



AGENDA

MAYOR
Raymond M. Morris

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: January 15, 2019

I. Open Session

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

II. Pledge of Allegiance

III. Roll Call

IV. Statement of Closed Meeting

1. Summary Statement of Closed Meetings

V. Proclamations

1. Proclaiming January 22, 2019 as a National Day of Racial Healing in the City of Cumberland

VI. Presentations

1. Nomination and vote on an appointment to the vacant city council seat
2. Swearing-In of Newly Appointed Council Member
3. Introduction of the newly promoted Police Department supervisory staff: Captain J. Charles Ternent, Lieutenant Andrew R. Tichnell, Sergeant Christopher C. McCann, Corporal Donald F. Jenkins, II, and Corporal Alexander D. Menges

VII. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for December, 2018
2. Utilities Division-Flood/Water/Sewer monthly report for December, 2018

(B) Fire

1. Fire Department monthly report for November, 2018

(C) Police

1. Police Department monthly report for December, 2018

VIII. Approval of Minutes

1. Approval of the Regular Session Minutes of September 18, October 2, and October 16, 2018

IX. Approval of Minutes

1. Approval of the Closed Session Minutes of August 21, September 5, and October 16, 2018

X. New Business

(A) Resolutions

1. Resolution (*1 reading only*) - authorizing participation in the HUD public offering as part of the Section 108 Loan Guarantee Assistance Program to refinance existing obligations in the original amount of \$1,400,000 which were undertaken for the development of the HRDC building on Virginia Avenue

(B) Orders (Consent Agenda)

1. Order authorizing the sole source purchase of SCADA System hardware and software from Systems Integration Technology to replace the outdated SCADA system at the John J. DiFonzo Water Reclamation Facility in the estimated amount of \$64,635
2. Order authorizing the sole source purchase of SCADA System hardware and software from Systems Integration Technology to replace the outdated SCADA system at the Water Filtration Plant in the estimated amount of \$57,621.00
3. Order authorizing the Chief of Police to accept a Byrne-Justice Assistance "Technology Upgrades" grant for FY19 in the amount of \$29,323 for radar units, traffic control equipment and officer overtime to conduct traffic enforcement throughout the City of Cumberland.
4. Order accepting the sole source proposal from Allegheny Trucks to supply one (1) used 2016 International Tractor for the cost of \$88,677.21
5. Order declaring a 1988 International Tractor as surplus equipment and authorizing it for sale or trade-in
6. Order authorizing execution of a Corrective Certificate of Satisfaction acknowledging that the indebtedness secured by a Repayment Agreement / Promissory Note pertaining to 218 Williams Street (Allegheny County Land Records Liber 1363, folio 443) has been fully paid and satisfied and the lien is hereby released
7. Order accepting the sole source proposal from Global Public Safety, LLC to provide outfitting services for three (3) police vehicles through the Maryland State Procurement Bid Process, for the total amount of \$47,871.30
8. Order accepting the sole source proposal from Hertrich Fleet Services, Inc. to provide three (3) police vehicles for the total amount of \$84,847.00, with said vehicles being purchased through the Maryland State Procurement Bid Process
9. Order authorizing execution of a Donation Agreement with David Ronald Christifer for transfer of the property at 1 Evergreen Terrace to the city for the sum of \$1.00 and authorizing execution of documents necessary for the transfer
10. Order authorizing execution of a Facilities Encroachment Agreement with CSX Transportation, Inc. relative to the replacement of the 12" water line under the Route 51 Bridge (City Project No. 03-17-W)
11. Order approving a total of \$43,183 in Community Legacy Funding to three (3) Leasehold Improvement Projects in the Central Business District : 11 South Liberty/Craft Table - \$14,985; 56 N. Centre St./ Toil and Trouble - \$13,735; 171 N. Centre St. / Corner Tavern & Cafe - \$14,463

XI. Public Comments

All public comments are limited to 5 minutes per person

XII. Adjournment



Regular Council Agenda
January 15, 2019

Description

6:15 p.m. - Convene in 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
January 15, 2019

Description

Summary Statement of Closed Meetings

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
January 15, 2019

Description

Proclaiming January 22, 2019 as a National Day of Racial Healing in the City of Cumberland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
~ MARYLAND ~

Proclamation

- WHEREAS,** *We have all witnessed racial divisiveness rising in America's urban, rural, suburban, and tribal communities today that threatens the very core of this great county's unified front; and*
- WHEREAS,** *We all must work earnestly to heal wounds created by racial, ethnic, and religious bias and build an equitable and just society so that all children can thrive; and*
- WHEREAS,** *Like those who came before us, it is our duty to protect the children of this county and maintain community in which they may all be given the opportunity to learn, grow, and thrive in nurturing environments that don't violate their safety, dignity, and humanity; and*
- WHEREAS,** *if we all dedicate ourselves to the principles of truth, racial healing, and transformation, we can all bring about the necessary changes in thinking and behavior that will propel this country forward as a unified force where racial biases will become a thing of the past; and*

Now, Therefore, the Mayor and City Council of Cumberland

do hereby recognize January 22, 2019 as

"A National Day of Racial Healing"

and do urge all citizens to promote racial healing in the ways that are best suited for them individually, as a means to work together to ensure the best quality of life for every child.

Given under our hands and seals this 15th day of January, in the year 2019, with the corporate seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor



Regular Council Agenda
January 15, 2019

Description

Nomination and vote on an appointment to the vacant city council seat

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
January 15, 2019

Description

Swearing-In of Newly Appointed Council Member

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
January 15, 2019

Description

Introduction of the newly promoted Police Department supervisory staff: Captain J. Charles Ternent, Lieutenant Andrew R. Tichnell, Sergeant Christopher C. McCann, Corporal Donald F. Jenkins, II, and Corporal Alexander D. Menges

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
January 15, 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
January 15, 2019

Description

Maintenance Division monthly report for December, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
December 2018

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
DECEMBER 2018**

- POTHoles AND COMPLAINTS
 - Potholed 4 Streets and 2 Alleys using 5 tons of HMA
 - Potholed 15 Streets and 3 Alleys using 10 tons of cold patch

- UTILITY HOLE REPAIR
 - Completed 1 Water Utility Hole Repair using 1.5 tons of HMA

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 10 Traffic Control Signs
 - Installed/Repaired 4 Street Name Signs
 - Installed or removed 1 handicapped sign
 - Painted 2 curbs

- STREET SWEEPING
 - Swept 119 curb miles (approx. 88 cubic yards of debris)
 - Hauled 29 tons of sweeper dumps to landfill

- MISCELLANEOUS
 - Completed 25 Work Orders
 - Completed 1 Flagging Operation
 - 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 6 areas
 - Set out and picked up traffic control for 1 event
 - Placed and filled salt barrels city wide
 - Checked salt barrels 5 times
 - Salted icy spots 7 times
 - Performed leaf pickup and hauled 35 loads to compost site
 - Dug trench for Central Services for Municipal Center gate wiring

STREET MAINTENANCE - DECEMBER 2018		12/3-12/7	12/10-12/14	12/17-12/21	12/24-12/28	12/31	TOTAL
SERVICE REQUEST COMPLETED		9	9	6			24
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER						0
	SEWER						0
	CY						0
	TONS						0
POTHOLE FILLING	STREETS	4	8	1	2		15
	ALLEYS	2	1				3
	DAYS						0
	Cold Mix		9	1	2		12
	TONS	5.0					5
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		6		4			10
STREET NAME SIGNS REPAIRED/INSTALLED		3		1			4
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		1					1
							0
PAINTING PERFORMED	BLUE	1					1
	YELLOW						0
	RED			1			1
PAVEMENT MARKINGS INSTALLED	No.	3					3
STREET CLEANING	LOADS	0	10	12	0		22
	Miles	0	54	119	0		173
SWEPPER DUMPS HAULED TO LANDFILL	TONS		14.0	15.0			29
SALT BARRELS - PICK UP, FILL	DAYS	2	1	0	3		6
CLEANED BALTIMORE ST. UNDERPASS		2	0	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Areas			5	1		6
Check Drains/Clean Debris	DAYS				1		1
LEAF PICK UP	Loads	16	18	1			35

Salted icy spots on 7 occasions
 Picked up 4 dead animals
 Finished leaf pickup for the season
 Worked with Central Services on ditch for gate wiring
 Completed 1 flagging operation
 Traffic control for New Year's Eve Celebration
 Emergency removal of damaged guard rail from R/R tracks along Henderson Ave

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
DECEMBER 2018**

- 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
 - Prepared Activities Building for rentals
 - Repaired Christmas lights on Virginia Ave
 - Raised and lowered flags @ all parks
 - Finished cleanup of old HRDC building
 - Picked up barrels to be used as trash cans from Shroeder Ind.
 - Setup City Hall for City Christmas Party
 - Setup Activities Building for Christmas/Retirement party

**Fleet Maintenance
December 2018**

Total Fleet Maintenance Projects	115
Central Services	0
Code Enforcement	0
DDC	0
Engineering	3
Fire	5
Flood	0
Municipal Parking	0
P & R Maintenance	4
Police	22
Public Works	0
Sewer	12
Snow Removal	0
Street Maintenance	22
Vehicle Maintenance	9
Water Distribution	20
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	15
Field Service Calls	3
Total Work Orders Submitted	28
Risk Management Claims	0
Fork Lift Inspections	0



Regular Council Agenda
January 15, 2019

Description

Utilities Division-Flood/Water/Sewer monthly report for December, 2018

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 Dec 18

REQUEST	W/E 12/7/18	W/E 12/14/18	W/E 12/21/18	W/E 12/31/18	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	12	33	48	49	142
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	10	6	1	3	20
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	7	10	4	1	22
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	20	25	13	2	60
REPAIR WIRING/GET READING	3	1	3	1	8
ORANGE TAG FOR REPAIRS		2	5	13	20
YELLOW TAG FOR H/L USAGE/APPT	1		1		2
RED/PINK TAG FOR SHUT OFF	2	1	1		4
TURN WATER ON	42	37	10	3	92
TURN WATER OFF	1		1		2
NONPMT/BAD CK/AGREE SHUT OFFS	46	43	1		90
SHUT OFF RECHECKS	57	74			131
PULL METERS - READS/SPAC/WR OFF	1	1	1		3
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE			1		1
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS PLUGS/LOCK	1		1		2
NEW METER DIAL	3	6	10	11	30
METER TESTS-Residential	3	6	6		15
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out	1				1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER	1				1
MOVE METERS OUTSIDE/READINGS		2			2
SP Change Outs/Repairs/Reactivates/Move	2	17	13	19	51
Replace smartpoint antenna			3		3
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES		1			1
CCP - BACKFLOW/RETRO		2			2
HYDRANT/IRRIGATION METER					0
Total					705
Pipe Technicians					
LINE LOCATOR	44	73	42	27	186
TAPS SERVICED		2	1	2	5
LEAKS REPAIRED	5	1		1	7
ABANDONED SERVICE - 491 BALTIMORE AVE	5				5
ABANDONED SERVICE - 12 MARION ST	5				5
ABANDONED SERVICES -ODD #S 703-713 ELM	4				4
LEAK - WILJON/BEDFORD RD - TURNED OFF	2				2
HYD #215 - PUT OUT OF SERVICE	2				2
HELP #311 LOCATE STOP @ 13321 LERAE ST	2				2
ABANDON SERVICE - 218 FULTON ST	3				3
CLEANED UP AVONDALE AVE JOB	3				3
INVESTIGATE LEAK ADAMS @ THOMPSON		4			4
SHOT BULLET FOR ELECTRICIANS/WAREHOUSE	6				6
SHUT OFF WATER/WISE CHIPS - RESERVOIR		3			3
LOCATED VALVE 612 N MECHANIC		4			4

DECEMBER 2018 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Work on Corps of Engineers sign
Safety meeting

SEWER BRANCH

Calls answered	10
Service lines opened	2
Owner's trouble	9
Traced lines/main	57
Mains Repairs/ Replace	0
Sewer taps installed/replaced	1
Cleaned catch basins	2
Cleanouts installed	0
Televised sewer mains	443 FEET
Televised sewer lines	0
Call outs/ overtime	8 callouts/ 29.5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	3
Hilltop @ Caroline Ave.	
Arch St, @ Industrial Blvd.	
Sewer tap replace and service line repaired	
At 878 Sperry Terr.	
Hydro for water 10 sites	

Hydro for sewer 2 sites

Safety meeting

Gallons of water used

608, 605 11,000 gals.

Flushed mains 3,925 feet



Regular Council Agenda
January 15, 2019

Description

Fire Department monthly report for November, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

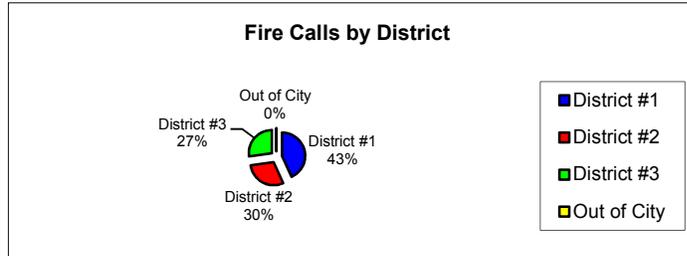
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF NOVEMBER, 2018
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 88 Fire Alarms:

Responses by District:	
District #1	38
District #2	26
District #3	24
Out of City	<u>0</u>
	88



Number of Alarms:
 First Alarms Answered 88

Calls Listed Below:

Property Use:	
Educational	5
Institutional	2
Residential	49
Stores and Offices	4
Industrial, Utility	1
Special Properties	<u>27</u>
	88

Type of Situation:

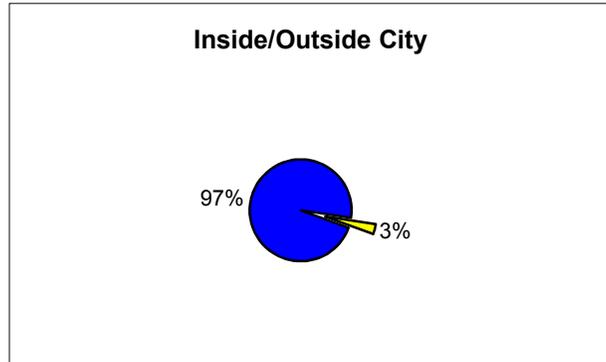
Fire or Explosion	3
Overpressure	2
Rescue Calls	37
Hazardous Conditions	9
Service Calls	6
Good Intent Calls	12
False Calls	<u>19</u>
	88

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in November:	\$3,190.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$10,130.00
Fire Service Fees for Fire Calls Paid in November:	\$150.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,620.00
Total Fire Service Fees Paid in FY2019:	\$11,490.00

