to hold the Outrun ALS 5-Mile Run and 1-Mile Walk on May 11, 2019 starting at 8:00 a.m. at Canal Place

Mayor Morriss entered the letter into the public record and Council provided a consensus to approve the event.

2. Letter from Sharon Ellsworth, Co-Race Director, requesting permission to hold the Fifth Annual ACAS Howards 25 K Run at 8:00 a.m. and Paws on the Pavement 5 K at 7:00 a.m. on August 18, 2019 beginning in Frostburg and running on the Great Allegheny Passage into Cumberland

Mayor Morriss entered the letter into the public record and Council provided a consensus to approve the event.

X. Public Comments

Kenneth Wilmot, 513 Fort Avenue, expressed his concerns about a recent fire fatality at a rental property on Industrial Boulevard. He stated the landlord should have been responsible for having working smoke detectors in the residence and a full criminal investigation should occur. Mayor Morriss extended his condolences to the Parkinson family, on behalf of the City, and said the fire is being investigated. Chief Dunn added that the residence was family-owned, not a rental property. The Mayor concluded by encouraging all to check their smoke detectors in their homes to assure that they are working properly.

Terry Murphy, 706 Washington Street, stated she saw in the prior Closed Session notice that the Cumberland bridges were discussed and asked for any update that was available. Mr. Cohen, at the permission of Mayor and Council, provided Ms. Murphy with some details, stating that the vacant seats on the negotiating team were going to be filled by Council Members Marchini and Cioni. Ms. Murphy asked about ownership of the bridges. Cohen advised that the City owns the Cumberland Street Bridge and ownership of the two other bridges is still undetermined. Mayor Morriss added that there were no reports back yet from the Wilson T. Ballard study. He stated that the Fayette Street would be first to be worked on, followed by the Cumberland Street Bridge, and that the intention is to rebuild all three bridges.

Brandon Lynch, 222 Wills Creek Avenue, asked about the skate park project that was initially going to be started in the area by a former resident, and said his understanding was that \$5,000 was given to the project and nothing has happened. Cioni explained that \$5,000 from the Bower Fund was put into the Community Trust Foundation with the hope that the former resident would raise additional money for the skate park. He had moved away, however, having told the Parks and Recreation Board that he couldn't get many people on board to help with the cause. Cioni added that if someone could come up with a viable plan, the Board would look at it again, and invited Mr. Lynch to come speak at a meeting of the Parks and Recreation Board.

Terry McKenzie, 203 Decatur Street, thanked Council for taking their time and interest to serve the City, stating that he was very impressed already. He added that he thinks that the whole City feels the good momentum.

Councilman Frazier spoke about the members of the City Council having a great commitment to work for the citizens of Cumberland, adding that they are like family and that he is happy with the current membership.

Mr. Rhodes noted that the Travel Channel recently had named Cumberland one of the 50 most charming cities in America. Mayor Morriss encouraged all to share that information.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:10 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
March 19, 2019

Description

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 19, 2019

Description

Order approving execution of a Concession License Agreement with Joyce Wormack for the operation of the Concession Area at the Casino Building at Constitution Park for the period May 1 - September 30, 2019 for the fee of \$1,500

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: March 19, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Concession License Agreement by and between the Mayor and City Council of Cumberland and Joyce Wormack for the operation of the Concession Area on the second floor of the Casino Building in Constitution Park for the period beginning May 1, 2019 through September 30, 2019 for the fee of One Thousand Five Hundred Dollars (\$1,500).

Raymond M. Morriss, Mayor

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT (“Agreement”), made this ___ day of _____, 2019 by and between the Mayor and City Council of Cumberland (the “City”), a municipal corporation of the State of Maryland, and Joyce Wormack (“Licensee”), of Allegany County Maryland.

WITNESSETH:

1. **Grant of License.** That for and in consideration for the Licensee’s payment of the hereinafter-described license fee, the City does hereby grant unto Licensee, the right and privilege to exclusively operate the Concession Area (the “Concession”) on the second floor of the Casino Building in Constitution Park (the “Park”) in the City of Cumberland, Maryland, and she shall have the privilege of selling in said Concession all articles of merchandise commonly sold at concession stands in public parks as well as the privilege to operate at that location such pinball machines, arcade-style games and similar devices authorized by the laws of the State of Maryland and the Code of the City of Cumberland as are approved by the Director (the “Director”) of the City’s Department of Parks and Recreation (the “Department”). Notwithstanding anything to the contrary herein, Licensee shall not be permitted to sell or offer for consumption beers, wines or alcoholic beverages of any kind in the Park.

The City hereby agrees to permit Licensee to operate the Concession as concession stand. Although the City plans to install a reach-in freezer, reach-in refrigerator and ice cube machine in the Concession and purchase a prep table and tables and chairs for use in the Concession, Licensee shall be solely responsible for providing all furnishings, trade fixtures and equipment she needs in order to operate the Concession and the City shall have no obligations in regard to the same. At the end of the term of

this Agreement, Licensee shall have a right to remove such furnishings, trade fixtures and equipment as she may purchase and install in said Concession, except those which are so fixed as to be permanent additions to the building. Any damages caused to the Concession as a result of Licensee's removal of her furniture, trade fixtures and equipment shall be repaired by Licensee at her expense, said repairs to be effected in a good and workmanlike manner, restoring the Concession as good or a better condition than it was in as of the effective date of this Agreement.

During the term of this Agreement, Licensee shall be responsible for repairing and maintaining the equipment and appliances installed by the City at the Concession and keeping it in good and properly working order. Licensee shall be responsible for returning it to the City in good and properly working order upon the termination of this Agreement or upon the expiration of its term.

2. Cleanliness. Licensee shall be responsible for keeping the Concession in a clean and sanitary condition throughout the term of this Agreement. At the conclusion thereof, Licensee shall surrender possession of the premises to the City in a "broom-clean" condition. Throughout the term of this Agreement, Licensee shall keep the area surrounding the Concession free of trash and debris.

3. License Fee. In exchange for the license herein granted, Licensee shall pay the City a license fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00), payable in consecutive monthly installments, each in the amount of \$300.00. The first such installment shall be due, payable and paid on May 15, 2019 and each subsequent installment shall be paid no later than the fifteenth (15th) day of the month. Said payments shall be made at the City's Finance Department in City Hall, 57 N.

Liberty Street, Cumberland, MD 21502. The license fee and the monthly installments thereof shall not be abated for any reason.

4. **Exclusivity.** Although Licensee shall have the exclusive right to operate the Concession, nothing herein contained shall prevent other concessionaires from selling concessions elsewhere in the Park. Further, this Agreement shall not be interpreted to confer any rights upon Licensee other than those expressly granted herein.

5. **Laws and Regulations.** The rights herein granted shall be subject to the City's ordinances, its Code and Charter, the rules and regulations of its Department of Parks and Recreation (the "Department") and other laws and regulations as may be applicable, and the business to be conducted under the terms of this Agreement shall at all times be conducted in conformity with the foregoing.

The Department shall have the right to regulate advertising materials used in or upon any of the buildings in the Park or distributed therein. Further, no signage shall be permitted at the Concession other than that which is approved by the Director, said approval not to be unreasonably withheld.

