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: February 20, 2018

I. Closed Session

1. 5:00 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (1), (7), and (8) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments, to obtain legal advice regarding CSX bridge issues, and to consult with staff regarding issues that could be relevant to potential litigation

   Motion to move into closed session was made by Councilman Cioni, seconded by Councilman Caporale, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

   Mayor Grim convened the meeting at 6:25 p.m.

III. Pledge of Allegiance

IV. Roll Call

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

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

   Mayor Grim announced that a Closed Session had been held on Tuesday, February 20, 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.

VI. Presentations

1. Presentation on proposed enhancements to on-line access of the Herman Miller Photo Collection from Kathy McKenney, Community Development Programs Manager

   Ms. McKenney offered some history of the Herman Miller Photo Collection and advised of new technical enhancements that would provide the photos in a higher resolution format with options to be searched by keyword and downloaded into the user's own collection. The photos would now be available to the public free of charge.

VII. Director's Reports

(A) Public Works

1. Engineering Department monthly report for January, 2018

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

(B) Administrative Services

1. Administrative Services monthly report for December, 2017

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

(C) Fire

1. Fire Department monthly report for January, 2018

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

(D) Police

1. Police Department monthly report for January, 2018

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

VIII. Approval of Minutes

1. Approval of the Work Session Minutes of December 13, 2017 and the Public Session Minutes of January 2, 2018

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

IX. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to convey to Cumberland Housing Alliance, Inc. certain surplus property known as 32 Virginia Avenue, 34 Virginia Avenue, 321-323 Pennsylvania Avenue, and 325 Pennsylvania Avenue to be used in the Cumberland Housing Revitalization Program

   Mr. Rhodes provided background on the Ordinance, advising that the Housing Alliance intended to make use of former blighted properties that the City had acquired and demolished by building new construction on the sites as part of their infill revitalization 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 called for questions or comments. Being none, the Ordinance proceeded to its final reading.

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

   ORDINANCE NO. 3829

2. Ordinance *(2nd and 3rd readings)* - authorizing execution of a contract for the exchange of 408 Broadway Street (owned by the City) for 624 Maryland Avenue (owned by David and Linda Spiker), execution of a deed for the transfer of 408 Broadway to the Spikers, and execution of supplemental documents necessary for the transfer

   Mr. Rhodes provided background on the Ordinance, advising that the proposed property swap would allow the City to obtain 624 Maryland Avenue for future use.

   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 called for questions or comments. Being none, the Ordinance proceeded to its final reading.

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

   ORDER NO. 3830

X. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mr. Cohen provided comments on Item No. 3. Mayor Grim called for questions or comments and Councilman Fraizer asked for Item No. 2 to be voted on separately.

John Fetchero, 654 Fayette Street, asked for further explanation of Item No. 4. Kathy McKenney advised that the $10,000 award to the Summer Theater was part of the 2017 Community Legacy funds awarded to the City. The project funding would help with the theater's lighting and sound systems and some roofing costs.

Motion to approve Consent Agenda Items 1 and 3-7 was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

CONSENT AGENDA ITEM NO. 1 - Mr. Rhodes discussed the proposed job duties of the Risk Manager, which would include site inspection for safety issues and investigation of claims. He advised that the cost savings realized in terms of workers compensation and claim awards would more than pay for the position. The position was intended to be a year-round part-time position

Motion to approve Consent Agenda Item No. 2 was made by Caporale, seconded by Cioni, and was approved on a vote of 4-0 with Frazier abstaining from vote, stating that he preferred to see how the position worked out before voting on it.