Fire Service Fees for Inspections and Permits Billed in November:	\$50.00
Fire Service Fees for Inspections and Permits Paid in November:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$450.00

Cumberland Fire Department Responded to 408 Emergency Medical Calls:

In City Calls	395
Out of City Calls	<u>13</u>
Total	408



Total Ambulance Fees Billed by Medical Claim-Aid for November:	\$112,141.27
Ambulance Fees Billed Fiscal Year to Date:	\$551,257.27
Ambulance Fees Paid: Revenue Received in November:	\$79,354.28
FY2019 Ambulance Fees Paid in FY2019:	\$277,703.32
All Ambulance Fees Paid in FY2019: (Includes all ambulance fees, paid in current and previous fiscal years.)	\$427,934.07

Cumberland Fire Department provided 5 Paramedic Assist Calls:

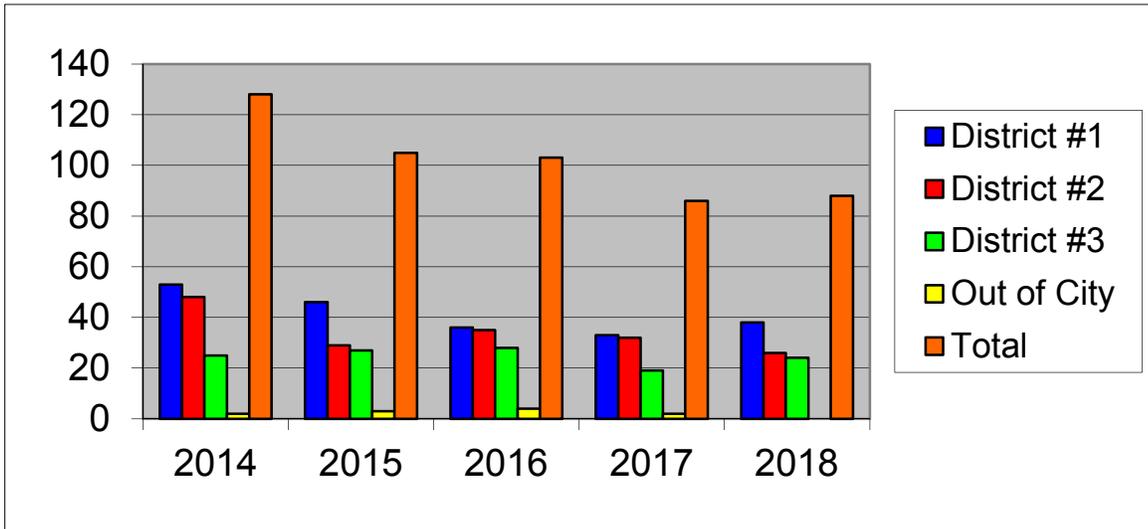
1 Mutual Aid Calls within Allegany County	
<u>4 Mutual Aid Calls outside of Allegany County</u>	
5	
District #16 VFD	<u>1</u>
Fort Ashby, WV VFD	2
Ridgeley, WV VFD	1
Short Gapl, WV VFD	<u>1</u>
	5

Cumberland Fire Department provided 8 Mutual Aid Calls:

6 Paramedic Assist Calls within Allegany County	
<u>2 Paramedic Assist Calls outside of Allegany County</u>	
8	
Bowman's Addition VFD	2
LaVale Vol. Rescue Squad	1
Cresaptown VFD	<u>3</u>
	6
Ridgeley VFD, WV	<u>2</u>
	8

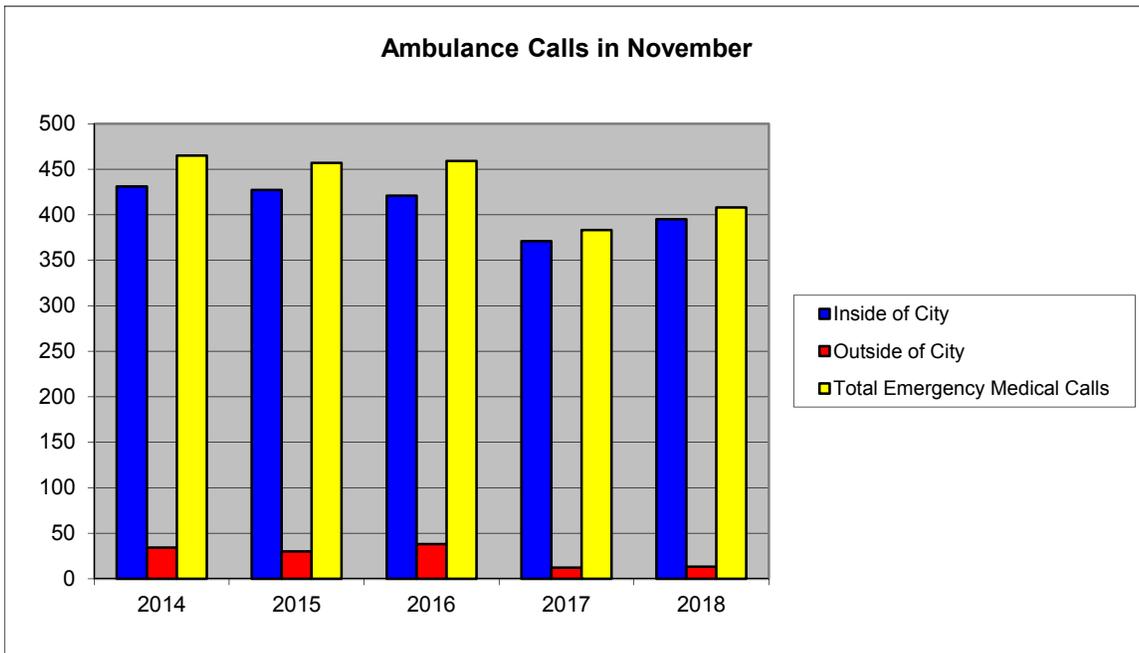
Fire Calls for the Month of November for a Five-Year Period:

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
District #1	53	46	36	33	38
District #2	48	29	35	32	26
District #3	25	27	28	19	24
Out of City	2	3	4	2	0
Total	128	105	103	86	88



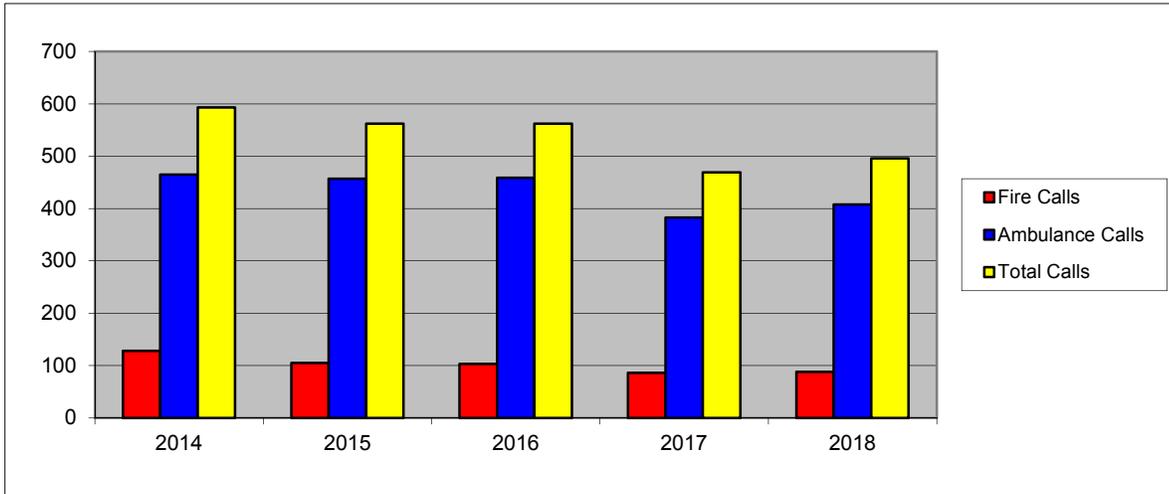
Ambulance Calls for the Month of November for a Five-Year Period:

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Inside of City	431	427	421	371	395
Outside of City	34	30	38	12	13
Total Emergency Medical Calls	465	457	459	383	408



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

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Fire Calls	128	105	103	86	88
Ambulance Calls	465	457	459	383	408
Total Calls	593	562	562	469	496



Training

Training Man Hours:	182.00
Safety Issues	10.50
Risk Management	1.00
Firehouse Software Training	22.00
Radio Familiarization	19.50
Crew Meeting	9.00
Apparatus Check Procedures	62.00
Inservice Inspections	6.00
EMT Recertification	12.00
BLS Pharmacology	10.00
Communications Equipment	20.00
Physical Fitness	10.00
	<u>182.00</u>

Fire Prevention Bureau

Complaints Received	3
Conferences Held	51
Correspondence	9
Inspections Performed	3
Investigations Conducted	2
Plan Reviews	1

Personnel

Firefighter/EMT-B Margaret E. McDonald retired on November 30, 2018 after fifteen (15) years of service.



Regular Council Agenda
January 15, 2019

Description

Police Department monthly report for December, 2018

Approval, Acceptance / Recommendation

Budgeted

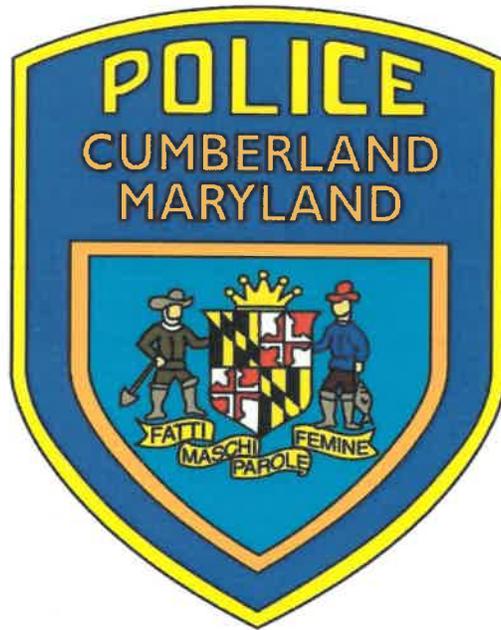
1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland Department of Police

12/01/2018 - 12/31/2018

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

DECEMBER 2018

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 / 3 of the above on medical leave

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: 290 HOURS
COMP TIME USED: 172 HOURS
SICK TIME USED: 80 HOURS

YEAR TO DATE (beginning 7/1/18): 5109 HOURS
YEAR TO DATE (beginning 7/1/18): 1292 HOURS
YEAR TO DATE (beginning 7/1/18): 840 HOURS

OVERTIME REPORT

OVERTIME WORKED: 253 HOURS
HOSPITAL SECURITY: 128 HOURS
COURT TIME WORKED: 195 HOURS

YEAR TO DATE (beginning 7/1/18): 2423 HOURS
YEAR TO DATE (beginning 7/1/18): 699 HOURS
YEAR TO DATE (beginning 7/1/18): 1275 HOURS

TRAINING REPORT

23 OFFICERS ATTENDED 8 TRAINING SESSIONS FOR A TOTAL OF 203 HOURS



Regular Council Agenda
January 15, 2019

Description

Approval of the Regular Session Minutes of September 18, October 2, and October 16, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

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Richard J. Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: September 18, 2018

I. Open Session

1. TIME: 6:15 p.m.
LOCATION: Bishop Walsh School Cafeteria

II. Pledge of Allegiance

III. Roll Call

PRESENT: Brian K. Grim, Mayor; Council Members Seth Bernard, David Caporale, Richard J. "Rock" Cioni, Eugene Frazier

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

Mayor Grim recognized Mr. Mark Widmyer, Western Maryland Representative to the Governor's Office, who was in attendance.

IV. Presentations

Mayor Grim advised that the order of the Agenda was being altered and the Consent Agenda would be considered first. The motions and summaries are noted below under Section A. Following approval of the two Consent Agenda Items, Presentations were heard as follows.

1. Explanation of the purpose of the global agreement with CSX and how Washington Street Bridge reconstruction or removal fits in

Mike Cohen, City Solicitor, advised that due to the age of the bridges, there was no written agreement regarding the repair and inspection of the three bridges. The newly proposed agreement will address those issues so a solution can be worked out for the present time and for the future. Cohen proceeded to address, bridge by bridge, the issues associated with each.

Cumberland Street Bridge: Interim Agreement addressed at last meeting to allow repair process to begin. Design and construction was expected to be a 2-3 year process. CSX will prepare a first draft of a construction agreement to address issues from design to construction. This bridge has no clearance issues, and no slope or sight distance issues so no state or federal waivers are needed. The City will seek federal funding for up to 80% of the bridge work and CSX will pay the remaining 20%. However, the vast amount of the federal funding available will be used up through funding both Cumberland Street and Baltimore Street bridge repairs.

Fayette Street Bridge - If all goes well, a modular bridge design will be used, which will cut down the construction time significantly to 4-6 months. An additional design period of 4-6 months will also be required. The bridge height is currently 18'6" and CSX has agreed to waive the federal standard and go to 21'9" but is not expected to move beyond there voluntarily. Federal funds won't be sought for this bridge, therefore federal waivers are irrelevant. The increased height clearance will necessitate tapering of the road surface. At this time, the acquisition of one (1) property is expected to be needed for the construction. Some retaining walls may be needed, but nothing significant. CSX has indicated that they will, subject to their budget, pay for the replacement of the Fayette Street Bridge. Because of the expediency of the modular design, Fayette Street will probably be done first.

Greene Street Bridge - Trucks hit this bridge 2-3 times a year causing damage to the bridge as well as traffic issues. How this bridge is dealt with will affect the Washington Street Bridge. CSX wants to increase the clearance from 13'6" to 14'4". At the last meeting, CSX advised that the current plans are to increase the height of the decking on Greene by 10" or so, which will in turn increase the height of the track, with the end result being that the tracks at Washington Street will also be raised two (2) feet above where they currently are. The City has asked CSX to consider other possibilities, such as leaving Greene Street alone and allowing the City to improve the signage for the trucks, install sacrifice barriers, or other alternatives to alert the truck drivers to the low clearance ahead. The City is inviting discussion with CSX on this issue and is hoping for favorable response.

Washington Street Bridge - Two options are being considered for Washington Street - replacement or removal. The bridge height is now 18'1" and has to be increased to 21'9". If federal funds are necessary for this location, sight distance issues have to be addressed and a state and federal waiver regarding sight distance, road grade standards, and other criteria will be needed. A state and federally-approved outside engineering firm, Wilson T. Ballard, would be used to obtain the waiver. If the waiver were not able to be obtained, federal funding would be unavailable. Responsibility for the cost would fall to the City and could mean raising taxes, bonds, etc. Increasing the height of the bridge, which already has sight and grading issues, will necessitate retaining walls. The question is how high the walls will need to be is CSX is not willing to bend on the Green Street height issue. When deciding whether to repair or replace, the citizens will have to decide "how

high is too high" and what they can live with. CSX will pay for the entire cost of removal of the Washington Street Bridge and the placement of aesthetically pleasing barriers.