No items vended by Licensee shall be sold in excess of standard market prices. Licensee shall close the Concession and cease to operate the same as the said Park shall officially be closed unless the Director grants Licensee permission in writing to operate at such times when the Park is officially closed.

6. **Term of Agreement.** It is specifically understood that the rights granted herein are granted as to the period of time commencing May 1, 2019 and concluding September 30, 2019. Notwithstanding the foregoing, Licensee shall not be permitted to conduct business at the Concession until such time as the Allegany County Health

Department issues a permit for the conduct of those operations. The Concession shall be well stocked and kept open for business starting May 1, 2019 and continuing through the end of the term of this Agreement.

7. **No Alternations.** Licensee shall not make any alterations, modifications or improvements at or in the Concession or the Casino Building without the written permission of the Director, said permission to be granted or withheld for any reason or no reason at all.

8. **Limitations on License.** Licensee shall not engage in any commercial activities at the Park (like selling concessions at other locations or showing movies) other than those expressly authorized by the terms of this Agreement unless the Director grants Licensee written permission to do so. This prohibition extends to activities like operating concessions at locations other than the Concession and showing movies.

9. **Relationship between the Parties.** The relationship between the City and Licensee is that of an independent contractor and a contracting entity. Nothing herein contained shall be construed to give Licensee any interest as an employee, joint venturer or partner of or with the City. During the term of this Agreement, Licensee shall conduct her business operations at the Concession as an independent contractor and she shall have control of and shall be exclusively responsible for said operations.

10. **Indemnification.** Licensee will defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, bodily injury, or damage to property or business arising from, related to, or in connection with the conduct of the business operations which are the subject of this

Agreement occasioned wholly or in part by any act or omission of Licensee, her agents, employees, representatives, sublicensees, contractors, or subcontractors, or any agents or employees of the foregoing. Licensee's indemnification obligations as set forth in this section include, but are not limited to, the obligation to indemnify the City for its attorneys' fees, court costs and any litigation expenses it may incur. The provisions of this section shall survive the termination or earlier expiration of this Agreement.

11. Insurance. Throughout the term of this Agreement, Licensee shall, at its expense, maintain (i) comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (ii) workers' compensation insurance in no less than the statutorily required minimum amounts. Licensee shall furnish the City with copies of the policies and certificates of insurance prior to or contemporaneously with the execution of this Agreement. Thereafter, Licensee shall deliver certificates of renewal for each insurance policy not less than thirty (30) days in advance of the expiration date of the policy; bearing verification from the agent of the company issuing the certificate that the premiums therefore have been paid in full. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without thirty (30) days prior written notice to the City. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured.

12. Miscellaneous.

12.1 Remedies for Breach of Agreement. Notwithstanding any provisions in this Agreement to the contrary, the parties hereto reserve the right to seek any remedies available in equity or law upon a breach of the terms of this Agreement. In

the event of a breach of the terms of this Agreement, the breaching party shall pay the reasonable attorney's fees, court costs and other expenses incurred by the non-breaching party as a result of the breach.

12.2 Severability. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, and to this end, the provisions of this Agreement are declared severable.

12.3 Captions. The captions and titles to the paragraphs, sections and subsections of this Agreement are for convenience purposes only and are not in aid of the interpretation of this Agreement, and to this end, shall not limit, restrict or expand the provisions hereof.

12.4 Time is of the Essence. Time is of the essence in with respect to the provisions of this Agreement.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

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

courts in commenced in an inconvenient forum or one that lacks proper venue. This provision shall be construed to proscribe any action or remedy being brought or asserted by either party in any other forum located in any other jurisdiction unless the Circuit Court of Allegany County, Maryland or the District Court of Maryland for Allegany County determine that the action must be transferred to another jurisdiction.

12.7 Waiver. Neither the City's nor Licensee's waiver of the breach of any covenant, term or condition of this Agreement will be construed as a waiver of the breach of any other covenants, terms or conditions or as a waiver of a subsequent breach of the same covenant, term or condition.

12.8 Definitions. Whenever used in this Agreement, the singular shall include the plural; any gender shall include the other gender, and vice-versa.

12.9 Entire Agreement. This Agreement contains the final and entire agreement between the parties hereto with reference to the provisions hereof, and neither they nor their agents shall be bound by any terms, conditions or representations not contained herein.

12.10 Jury Trial. The parties waive their right to a jury trial in a proceeding brought by any party based upon or arising out of or as an incident to this Agreement.

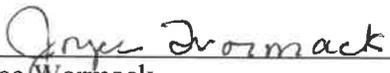
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____
Raymond M. Morriss, Mayor


Joyce Wormack



Regular Council Agenda
March 19, 2019

Description

Order authorizing the City Administrator to execute all Employment Agreement for seasonal employees entered into during the 2019 spring / summer season, with said agreements not exceeding six (6) months in length

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: March 19, 2019

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

THAT, the City Administrator be and is hereby authorized to execute all Employment Agreements for seasonal employees entered into during the 2019 spring/summer season; and

BE IT FURTHER ORDERED, that said agreements shall not exceed six (6) months from the date of execution.

Raymond M. Morriss, Mayor



Regular Council Agenda
March 19, 2019

Description

Order authorizing program amendments to the Community Development Block Grant Program effective March 19, 2019.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: March 19, 2019

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

THAT, the following programs amendments to the Community Development Block Grant Program be and are hereby approved effective March 19, 2019:

Program	Current	Amendment	New Total
2016 Cumberland Neighborhood Housing Services Homeownership (OO16005)	\$13,677.42	(\$13,677.42)	0
2018 424 City Hall Council Chambers Accessibility Improvements (QQ180521)	\$55,909	(\$55,909)	0
2018 Jane Frazier Village Sidewalk Imps Ph 3 (QQ18048)	\$54,154	\$69,586.42	\$123,740.42

Ray Morris, Mayor



Regular Council Agenda
March 19, 2019

Description

Order authorizing the Chief of Police to enter into a Memorandum of Agreement with the Maryland State Police, Allegany County Sheriff's Office and the Allegany County State's Attorney's Office to coordinate the multi-agency Allegany County Narcotics Task Force for the purpose of conducting controlled dangerous substance investigations jointly.

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: March 19, 2019

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Agreement (M.O.A.) with the Maryland State Police, Allegany County Sheriff's Office and the Allegany County States Attorney's Office on behalf of the City of Cumberland Police Department, to coordinate the multi-agency Allegany County Narcotics Task Force, for the purpose of conducting controlled dangerous substance investigations jointly.

BE IF FURTHER ORDERED THAT, the term of this Agreement shall be from July 1, 2019 through June 30, 2020, and each party shall have the right to withdraw its participation by providing thirty (30) days written notice to all other parties in this Agreement.

Raymond M. Morriss, Mayor

MARYLAND STATE POLICE
ROUTING SLIP

RE: RE: MOA- Allegany County Narcotics Task Force

TO: Lieutenant Colonel D. L. Ruel, Chief
Criminal Investigation Bureau DATE: 02/27/2019

FROM: Lt. S. M. Clark, Deputy Chief of Staff
Office of the Superintendent

COMMENT: The attached has been reviewed and signed by Colonel Pallozzi. Please forward MOU with completed signature page to Legal and the Superintendent's Office once received. Forwarded to you procedurally. Thank you.