1. Order adopting a policy to provide account adjustments for the unintentional use of water caused by a leak

   ORDER NO. 26,247

2. Order authorizing execution of an employment agreement with David Curry for the part-time position of Risk Manager for the period February 20, 2018 through June 30, 2018

   ORDER NO. 26,248

3. Order authorizing execution of an agreement for legal services with either Robbins, Geller, Rudman & Dowd LLC or Levin, Papantonio, Thomas, Mitchell, Raffery & Proctor, P.A. regarding litigation of claims against prescription opiates manufacturers and distributors and providing the City Solicitor authority to select the firm

   ORDER NO. 26,249

4. Order authorizing execution of a FY18 Community Legacy Grant Agreement to provide $50,000 in funding to the Cumberland Theater Rehabilitation Project

   ORDER NO. 26,250

5. Order approving Community Legacy funded Central Business District Facade Improvement applications for 52 Baltimore Street ($3,623) and 169-171 North Centre Street ($10,000)

   ORDER NO. 26,251

6. Order approving an appropriation of $18,400 to the FY18 General Fund Police Department Budget for the purchase of two (2) pre-trained drug detection dogs from Southern Coast K9 that will be paid for through CPD forfeited money obtained from drug seizures; the new FY18 Police Department Budget will equal $10,772,565

   ORDER NO. 26,252

7. Order approving Concept No. 4 for the redesign of Baltimore Street that provides for one-way traffic, staggered parallel parking, and no bike line, as proposed by the Baltimore Street Design Committee

   ORDER NO. 26,253

XI. Public Comments

Wayne Hedrick, 206 Oak Street, questioned the water leak policy change adopted by Consent Agenda and asked whether a less drastic change could be considered. Mayor Grim and Mr. Rhodes responded to his concerns, explaining the costs to the City and noting that as the billing was now on a monthly cycle, leaks were caught quicker and were therefore less costly to the customer.

Mr. Hedrick further questioned whether there had been any thought to revisiting the Neighborhood Advisory Commission and involving people from specific neighborhood groups. Council discussed that despite previous attempts over several years to reinvigorate the Commission, they were unable to find citizens interested in attending meetings.

Robert Smith, 436 N. Centre Street, discussed concerns over a bike lane not being included in the redesign plans for Baltimore Street. Mayor Grim advised that although a bike lane was initially planned, further review by biking experts determined there was not a need because of the slow moving traffic and nature of the planned design. There would be "share the road" signs, however, and the elimination of the bike lane would allow more room for outside dining.

Russell Short, 406 Washington Street, requested an update on the status of the Washington Street bridge project.

All public comments are limited to 5 minutes per person

XII. Adjournment

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

Minutes approved on April 17, 2018

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

Regular Council Agenda
February 20, 2018

Description

5:00 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (1), (7), and (8) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments, to obtain legal advice regarding CSX bridge issues, and to consult with staff regarding issues that could be relevant to potential litigation

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 20, 2018

Description
Executive Session

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 20, 2018

Description
6:15 p.m. - Reconvene into 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
February 20, 2018

Description
Summary Statement of Closed Meeting

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 Summary

Tuesday, February 20, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, February 20, 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 board and commission appointments, to obtain legal advice regarding CSX bridge issues, and to consult with staff regarding issues that could be relevant to potential litigation. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1), (7) and (8).

Persons in attendance included: Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier; City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Engineer John DiFonzo, and City Clerk Marjorie Woodring.

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

No actions were voted upon and the meeting was adjourned at 6:22 p.m.

Brian K. Grim, Mayor

Entered into the public record on February 20, 2018.

Regular Council Agenda
February 20, 2018

Description

Presentation on proposed enhancements to on-line access of the Herman Miller Photo Collection from Kathy McKenney, Community Development Programs Manager