Mayor Grim opened the floor for questions.

Bud Nell, 610 Washington Street, questioned why the Fayette Street Bridge would not also be affected by raising the Greene Street Bridge. Mr. Smith advised that CSX has been asked to provide their alignment plans in order to determine the validity of that. Mr. Nell questioned where the 21'9" standard came from and Mr. Smith discussed that CSX held fast to this standard for balancing issues, etc. Mr. Nell inquired about removing ballast from under the tracks to lower the height. Mr. Smith further discussed this and noted that this would be brought up in discussions with CSX. Mr. Nell stated that they had a third solution to recommend from a third party engineer.

Nicole Shank, 12 South Lee Street, inquired as to what a retaining wall was and Mr. Smith provided details.

Carter Wagoner, 17 Prospect Square, discussed that no matter how high Greene Street was raised, someone would still hit it.

Elizabeth Norriss, 717 Washington Street, asked if a one-way bridge leaving the existing sidewalks and ramping from Lee to Allegany Street was considered. Mr. Smith stated it was but he did not recommend one-way when there was a 2-way option. Ms. Norris raised issues regarding the sight distance problem. Mr. Smith discussed that speed is the controlling criteria for design and explained how exceptions to the criteria would work. He stated the primary concerns were sight distance and road grade and discussed strategies for addressing both, including making Chase and Washington a 4-way stop and considering speed bumps to reduce speed before hitting the bridge.

John Wunderlick, 15 Prospect Square, asked whether consideration had been given to closing Chase Street at Washington Street and making a turn around. He stated that a retaining wall was not the worst thing in the world if the property owner was reimbursed for damages. Mr. Cohen noted the matter of how much funding was available had to be considered.

2. Discussion regarding sight distance / road slope (geometric design) waiver

Discussion of this item was addressed during comments above.

3. Height requirements - 1) federal standard and requirement of CSX agreement for waiver; 2) CSX position during negotiations; 3) CSX position as stated in Environmental Assessment and Section 4(f) Evaluation for Phase I of the National Gateway Clearance Initiative dated September 7, 2010; 4) Oakland 3rd Street & Oak Street bridges

Mr. Smith discussed issues regarding height requirements. With regard to the Oakland Bridge, he discussed that their situation was not an "apples to apples" comparison with the Washington Street situation. In 2008 Oakland and CSX came to an agreement that permitted a third bridge to be constructed. There are two (2) tracks with two (2) different heights. Smith further detailed the arrangement and noted that in the future, if CSX wants

the higher height on both bridges, Oakland has pay to have the lower tracks raised to 23 feet.

Bud Knell stated that he and Ben Wolters had visited with Garrett County engineers and their impression was that the two clearances were 21 feet. Mr. Smith stated his discussion with them was 23 feet.

4. Alternative designs - advantages, disadvantages, realistic application

Mr. Smith noted that whatever design used needs to meet federal guidelines or have design exception because that will be critical for current and future funding. At no point is any design off the table, but the City has reach out to Willson T. Ballard to provide a proposal to obtain construction estimates for the feasibility of 3 different structures, i.e. 1) precast concrete with flat deck, 2) street structure with girder system; 3) thru-truss to allow road surface inside a superstructure. A culvert design has been looked at and is still an option and was discussed. A cost proposal from WTB was expected in two weeks. WTB would also be looking at a design exception process, which they have experience with. Any design option will have some form of retaining wall, but the goal will be to reduce that height as much as possible. The City will work to balance safety and historical aspects as much as possible.

Terry Murphy, 706 Washington Street, discussed that Mr. Knell and Mr. Wolters had analyzed various options for the Washington Street Bridge to find a way for higher clearance without retaining walls and high cost. Their research had led to a newer modular technique that would satisfy all needs. They had met with Kevin Beechy, who was a registered professional engineer, to obtain an unbiased report. They had received a report that stated their previous design at the 21'9" clearance could be considered viable and also achievable with federal standards. She requested a meeting with the Mayor and Council to further discuss. She further questioned whether there was anything that could be done in terms of federal advocacy to convince CSX not to raise the tracks on Greene Street and suggested calling Senator Cardin's office. Mr. Cohen advised that meetings had been held with the Delegation, Cardin's office, and Van Hollen's office and they all indicated their hands were tied in dealing with CSX and had limited ability to influence them.

Terry Murphy, 706 Washington Street, discussed that Mr. Knell and Mr. Wolters had analyzed various options for the Washington Street Bridge to find a way for higher clearance without retaining walls and high cost. Their research had led to a newer modular technique that would satisfy all needs. They had met with Kevin Beechy, who was a registered professional engineer, to obtain an unbiased report. They had received a report that stated their previous design at the 21'9" clearance could be considered viable and also achievable with federal standards. She requested a meeting with the Mayor and Council to further discuss. She further questioned whether there was anything that could be done in terms of federal advocacy to convince CSX not to raise the tracks on Greene Street and suggested calling Senator Cardin's office. Mr. Cohen advised that meetings had been held with the Delegation, Cardin's office, and Van Hollen's office and they all indicated their hands were tied in dealing with CSX and had limited ability to influence them.

5. Retaining walls / compensability issues relative to reconstructed bridge

See comments above.

V. New Business

(A) Orders (Consent Agenda)

Mayor Grim presented the two Consent Agenda Items. He read a prepared statement and then read the ground rules and objectives aloud. He asked for unanimous consent from the public in attendance to adhere to the ground rules. No objections were stated.

Motion to approve Consent Agenda Items 1-2 was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

1. Order approving the relocation of the September 18, 2018 public meeting to Bishop Walsh School cafeteria to allow a greater number of the public to attend for discussion of the Washington Street Bridge matter

ORDER NO. 26,350.1

2. Order adopting Ground Rules for the September 18, 2018 public meeting

ORDER NO. 26,350.2

VI. Public Comments

Mark Shyrock, 623 Quebec Avenue, stated that being able to address two out of three bridges was not bad. He suggested Chase Street could be done away with or widened. Of the three bridges, he felt Washington Street would be the most likely one to close.

Kenneth Wilmont, 513 Fort Avenue, stated he did not understand all the commotion about keeping Washington Street open. He suggested that a drawbridge be considered for Washington and that the street be dug out under the Greene Street Bridge to make it lower.

Russell Shorto, 406 Washington Street, thanked the Mayor and Council for sharing information on the on-going negotiations. He noted several of the issues discussed, including removing ballast, mitigation strategies on Washington, continued negotiation with CSX on the height, and looking further into the Oakland issue, stating that all seemed to be fruitful avenues towards solving the problem. He questioned why the public meeting was being held now and Mayor Grim advised that Council had heard loud and clear that the public was interested in having a single issue meeting. Certain aspects of negotiations could not be discussed, but Council wanted to be as transparent as possible.

Ben Wolters, 400 Washington Street, stated he felt tonight had been fruitful and he had heard of new things. He felt it was still possible to get CSX to the 21'9" height. He suggested having a law firm stand by in case legal action was needed and felt professional

negotiators should be brought in. He hoped to be able to meet with Council with regard to their engineering report.

With no further business at hand, the meeting adjourned at 8:00 p.m.

All public comments are limited to 5 minutes per person

VII. Adjournment

Mayor Grim and Council thanked all citizens for their attendance and engaging in the process. Their comments were appreciated. He stated the art of negotiation meant that both parties arrive with intended goals and both willing to give up something to attain those goals. The next meeting with CSX was scheduled for October 11th and the City's negotiating team will continue to negotiate on their behalf.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: October 2, 2018

I. Open Session

1. TIME: 6:15 p.m.
2. LOCATION: City Hall Council Chambers

II. Pledge of Allegiance

III. Roll Call

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

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

IV. Statement of Closed Meeting

1. Summary Statement of Closed Meeting(s)

Mayor Grim announced that a Closed Session had been held on September 5, 2018 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.

V. Presentations

1. Presentation from Mikayla Dodge, Executive Director of the Downtown Development Commission, regarding the Commission's recommendation to allow bikes on the downtown mall

Mikayla Dodge, Executive Director of the Downtown Development Commission, discussed the DDC's unanimous decision to approve bicycle traffic on the downtown Mall. They felt that the time has come to eliminate the current law, and that the Mall needed to be more bike-friendly, and to generate a more positive atmosphere for guests traveling via bikes from the GAP Trail, or from Amtrak. There was discussion on the pros and cons, and the need to educate the public on safe bicycle usage on the Mall, as well as placing banners to introduce the change and show speed limits, and encourage caution between cyclists and pedestrians.

VI. Director's Reports

(A) Public Works

1. Flood/Water/Sewer monthly report for August, 2018

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

2. Maintenance Division monthly report for August, 2018

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

3. Utilities Treatment Plants monthly reports for August, 2018

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

(B) Administrative Services

1. Administrative Services monthly report for July, 2018

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

(C) Fire

1. Fire Department monthly report for August, 2018

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

VII. Approval of Minutes

1. Approval of the Regular Session Minutes of July 3, 2018

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

VIII. Approval of Minutes

1. Approval of the Closed Session Minutes of June 19, July 3, and July 10, 2018

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

IX. Public Hearings

1. Public Hearing to receive comment on the 2017-2018 Consolidated Annual Performance and Evaluation Report (CAPER) for the City's Community Development Block Grant Program

Mayor Grim convened the public hearing at 6:27 p.m.

Lee Borrer, Community Development Specialist, provided background on the CAPER (Consolidated Annual Performance and Evaluation) Report for the FY2017/2018, and reviewed the accomplishments and benefits for that period, which included housing and public services, with discussion following.

Mayor Grim closed the public hearing at 6:42 p.m.

X. New Business

(A) Ordinances

1. Ordinance (*1st reading*) - authorizing execution of a Development Agreement and Agreement of Sale with Cumberland Economic Development Corporation and Cumberland Gateway Real Estate LLC (CGRE) relative to the MD Ave. Redevelopment Project and the execution of a deed conveying 10 parcels of real estate in the project area to CGRE

Mr. Rhodes reviewed the Ordinance which outlines the terms of the agreement between the Developer, the City, and the CEDC on the Maryland Avenue Redevelopment Project.

FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the reading and table until the next meeting was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

2. Ordinance (*1st reading*) - repealing and re-enacting Chapter 19 of the City Code, entitled "Public Ethics," for the purpose of complying with State legislation requiring that local ethics laws pertaining to elected local officials, conflicts of interest, and financial disclosure be equivalent or exceed applicable State law

Mr. Rhodes reviewed the Ordinance that would update the City's Code to be in compliance with State laws.

FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the reading and table until the next meeting was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

(B) Resolutions

1. Resolution granting the Western Maryland Scenic Railroad Development Corp. a property tax credit for the 7/1/18 - 6/30/19 Tax Year.

Mr. Rhodes introduced the Resolution, stating that the property tax credit was requested yearly and provided for by the Annotated Code of Maryland.

The Resolution was presented in title only. Motion to approve the Resolution was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

RESOLUTION NO. R2018-06

2. Resolution supporting the Cumberland Economic Development Corporation's application for FY19 Community Legacy Funding to support the Baltimore Street Access Project, and designating the project as the City's top priority for this year's funding program

Mr. Rhodes introduced the Resolution, stating that it will set forth this particular project as top priority and endorse the project for Community Legacy Funding.

The Resolution was presented in title only. Motion to approve the Resolution was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

RESOLUTION NO. R2018-07

(C) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order accepting the sole source proposal of Whitman, Requardt & Associates to investigate water main break issues on Decatur Street for the total estimated fee of \$23,978

ORDER NO. 26,351

2. Order authorizing the Chief of Police to accept a Maryland Highway Safety Office Grant for FY19 in the amount of \$3,000 for police overtime concentrating on distracted driving and DUI enforcement

ORDER NO. 26,352

3. Order declaring a 2010 Chevy Aveo (VIN# KL1TD6DE8AB100130) to be surplus equipment and authorizing it for sale or trade-in

ORDER NO. 26,353

4. Order appointing Ms. Sukh Gates to the Housing Authority of the City of Cumberland to fill the expired term of Rev. Alfred Deas, effective 11/1/18 - 10/31/23

ORDER NO. 26,354

5. Order authorizing execution of a Certificate of Satisfaction to release the lien on a Deed of Trust made by Rebecca Grabenstein pertaining to 102 Decatur Street and dated June 3, 2003 (Allegany County Land Records Book 1023, Page 420)

ORDER NO. 26,355

6. Order authorizing acceptance of \$179,000 in grant funding from the Community Parks and Playground Funds to be used for the Mason Cup Marbles Facility Improvement Project at Constitution Park, and authorizing the Mayor and/or City Administrator to sign the necessary documentation

ORDER NO. 26,356

XI. Public Comments

Nick Gelles, 317 Pearl Street, inquired if anyone had come up with a solution for the issue of the number of cars parked at a location on Pine Avenue. Mr. Rhodes stated that the Traffic Group had met, and their recommendation was to create a three-way stop at the location and eliminate parking on the side of the street where 414 Pine Avenue is located. In addition, a left-turn yield sign to oncoming traffic was suggested.

Kenny Wilmot, 513 Fort Avenue, requested that the City ban dog-walking on Baltimore Street.

Lori Bean, 711 Louisiana Avenue, inquired about the red line recently painted on her street. Mayor Grim replied that historically the red line was initially in that location as a result of the busy intersection. He added that he has seen three accidents there and personally requested that the red line be reinstalled. There was a discussion on the history of that particular red line, and if there was documentation. Mr. Rhodes stated that it's possible the City has it, but if it goes back 30 years or more when there was a different form of government, it may be hard to pin down.

Mark Shryock, 623 Quebec Avenue, suggested putting in railroad crossings at one, if not all three, of the closed bridges. He also wanted to add that he will be running against George Edwards as a write-in candidate.

Mr. Rhodes wanted to clarify a rumor in the community that the City was scavenging parts from one ambulance to another. He stated that the City has one ambulance that is a lemon that has the best "box" on it, so it's in storage until we can purchase a vehicle in the future to set it on. He also wanted to discuss last Friday's incident at the Greenway Avenue stadium and how long it took the ambulance to get there. Reading from the 911 Report, he stated that the first call came at 7:28 p.m., and at 7:35 p.m. the ambulance arrived on the scene. He added that there has been talk that it took the ambulance 15 minutes to arrive, but that may have included the time it took to decide to call the ambulance.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:09 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

September 5, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Wednesday, September 5, 2018, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss efficiency issues relative to a particular city employee. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene Frazier;

City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, Paul Kelly, Executive Director of the Cumberland Economic Development Commission (CEDC), Jonathan Hutcherson, Chairman of the CEDC Board of Directors, Matt Miller, CEDC Specialist

On a motion made by Councilman Caporale and seconded by Councilman Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 8:00 p.m.