TO: DATE:

FROM:

COMMENT:

TO: DATE:

FROM:

COMMENT:

TO: DATE:

FROM:

COMMENT:

TO: DATE:

FROM:

COMMENT:



RE: – Allegany County Narcotics Task Force MOA

**MARYLAND STATE POLICE
ROUTING SLIP**

TO: Colonel William M. Pallozzi **DATE:** 2/26/19
Superintendent, Department of Maryland State Police

FROM: LTC David L. Ruel *[Signature]*
Chief, Criminal Investigations Bureau

COMMENT: Forwarded for your review and endorsement. The document has been reviewed by Mak Bowen, LCU, and is deemed to be legally sufficient.

TO: **DATE:**

FROM:

COMMENT:

TO: **DATE:**

FROM:

COMMENT:

2019 FEB 26 PM 2:15
COMMUNICATIONS SECTION

TO: **DATE:**

FROM:

COMMENT:

M.S.P. Form No. 145

19-00124 JIB

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (MOA), is entered into this _____ day of _____, 2019, by and between the Maryland Department of State Police (MDSP), Allegany County Sheriff's Office (ACSO), Cumberland Police Department (CPD) and the Allegany County States Attorney's Office (ACSAO).

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland and the United States cooperate to the greatest extent possible to provide prompt, effective and professional police and prosecution services; the parties have determined that, as law enforcement units with concurrent responsibilities for the enforcement of the criminal law respecting controlled dangerous substances in Allegany County they may make more efficient use of their resources and enforcement service to the public through the formation of the Allegany County Narcotics Task Force, hereinafter referred to as the "Task Force."

NOW, THEREFORE, the parties do hereby agree as follows:

I. PARTIES

The parties to this Agreement are the MDSP, ACSO, CPD, and the ACSAO.

II. PURPOSE

The purpose of this Agreement is to coordinate a multi-agency law enforcement task force, the personnel and resources of which shall be directed at violations of Maryland Controlled Dangerous Substances Laws as codified in Title 5 of the MD Criminal Law Article and Titles 12 & 13 of the MD Criminal Procedure Article.

With this understanding, the stated intent of the Task Force is as follows:

- A. The MDSP, ACSO, CPD and the ACSAO will conduct controlled dangerous substances investigations jointly. These investigations will include person(s) involved in the possession, distribution, manufacturing, and trafficking of those substances that violate Maryland's Controlled Dangerous Substances Laws.
- B. The MDSP, ACSO, CPD and the ACSAO will conduct joint investigations into the financial activities of those individuals or entities, who violate or conspire to violate the controlled dangerous substances laws of the State of Maryland, with a view to seizing assets and other traceable proceeds subject to forfeiture pursuant to Maryland Code, Criminal Procedure Article, Titles 12 & 13, or the United States Code.
- C. The ACSAO will provide adequate resources to ensure that all drug-related cases generated by the Task Force, both criminal and civil, are prosecuted in accordance with applicable law. This would

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

include the pursuit of assets seized in other MD jurisdictions stemming from cases investigated by the Task Force.

III. IMMUNITIES FROM LIABILITY

- A. The Task Force will be staffed with sworn law enforcement officers from MDSP, ACSO and CPD. It is the intention of the member agencies that each law enforcement officer assigned Task Force duties will remain a member of their respective agency for all purposes, specifically including, but not limited to, immunities from liability in civil actions, right to counsel as defendants in civil actions, and workmen's compensation. It is not the intention of any party to the Agreement to limit or expand any of the immunities currently enjoyed by law enforcement officers as members of their respective agencies. Officers assigned Task Force duties shall do nothing which conflicts with their agency's policies or the laws of the State of Maryland or the United States.
- B. Each party shall remain liable for the acts or omissions of its own employees to the extent permitted by applicable state, local or federal law.
- C. Each party to this Agreement agrees to cooperate fully with the other party in the defense of claims brought about as a result of Task Force operations. This cooperation will include the following:
 - 1. Immediate notification to the other party of any accident or incident resulting in personal injury, property damage or having the potential for liability;
 - 2. Permit a party to the Agreement to conduct a parallel independent investigation of any accident or incident;
 - 3. Make personnel, records and equipment available for the purpose of the defense of any claim or suit to the extent permitted by applicable law.

IV. ORGANIZATION

- A. Advisory Board – The Task Force will be governed by an Advisory Board.
 - 1. Voting Member Agencies
 - a. The voting members of the Advisory Board shall be the following:
 - i. The Superintendent, Maryland Department of State Police or designee;
 - ii. The Sheriff of Allegany County or designee;
 - iii. The Chief of the Cumberland Police Department or designee; and
 - iv. The State's Attorney of Allegany County or designee.

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

- b. It is agreed by the parties hereto that each voting member of the Advisory Board shall have ONE vote, which will be cast at regularly scheduled Advisory Board meetings when a vote is necessary or appropriate under this Agreement or any agreement pertaining to the Task Force and its activities. Majority vote will be required for passage of any issue voted on by the Board. In the event there is a tie vote on any issue before the Board, that issue shall fail for lack of a majority.
 - c. A member agency will retain its voting member status provided they maintain at least one full-time participant committed to Task Force investigations for a period of at least six (6) consecutive months prior to and on the date of the vote.
 - d. If a voting member is unable to maintain their personnel commitment as specified above they will automatically revert to a non-voting Associate Member status.
 - e. Voting rights will be returned to a former Advisory Board voting member agency upon majority vote approval of the Advisory Board, and once a full-time investigative participant has been returned to Task Force operations for a period of at least six (6) months prior to and on the date of the vote.
2. **Non-Voting Associate Members**
- a. The commander of the Maryland State Police - Cumberland Barrack and the chief of any non-member Allegany County local or municipal police department or their designee will be considered non-voting associate members of the Task Force.
 - b. Any Allegany County municipal police department may be elevated to voting member status after a request made to the Board is approved by majority vote, and the requesting agency meets the requirements of Section IV.A.1.c.
3. **Advisory Board Authority**

To the extent consistent with policies of the member agencies or applicable laws, the Advisory Board shall recommend policy, rules, regulations, guidelines and procedures, which affect the operation of the Agreement as listed below:

- a. Act as the governing body for the Task Force and in turn establish and ensure Task Force's goals and objectives are met;
- b. Establish strict accountability procedures for funds and expenditures of the Task Force;

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

- c. Approve the operational budget and any spending plans for the Task Force no later than June 30 each preceding year (The Task Force shall operate on a fiscal year of July 1 – June 30);
- d. Establish the manner in which each member agency will share, on an annual basis, proceeds derived through the forfeiture process and ensure, if federal funds are disbursed, that the process meets DOJ FESP guidelines;
- e. Establish the manner in which, upon termination of the Task Force, forfeited funds and/or Task Force equipment are to be equitably disbursed among the participating member agencies.