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 20, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	As reported previously: "opening what CSX refers to as a 'utility request' will put the plan review process in motion." The review fees, according to WRA, would be in the range of $7,000 to $10,000.	PJD	1/2/2018
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Excavation for the Tank is virtually complete. Overall construction is about 12% complete. There may be no work the first week of January due to their corporate cold weather policy.	PJD	1/2/2018
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	**NO CHANGE** - Work is complete and final close out, waiting for the contractor to submit request for release of retainange	JRD	2/12/2018
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Construction	Work is complete and final report and request for reimbursement have been submitted. This project will be removed from future reports.	JDF	1/11/2018
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**NO CHANGE** - Working on "Bullpen" area design. Also working on bid specifications, and ascertaining if any permits are required, in addition to the Waterway Construction Permit.	PJD	1/2/2018
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Currently not a high priority project.	PJD	1/2/2018
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Construction	Work is complete and final report and request for reimbursement have been submitted. This project will be removed from future project reports..	JDF	1/11/2018
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	**NO CHANGE** Project is on hold. Trees along flood wall and levees will be removed and the stumps either ground or sprayed with herbicide to kill them.	PTE	7/6/2017
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	**NO CHANGE** Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being. The evaluation of the WWTP and WFP will provide recommendations concerning this project in 2018.	JDF	1/11/2018
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	Work on Bedford Street and Fayette Street in conjunction with the Gas Company has been completed. No more paving work will be done in 2017. This cooperative paving work has proven to be very successful and is expected t resume next year, but a new contract will have to be acted on by the Mayor and City Council, because SHA has a new contract.	JDF	1/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Closeout	**NO CHANGE** - Construction complete, and waiting for punch list items to be completed (as weather permits)	JRD	2/12/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	SHA/Federal Highway comments expected soon, based on 2/7/18 correspondence from the SHA	PJD	2/12/2018
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	2/12/2018
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**NO CHANGE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	JDF	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	**NO CHANGE** - This project should become a Canal Place Project. There has not been much activity on this project recently, however we will keep it here until it is either dropped or started by Canal Place. Hopefully a new project under Canal Place will begin in 2018.	JDF	1/11/2017
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Construction	Construction is underway, and progressing apace.	PJD	1/2/2018
2015	15-15-P	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	A similar contract had been awarded to Belt Paving in 2014, however Belt could not provide City work, so other paving contractors were asked to provide the work. Only IA Construction responded with a proposal	Construction	A number of paving projects were completed in 2016. The contract is still opened and some work may be done 2017. IA Construction did not provide any paving in 2017. this project will be replaced by a new contract with Belt in 2018.	JDF	1/11/2018
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Construction	**NO CHANGE** Project continues. Stream sampling ongoing on a monthly basis. We missed DEC 17 and JAN 18 due to weather.	RJK	2/15/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**NO CHANGE** SEE 29-17-UTIL for further updates.	RJK	2/15/2018
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	6/1/2017
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	**NO CHANGE** - The Letter of Final Determination date is now 11/2/17, with a projected effective date of 5/2/18.	PJD	1/2/2018
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	**NO CHANGE** - Work can start as soon as the Owner desires.	PJD	2/12/2018
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	Limited parallel parking concept selected by the DRDC and presented to M & CC	PJD	2/7/2018
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	**NO CHANGE** -The bathhouse floor and wadding pool were added to the project. The project looks great, however there was an issue with water getting under the pool liner of the wadding pool. It now appears that that issue will have to be resolved in the spring of 2018.	JDF	12/7/2017
2016	1-16-W	Willowbrook Road 12" Waterline Replacement	Replacement of 12" waterline along the NE side of Willowbrook Rd from the roundabout (Main Hospital Entrance) through the intersection of Country Club	Planning	MDE provided comments. The engineer of record, Bennet, Brewer and Associates, will provide the responses.	PJD	1/2/2018
2016	16-16-SWM	The Final Touch Building Addition	Addition of a 5,000 SF building and new parking lot at the Kelly Road facility	Construction	**NO CHANGE** - Construction Complete. Awaiting as-builts, including photos from the construction contractor, who has been notified.	PJD	1/2/2018
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	**NO CHANGE** -Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	JDF	6/1/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	Needed repairs were identified in the latest Bridge Inspection Report. We asked for a price, but in that process it was determined that we needed additional Engineering to prepare the specifications for the needed repairs. This work needs to be done and we are working on funding. So far we have not found any funding source other than the City or possible State Aide in lieu of Federal Aide.	JDF	1/11/2018
2017	1-17-M	Cavanaugh Ball Field Concession Renovations	Gut and rebuild of interior concession structure at Cavanaugh Ball Field. To include new electric 200 amp service and new plumbing. Interior will be ADA accessible with ADA Compliant bathrooms. New Score Board was purchased to be installed.	Construction	NEW- Project is substantially complete. Waiting for invoice for scoreboard payment.	KAR	11/3/2017