Brian K. Grim, Mayor

OCT - 2 2018

Entered into the public record on _____



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: October 16, 2018

I. Closed Session

1. 5:45 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (7), and (8) of the General Provisions Article of the Annotated Code of Maryland to obtain legal advice regarding matters related to the CSX bridges and to consult with staff regarding the CSX matters
2. Executive Session

II. Open Session

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

The Mayor reconvened into Open Session at 6:35 p.m.

III. Pledge of Allegiance

IV. Roll Call

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Lt. Chuck Ternent, Fire Chief Donald Dunn

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

Mayor Grim announced that a Closed Session had been held Tuesday, October 16, 2018 at 5:45 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. Presentations

1. Presentation by Robert Smith, City Engineer, on the Roadbotics program

Mr. Rhodes provided background on the Roadbotics program, which is a GIS based platform that is a smartphone mounted on the car that gives an in-depth picture with algorithms to assess the road and give a score. City Engineer Robert Smith went over the details of how the program works in regards to assessing the deformation and stresses of the roads and added that moving forward this platform will be used to identify which roads need addressed.

VII. Director's Reports

(A) Public Works

1. Utilities Division Flood/Water/Sewer monthly report for September, 2018

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

2. Maintenance Division monthly report for September, 2018

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

(B) Fire

1. Fire Department monthly report for September, 2018

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

(C) Police

1. Police Department monthly report for September, 2018

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

VIII. Approval of Minutes

1. Approval of the Regular Session Minutes of July 17, 2018

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

IX. Unfinished Business

(A) Ordinances

1. Ordinance (*2nd reading & 3rd readings*) - repealing and re-enacting Chapter 19 of the City Code, entitled "Public Ethics," for the purpose of complying with State legislation requiring that local ethics laws pertaining to elected local officials, conflicts of interest, and financial disclosure be equivalent or exceed applicable State law

Mr. Rhodes reviewed the proposed Ordinance that would update the City's Code to be in compliance with State laws.

SECOND READING: The ordinance was presented in title only for its second reading, tabled until next meeting.

After discussion, the Ordinance was determined to need its third reading. The Mayor called for a motion to rescind the previous motion. Motion was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

The Mayor called for a motion to approve the second reading and move to the third, after comment. Motion was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

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

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

ORDINANCE NO. 3841

2. Ordinance (*2nd reading & 3rd reading*) - authorizing execution of a Development Agreement and Agreement of Sale with Cumberland Economic Development Corporation and Cumberland Gateway Real Estate LLC (CGRE) relative to the MD Ave. Redevelopment Project and the execution of a deed conveying 10 parcels of real estate in the project area to CGRE

Mr. Rhodes reviewed the proposed Ordinance that outlines the terms of the Agreement between the City, the Cumberland Economic Development Corporation and Cumberland Gateway Real Estate on the Maryland Avenue Redevelopment Project.

SECOND READING: The Ordinance was presented in title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

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

THIRD READING: The Ordinance was presented in title only for its third reading and was adopted on a vote of 4-1, with Councilman Frazier voting No.

ORDINANCE NO. 3842

X. New Business

(A) Ordinances

1. Ordinance (*1st reading*) - enacting City Code Section 13-200 to regulate the solicitation of money or donations from occupants of vehicles by standing in roadways, median dividers, or intersections

Mr. Rhodes reviewed the Ordinance and Solicitor Cohen discussed the State permitting process regarding solicitation in the roadway.

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

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1 - 2 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order declaring one (1) Rotary Lift, Model No. SP0A9-200 to be surplus equipment and authorizing its trade-in

ORDER NO. 26,357

2. Order approving Community Legacy funded Central Business District Facade Improvement applications for 29-35 Baltimore Street (\$1,885.96) and 206 North Centre Street (\$6,850.00)

ORDER NO. 26,358

XI. Public Comments

Nick Gelles, 317 Pearl Street, had questions pertaining to all the vehicles parked on Pine Avenue in front of Mr. Taccino's house, and offered some suggestions.

Ed Taylor, 400 S. Allegany Street, invited the Mayor and Council to a monument project for a WWI soldier that is buried at St. Patrick's cemetery, on November 2, 2018, adding that this November marks the 100th anniversary of the end of WWI.

Wayne Hedrick, 206 Oak Street, had questions about a Letter to the Editor in the Times-News on October 12, 2018 pertaining to the MD Avenue Development Project, and also had questions regarding the agreement between the developer and the City.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:26 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, October 16, 2018 at 5:45 p.m.

Second Floor Conference Room, City Hall

On Tuesday, October 16, 2018, the Mayor and City Council met in closed session at 5:45 p.m. in the second floor conference room of City Hall to obtain legal advice regarding matters related to the CSX bridges and to consult with staff regarding the CSX matters. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (7) and (8).

Persons in attendance included Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene Frazier; City Administrator Jeff Rhodes; City Solicitor Mike Cohen; Robert Smith, City Engineer; City Clerk Marjorie Woodring

On a motion made by Councilman Bernard and seconded by Councilman Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:35 p.m.



Brian K. Grim, Mayor

OCT 16 2018

Entered into the public record on _____



Regular Council Agenda
January 15, 2019

Description

Approval of the Closed Session Minutes of August 21, September 5, and October 16, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, August 21, 2018

5:30 p.m.

The Mayor and City Council convened in open session at 5:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) of the General Provisions Article of the Annotated Code of Maryland to confer with legal counsel regarding a code enforcement issue.

MOTION: Motion to enter into closed session was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

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

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

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, September 05, 2018

5:00 p.m.

The Mayor and City Council convened in open session at 5:00 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) of the General Provisions Article of the Annotated Code of Maryland to discuss efficiency issues relative to a particular city employee.

MOTION: Motion to enter into closed session was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

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

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Marjorie Woodring, City Clerk; Paul Kelly, Executive Director of the Cumberland Economic Development Commission (CEDC); Jonathan Hutcherson, Chairman of the CEDC Board of Directors; Matt Miller, CEDC Specialist

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, October 16, 2018, 5:45 p.m.

The Mayor and City Council convened in open session at 5:45 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) and (8) of the General Provisions Article of the Annotated Code of Maryland to obtain legal advice regarding matters related to the CSX bridges and to consult with staff regarding the CSX matters.

MOTION: Motion to enter into closed session was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

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

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



Regular Council Agenda
January 15, 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
January 15, 2019

Description

Resolution (*1 reading only*) - authorizing participation in the HUD public offering as part of the Section 108 Loan Guarantee Assistance Program to refinance existing obligations in the original amount of \$1,400,000 which were undertaken for the development of the HRDC building on Virginia Avenue

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

No. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND AUTHORIZING MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") TO PARTICIPATE IN THE HUD PUBLIC OFFERING AS PART OF THE SECTION 108 LOAN GUARANTEE ASSISTANCE PROGRAM TO REFINANCE THE EXISTING NOTE OR OTHER OBLIGATION IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,400,000, FOR THE CONSTRUCTION OF THE HUMAN RESOURCES DEVELOPMENT COMMISSION ADMINISTRATIVE OFFICES AND SENIOR CENTER BUILDING.

WHEREAS, the Mayor and City Council of Cumberland, Maryland by Resolution adopted May 27, 2008, authorized an application seeking loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, from the United States Department of Housing and Urban Development ("HUD"), and did authorize the City Administrator to execute the documents necessary to accomplish the transaction, and did accept HUD's guarantee of Section 108 note number B-06-MC-24-0011 for the Human Resources Development Commission/Cumberland Senior Center Facility Project under a Section 108 Contract for Loan Guarantee Assistance dated June 9, 2008;

WHEREAS, the assistance provided by HUD was the guarantee of a note in the original principal amount of \$1,400,000, plus interest thereon;

WHEREAS, HUD has notified the City that a public offering will occur, and to participate, the City must immediately notify HUD of its intention to refinance all or a portion of its existing Section 108 commitment through the public offering;

WHEREAS, HUD may require, as a condition of participation in the public offering, that the City execute documents related to the transaction, and whereas the City has previously agreed to pay the City's share, as determined by HUD, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates;

WHEREAS, it is economically sound and in the best interest of the City to accept more favorable fixed rates of interest under the Section 108 Loan Guarantee program offered by HUD under the public offering; and

WHEREAS, the City has previously notified HUD of the City's desires to participate in the public offering by HUD through the loan guarantee assistance program under Section 108 of the Housing and Community Development Act of 1974, as amended, for the existing obligation (Note Number B-06-MC-24-0011) in the original principal amount of \$1,400,000, and to refinance the unpaid balance of the original principal amount at such rates of interest that will be determined by HUD at the time of the public offering. [Note that the unpaid balance being refinance shall not exceed \$685,000.00 and that interest savings in the amount of approximately \$67,000 are expected to be realized as a result of the refinancing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor is authorized to execute the necessary documents as required by HUD to refinance the existing guaranteed Section 108 Note, and to execute such other documents, contracts, amendments and agreements with HUD, and to authorize payment of any required fees, as may be necessary to effectuate this refinancing transaction.

**GIVEN UNDER OUR HANDS AND SEALS AND EFFECTIVE THIS 15TH DAY OF JANUARY,
IN THE YEAR 2019, WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED,
DULY ATTESTED BY THE CITY CLERK.**

ATTEST:

Marjorie A. Woodring
City Clerk

Raymond F. Morris
Mayor



Regular Council Agenda
January 15, 2019

Description

Order authorizing the sole source purchase of SCADA System hardware and software from Systems Integration Technology to replace the outdated SCADA system at the John J. DiFonzo Water Reclamation Facility in the estimated amount of \$64,635

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$64,635

Source of Funding (if applicable)

003.399DD.65000

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

ORDER NO. _____

DATE: January 15, 2019

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

THAT, the sole source proposal of System Integration Technologies, Inc., P.O. Box 72, Walkerton, VA 23177, to provide SCADA system software and hardware to replace the outdated SCADA system at the John DiFonzo Water Reclamation Facility be and is hereby accepted in the estimated amount of Sixty-four Thousand, Six Hundred Thirty-five Dollars and No Cents (\$64,635.00).

Mayor Raymond M. Morriss

Funds: 003.399DD.65000



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: Sole Source SCADA Approval for WWTP

1 message

Rodney Marvin <rodney.marvin@cumberlandmd.gov>
To: cindi.mertens@cumberlandmd.gov

Fri, Dec 21, 2018 at 11:04 AM

Sent from my iPhone

Begin forwarded message:

From: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
Date: December 21, 2018 at 9:12:08 AM EST
To: Rodney Marvin <rodney.marvin@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>
Subject: Re: Sole Source SCADA Approval for WWTP

Approved

Sent from my iPhone

On Dec 21, 2018, at 8:11 AM, Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:

Jeff:

I am requesting Sole Source Approval to Systems Integration Technology in the amount of **\$64,635** to replace outdated SCADA hardware and software at the Water Reclamation Facility. System Integration Technologies is the only integrator with industry specific knowledge and experience with the operations of our facilities which enables them to develop the programming code necessary for the Plant Control System.

Note: Funds were provided and available in **003.399DD.65000** for the amount of **\$70,000**

FYI..... Main Server for WWTP SCADA has been failing.... just last week a new hard drive be installed to keep it operational.

Thanks,

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6464

<WWTP SCADA HMI Upgrade Estimate.doc>

**Cumberland, MD, Waste Water Treatment Facility
SCADA Price Estimate
December 6, 2018**

Rodney Marvin

RE: Cost estimate for upgrading WWTP HMIs to most recent version of Wonderware

Rodney,

Below is the estimate you requested for the migration to new PCs, new HMIs, and a new M340 data concentrator. I believe this to be pretty close to what will be required. This effort will include:

- 1) Install a M340 PLC to capture CSO information
- 2) Replacing the 3 existing PCs (Genesis) with 2 new PCs
- 3) Install new Wonderware software on new PCs
- 4) Create distribution graphics for Wonderware
- 5) Update plant graphics for Wonderware
- 6) Combine the Plant information with CSO information and place on both new PCs
- 7) Create CSO reports in Wonderware
- 8) Create plant reports in Wonderware
- 9) Add programming to the CSO PLCs to interface with new M340 data concentrator
- 10) Program and install new M340
- 11) Test new system
- 12) Documentation

Please call or email if there are any questions.

This price includes:

- 1) 2 packages of Wonderware – Intouch 2017 Developer 60K Tag with I/O
- 2) 1 Modicon M340 processor with 4 slot backplane and power supply
- 3) 2 Dell Precision 3630 tower PCs with RAID 1
- 4) 4 Dell P2719H Monitors
- 5) Labor

Price estimate labor and material _____ \$55,459.00

Estimate Bob Fryer's office SCADA PC

- 1) package of Wonderware – Intouch 2017 Runtime 60K Tag with I/O
- 2) 1 Dell Precision 3630 tower PC with RAID 1
- 3) 1 Dell P2719H monitor
- 4) Labor for setup of software

Price estimate labor and material _____ \$9,176.00

Thanks,
David Denny

Owner



Regular Council Agenda
January 15, 2019

Description

Order authorizing the sole source purchase of SCADA System hardware and software from Systems Integration Technology to replace the outdated SCADA system at the Water Filtration Plant in the estimated amount of \$57,621.00

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$57,621

Source of Funding (if applicable)

002.230.63000

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

ORDER NO. _____

DATE: January 15, 2019

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

THAT, the sole source proposal of System Integration Technologies, Inc., P.O. Box 72, Walkerton, VA, 23177, to provide SCADA system software and hardware to replace the outdated SCADA system at the Water Filtration Plant be and is hereby accepted in the estimated amount of Fifty-seven, Six Hundred Twenty-one Dollars and No Cents (\$57,621.00).

Mayor Raymond M. Morriss

Funds: 002.230.63000



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: Sole Source SCADA Approval for WFP

1 message

Rodney Marvin <rodney.marvin@cumberlandmd.gov>
To: cindi.mertens@cumberlandmd.gov

Fri, Dec 21, 2018 at 11:04 AM

Sent from my iPhone

Begin forwarded message:

From: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
Date: December 21, 2018 at 9:12:24 AM EST
To: Rodney Marvin <rodney.marvin@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>
Subject: Re: Sole Source SCADA Approval for WFP

Approved

Sent from my iPhone

On Dec 21, 2018, at 8:15 AM, Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:

Jeff:

I am requesting Sole Source Approval to Systems Integration Technology in the amount of **\$57,621** to replace outdated SCADA hardware and software at the Water Filtration Plant. System Integration Technologies is the only integrator with industry specific knowledge and experience with the operations of our facilities which enables them to develop the programming code necessary for the Plant Control System.