B. Task Force Personnel

1. Unit Supervisor

While it is the intention of the parties, that no single member law enforcement agency will govern the Task Force, it is understood day-to-day supervision and coordination of Task Force activities are necessary. Therefore, the daily administration and supervision of the Task Force and its personnel is the responsibility of the Unit Supervisor, who is the non-commissioned officer appointed from the MDSP after introduction to the Advisory Board. The supervisor will hold a supervisory rank and have experience with narcotics investigations. The supervisor's responsibilities are:

- a. Coordinate activities of the Task Force with those of local, state, out-of-state, and federal agencies to prevent unnecessary duplication of efforts and to promote the necessary exchange of intelligence and information.
- b. In addition to the routine supervisory duties, compile and maintain statistics on arrests, charges, and drug and asset seizures on a quarterly basis in an effort to help determine the effectiveness of the Task Force.
- c. Facilitate communications between member agencies, and keep Advisory Board members informed of activities.
- d. Coordinate with member agencies and Advisory Board Members to facilitate the acquisition of resources and additional personnel deemed necessary for the safe and efficient operation of the Task Force.

2. Personnel

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

Each member agency will contribute personnel to the Task Force in the following numbers:

- a. The MDSP will assign at least **TWO INVESTIGATORS** to work in the Task Force on a full-time basis, in addition to the Maryland State Police supervisor, appointed to serve as the Task Force supervisor.
- b. The ACSO will assign at least **TWO INVESTIGATORS** to work in the Task Force on a full-time basis.
- c. The CPD will assign at least **TWO INVESTIGATORS** to work in the Task Force on a full-time basis.
- d. The ACSAO will commit adequate personnel and resources to assure the proper handling of Task Force drug-related criminal and forfeiture cases.
- e. The ACSO and CPD will share the cost of assigning **ONE CIVILIAN** office manager to work in the Task Force on a part-time basis.

These personnel remain employees of their respective agencies. All salaries, overtime, pensions, worker's compensation and other employment benefits remain the responsibility of his or her employing agency. A member agency may only assign to the Task Force law enforcement personnel who are in good standing with the agency, are certified by the Maryland Police Training and Standards Commission, are not under active investigation by the home agency or any other law enforcement agency, and who have satisfactory performance evaluations.

Personnel assigned to the Task Force shall adhere to all MDSP policies and procedures as they relate to Task Force activities, unless these policies and procedures conflict with those of the other member agencies. All policy conflicts will be resolved by the Advisory Board and communicated accordingly to the affected parties. Task Force officers shall adhere to their respective agency's policies and procedures in all other matters.

Conduct which may require disciplinary action against personnel assigned to the Task Force will be reported through the Task Force supervisor to the Advisory Board member, or his/her designee, of the affected employee's agency. Notwithstanding the outcome of such disciplinary action, as may be imposed, the employee may be relieved of Task Force duties after a majority vote of the Advisory Board. The Advisory Board may also consider poor performance of employees assigned to the Task Force, and notwithstanding the outcome of any action taken by the member agency, may relieve the employee of Task Force duties after a majority vote of the Advisory Board.

V. TRAINING

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

- A. It is recognized by the parties that law enforcement officers assigned to the Task Force, who have had no previous special instruction in narcotics investigative methods, will require such training as soon as possible. Such training will be provided by the Task Force, at no cost to the member agency.
- B. Training required or made available to Task Force personnel will in no way be considered as a diminution of a member agency's personnel contribution, unless such training period exceeds EIGHT WEEKS annually. Exceptions to this provision must be approved by the Advisory Board.
- C. Member agencies will be responsible for providing their respective employees with normal in-service training as required by the Maryland Police Training and Standards Commission (MPTSC) to maintain law enforcement officer certification.
- D. Refresher courses and seminars for Task Force personnel will be encouraged by the Advisory Board, and to the extent possible funded through the Task Force. In those instances, when the Task Force cannot provide elective training at no cost to a member agency expenses for the training will be the responsibility of the respective member agency.

VI. MEETINGS

Each meeting will be chaired by the chairman, who will be chosen on an annual basis from among the voting members of the Advisory Board.

- A. The Advisory Board shall meet quarterly and may meet in such additional regular sessions as deemed necessary by its Chair. Regular and quarterly meetings will require a 72-hour notice to all Board members. This notice will contain an agenda. At any meeting, the board may consider any matter, which appears on the agenda or any other matter agreed upon to be considered by members of the Board.
- B. Each meeting will be attended by the members of the Advisory Board or their designees, and the Task Force supervisor, or their designee.

VII. PRESS RELEASES

The Task Force supervisor will coordinate press releases with each voting member or their designee. All Task Force press releases will be issued on Task Force letterhead and include the following statement:

The Allegany County Narcotics Task Force is a cooperative enforcement effort between the Maryland State Police, Allegany County Sheriff's Office, the Cumberland Police Department and the Allegany County State's Attorney's Office."

VIII. FUNDING

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

A. Equipment

Each member agency will provide weapons, ammunition, police radios and vehicles, including the cost of operation, repair and maintenance, to the officers they assign to the Task Force. The Advisory Board may elect, after securing approval as may be necessary from the funding body of the member agency, to recommend the contribution of other equipment deemed necessary for the efficient and effective operation of the Task Force.

B. Operating Expenses

1. The Advisory Board member agencies collectively agree to secure dedicated Task Force office space as well as the required utilities and maintenance of the facility (plumbing, heating, air conditioning, electric, trash removal, water and sewage). Task Force investigators will work out of a single office, which will be maintained separately from normal agency offices and personnel, unless circumstances dictate otherwise. This will provide for a greater degree of cooperation and coordination and, thereby, enhance enforcement efforts.
2. Each member agency agrees to provide desks, chairs, cabinets, computers, etc..., for its respective Task Force personnel, and to the extent possible, other incidental items as recommended by the Advisory Board for the effective operation of the Task Force.
3. Office supplies, such as pads, pencils, pens, forms, safes, evidence storage lockers, evidence containers, labels, and other similar materials commonly found in investigative offices, will be supplied by the MDSP and/or purchased from vendors using Task Force funds, as agreed upon by the Advisory Board.

C. Expenditures

MDSP will provide investigative funds for the purchase of drugs, information and/or other related evidence in Task Force cases in accordance with MDSP policies and procedures. However, if forfeited funds are available to the Task Force, reimbursement of investigative expenses incurred by MDSP may be made upon approval of the Advisory Board. Any approved reimbursement requests will be made through Task Force equitable sharing accounts in accordance with existing law, policies and guidelines.

D. Forfeited Funds

Maryland and federal law provide for the forfeiture, to the government, of assets used to facilitate the commission of controlled dangerous substance and certain vice crimes. It is the intent of this agreement that any such property, whether currency, personal property or real property be used only for official government purposes in accordance with any state and local laws, and federal equitable

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

sharing guidelines, and to support programs either undertaken by the Task Force or related thereto. This agreement establishes the guidelines for the dissemination of assets procured by or awarded to the Task Force or its member agencies; a process referred to as "Asset Sharing."