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	This project has been delayed because of other work, but must be done.	JDF	11/1/2017
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Design	MDE did not approve this project, but it has been in need of replacement for a very long time and the best time to do it is with the SHA Deck Replacement planned for 2018. The City will have to pay the costs, but the Engineering is being done by the same design firm doing the bridge Deck Design and the work will be incorporated into the construction contract. Design is about 40% complete. Project will include tow fire hydrants to allow the line to be drained, and also provide fire protection on Rte. 51. The line will also be insulated, which will also provide a protective cover for the line. Past damage has been from salt water leaking through he bridge joints on the existing steel line. The new line will be ductile iron pipe. In December we were informed of an issue with CSX and are working on a resolution, however it is possible that SHA will not continue with the design of the water line.	JDF	1/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	**UPDATE** Stream sampling took place October 27th. Results were presented at the January 18 Evitts Creek Steering Committee meeting. Results available in Engineering.	RJK	2/15/2018
2017	09-17-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction Bidding	Project is out to bid with bids due June 7 for an award recommendation of June13. New contract will begin July 1, 2017.	KAR	6/1/2017
2017	10-17-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction Bidding	Project is out to bid with bids due June 7 for an award recommendation of June13. New contract will begin July 1, 2017.	KAR	6/1/2017
2017	12-17-M	Computer Aided Design Services	Computer Aided Design (CAD) Services to prepare several AutoCAD Templates, to convert existing standard construction details to CAD, and to create several new standard construction details.	Design	Work on the standard CAD details and a new CAD template are continuing to progress. A review meeting will be scheduled near the end of January.	JRD	1/11/2018
2017	13-17-RE	Constitution Park Sound Garden	A sound garden/sound park has been proposed of Constitution Park. This would be a collection of Outdoor Musical Instruments used for recreation and education.	Planning	Hayden Ort-Ulm is currently getting plans of the xylophone, and is getting a manufacturing cost estimate. Engineering will assist in preparing a site plan, and an erosion & sediment control plan if necessary.	JRD	2/12/2018
2017	14-17-WFP	Water Filtration Plant Evaluation	This is an evaluation of the City's Water Plant, being done by GD&F.	Study	Study is about 60% complete as of this date.	JDF	10/18/2017
2017	15-17-WWTP	Wastewater Plant Evaluation	Being done along with 14-17-WFP	Study	This study is also about 60% complete.	JDF	10/18/2017
2017	16-17-	NA	NA	N/A	NA		
2017	17-17-W	24" Main Break Emergency Repairs	Decatur and Glenn Streets	Construction	This emergency work is complete. The work was done by Carl Belt, Inc and was handled by Public Works with assistance from Engineering.	JDF	10/18/2017
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Planning	No Department work yet, but a design meeting had been planed and later canceled.	JDF	10/18/2017
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning	**NO CHANGE** Recycle Coach app is up and running and available to the Cumberland public to use for recycling and trash schedule and reminders.	RJK	2/12/2018
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	**NO CHANGE**	RJK	9/28/2017
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Planning	**UNO CHANGE** UST at PSB is currently unused. Company selected for required precision testing (ea 5 yrs). CROMCO inspected the tank late October. It has passed. We will be putting in a price for potential tank removal in the next fiscal year. The tank is aging and not in use.	RJK	2/12/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	22-17-RE	Constitution Park and Area Plan (Bike & Walking Paths)	Using MPO Funds through Allegany County this project will work to develop a plan for paths through the Park and also provide connection link to City streets, as well as the WMHS (hospital) and ACM on Willowbrook Road.	Planning	ALTA has been granted a contract to put this plan together and it will include public input as various location on October 25 and 26, 2017. Although not really a part of this planning process, it is expected that other Park needs will be highlighted. In additions to bike and pedestrians paths, this process may include other facilities, like skating and the sound garden (3-17-RE) and other items that come out of the public outreach.	JDF	10/18/2017
2017	23-17-M	2017 Fall Tree Removal	Removing Trees throughout the City that are dead or in decline	Construction	UPDATE Project completed. Invoices submitted. Last report for this project	PTE	2/9/2018
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Planning	**NO CHANGE** - Received proposal from Whitman Requardt & Associates to investigate the cause and source of the sewage leak, and to develop a permanent solution. In the meantime, City personnel have installed a pump and piping to divert the underdrain flow to a City sewer. MDE has been kept apprised of the City's efforts	PJD	1/2/2018
2017	25-17-SWM	Lions Manor Parking Lot	Due to the site changes from the construction of Allegany High School at the former Sacred Heart Hospital site, Lions Manor will need additional parking.	Planning	SMW design is approved.	PJD	1/2/2018
2017	26-17-SWM	Greene Street Gas Line	New line by Columbia Gas for Greene Street, Allegany Street and Arnett Terrace	Planning	Columbia Gas project	PJD	2/12/2018
2017	27-17-SWM	Oak Street Gas Line	New Gas line, by Columbia Gas, for portions of Oak, Lamont and Gay Streets	Planning	Columbia Gas project	PJD	2/12/2018
2017	28-17-SWM	Frederick Street Gas Line	New gas line, by Columbia, on portions of Frederick, Linden, Bedford, Marietta, Victoria and other Streets	Planning	Columbia Gas project	PJD	2/12/2018
2017	29-17-UTIL	Asset Management Plan Implementation Utilities		Planning	**UPDATE** Asset Management Program/Capital Improvement implementation. Kick off meetings with the selected consultant started January 4-5. EBA is the awarded consultant. We are in the process of providing information to EBA as part of their grounding analysis. First report expected first part of March 2018.	RJK	2/15/2018
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	**UPDATE** Eight (8) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation.	RJK	2/15/2018
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement		N/A			