Note: Funds were provided and available in **002.230.630** for the amount of **\$70,000**

Thanks,

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6464

<WTP SCADA HMI Upgrade Estimate.doc>

**Cumberland, MD, Water Treatment Facility
SCADA Price Estimate
December 6, 2018**

Rodney Marvin

RE: Cost estimate for upgrading WTP HMIs to most recent version of Wonderware

Rodney,

Below is the estimate you requested for the migration to new PCs, new HMIs, and a new M340 data concentrator. I believe this to be pretty close to what will be required. This effort will include:

- 1) Install a M340 PLC to capture distribution information
- 2) Replacing the 4 existing PCs (3 Wonderware, 1 Genesis) with 2 new PCs
- 3) Install new Wonderware software on new PCs
- 4) Create distribution graphics for Wonderware
- 5) Update plant graphics for Wonderware
- 6) Combine the Plant information with Distribution information and place on both new PCs
- 7) Create distribution reports in Wonderware
- 8) Update plant reports in Wonderware
- 9) Add programming to the distribution PLCs to interface with new M340 data concentrator
- 10) Program and install new M340
- 11) Test new system
- 12) Documentation

Please call or email if there are any questions.

This price includes:

- 1) 2 packages of Wonderware – Intouch 2017 Developer 60K Tag with I/O
- 2) 1 AMU2060TF Enclosure with sub-panel
- 3) 1 Modicon M340 processor with 4 slot backplane and power supply
- 4) 2 Dell Precision 3630 tower PCs with RAID 1
- 5) 4 Dell P2719H Monitors
- 6) Labor

Price estimate labor and material _____ **\$57,621.00**

Thanks,
David Denny
Owner



Regular Council Agenda
January 15, 2019

Description

Order authorizing the Chief of Police to accept a Byrne-Justice Assistance "Technology Upgrades" grant for FY19 in the amount of \$29,323 for radar units, traffic control equipment and officer overtime to conduct traffic enforcement throughout the City of Cumberland.

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: January 15, 2019

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

THAT, the Chief of Police be and is hereby authorized to accept a Byrne – Justice Assistance Grant entitled “Technology Upgrades” in the amount of Twenty-nine Thousand, Three Hundred Twenty-three Dollars and No Cents (\$29,323.00 for the period 10/01/18 through 6/30/19 for radar units, traffic control equipment, and officer overtime support to conduct traffic enforcement throughout the City.

Raymond M. Morriss, Mayor

Funding: BJAG-2015-0050



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

December 17, 2018

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

RE: BJAG-2015-0050

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Technology Upgrades**," in the amount of \$29,323.00 has received approval under the Byrne - Justice Assistance Grant (JAG) Program program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's Technology Upgrades program helps reduce existing gaps in service and foster collaboration among partner agencies and stakeholders throughout Maryland. The program allows for specialized traffic patrols in high risk vehicle and pedestrian crash areas. Grant funds provide equipment and personnel support.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Tammy Lovill**, your program manager, or **Laura Quinn**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.
Executive Director

cc: Lieutenant Chuck Ternent



12/17/2018

Governor's Office of Crime Control and Prevention



Control Number:

36652

Regional Monitor:

Lovill, Tammy

Fiscal Specialist:

Quinn, Laura

Grant Award & Acceptance Form

Grant Award Number:	BJAG-2015-0050	
Sub-recipient:	Cumberland Police Department	
Project Title:	Technology Upgrades	
Implementing Agency:	Cumberland Police Department	
Award Period:	10/01/2018 - 06/30/2019	CFDA: 16.738
		Federal Grant #: 2015-MU-BX-1074

Funding Summary	Grant Funds	100.0 %	\$29,323.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$29,323.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Byrne - Justice Assistance Grant (JAG) Program (P.L. 108-447)

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

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:



Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Regional Monitor:
Fiscal Specialist:

Lovill, Tammy
Quinn, Laura

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	BJAG-2015-0050	
Sub-recipient:	Cumberland Police Department	
Project Title:	Technology Upgrades	
Implementing Agency:	Cumberland Police Department	
Award Period:	10/01/2018 - 06/30/2019	CFDA: 16.738
		Federal Grant #: 2015-MU-BX-1074

Funding Summary	Grant Funds	100.0 %	\$29,323.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$29,323.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Traffic Enforcement OT	Overtime	Grant Funds	\$9,600.00
Personnel Total:			\$9,600.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Foldable Cone Pack	Grant Funds	30	\$215.00	\$6,450.00
Handheld Radar Units	Grant Funds	4	\$815.00	\$3,260.00
Portable Scene Lighting	Grant Funds	2	\$1,935.00	\$3,870.00
Road Signs	Grant Funds	10	\$285.00	\$2,850.00
Stationary Radar Unit	Grant Funds	1	\$753.00	\$753.00
Traffic Data Collector	Grant Funds	1	\$2,540.00	\$2,540.00
Other Total:				\$19,723.00

Approved: 

 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 12/10/2018



Regular Council Agenda
January 15, 2019

Description

Order accepting the sole source proposal from Allegheny Trucks to supply one (1) used 2016 International Tractor for the cost of \$88,677.21

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: January 15, 2019

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

THAT, the sole source proposal from Allegheny Trucks, 239 Greenwood Road, P.O. Box 2026, Altoona, PA 16603, to supply one (1) used 2016 International Tractor for the cost not to exceed Eighty-One Thousand, Six Hundred Seventy-Seven Dollars and Twenty-One Cents (\$81,677.21) be and is hereby accepted in accordance with City Code Section 2-151 (c)(v).

Raymond M. Morriss, Mayor

Budget: Water Distribution Fund



A NAVISTAR COMPANY

ALLEGHENY TRUCKS INC



239 Greenwood Road, P.O. Box 2026
Altoona, Pa. 16603

Office-(814)-944-3505 Cell-(814) 327-0139 Fax-(814) 946-3257 www.allegHENYtrucksPA.com

Date: 12/21/2018 Sales Person: Jeff Schultz -- j.schultz@allegHENYtrucksPA.com

Purchaser: Mayor and City Council of Cumberland Maryland

Address: 57 N. Liberty St.

City: Cumberland State: MD Zip: 21502

Office Phone: 301-759-6623 Cell Phone: 301-697-7860

VEHICLE BEING PURCHASED

Please enter my order for the following vehicle NEW USED QUANTITY 1

YEAR 2016 Make International Model ProStar + SBA 6X4 Day Cab

Body Tractor Color White WB 195" Stock # 66011

Estimated delivery Date: 1/5/2018 VIN: 3HCDJAPR8GL380035

Description:

Included in sale price: Balance of Cummins 60 mos./500,000 Mile Factory Warranty remains till 8/2/2021

Nothing promised, expressed or implied at time of sale by selling dealer unless issued in writing

Tractor will be de-identified, cleaned and DOT inspected prior to final delivery

Approximately 93,654 Miles at time of delivery

Trade Description

Description of charges

Year 1988 Make International
Model F9370-6X4 Body Tractor w/wet kit
Milage 900,000 Engine Cummins
Trans. 13-Speed
Vin: 2HSFBAER8JC018605

All used trucks are sold as-is. No warranty from Allegheny Trucks on vehicle at time of sale. Customer retains the right to have vehicle inspected at a facility of their choice prior to purchase. All sales final.

PAYMENT TERMS: PAYMENT DUE AT DELIVERY

Vehicle Description:

Purchaser Signature

Date:

Trade Allowance: \$5,000
Balanced Owed: 0

SALE PRICE OF VEHICLE : \$ 86,677.21

UP-FIT PURCHASE:

TRUCK & UP-FIT SUB-TOTAL: \$ 86,677.21

STATE AND LOCAL TAXES: (based on 6%)

New unit FET 12% \$ -

Estimated License Plate and Registration

Any Additional Cost (Freight - non-taxable): \$ -

TOTAL PRICE OF UNIT: \$ 86,677.21

TRADE ALLOWANCE: \$ 5,000.00

DEPOSIT: \$ -

TOTAL DOWN \$ 5,000.00

BALANCE DUE: \$ 81,677.21

TERMS AND CONDITIONS

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

Purchaser Signature:

Date:

Accepted By:

Date:

Jeff Schultz

CUSTOMER COPY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

Summary

VIN:3HCDJAPR8GL380035

General Information

Customer Name: Update	Allegheny Idealease 239 Greenwood Rd. Altoona, PA 166027170	Engine :	CUM ISX 15 500 ST 463HP/2000 GOV EPA 2010 500HP @ 1800 RPM, 1650/1850 lb-ft Torque @ 1000 RPM, 2000 RPM Governed Speed, 500 Peak HP (Max) (0012EDS)
Application:	General Freight Regional Haul 6x2/6x4 (DayCab)	Model:	PROSTAR+ 122 6x4
		Engine Serial Number:	79876075
Repair Management	(620369) ▼ Create Estimate	Calibration Status:	Calibration unavailable for this VIN.
Contact Name:	Add	Unit No:	66011 Edit
Position:		Inspection Exp:	
Phone Number:		Notes:	No
Email Address:			
Customer ID:			
Contact Type:			
		OCC Authorization Form :	N/A

Warranty Information

Order Date:	08/20/2015	DTU Status:	DTU
Build Date:	10/02/2015	DTU Miles:	117 Miles
Warranty Start Date:	08/02/2016	Standard Warranty:	CTS-2004V ENGLISH ▼ View
Time In Service:	2 Years 4 Months	Diamond Spec:	No
DTU Engine Hours:	0	DTU Fuel Used:	0.
Extended Warranty Coverage:	<p>Active: T4101E TOWING @ \$550/INCIDENT (60 Months / 0 Miles / 0 KM) End Date : 08/02/2021 End Hours : 0</p> <p>Active: 356624 ISX DC1 136420 40SBD>475 (60 Months / 500000 Miles / 800000 KM) End Date : 08/02/2021 End Hours : 0</p> <p>Active: 357527 CUM AFTERTREA/AT3/133716 (60 Months / 500000 Miles / 800000 KM) End Date : 08/02/2021 End Hours : 0</p>		

Managed Repair Information 

Open Recalls:	No	Open AFCs:	No
Open MRCs:	No	Open FSC:	No



Regular Council Agenda
January 15, 2019

Description

Order declaring a 1988 International Tractor as surplus equipment and authorizing it for sale or trade-in

Approval, Acceptance / Recommendation

The Water Distribution Department has requested that their 1988 International Tractor be declared surplus equipment as it has outlived its usefulness. The 1988 tractor is planned to be accepted as a trade-in by Allegheny Trucks of Altoona, PA towards the purchase of a used 2016 International Tractor for use in the Water Distribution Department.

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: January 15, 2019

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain vehicle and that has been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicle;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicle is hereby declared to be surplus property and authorized for sale or trade-in:

1988 International Tractor

VIN: 2HSFBAER8JC018605

Mayor Raymond M. Morriss



Margie Woodring <margie.woodring@cumberlandmd.gov>

1988 International

1 message

Robert Rider <bob.rider@cumberlandmd.gov>

Wed, Jan 2, 2019 at 1:44 PM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Margie,

I would like to surplus our 1988 International so we can trade it in to Allegheny Trucks.

Vin: 2HSFBAE8JC018605

Bob Rider
Water Services Superintendent

Water Dist.



STATE OF MARYLAND

CERTIFICATE OF TITLE FOR A VEHICLE



VEHICLE IDENTIFICATION NO.	YEAR	MAKE	BODY STYLE	CLASS	ODOMETER	BRAND	TITLE NUMBER
2HSFBAER8JC018605	88	INTE	DS	F	10	A	23791827
EXCEPT.	GR. VEH. WT.	GR. COMB. WT.	FEE (TAGS)	INSPECTION DATE	DATE ISSUED		
N/A	42000	80000	\$6.GR	08/23/94	08/26/94		

OWNER'S SOUNDIX / DRIVER LICENSE NO.
Z-975-000-635-580

CO-OWNER'S SOUNDIX / DRIVER LICENSE NO.

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

**MAYOR & CITY COUNCIL
57 NORTH CENTRE STREET
CUMBERLAND MD 21502**

ODOMETER CODES

- A. Actual Mileage
- B. Exceeds Mechanical Limits
- C. Not Actual Mileage

CONTROL NO.
(This is not a Title No.)
H0088754

H088754

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

THE ADMINISTRATION WILL NOT BE RESPONSIBLE FOR FALSE OR FRAUDULENT ODOMETER STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE OR FOR ERRORS MADE IN RECORDING BY THE ADMINISTRATION.

NAME(S) AND ADDRESS OF SECURED PARTIES IN RECORDED ORDER

LIEN RELEASE

MVA USE ONLY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE

ADMINISTRATOR OF MOTOR VEHICLES
VR-2 (8-91)



Regular Council Agenda
January 15, 2019

Description

Order authorizing execution of a Corrective Certificate of Satisfaction acknowledging that the indebtedness secured by a Repayment Agreement / Promissory Note pertaining to 218 Williams Street (Allegany County Land Records Liber 1363, folio 443) has been fully paid and satisfied and the lien is hereby released

Approval, Acceptance / Recommendation

A prior Certificate of Satisfaction was filed in Liber 221, folio 337 but erroneously released Liber 1343, folio 443. This Corrective Certificate will amend that mistake and allow the lien to now be released.

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: January 15, 2019

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

THAT the Mayor be and is hereby authorized to execute a Corrective Certificate of Satisfaction acknowledging that the indebtedness secured by a certain Repayment Agreement / Promissory Note made by Brian Miller pertaining to 218 Williams Street, Cumberland, and dated February 26, 2007 (Allegany County Land Records Book 1363, Page 443), has been fully paid and satisfied and the lien of the Repayment Agreement / Promissory Note is hereby released.

Mayor Raymond M. Morriss

CORRECTIVE CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That the MAYOR AND CITY COUNCIL OF CUMBERLAND does hereby acknowledge that the indebtedness secured by a certain Repayment Agreement/Promissory Note, February 26, 2007, and recorded in Liber 1363, folio 443, among the Land Records of Allegany County, Maryland has been fully paid and satisfied, that MAYOR AND CITY COUNCIL OF CUMBERLAND was, at the time of satisfaction, the holder of the Repayment Agreement/Promissory Note, and that the lien of the Repayment Agreement/Promissory Note is hereby released.

A prior Certificate of Satisfaction was filed in Liber 2221, folio 337 but erroneously released Liber 1343, folio 443.

IN WITNESS WHEREOF, the holder of said Mortgage has caused this instrument to be executed on its behalf by its agent this _____ day of _____, 2018.