1. Definitions

- a. **Asset** – Any tangible item procured by or forfeited to the Task Force or its member agencies for the use and benefit of the Task Force or related law enforcement activities.
- b. **Credited Service** – For the purpose of asset sharing an agency must have been an active member agency of the Task Force for the entire previous fiscal year to be eligible for equitable sharing as enumerated in Section E. (Asset Sharing Procedures) of this Agreement.
- c. **State Equitable Sharing Funds** – Those monetary assets decreed by the Advisory Board to be surplus to the budgeted operation of the Task Force at the next meeting after the beginning of the fiscal year.
- d. **Federal Equitable Sharing Funds** – Those monetary assets derived through Task Force forfeiture activities conducted pursuant to 21 U.S. Code § 881 and in accordance with the July of 2018 Equitable Sharing Guidelines issued by the U.S. Departments of Justice and Treasury.
- e. **Local Financial Authority** – Allegany County Department of Finance.

- 2. **Seizure and Forfeiture** - The Task Force is comprised of state and local law enforcement agencies. The Task Force is not an independent legal entity and is not a state or local agency itself. For the purposes of asset forfeiture and asset sharing only, it is deemed to be a law enforcement unit whose forfeited assets, processed under State law, are managed by Allegany County, Maryland, a body corporate and politic. All Task Force seizures and forfeiture processes will be undertaken pursuant to MD Code Ann., Criminal Procedure Article, Titles 12 and 13. The Allegany County Sheriff's Office will serve as the seizing authority, and the Office of the Allegany County State's Attorney will serve as the forfeiting authority. All forfeited funds will be immediately transferred to and fiscally managed through the Department of Finance for Allegany County, Maryland, unless the forfeiture is adopted or otherwise processed by a federal agency, in which case, federal law and equitable sharing regulations will be followed.
- 3. **The Task Force Supervisor will manage all forfeiture related activities, and will work with the State's Attorney Office (SAO) to ensure the timely and proper acquisition and disposition of forfeited assets conducted in accordance with MD law. The Task Force Supervisor will**

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

also provide timely notification and serve as a liaison to eligible member agencies of the Task Force for asset forfeitures conducted in accordance with federal law.

The Task Force Supervisor, or designee, shall maintain a record of every item of property seized by the Task Force in accordance with MD Code Ann., Criminal Procedure §12-602. Such record will reflect:

- a. The date that currency, vehicles, houses, or other types of property were seized;
- b. The type of property seized, including year, make, and model, as applicable;
- c. The outcome of related criminal action, including whether charges were brought, a plea bargain was reached, a conviction was obtained, or an acquittal was issued;
- d. Whether a unit of federal government took custody of the seized property, and the name of the unit;
- e. For property other than money, the market value of the property seized;
- f. If money was seized, the amount of money;
- g. The amount the seizing authority received in the prior year from the federal government as part of an equitable sharing agreement;
- h. The race and gender of the person or persons from whom the property was seized, if known; and
- i. Whether the property was returned to the owner.

The Task Force records will also include the Task Force case numbers, the final disposition and distribution of the property/asset, and the date of notification to the appropriate authority to ensure commencement of the forfeiture proceedings.

E. ASSET SHARING PROCEDURES

1. **State Assets** - Prior to the first meeting of the fiscal year, the Task Force Supervisor shall review the income and expenses of the Task Force, and establish an operating budget for the upcoming fiscal year, and present it to the Advisory Board for approval. If approved any assets held by the Task Force in the local financial authority's State forfeiture account above the approved budget amount will be shared with the member agencies per the guidelines and the established State Equitable Sharing Percentages herein at the first Advisory Board meeting of the fiscal year.

Any state forfeiture funds qualifying for equitable sharing will remain in the account of the local financial authority, but will be earmarked to the qualifying member agency. Upon request of the member agency the allocated funds or any portion thereof will be available to the qualifying member agency for use in support of Task Force and related law enforcement activities. State equitable sharing funds earmarked as part of the enumerated asset sharing procedures to qualifying member agencies do not require approval of the Advisory Board for expenditure.

Any state non-cash asset/property transferred to the ownership of a participating member agency (e.g. vehicles, computers, fax machines, equipment, etc.) shall remain with that agency and will not be used to compute the final division of assets. The distribution of non-cash assets shall be within the sole discretion of the Advisory Board.

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

The sharing percentages pertaining to the State Asset Equitable Sharing for qualified Task Force member agencies are as follows:

State Equitable Sharing Percentages	
MDSP:	30%
ACSO:	30%
CPD:	30%
ACSAO:	10%

If a participating agency takes a leave of absence or terminates participation, that agency's disbursement percentage will be equally divided among the remaining actively participating agencies.

2. Federal Assets – Under the equitable sharing guidelines enacted by the Department of Justice in July of 2018, Department of Justice Equitable Sharing funds may be paid either to a single fiduciary agency or to individual member agencies of a task force. The parties of this Agreement agree that all federal equitable sharing funds generated through Task Force activities will be applied for by and paid directly to the individual member agencies of the Task Force. The sharing amount for each asset will bear a reasonable relationship to the degree of direct participation of each member agency and will consider the sharing recommendations outlined in this section based on qualitative factors such as unique contributions and financial obligations of the Task Force.

The Task Force understands that in order for its identified member agencies to receive shared funds, the member agency must be compliant with Program guidelines and reporting requirements. Each member agency's Head and Governing Body Head must annually sign the Equitable Sharing Agreement and Certification (ESAC) report. By signing and submitting the ESAC report, the fiduciary agency and its jurisdiction agree to abide by all policies set forth in the current *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* and all subsequent updates.

Sharing requests may be submitted at any time following the seizure, but no later than 45 days after forfeiture.

Equitable sharing funds are awarded to each member agency to be spent at the discretion of the recipient agency. All federally shared funds received by the member agencies will be maintained in separate revenue accounts/accounting codes by each member agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.

Funds may be expended in support of Task Force operations, such as paying leases, renting undercover vehicles and cell phones. The Task Force member agencies will not expend funds at the direction of or for the sole use of federal agencies.

Federal Sharing Percentages:

Federal Equitable Sharing Percentages	
MDSP:	30%
ACSO:	30%
CPD:	30%

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

ACSAO: 10%

The sharing percentages listed represent an equitable share in accordance with the statute and are based on each member agency's contribution to the Task Force. Contributions include manpower, tangible contributions such as equipment and facilities, and financial contributions for revolving expenses. If one Task Force member agency provides a greater financial responsibility to the Task Force, such agency should receive a higher share reflective of the financial contribution.

The Task Force may deviate from the above percentages on a case-by-case basis as needed upon concurrence of all Task Force member agencies. Deviations from the agreed upon percentages generally would only occur in rare and unique situations involving cases where a larger than usual sharing may occur.

This portion of the Agreement will be updated each time a change in Task Force member or manpower contribution occurs and/or if a change in financial/administrative responsibilities occurs.

Should the Task Force disband or when a member agency withdraws from the Task Force, all funds currently in that member agency's possession remain with that member agency.

IX. ANNUAL AUDIT

The Task Force Advisory Board will ensure an annual independent financial audit/review is completed on all State Equitable Sharing Funds held in the account of the local financial authority that were generated as a result of Task Force activities. The cost of the annual audit/review will be included in the annual Task Force budget and paid for through forfeited Task Force funds.