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2018	01-18-RE	Constitution Park Pool Slide Resurfacing		N/A			
2018	02-18-RE	Cavanaugh Ball Field Lighting Project		N/A			
2018	03-18-SWM	First People's FCU ATM Site-415 Mechanic St	Site changes involving ATM facility and addition to existing garage, as well as milling and overlaying existing paved surface.	Design	SWM review in progress	PJD	2/12/2018
2018	04-18-SWM	Grand Avenue Gas Line	Columbia Gas project on Grand Avenue	Planning	Columbia Gas project	PJD	2/12/2018
2018	05-18-SWM	WWTP Roof Replacement - Dewatering Building	This project includes replacement of the existing built-up roof system (BUR) at the Dewatering Building for the Wastewater Treatment Plant (WWTP-DB) with a new BUR system. The existing WWTP-DB contains 5 different roof levels, with a combined area of approximately 6,100 SF.	Construction	**NEW** - This project will be this Winter/Spring and go to construction in the Spring	JRD	2/12/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						January 31, 2018	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE 2018 Recycling Calendars are available at City Hall or via the City's website! An error in the calendar was found and corrected in the 1st of January. PR was sent to the Times-News in regards to the error.	RJK	15-Feb-18
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	**NO CHANGE** Information on upcoming Board actions will be noted here!	RJK	15-Feb-18
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	**UPDATE** EPA has implemented a dental category in the pretreatment program. The City has sent out letters to all the dental offices on our system. Certifications will need to be collected from qualifying dental offices (those that remove amalgam) for confirming the installation of amalgam separation equipment. The City received State guidance on this program on November 27th, 2017. Certifications are being received and filed for program compliance.	RJK	15-Feb-18
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	**NO CHANGE** - Renewal application due July 2018.	RJK	16-Feb-18
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**UPDATE** The 2017 year end report was submitted by January 10, 2018. City is limited to 25,000 GPD in new connections. Several demos occurred in 2017 and no increase in new connections was recorded in the 2017 report - actually a loss of connections was recorded (-5,500 GPD).	RJK	15-Feb-18
	WFP	NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	15-Feb-18
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** The January meeting inclueded a presentation by the WPC of the first base-line monitoring event (Oct 2017). Results in Raquel's office.	RJK	15-Feb-18
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**NO CHANGE**	PTE	9-Feb-18
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** Working on updates and corrections based on public meeting comments.	PTE	9-Feb-18