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

_____ By _____ (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, a Notary Public of the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of Mayor and City Council of Cumberland, a Maryland municipal corporation,, the holder of the instrument referred to above and that he/she executed the foregoing certificate of satisfaction in the capacity therein stated and for the purposes therein contained and that the facts set forth therein are true.

WITNESS my hand and Official Seal.

NOTARY PUBLIC

My Commission Expires: _____

REPAYMENT AGREEMENT/PROMISSORY NOTE

This Repayment Agreement/Promissory Note is made this 26th day of February, 2007, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, (the "Lender") and the undersigned (the "Borrower"), Mr. Brian Miller.

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

The Lender is providing the Borrower with funds in the amount of Fifteen Thousand Dollars (\$ 15,000) to assist the property rehabilitation. The Source of funds for the Subsidy is the Community Legacy Program of the City of Cumberland.

1. The funds are awarded as a deferred loan, repayable at 0% interest;
2. In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:
 - First**, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of Property under decrees of the courts of the county having jurisdiction, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Loan Agreement, except any taxes, assessments or superior liens subject to which said sales shall have been made; and **Second**, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property; and **Third**, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same.
3. In the case of a refinancing, an amount equal to a pro rata share of the loan shall be repaid to the Lender from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, as described in these four paragraphs; and
4. The obligation to repay the loan to the Lender shall terminate after any foreclosure.

If the Borrower sells or refinances the Property described as 218 Williams Street Cumberland, Allegany County, Maryland, (the "Property"), Borrower shall provide notice of such sale or refinancing to the Lender. If Borrower sells, refinances, rents or misuses the funds loaned hereunder in any other way, the Lender may recapture the loan from the Borrower ("Event of Recapture"). If an Event of Recapture occurs, the Borrower promises to repay to the Lender in an amount equal to the loan.

This Repayment Agreement/Promissory Note is secured by a Deed of Trust of even date herewith, and recorded among the Land Records of Allegany County, Maryland, from the Borrower to certain Trustees for the benefit of Lender, conveying to the Trustees all of Borrower's right, title and interest in the Property.

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

BORROWER/CO-BORROWER:

Brian Miller
Brian Miller

Karen M. McKinney
(witness)

Property Address: _____

Telephone Number: (Day) 240-727-7146
(Evening) 301-777-0644

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 26th day of February, 2007, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Brian E. Miller known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the foregoing Repayment Agreement/Promissory Note, and acknowledge the said Repayment Agreement/Promissory Note to be his/her act and deed.

Witness my hand and notarial seal.

Carolyn A. Martin
Notary Public



My Commission Expires: 9/1/09.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1363, p. 0443, MSA_CE78_1004. Date available 03/13/2007 Printed 12/10/2018.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 2221, p. 0337, MSA_CE78_1910. Date available 06/23/2016. Printed 12/10/2016.

Attempted Release
1363/443

BOOK 2221 PAGE 337
CERTIFICATE OF SATISFACTION

Know All Men By These Presents:

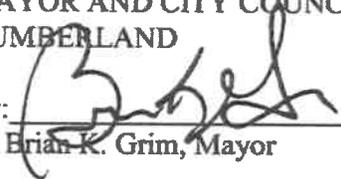
That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Repayment Agreement/Promissory Note made by Brian Miller unto the Mayor and City Council of Cumberland, Maryland dated February 26, 2007 and recorded among the Land Records of Allegany County, Maryland in Book 1343, Page 443 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Repayment Agreement/Promissory Note, and that the lien of the Repayment Agreement/Promissory Note is hereby released.

WITNESS the hand and seal of the holder of the said Repayment Agreement/Promissory Note this 16th day of May, 2016.

WITNESS/ATTEST:



Marjorie A. Woodring, City Clerk

MAYOR AND CITY COUNCIL OF
CUMBERLAND
By:  (SEAL)

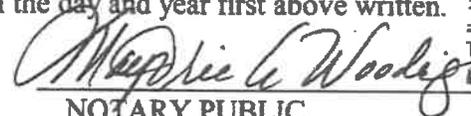
Brian K. Grim, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of May, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

Recording Fee 10.00
Grantee Name: Miller
Signature/Control #: LR - Release Surcharge 40.00

WITNESS my hand and Notarial Seal the day and year first above written.



NOTARY PUBLIC

SubTotal: 50.00
Total: 50.00
06/15/2016 11:33
CC01-JB

My Commission Expires:
6/10/20



Cohen



Regular Council Agenda
January 15, 2019

Description

Order accepting the sole source proposal from Global Public Safety, LLC to provide outfitting services for three (3) police vehicles through the Maryland State Procurement Bid Process, for the total amount of \$47,871.30

Approval, Acceptance / Recommendation

Vehicle outfitting service costs will be:

2019 Unmarked Durango.....	\$13,315.25
2019 Marked Durango w/ cage	\$16,193.05
2019 Dodge Charger	\$18,363.00
Total	\$ 47,871.30

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$47,871.30

Source of Funding (if applicable)

Police Department Budget 001.040.64000

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

ORDER NO. _____

DATE: January 15, 2019

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

THAT, the sole source proposal from Global Public Safety, LLC, Mid-Atlantic, 7020 Dorsey Road, Suite C, Hanover, MD 21076, is hereby accepted to provide outfitting for three (3) new police vehicles as follows:

VEHICLE OUTFITTING	AMOUNT
2019 Unmarked Durango	\$13,315.25
2019 Marked Durango w/ Cage	\$16,193.05
2019 Dodge Charger	\$18,363.00
Total:	\$47,871.30

BE IT FURTHER ORDERED, that these outfitting services shall be purchased as part of the Maryland State Bid process, in accordance with City Code Section 2-171 (c) (iv).

Raymond M. Morriss, Mayor



GLOBAL Public Safety, LLC

Mid-Atlantic - 7020 Dorsey Rd Ste C, Hanover MD 21076
Carolinas - 130 Old Airport Rd, Roebuck SC 29376
Penn - 2780 Commerce Dr Ste 300, Middletown PA 17057
New England - 5 Executive Dr, Hudson NH 03051 **New Address June 2018**

QUOTE

Number **BAUQ23245**

Date **Jan 4, 2019**

VALID THRU: 7/3/2019

Quote For

CUMBERLAND POLICE DEPARTMENT
ROBERT (ROCKY) REED

Phone 301 759 6478
Fax
Email rocky.reed@cumberlandmd.gov

Ship To

GLOBAL PUBLIC SAFETY - HANOVER
Hanover Install Shop
7020 DORSEY RD STE C
HANOVER, MD 21076
UNITED STATES

Phone 14435570200
Fax
Email

Your Account Manager

Ronnie Cooke
443-557-0200 ext 143
ronnie.cooke@globalpublicsafety.us

Here is the quote you requested.

Bill to: Cumberland Police Department (MD) rocky.reed@cumberlandmd.gov

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	CUSTOMER DLVRS	

Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	DURANGO	2019			

Line	Qty	Description	Unit Price	Ext. Price
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2019 UNMARKED DURANGO

VISOR LIGHT-FULL SCENE CAPABILITY

1	1	ENFWBF (18 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR WINDSHIELD LIGHTBAR, FULL 1 PIECE OR SPLIT 2 PIECE SHROUD, 18 LEDS- TRICOLOR <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$924.00	\$924.00	y
2	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n

GRILL LIGHTS-FULL SCENE CAPABILITY

3	4	EMPS2STS5RBW SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 18 LED, TRICOLOR - RED/BLUE/WHITE	\$103.50	\$414.00	y
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Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.

Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE DURANGO 2019

Line	Qty	Description	Unit Price	Ext. Price
4	4	PMP2BKDG AJ SOUND OFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK	\$6.00	\$24.00 Y
5	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00 N
HEADLIGHT FLASHER				
6	1	ETHFSS-SP-ISO SOUND OFF SIGNAL SELECT-A-PATTERN HEADLIGHT FLASHER, SOLID STATE, 12V ISOLATION MODEL (FOR SYSTEMS REQUIRING ELECTRICAL ISOLATION)	\$40.50	\$40.50 Y
7	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00 N
MIRROR LIGHTS-ON WHEN SCENE ON				
8	2	PNT1CRV03 SOUND OFF SIGNAL CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/ MOUNTING HARDWARE - DODGE CHARGER 2011 - 2017	\$6.00	\$12.00 Y
9	2	ENT2B3RBW SOUND OFF SIGNAL INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT, 9-32 VDC, W/ 4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LED, TRICOLOR - RED/BLUE/WHITE	\$143.50	\$287.00 Y
10	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00 N
DECK LIGHT				
11	1	ENFWBRF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR REAR DECK LIGHTBAR, FULL 1 PIECE SHROUD, 12 LEDS - DUAL COLOR <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$816.00	\$816.00 Y
12	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00 N

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE DURANGO 2019

Line	Qty	Description	Unit Price	Ext. Price
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HATCH LIGHTS

13	2	EMPS1STS4RBA SOUND OFF SIGNAL MPOWER® 3IN. STUD MOUNT FASCIA LIGHT FOR FORD GRILLE MOUNT APPLICATION, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, TRICOLOR - RED/BLUE/AMBER	\$91.50	\$183.00 y
14	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00 n

CONSOLE/DOCK/MOUNT/ETIX

15	1	PJ723-BK BROTHER POCKETJET 7 BASIC KIT INCLUDES: PJ723 PRINTER, 4' USB CABLE, AC POWER SUPPLY, 100 PREMIUM FANFOLDED SHEETS LETTER SIZE PAPER, & DOC. SET. PRINTER KIT	\$407.20	\$407.20 y
16	1	3320G L-TRON 3320G VUQUEST 2D BARCODE IMAGING KIT FOR MARYLAND E-TIX. INCLUDES SCANNER WITH L-TRON CUSTOM DRIVER'S LICENSE SCANNING REPLACES 3310G	\$260.00	\$260.00 y
17	1	NEW ITEM GLOBAL 7170-0721-02 2019 DODGE DURANGO KIT INCLUDES CUP HOLDER PRINTER ARMREST FACE PLATES	\$728.00	\$728.00 y
18	1	NEW ITEM GLOBAL AS7.PO31.102-2 PMT UNIVERSAL FLAT PLATE FOR MOUNTING	\$100.00	\$100.00 y
19	1	AS7.P031.102 PRECISION MOUNTING CF31 DPT DOCK	\$830.00	\$830.00 y
20	1	PA1580-1745 PRECISION MOUNTING PANA 120W POWER SUPPLY CHARGE FOR UPGRADE FROM PA1555-655 TO PA1580-3451	\$115.00	\$115.00 y
21	1	DS-LOWER-9 GAMBER JOHNSON 9" LOWER POLE ASSEMBLY POLES	\$53.10	\$53.10 y
22	1	7160-0178 GAMBER JOHNSON 7" CENTER UPPER POLE POLES	\$68.05	\$68.05 y

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE DURANGO 2019

Line	Qty	Description	Unit Price	Ext. Price
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23	1	7160-0230 ADJUSTABLE SUPPORT BRACE - SHORT POLES	GAMBER JOHNSON \$64.80	\$64.80 y
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24	1	7160-0220 MONGOOSE 9" LOCKING SLIDE ARM WITH 360 DEGREE CLEVIS MOTION ATTACHMENT	GAMBER JOHNSON \$268.30	\$268.30 y
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25	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$285.00 n
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TOUGHBOOK

26	1	NEW ITEM CF-318B725VM WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 13.1IN XGA TOUCH, 16GB(8+8), 256GB SSD,INTEL WI-FI, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:SELECTABLE),NO PC/EXPRESSCARD, 4G LTE-ADVANCED MULTI CARRIER (EM7455), DGPS, EMISSIVE BACKLIT KEYBOARD, DVD, FLAT	GLOBAL \$3,875.00	\$3,875.00 y
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SIREN/SPEAKER-S1 (REAR ONLY) S2 (ALL LIGHTS) S3 (PURSUIT)

27	1	ETSA481RSP NERGY@ 400 SERIES REMOTE SIREN W/ BUTTON CONTROL, 10-16V - FOR ONE 100 WATT SPEAKER	SOUNDOFF SIGNAL \$455.50	\$455.50 y
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28	1	ETSS100N 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	SOUNDOFF SIGNAL \$145.00	\$145.00 y
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29	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$285.00 n
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SHARKEE ANTENNA

30	1	NEW ITEM 1X APX 8500 RADIO (VHF/UHF/7-800) *THEY DON'T USE UHF, BUT THE ANTENNA COVER IT ALL THE SAME AT NO EXTRA COST. 1X APX 8500 WIFI 1X APX 8500 GPS X CELL TO DOCK 1X GPS TO DOCK	GLOBAL \$419.00	\$419.00 y
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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	DURANGO	2019			

Line	Qty	Description	Unit Price	Ext. Price	
31	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$95.00	\$285.00 N
TAILLIGHT FLASHERS					
32	1	ELUC2H010J SOUND OFF SIGNAL UNIVERSAL UNDERCOVER® SCREW-IN LED INSERT SINGLE LIGHT KIT, 10-30 VDC W/ 10' CABLE: INCLUDES INSERT, LENS #1 (EXTREME ANGLE) & INLINE FLASHER - RED/BLUE		\$69.50	\$69.50 Y
33	2	PLUC2HSB SOUND OFF SIGNAL SURFACE MOUNT BEZEL FOR UNIVERSAL UNDERCOVER®, SINGLE - BLACK		\$4.00	\$8.00 Y
34	2	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$95.00	\$190.00 N
TINT 20% WITH STRIP					
35	1	TINT-SERVICE TINT AND LABOR	GLOBAL	\$199.00	\$199.00 Y
INSTALL KIT/CHARGE GUARD					
36	1	INSTALL KIT VEHICLE MOUNTING INSTALLATION KIT: WIRING HARNESS, MOUNTING BRACKETS, AND ASSOCIATED MATERIAL AND EQUIPMENT FOR INSTALL.	GLOBAL	\$200.00	\$200.00 Y
37	1	CG-X CHRGGRD,UNV,CNTRMLDL,	HAVIS	\$69.30	\$69.30 Y
38	1	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$95.00	\$95.00 N

Please contact me if I can be of further assistance.

SubTotal	\$13,315.25
Tax	\$0.00
Shipping	\$0.00
Total	\$13,315.25

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Accepted By:

Date:

X _____

Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resoocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.



GLOBAL Public Safety, LLC

Mid-Atlantic - 7020 Dorsey Rd Ste C, Hanover MD 21076
Carolinas - 130 Old Airport Rd, Roebuck SC 29376
Penn - 2780 Commerce Dr Ste 300, Middletown PA 17057
New England - 5 Executive Dr, Hudson NH 03051 **New Address June 2018**

QUOTE

Number BAUQ23243
Date Jan 4, 2019
VALID THRU: 7/3/2019

Quote For

CUMBERLAND POLICE DEPARTMENT
ROBERT (ROCKY) REED

Phone 301 759 6478
Fax
Email rocky.reed@cumberlandmd.gov

Ship To

GLOBAL PUBLIC SAFETY - HANOVER
Hanover Install Shop
7020 DORSEY RD STE C
HANOVER, MD 21076
UNITED STATES

Phone 14435570200
Fax
Email

Your Account Manager

Ronnie Cooke
443-557-0200 ext 143
ronnie.cooke@globalpublicsafety.us

Here is the quote you requested.