X. DISSOLUTION

The Task Force is deemed dissolved when the overall membership falls below two (2) police agencies, the SAO not being considered a police agency.

XI. TERM OF AGREEMENT

The term of this Agreement shall be the fiscal year, July 1 through June 30. This Agreement shall become effective upon the date of its approval and execution by the parties hereto. Unless terminated in accordance with the provisions of this Agreement the Agreement shall be renewed each subsequent year on July 1st, after approval from each party. If there are no changes to the agreement the renewal of the agreement can be accomplished by addendum signed by all parties. All modifications to this agreement shall be in writing and approved by each party to the agreement by way of signature.

XII. TERMINATION

Each party to this Agreement shall have the absolute right to withdraw its participation under this Agreement and to terminate the Agreement by providing **30 DAYS** written notice to all of the other parties to this Agreement. Reasonable time and resources shall be allowed for the Task Force personnel to complete pending investigations and prosecutions.

**ALLEGANY COUNTY NARCOTICS TASK FORCE
MEMORANDUM OF AGREEMENT**

Any member agency that terminates their participation shall forfeit that agency's interest in any equitable sharing (state or federal) generated from Task Force activities for the years following their termination and shall not receive any documents related to Task Force Operations except as approved by the Advisory Board upon receipt of a written request. The terminating agency's personnel shall surrender all Task Force equipment to the Task Force Supervisor.

XIII. DISSOLUTION OF TASK FORCE

The Advisory Board shall, upon a decision to terminate the Task Force, disburse any assets held by the Task Force to the active member agencies at the time of termination according to the guidelines established under the asset sharing provision of this agreement. All equipment purchased and maintained by the Task Force with Task Force state equitable shared funds, shall upon termination be inventoried and assessed for value. The equipment, or its equivalent value, shall be considered during the final division of assets in accordance with any state, local or federal laws, or Department of Justice Equitable Sharing guidelines. All federal funds/assets currently in the fiduciary agency's possession remain with the fiduciary agency. No federal funds will be transferred to any agency at any time except with the written approval from the Money Laundering and Asset Recovery Section, U.S. Department of Justice.

XIV. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their successors and assigns, or any of them.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2019.

Allegany County State's Attorney's Office

Michael O. Twigg
Allegany County State's Attorney

Maryland Department of State Police



William M. Pallozzi
Superintendent

Allegany County Sheriff's Office

Craig A. Robertson
Sheriff

Cumberland Police Department

Charles H. Hinnant
Chief



Regular Council Agenda
March 19, 2019

Description

Order abating taxes and utilities for City-owned property at 616-618 Maryland Avenue

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: March 19, 2019

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

THAT, the taxes and utilities for City-owned property at 616-618 Maryland Avenue
be and are hereby abated.

Raymond M. Morriss, Mayor

THIS DEED, made this 29th day of November, 2018, by and between **Allen Little and Donna Little**, of Allegany County, Maryland, parties of the first part, and the **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the parties of the first part do hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns,

ALL that certain lot of ground situated in Haley's Addition to the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit;

BEGINNING for the same on the East side of Maryland Avenue at the Northwest corner of that part of Lot Number Five of Haley's Addition to Cumberland, conveyed by Francis Haley to Joseph Fauber, by deed recorded among the Land Records of Allegany County in Liber T.S. No. 54, folio 51, said point being on the line between the house occupied by Patrick Lavin in the year 1950, and the lot hereby conveyed, and the said Fauber lot, and running thence with Maryland Avenue North 26 degrees 5 minutes East 42 feet, and running thence at right angles with Maryland Avenue 114 1/2 feet to Pine Alley, thence with Pine Alley South 17 degrees 5 minutes West 42 1/2 feet to the Northeast corner of said Fauber lot, and thence with the Northerly side of said lot North 63 degrees 55 minutes West 120 feet to the place of beginning.

IT BEING the same property described in the deed from Nicholas Walters to Allen Little and Donna Little dated January 15, 2016 and recorded among the Land Records of Allegany County, Maryland in Book 2223, Page 68.

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

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

AND the said parties of the first part, for themselves and their respective persons and representatives, heirs and assigns, do hereby warrant specially the title to the above-described

2019 FEB 15 A 10:05
RECEIVED
CIRCUIT COURT
ALLEGANY CO.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 2445, p. 0421, MSA_CE78_2135. Date available 03/01/2019. Printed 03/04/2019.

Cohen

property and covenant that they will execute such other and further assurances of the same as may be requisite or necessary.

WITNESS the hands and seals of the party of the first part the day and year first above written.

WITNESS:

[Signature]

Allen Little (SEAL)
Allen Little

[Signature]

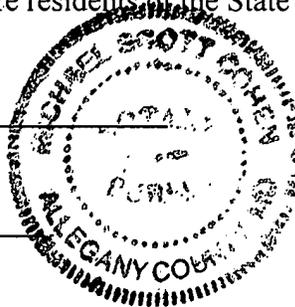
Donna Little (SEAL)
Donna Little

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of November, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Allen Little and Donna Little**, known to me or satisfactorily identified to be the persons whose names are subscribed to the within instrument, and did acknowledge that they executed the same for the purposes therein contained; and they further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$15,000.00, and they 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 they are residents of the State of Maryland.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My Commission Expires: 11/12/21

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

[Signature]
MICHAEL SCOTT COHEN

This is to certify that, according to the records of the Allegany County Tax & Utility Office, there are no taxes due on the property account numbers(s) provided on the above sheet recorded with this deed
Account(s)# 04-013794

[Signature] 2/5/19
Allegany County Tax office Date

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 2445, p. 0422, MSA_CE78_2135. Date available 03/01/2019. Printed 03/04/2019.

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Allegany
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.							
	1 Deed Deed of Trust	Mortgage Lease	2 Other Cert Sat	Other _____					
2	Conveyance Type Check Box	Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]	Multiple Accounts Arms-Length [3]	Not an Arms-Length Sale [9]				
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation	Tax Property Article, Section 12-108(a)(1)						
		State Transfer	Tax Property Article, Section 13-207(a)(1)						
		County Transfer	"						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration				
		Purchase Price/Consideration	\$ 15,000.00	Transfer Tax Consideration	\$				
		Any New Mortgage	\$ 0.00	X () % =	\$				
		Balance of Existing Mortgage	\$	Less Exemption Amount	-	\$			
		Other:	\$	Total Transfer Tax	-	\$			
		Other:	\$	Recordation Tax Consideration	\$				
		Full Cash Value:	\$	X () per \$500 =	\$				
				TOTAL DUE	\$				
5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:				
		Recording Charge	\$	\$ 10.00	Tax Bill:				
		Surcharge	\$	\$ 40.00	C.B. Credit:				
		State Recordation Tax	\$	\$	Ag. Tax/Other:				
		State Transfer Tax	\$	\$					
		County Transfer Tax	\$	\$					
		Other	\$	\$					
		Other	\$	\$					
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		
		04	013794	2223/68				<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
		Location/Address of Property Being Conveyed (2)							
		16-18 Maryland Ave., Cumberland, MD 21502							
		Other Property Identifiers (if applicable)					Water Meter Account No.		
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent		Amount:			
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:					
		If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)				
		Allen Little and Donna Little							
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)			Doc. 2 – Owner(s) of Record, if Different from Grantor(s)				
8	Transferred To	Doc. 1 – Grantee(s) Name(s)			Doc. 2 – Grantee(s) Name(s)				
		Mayor and City Council of Cumberland							
		New Owner's (Grantee) Mailing Address							
57 N. Liberty Street, Cumberland, MD 21502									
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)				
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person		
		Name: Michael Scott Cohen					<input type="checkbox"/> Hold for Pickup		
		Firm: Michael Scott Cohen, LLC					<input type="checkbox"/> Return Address Provided		
		Address: 213 Washington Street, Cumberland, MD 21502							
					Phone: (301) 724-5200				
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?						
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify:						
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
		Assessment Use Only – Do Not Write Below This Line							
<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole <input type="checkbox"/> Part		<input type="checkbox"/> Tran. Process Verification			
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:					
Year	20	20	Geo.	Map	Sub	Block			
Land			Zoning	Grid	Plat	Lot			
Buildings			Use	Parcel	Section	Occ. Cd.			
Total			Town Cd.	Ex. St.	Ex. Cd.				
REMARKS:									

Space Reserved for County Validation



Regular Council Agenda
March 19, 2019

Description

Order lifting the open container provisions of the City Code to allow open containers of alcohol in a designated area of the downtown from 3:00 p.m. until 9:00 p.m. during the 2019 Discover Downtown Cumberland events, notwithstanding that open glass containers shall not be allowed

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: March 19, 2019

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

THAT the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted from 3:00 PM until 9:00 PM on the following Saturdays for Discover Downtown Cumberland events:

April 13, 2019

May 11, 2019

June 8, 2019

July 3, 2019

July 13, 2019

August 9, 2019

August 10, 2019

September 14, 2019

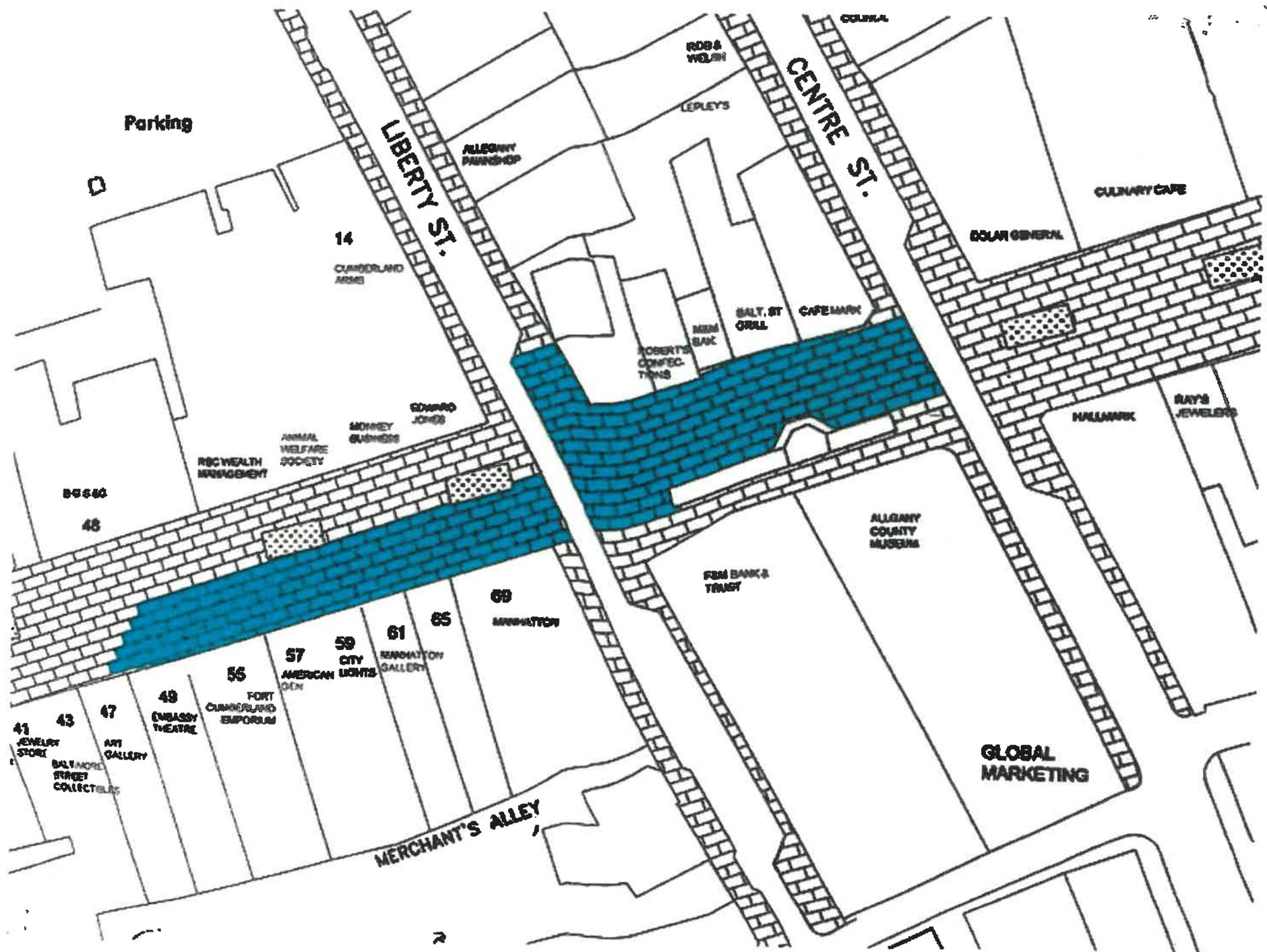
October 11, 2019

October 12, 2019

BE IT FURTHER ORDERED, that these provisions shall be lifted only within the area designated on the attached map, that being the Downtown Mall (Baltimore Street) between Centre and Liberty Streets with an extended walkway extending to 49 Baltimore Street; and

NOTWITHSTANDING THE FOREGOING, open glass containers shall not be permitted in the area defined above.

Raymond M. Morriss, Mayor



Parking

LIBERTY ST.

CENTRE ST.

MERCHANT'S ALLEY

14

CUMBERLAND
ARMY

ROSA
WELSH

LEPLEYS

ALBANY
PARISH

CULINARY CAFE

SOLAR GENERAL

BALT. ST
GRILL

CAFEMARK

ROBERT'S
CONFEC-
TIONS

MEM
BAK

EDWARD
JONES

MONEY
BUSINESS

ANIMAL
WELFARE
SOCIETY

REC WEALTH
MANAGEMENT

84640

48

ALBANY
COUNTY
MUSEUM

FBI BANK &
TRUST

HALLMARK

RAY'S
JEWELERS

69

MERRINGTON

61

REPRODUCTION
GALLERY

57

AMERICAN
LIGHTS
DEN

56

FORT
CUMBERLAND
EMPORIUM

49

EMBASSY
THEATRE

47

ART
GALLERY

43

BALTIMORE
STREET
COLLECTIBLES

41

JEWELRY
STORE

GLOBAL
MARKETING



Regular Council Agenda
March 19, 2019

Description

Order authorizing execution of a Cooperation Agreement with River Bend Court, LP outlining terms and conditions by which River Bend Court, LP shall make payments in lieu of taxes relative to the redevelopment of River Bend Court (formerly Fort Cumberland Homes), with said Agreement subject to final review by the City Solicitor

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: March 19, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Cooperation Agreement by and between River Bend Court, LP and the Mayor and City Council of Cumberland outlining terms and conditions by which River Bend Court, LP shall make payments in lieu of taxes for public services and facilities furnished for or with respect to the redevelopment of River Bend Court (formerly Fort Cumberland Homes); and

BE IT FURTHER ORDERED, that execution of this Cooperation Agreement shall be subject to final review by the City Solicitor.