Bill to: Cumberland Police Department (MD) rocky.reed@cumberlandmd.gov

Terms	P.O. Number	Ship Via	Contract Reference
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NET 30 PLEASE ADD CUSTOMER DLVRS

Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE DURANGO 2019

Line	Qty	Description	Unit Price	Ext. Price
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2019 MARKED DURANGO W CAGE

LIGHTBAR-R/B/W- FULL SCENE

1	1	ENFLB (BRONZE E.G 2) SOUND OFF SIGNAL 48IN. NFORCE® LED LIGHTBAR (ENFLB) W/ TAKE DOWNS & ALLEYS - CLEAR LENSES WITH AMBER, BLUE, RED OR WHITE / 9 LED INBOARD & 18 LED CORNERS <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$1,470.00	\$1,470.00 y
2	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00 n

GRILL LIGHTS-FULL SCENE-BEHIND GRILL

3	2	PMP2BKDGAJ SOUND OFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK	\$6.00	\$12.00 y
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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	DURANGO	2019			

Line	Qty	Description	Unit Price	Ext. Price	
4	2	EMPS2STS5RBW SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 18 LED, TRICOLOR - RED/BLUE/WHITE	\$103.50	\$207.00	y
5	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n
HEADLIGHT FLASHER					
6	1	ETHFSS-SP-ISO SOUND OFF SIGNAL SELECT-A-PATTERN HEADLIGHT FLASHER, SOLID STATE, 12V ISOLATION MODEL (FOR SYSTEMS REQUIRING ELECTRICAL ISOLATION)	\$40.50	\$40.50	y
7	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n
MIRROR LIGHTS-FULL SCENE					
8	2	ENT2B3RBW SOUND OFF SIGNAL INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT, 9-32 VDC, W/ 4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LED, TRICOLOR - RED/BLUE/WHITE	\$143.50	\$287.00	y
9	2	PNT1CRV03 SOUND OFF SIGNAL CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/ MOUNTING HARDWARE - DODGE CHARGER 2011 - 2017	\$6.00	\$12.00	y
10	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n
DECK LIGHT					
11	1	ENFWBRF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR REAR DECK LIGHTBAR, FULL 1 PIECE SHROUD, 12 LEDS - DUAL COLOR <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$816.00	\$816.00	y
12	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE DURANGO 2019

Line	Qty	Description	Unit Price	Ext. Price
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HATCH LIGHTS

13	2	EMPS1STS4RBA SOUND OFF SIGNAL MPOWER® 3IN. STUD MOUNT FASCIA LIGHT FOR FORD GRILLE MOUNT APPLICATION, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, TRICOLOR - RED/BLUE/AMBER	\$91.50	\$183.00	y
14	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n

CONSOLE/DOCK/MOUNT/ETIX

15	1	PJ723-BK BROTHER POCKETJET 7 BASIC KIT INCLUDES: PJ723 PRINTER, 4' USB CABLE, AC POWER SUPPLY, 100 PREMIUM FANFOLDED SHEETS LETTER SIZE PAPER, & DOC. SET. PRINTER KIT	\$407.20	\$407.20	y
16	1	3320G L-TRON 3320G VUQUEST 2D BARCODE IMAGING KIT FOR MARYLAND E-TIX. INCLUDES SCANNER WITH L-TRON CUSTOM DRIVER'S LICENSE SCANNING REPLACES 3310G	\$260.00	\$260.00	y
17	1	NEW ITEM GLOBAL 7170-0721-02 2019 DODGE DURANGO KIT INCLUDES CUP HOLDER PRINTER ARMREST FACE PLATES	\$728.00	\$728.00	y
18	1	NEW ITEM GLOBAL AS7.PO31.102-2 PMT UNIVERSAL FLAT PLATE FOR MOUNTING	\$100.00	\$100.00	y
19	1	AS7.P031.102 PRECISION MOUNTING CF31 DPT DOCK	\$830.00	\$830.00	y
20	1	PA1580-1745 PRECISION MOUNTING PANA 120W POWER SUPPLY CHARGE FOR UPGRADE FROM PA1555-655 TO PA1580-3451	\$115.00	\$115.00	y
21	1	DS-LOWER-9 GAMBER JOHNSON 9" LOWER POLE ASSEMBLY POLES	\$53.10	\$53.10	y
22	1	7160-0178 GAMBER JOHNSON 7" CENTER UPPER POLE POLES	\$68.05	\$68.05	y

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE DURANGO 2019

Line	Qty	Description	Unit Price	Ext. Price	
23	1	7160-0230 ADJUSTABLE SUPPORT BRACE - SHORT POLES	GAMBER JOHNSON \$64.80	\$64.80	y
24	1	7160-0220 MONGOOSE 9" LOCKING SLIDE ARM WITH 360 DEGREE CLEVIS MOTION ATTACHMENT	GAMBER JOHNSON \$268.30	\$268.30	y
25	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$285.00	n
TOUGHBOOK					
26	1	NEW ITEM CF-318B725VM WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 13.1IN XGA TOUCH, 16GB(8+8), 256GB SSD,INTEL WI-FI, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:SELECTABLE),NO PC/EXPRESSCARD, 4G LTE-ADVANCED MULTI CARRIER (EM7455), DGPS, EMISSIVE BACKLIT KEYBOARD, DVD, FLAT	GLOBAL \$3,875.00	\$3,875.00	y
SIREN/SPEAKER-S1 (REAR ONLY) S2 (ALL LIGHTS) S3 (PURSUIT)					
27	1	ETSA481RSP NERGY® 400 SERIES REMOTE SIREN W/ BUTTON CONTROL, 10-16V - FOR ONE 100 WATT SPEAKER	SOUNDOFF SIGNAL \$455.50	\$455.50	y
28	1	ETSS100N 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	SOUNDOFF SIGNAL \$145.00	\$145.00	y
29	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$285.00	n
PRISONER CAGE					
30	1	PK0123DUR112ND SETINA, #12VS 2ND EXPANDED METAL PARTITION, VEHICLE: 11-18 DURANGO,	SETINA \$300.30	\$300.30	y
31	2	WK0514DUR11 SETINA, WINDOW BARRIER VS STEEL VERTICAL, VEHICLE: 11-18 DURANGO,	SETINA \$160.30	\$320.60	y

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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	DURANGO	2019			
Line	Qty	Description		Unit Price	Ext. Price
32	1	DK0100DUR11 SETINA SETINA, DOOR PANEL S TPO PLASTIC BLACK, VEHICLE: 11-18 DURANGO,	SETINA	\$181.30	\$181.30 y
33	1	QK0489DUR11 SETINA SETINA, FULL TRANSPORT COVER SEAT, VEHICLE: 11-18 DURANGO, COMPATIBLE WITH "XL"OR "SPT" FRONT PARTITIONS ONLY	SETINA	\$440.30	\$440.30 y
34	1	PK1130DUR11 SETINA SETINA, #10XL COATED POLY PARTITION, VEHICLE: 11-18 DURANGO,	SETINA	\$601.30	\$601.30 y
35	6	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$95.00	\$570.00 n
RADIO PRE-WIRE- CUSTOMER TO INSTALL APX 8500					
36	3	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$95.00	\$285.00 n
SHARKEE ANTENNA					
37	1	NEW ITEM GLOBAL 1X APX 8500 RADIO (VHF/UHF/7-800) *THEY DON'T USE UHF, BUT THE ANTENNA COVER IT ALL THE SAME AT NO EXTRA COST. 1X APX 8500 WIFI 1X APX 8500 GPS X CELL TO DOCK 1X GPS TO DOCK	GLOBAL	\$419.00	\$419.00 y
38	3	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$95.00	\$285.00 n
TAILLIGHT FLASHERS					
39	1	ELUC2H010B SOUND OFF SIGNAL UNIVERSAL UNDERCOVER® SCREW-IN LED INSERT SINGLE LIGHT KIT, 10-30 VDC W/ 10' CABLE: INCLUDES INSERT, LENS #1 (EXTREME ANGLE) & INLINE FLASHER - BLUE	SOUND OFF SIGNAL	\$69.50	\$69.50 y
40	2	ETFFC02LED SOUND OFF SIGNAL LED LIGHT FLASHER - 2 OUTPUT W/ 8 FLASH PATTERNS	SOUND OFF SIGNAL	\$29.50	\$59.00 y

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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	DURANGO	2019			

Line	Qty	Description	Unit Price	Ext. Price	
41	2	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$190.00	N
		INSTALL KIT/CHARGE GUARD			
42	1	INSTALL KIT VEHICLE MOUNTING INSTALLATION KIT: WIRING HARNESS, MOUNTING BRACKETS, AND ASSOCIATED MATERIAL AND EQUIPMENT FOR INSTALL.	GLOBAL \$200.00	\$200.00	Y
43	1	CG-X CHRGGRD,UNV,CNTRLMDL,	HAVIS \$69.30	\$69.30	Y
44	1	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$95.00	N

Please contact me if I can be of further assistance.

SubTotal	\$16,193.05
Tax	\$0.00
Shipping	\$0.00
Total	\$16,193.05

Accepted By: _____

Date: _____

X _____

Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201

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GLOBAL Public Safety, LLC

Mid-Atlantic - 7020 Dorsey Rd Ste C, Hanover MD 21076
Carolinas - 130 Old Airport Rd, Roebuck SC 29376
Penn - 2780 Commerce Dr Ste 300, Middletown PA 17057
New England - 5 Executive Dr, Hudson NH 03051 **New Address June 2018**

QUOTE

Number **BAUQ23244**

Date **Jan 4, 2019**

VALID THRU: **7/3/2019**

Quote For

**CUMBERLAND POLICE DEPARTMENT
ROBERT (ROCKY) REED**

Ship To

GLOBAL PUBLIC SAFETY - HANOVER
Hanover Install Shop
7020 DORSEY RD STE C
HANOVER, MD 21076
UNITED STATES

Your Account Manager

Ronnie Cooke
443-557-0200 ext 143
ronnie.cooke@globalpublicsafety.us

Phone 301 759 6478
Fax
Email rocky.reed@cumberlandmd.gov

Phone 14435570200
Fax
Email

Here is the quote you requested.

Bill to: Cumberland Police Department (MD) rocky.reed@cumberlandmd.gov

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	CUSTOMER DLVRS	

Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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2019 UNMARKED CHARGER

VISOR LIGHT-FULL SCENE CAPABILITY

1	1	ENFWBF (18 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR WINDSHIELD LIGHTBAR, FULL 1 PIECE OR SPLIT 2 PIECE SHROUD, 18 LED- TRICOLOR <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$924.00	\$924.00	y
2	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n

GRILL LIGHTS-FULL SCENE CAPABILITY

3	4	EMPS2STS5RBW SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 18 LED, TRICOLOR - RED/BLUE/WHITE	\$103.50	\$414.00	y
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Make	Model	Year	VIN	Stock / Unit#	Tag#
DOĐGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price	
4	4	PMP2BKDGAJ SOUND OFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK	\$6.00	\$24.00	y
5	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n
HEADLIGHT FLASHER					
6	1	ETHFSS-SP-ISO SOUND OFF SIGNAL SELECT-A-PATTERN HEADLIGHT FLASHER, SOLID STATE, 12V ISOLATION MODEL (FOR SYSTEMS REQUIRING ELECTRICAL ISOLATION)	\$40.50	\$40.50	y
7	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n
MIRROR LIGHTS-ON WHEN SCENE ON					
8	2	ENT2B3RBW SOUND OFF SIGNAL INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT, 9-32 VDC, W/ 4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LED, TRICOLOR - RED/BLUE/WHITE	\$143.50	\$287.00	y
9	2	PNT1CRV03 SOUND OFF SIGNAL CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/ MOUNTING HARDWARE - DODGE CHARGER 2011 - 2017	\$6.00	\$12.00	y
10	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n
DECK LIGHT					
11	1	ENFWBRF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR REAR DECK LIGHTBAR, FULL 1 PIECE SHROUD, 12 LEDS - DUAL COLOR <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$816.00	\$816.00	y
12	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	n

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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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HATCH LIGHTS

13	2	EMPS1STS4RBA SOUND OFF SIGNAL MPOWER® 3IN. STUD MOUNT FASCIA LIGHT FOR FORD GRILLE MOUNT APPLICATION, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, TRICOLOR - RED/BLUE/AMBER	\$91.50	\$183.00	Y
14	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	N

CONSOLE-NO MOUNT/DOCK OR TOUGHBOOK

15	1	NEW ITEM GLOBAL AS4C229.102 2011+ DODGE CHARGER SIGHTLINE CONSOLE W/MOUSETRAP SINGLE CUP HOLDER AND ARMREST INCLUDES FACE PLATES	\$548.00	\$548.00	Y
16	1	NEW ITEM GLOBAL AS7.PO31.102-2 PMT UNIVERSAL FLAT PLATE FOR MOUNTING	\$0.00	\$0.00	Y
17	2	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$95.00	\$190.00	N

DOCK/MOUNT

18	2	7160-0234 GAMBER JOHNSON VEHICLE BASE FORD CVPI VEHICLE BASE	\$400.00	\$800.00	Y
19	2	AS7.P031.102 PRECISION MOUNTING CF31 DPT DOCK	\$830.00	\$1,660.00	Y
20	2	PA1580-1745 PRECISION MOUNTING PANA 120W POWER SUPPLY CHARGE FOR UPGRADE FROM PA1555-655 TO PA1580-3451	\$115.00	\$230.00	Y
21	2	DS-LOWER-9 GAMBER JOHNSON 9" LOWER POLE ASSEMBLY POLES	\$53.10	\$106.20	Y

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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price	
22	2	7160-0178 7" CENTER UPPER POLE POLES	GAMBER JOHNSON \$68.05	\$136.10	Y
23	2	7160-0230 ADJUSTABLE SUPPORT BRACE - SHORT POLES	GAMBER JOHNSON \$64.80	\$129.60	Y
24	2	7160-0220 MONGOOSE 9" LOCKING SLIDE ARM WITH 360 DEGREE CLEVIS MOTION ATTACHMENT	GAMBER JOHNSON \$268.30	\$536.60	Y
25	4	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$380.00	N

TOUGHBOOK-

26	2	NEW ITEM CF-318B725VM WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 13.1IN XGA TOUCH, 16GB(8+8), 256GB SSD,INTEL WI-FI, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:SELECTABLE),NO PC/EXPRESSCARD, 4G LTE-ADVANCED MULTI CARRIER (EM7455), DGPS, EMISSIVE BACKLIT KEYBOARD, DVD, FLAT	GLOBAL \$3,875.00	\$7,750.00	Y
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SIREN/SPEAKER-S1 (REAR ONLY) S2 (ALL LIGHTS) S3 (PURSUIT)

27	1	ETSA481RSP NERGY® 400 SERIES REMOTE SIREN W/ BUTTON CONTROL, 10-16V - FOR ONE 100 WATT SPEAKER	SOUNDOFF SIGNAL \$455.50	\$455.50	Y
28	1	ETSS100N 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	SOUNDOFF SIGNAL \$145.00	\$145.00	Y
29	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$285.00	N

SHARKEE ANTENNA

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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price	
30	1	NEW ITEM 1X APX 8500 RADIO (VHF/UHF/7-800) *THEY DON'T USE UHF, BUT THE ANTENNA COVER IT ALL THE SAME AT NO EXTRA COST. 1X APX 8500 WIFI 1X APX 8500 GPS X CELL TO DOCK 1X GPS TO DOCK	GLOBAL \$419.00	\$419.00	y
31	3	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$285.00	n
		TAILLIGHT FLASHERS			
32	1	ELUC2H010J UNIVERSAL UNDERCOVER® SCREW-IN LED INSERT SINGLE LIGHT KIT, 10-30 VDC W/ 10' CABLE: INCLUDES INSERT, LENS #1 (EXTREME ANGLE) & INLINE FLASHER - RED/BLUE	SOUNDOFF SIGNAL \$69.50	\$69.50	y
33	2	PLUC2HSB SURFACE MOUNT BEZEL FOR UNIVERSAL UNDERCOVER®, SINGLE - BLACK	SOUNDOFF SIGNAL \$4.00	\$8.00	y
34	2	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$95.00	\$190.00	n
		TINT 20% WITH STRIP			
35	1	TINT-SERVICE TINT AND LABOR	GLOBAL \$199.00	\$199.00	y
36	1	CONTRACTS-MD MARYLAND STATE CONTRACTS: MD STATE DOIT - HARDWARE AND ASSOCIATED EQUIPMENT AND SERVICES AND ASSOCIATED EQUIPMENT 2012 - MASTER CONTRACT BPO# 060B2490022 MD STATE DOIT - DESKTOP, LAPTOP AND TABLET 2015 - MASTER CONTRACT BPO# 060B5400007 MD STATE DGS - POLICE VEHICLE EQUIPMENT & EMERGENCY VEHICLE WARNING SYSTEMS & LIGHTING 2017 - BPO# 001B8400207	GLOBAL \$0.00	\$0.00	n

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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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Please contact me if I can be of further assistance.

SubTotal	\$18,363.00
Tax	\$0.00
Shipping	\$0.00
Total	\$18,363.00

Accepted By:

Date:

X _____

**Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201**

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Regular Council Agenda
January 15, 2019

Description

Order accepting the sole source proposal from Hertrich Fleet Services, Inc. to provide three (3) police vehicles for the total amount of \$84,847.00, with said vehicles being purchased through the Maryland State Procurement Bid Process

Approval, Acceptance / Recommendation

Hertrich Fleet Services will provide the vehicles through the Maryland State Procurement Process. Costs will be:

(2) 2019 Dodge Durangos	\$62,570
(1) 2019 Dodge Charger	\$22,277
Total	\$84,847

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$84,847

Source of Funding (if applicable)

Police Department 001.040.64000

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

ORDER NO. _____

DATE: January 15, 2019

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

THAT, the sole source proposal from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963, is hereby accepted to provide the following police vehicles:

VEHICLES	AMOUNT
2019 Unmarked Durango	\$31,285.00
2019 Marked Durango w/ Cage	\$31,285.00
2019 Dodge Charger	\$22,277.00
Total:	\$84,847.00

BE IT FURTHER ORDERED, that these vehicles shall be purchased as part of the Maryland State Bid process, in accordance with City Code Section 2-171 (c) (iv).

Raymond M. Morriss, Mayor

Budget: 001.040.64000

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

MARYLAND STATEWIDE CONTRACT 2019 VANS & SUVs – BPO# 001B9400184

TYPE 9P: Dodge Durango Pursuit V6 AWD

2019 DODGE DURANGO PURSUIT V6 w/ REAR CAMERA, BLUETOOTH, FRONT BUCKET SEATS W/FULL
CENTER CONSOLE, POWER WINDOWS, LOCKS, & MIRRORS

✓	Code	Description	Amount
	WDEL75	2019 Dodge Durango Pursuit V6 AWD	\$ 28,277
	ADL	SKID PLATE GROUP inc: Fuel Tank, Transfer Case & Underbody Shield Plates	\$295
	D-EULWE1	Driver's Side Whelen Spotlight LED	\$581
	D-EAPEB1	Durango Wire Harness, PDC-Body Harness, Grille Harness, 200 Amp Power Distribution Center & Connector Bag	\$1171
	D-EWLGF1	Whelen Micron Wig-Wag Alternative (M/H : D-EAPGA1)	\$275
	D-ISQEG1	Disable Rear Door Locks & Windows-Setina TPO Door Panels	\$325
	D-JAOOA1	Radio Noise Suppression Straps	\$361
	Color	PXJ – DB BLACK CLEARCOAT	
	Interior	H7X9 – Black Cloth Low Back Cloth Buckets	
		Total per Vehicle	\$ 31,285
		Total for two Durangos	\$ 62,570

Please contact us with any questions or to place an order.

Susan Hickey - shickey@hertrichfleet.com - or call 800-698-9825

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

MARYLAND STATE CONTRACT 2019 – BPO#001B9400159
TYPE 3-1-R6: 2019 DODGE CHARGER POLICE PURSUIT VEHICLE

2019 DODGE CHARGER - 3.6L V6 ENGINE - REAR WHEEL DRIVE
No center console, power windows/locks/mirrors, rear camera standard

✓	Code	Description	Amount
	Vehicle	2019 Dodge Charger RWD 3.6L Pentastar V6	\$21,992
	CW6	Deactivate Rear Inside Door Locks & Handles	\$75
	LNF	Driver Side Spot Lamp	\$210
	Color	-PX8 Pitch Black Clearcoat	NC
		TOTAL FOR VEHICLE	\$ 22,277

Please contact us with any questions or to place an order.
Susan Hickey - shickey@hertrichfleet.com - or call 800-698-9825

"A Member of the HERTRICH Family of Automobile Dealerships"



Regular Council Agenda
January 15, 2019

Description

Order authorizing execution of a Donation Agreement with David Ronald Christifer for transfer of the property at 1 Evergreen Terrace to the city for the sum of \$1.00 and authorizing execution of documents necessary for the transfer

Approval, Acceptance / Recommendation

This is a blighted property that the City feels would be advantageous to gain control of and demolish for the betterment of the neighborhood.

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: January 15, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between David Ronald Christifer and the Mayor and City Council of Cumberland to transfer property known as 1 Evergreen Terrace (Allegany County Land Records Book 2121, page 1; Tax ID No. 05-024641) to the City for the sum of One Dollars (\$1.00); and

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

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”), is made by and between **David Ronald Christifer** (“Mr. Christifer”) and the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date.”.

RECITALS

WHEREAS, Mr. Christifer owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter referred to as the “Property”:

Tax Id No. 05-024641; described in the deed recorded in Land Records of Allegany County, Maryland at Book 2121, page 1.

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

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

WITNESSETH:

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

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

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

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

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

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

5. **Appraisal.** Mr. Christifer has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Mr. Christifer shall provide the City with the appropriate tax documents relative to his eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Mr. Christifer shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Mr. Christifer with respect to such matters.

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

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

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

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

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

9. Representations and Warranties. As of the date of the closing contemplated hereby and as to the period of time during which Mr. Christifer held title to the Property (including land, surface water, ground water, and improvements), Mr. Christifer warrants that he has, by acts or omission or commission, not subjected the Property to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Properties, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Mr. Christifer discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

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

11. Real Estate Taxes. The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. Breach of Agreement and Default. The City and Mr. Christifer are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Mr. Christifer may pursue any legal or equitable rights which may be available to him. If Mr. Christifer fails to make full settlement or is in default due to his failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as

may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. Assignability. This Agreement may not be assigned except by written agreement of the parties.

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

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

To Mr. Christifer:

David R. Christifer
113 Glennann Drive
Lannenberg, PA 19350

To the City:

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

with a copy to:

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

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

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

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

19. **Waiver of Jury Trial.** MR. CHRISTIFER AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY MR. CHRISTIFER AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

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

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

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

WITNESS/ATTEST:

•

_____(SEAL)
David Ronald Christifer

Date

•

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By:_____(SEAL)
Ray Morriss, Mayor

date



Regular Council Agenda
January 15, 2019

Description

Order authorizing execution of a Facilities Encroachment Agreement with CSX Transportation, Inc. relative to the replacement of the 12" water line under the Route 51 Bridge (City Project No. 03-17-W)

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: January 15, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Facility Encroachment Agreement by and between CSX Transportation, Inc. and the Mayor and City Council of Cumberland relative to the replacement of the 12" water line under the Route 51 Bridge (City Project 03-17-W).

Raymond M. Morriss, Mayor

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of September 20, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Maryland, whose mailing address is 57 N Liberty Street, Cumberland, Maryland 21502, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter aerial pipeline crossing, solely for the conveyance of potable water, located at or near Cumberland, Allegany County, Maryland, Baltimore Division, Cumberland Terminal Subdivision, Milepost BA-177.79, Latitude N39:38:35., Longitude W78:45:45.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's Contractor's existing CGL policy (ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 301-759-6601.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

19. RIDERS:

19.1 The following Rider(s) is/are herewith attached and included herein:

Telecommunication Cable or Fiber Optic Line

20. CONTRACTOR'S ACCEPTANCE:

20.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

This Rider is and shall be a part of Agreement No. CSX862058, and is incorporated therein.

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("Verizon") ATTN:
Mr. Dean Boyers
Verizon Business
Wireline Network Ops & Eng
400 International Pkwy, Room N/A
Richardson, TX USA 75081
Phone No. (469) 886-4238 (Work)
or dean.boyers@verizon.com

(NOTE: WRITTEN NOTICE TO VERIZON IS ALSO REQUIRED)

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX862058, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated September 20, 2018, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

Agreement Checklist

Please perform the following when executing the attached instrument:

- X Sign the signature page in order to execute the agreement. Once of the following should apply.

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President, or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. **(Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.)** If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If the Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

- X NAME(S) and TITLE (S) of person (s) executing the agreement must be typed or printed in ink directly beneath signature (s).

- X **Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax identification Number is required.**

- X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured in the Description Box on the certificate, which is required under the INSURANCE Article, Certificate Holder address should be as follows:

CSX Transportation
Speed Code J180
500 Water Street,
Jacksonville FL 32202.

Questions regarding the insurance requirements should be directed to this office for handling.



Page 1 of 1
Account/Contract No. CSX862058

Customer Project No.

Invoice

Date 9/20/2018

Customer

Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due **U.S. Dollars \$** **2,800.00**

Fees Summary

Application Review Fee		\$	3,500.00
Railroad Protective Liability		\$	700.00
Utility License Fee		\$	500.00
Money on File	Check 160535	\$	(1,900.00)

Total Current Fees in U.S. dollars **\$** **2,800.00**

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: **CSX Transportation, Inc.**

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

ana_mcdowell@csx.com
904.279.4839

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C No. Ext.:</td> <td>FAX (A/C. No.:</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: duffy.mundy@readadinsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A:</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C No. Ext.:	FAX (A/C. No.:	E-MAIL ADDRESS: duffy.mundy@readadinsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A:	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

The Licensee/Lessee/Industry identified in the agreement must be the named insured. CSXT will not accept the contractor's CGL certificate.

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RTR LTR	TYPE OF INSURANCE	ADOL	INSUR	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC		X					EACH OCCURRENCE \$ MED EXP (Per person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION:							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below		X					WC STATUS: OFF-ERS E.L. EACH ACCIDENT \$ X E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)

Combined single limit of not less than one million dollars (\$1,000,000.00)

Standard limits of liability. Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This box should contain the following. CSX Transportation, Inc. is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

CERTIFICATE HOLDER **CANCELLATION**

<p style="text-align: center;">CSX Transportation, Inc. 500 Water Street, J180 Jacksonville, FL 32202</p>	<p style="text-align: center;">Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.</p>
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Regular Council Agenda
January 15, 2019

Description

Order approving a total of \$43,183 in Community Legacy Funding to three (3) Leasehold Improvement Projects in the Central Business District : 11 South Liberty/Craft Table - \$14,985; 56 N. Centre St./ Toil and Trouble - \$13,735; 171 N. Centre St. / Corner Tavern & Cafe - \$14,463

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: January 15, 2019

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

THAT, Community Legacy funded awards for the Central Business District Leasehold Improvement Program be approved for the following:

Project Address	Business	Funding
11 South Liberty St.	Craft Table	\$ 14,985.00
56 North Centre St.	Toil and Trouble	\$ 13,735.00
171 North Centre St.	Corner Tavern & Cafe	\$ 14,463.00
Total		\$ 43,183.00

Raymond M. Morriss, Mayor

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL
JEFF RHODES, MARGIE WOODRING

FROM: KATHY MCKENNEY

SUBJECT: CL17 LEASEHOLD IMPROVEMENT PROGRAM STAFF RECOMMENDATION

DATE: 12/13/18

A total of six applications were received by the November 16, 2018 deadline for the second offering of the Community Legacy-funded Leasehold Improvement program. The total amount of funding received from the Community Legacy Program is \$75,000. The program is designed to assist new lessees of commercial space or existing lessees within the Central Business District who plan to increase their amount of leased space. Funds will be awarded through a competitive process. The maximum grant funding for any one property is \$15,000 for eligible expenses such as drywall, electrical improvements, flooring, mechanical, lighting, accessibility improvements, and signs. Following staff review of the proposals on December 12, 2018, the following applications are recommended for approval:

<u>Project Address</u>	<u>Contact Person</u>	<u>Business</u>	<u>Recommended Funding</u>
11 South Liberty St	Christopher Myers	Craft Table	\$14,985.00
56 North Centre St	Lori Lepley	Toil and Trouble	\$13,735.00
171 North Centre St	Greg Bender	Corner Tavern & Café	\$14,463.00
		Total	\$43,183.00

Three additional applications were received but they were determined by staff to be incomplete. The applicants will be encouraged to reapply for the program when a second request for applications is issued after the new year.

Please let me know if I can help with additional information.