Raymond M. Morriss, Mayor

COOPERATION AGREEMENT
(River Bend Court)

This Cooperation Agreement (“Agreement”) entered into this _____ day of _____ 2019, by and between River Bend Court, LP (referred to as Limited Partnership) and Mayor and City Council of Cumberland (referred to as City), witnesseth:

WHEREAS, The Housing Authority of the City of Cumberland, Maryland (referred to as Local Authority) received from the Public Housing Administration (referred to as PHA) a program reservation for 80 units of low-rent that were developed and are located within the corporate limits of City (referred to as Fort Cumberland Homes).

WHEREAS, Local Authority and City entered into a Cooperation Agreement in 1950, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, Local Authority also entered into an identical Cooperation Agreement with Allegany County, Maryland in 1950 (referred to as County). The County and City have a separate agreement for the distribution of the payment in lieu of taxes provided for in the 1950 Agreement.

WHEREAS, Local Authority converted Fort Cumberland Homes to a Rental Assistance Demonstration (“RAD”) project in 2019. In pursuit of that conversion, Local Authority transferred Fort Cumberland Homes to Limited Partnership, which will be responsible for the payments provided for in this Agreement. A further result of the conversion to RAD was the reduction of units from 80 to 77. Fort Cumberland Homes is now known as “River Bend Court.”

WHEREAS, as a result of this transfer, the parties wish to enter into this new Cooperation Agreement. Limited Partnership will enter into an identical agreement with County.

THE PARTIES AGREE:

- (1) Whenever used in this agreement:
 - (a) The term “project” shall mean those 77 units of low-rent housing known as River Bend Court previously or hereafter developed by Limited Partnership with financial assistance of the PHA.
 - (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.

- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and nondwelling rents (excluding all other income of such project), less the cost to Limited Partnership of all dwelling and nondwelling utilities.
 - (d) The term “slum” means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (2) Limited Partnership shall endeavor to secure a contract or contracts with PHA for loans and annual contributions and undertake to develop and administer one or more projects.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either (a) such project is used for low-rent housing purpose, or (b) any contract between Limited Partnership and PHA for loans or annual contributions, or both, in connection with such project, or (c) any bonds issued in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such project, or upon Limited Partnership with respect thereto.

During such period Limited Partnership shall make annual payments (herein called payments in lieu of taxes) in lieu of such taxes and special assessments, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either (a) 10% of the aggregate shelter rent charged by Limited Partnership in respect to such project during the tax year for which such payment is made, or (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Limited Partnership to make any such payments in lieu of taxes, no lien against any project or assets of Limited Partnership shall attach.

City agrees that payments in lieu of taxes made under this contract shall be distributed as follows: 20% to County, and 80% to City; provided, however, that the total payment for any year made to City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by Limited Partnership to City, provided for herein with respect to the project, shall be made by Limited Partnership and accepted by City only as long as: (1) the project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time; (2) Limited Partnership, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time,

pursuant to which City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and (3) from time to time, upon the request of City, Limited Partnership provides City or its authorized representative, all financial and other information required by City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law. Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither Limited Partnership nor any successor-in-interest to Limited Partnership with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by Limited Partnership which is subject to this Agreement; and (b) real estate taxes due and payable to City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit Limited Partnership from taking full advantage of any program that would result in a reduction or elimination of Limited Partnership or its successor-in-interest's real estate taxes that are due and payable to any entity other than City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Limited Partnership and PHA for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, City, without cost or charge to Limited Partnership or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to Limited Partnership and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets; alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;
 - (b) Co-operate with Limited Partnership by such other lawful action or ways as City and Limited Partnership may find necessary in connection with the development and administration of such project.
- (5) If City shall, within a reasonable time after written notice from Limited Partnership, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to Limited Partnership, or to any project, then Limited Partnership

may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to City in respect to any project or any other low-rent housing projects assisted or owned by PHA.

- (6) No co-operation agreement heretofore entered into between City and Local Authority or Limited Partnership shall be construed to apply to any project covered by this Agreement.
- (7) So long as any contract between Limited Partnership and PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of PHA. The privileges and obligations of City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by Limited Partnership or some other public body or governmental agency, including PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including PHA, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including PHA.
- (8) This Agreement shall not be subject to assignment without the written consent of City, which consent may be withheld for any reason or no reason at all; provided, however, no consent shall be required if the assignment is to a limited partnership of which Limited Partnership or its wholly owned affiliate is the general partner. Upon such permitted assignment, "Limited Partnership" shall mean the limited partnership of which Limited Partnership or its wholly owned affiliate remains a general partner.
- (9) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.
- (10) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (11) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (12) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (13) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, City and Limited Partnership have respectively caused this agreement to be

duly executed as of the day and year first above-written.

WITNESS:

RIVER BEND COURT, LP

By: River Bend Court, LLC, its General Partner
By: Cumberland Housing Alliance, Inc. its Sole Member
By: The Housing Authority of the City of Cumberland,
Maryland, its Sole Owner

By: _____
STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
RAYMOND M. MORRIS
Mayor



Regular Council Agenda
March 19, 2019

Description

Letter from Cityreach Church asking permission to use the old Memorial Hospital site on Saturday, April 20th, from 12-4 p.m. to hold an Egg Hunt

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



CITYREACH CHURCH
CUMBERLAND

City Reach Church Cumberland
610 Brookfield Ave.
Cumberland, MD 21502

Dear Mayor and council

Over the past few years, we have held an Easter Outreach event for the community. Each year, this event has grown. We hosted over 300 children, and that does not include the parents who came with their children. We wish to host this year's Easter event on Saturday, April 20th from 12pm – 4pm.

We hope to use the old Memorial Hospital property for our event again, which will open the doors to our expanding numbers. Last year, we hosted the event at the church as well as the former Memorial Hospital property. It was a wonderful success!

This event is mainly for children, though parents enjoy the event as well. We will have many different activities happening throughout the 4-hour event. We are expecting to have face painting, egg decorating, bouncy houses, and carnival-style food. We will have a message during the event that tells the real reason for celebrating Easter. We will end with the egg hunt for all children ages 12 and under.

We are looking forward to bringing the community together in a fun, safe, and memorable way to celebrate Easter. We would greatly appreciate your support in teaming up with us again this year.

Thank you

David Smith

Executive Pastor/Operations Director

240-920-2403

Dsmith@cityreachcumberland.com