Regular Council Agenda
February 20, 2018

Description
Engineering Department monthly report for January, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for December, 2017

February 20, 2018

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of December, 2017:

Management Information Systems

Statistics

69 completed help desk requests
301 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with HR on job applicant tracking program
- Continued working with NovusAgenda to upgrade electronic agenda system
- Continue to assist CPD with security audits including activating password synchronization system
- Assist CPD with video extraction from crime scene DVRs
- Began examining Parking Violation Systems from RFP
- Worked with Tyler Technologies to upgrade Logos.NET HR/Finance System
- Began working with Sensus to upgrade FlexNet Meter Reading System

Parks and Recreation

Christmas Program for the After School Students

The Cumberland Parks & Recreation Department and the Allegany Museum organized the annual Christmas program for the 21st Century after School Program. Programs were held

Tuesday, December 5, for John Humbird and Northeast Elementary Schools, and Wednesday December 6, for West Side and South Penn Elementary Schools at the Allegany Museum. Tuesday and Wednesday's participants were Grades 1, 2, & 3. Children in grades 4 and 5 visited the museum on Monday, December 11, (John Humbird and Northeast Schools and Tuesday December 12 (West Side and South Penn Schools). Activities for both age groups were related to the Museum's Holiday Theme of "St. Nicholas". The Children also enjoyed having their picture taken with Santa, Mrs. Clause, and Rudolf. They received gifts from Santa and Mrs. Clause at the conclusion of the evening. Volunteers and City Staff working the event included Carol Brown, Dale Burgess, Linda Burgess, Mike Nicholson, Randy Forebeck, Dave Collins and Diane Johnson. Gary Bartak, and Courtney McKay coordinated activities on behalf of the Allegany Museum.
Total attendance for the four-day event was approximately 205 students, plus adult teachers and supervisors.
This event is anticipated each year by the Children and Teachers attending the 21st Century after School Program and enjoyed by all involved.
Co-ed Volleyball League - 6 teams, 50 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown.
The season began on Wednesday November 29, 2017 and continues through April 25, 2018
3 weeks of games – 9 matches – Attendance 150
Field Usage: Complete for the season – no usage
Activities Building used
Cumberland Fire Department's Children Christmas Party on Saturday December 9, 2017

Meetings: December P&R Advisory Board meeting & Holiday party
Planning for after school Christmas Program (as described above)
Meetings related to Fireworks and the New Year's Eve/Ball Drop
Staff meeting
Other items: Request for Quotes for 2018 July 4th Fireworks
Began work on upcoming 2018 season
Upcoming: Recreation Advisory Board Meeting – Monday January 8, 2018
Seasonal employment applications for employment as Lifeguards, cashier checker and Day camp counselors, are available for the 2018 summer season
Constitution Park Pavilion reservations to begin Monday February 8, 2018
Planning for 2018 Spring/Summer/Fall season
Budget request for 2019

Community Development

The Community Development Department reports the following activities for the month of December, 2017:

CODE COMPLIANCE

Building and Code Enforcement Activity:

December: 33 new complaint calls with 13 of those closed. Also closed 9 earlier cases.
FY18 *to date* (July-Dec): 270 complaints with 120 closed. (avg. 47 received/month)

Nuisance & Junk Vehicle		Property Maintenance		Building code	
Reported	30	Reported	6	Reported	0
Closed	11	Closed	0	Issued	0

Housing Code		Zoning	
Reported	6	Reported	2
Closed	2	Closed	1

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	1	Received	9	Received	0
Issued	0	Issued	9	Issued	0

Occupancy Permit
Received: 1
Issued: 1

Housing Inspections
Conducted: 41
Passed: 41

Revenue

Building Permits:..... $185.00
Miscellaneous Permits:..... 200.00
Occupancy Permits:..... 30.00
Utility Permits: 0.00
Reviews, Amendments, and Appeals:..... 0.00
Rental Licenses:..... 350.00
Paid Inspections:..... 25.00
Municipal Infractions: 0.00
TOTAL **$790.00**

Demolition Permit (Bonds)..... 1,500.00

Community Services Activity *(outside normal/daily):*

- Continue to monitor file of complaints received/resulted by Community Development.
- Attended two meetings re: Carver Community Center with CD Programs Mgr. A meeting is being arranged for January to begin new direction and shared interest for Carver.
- FOIA: 100 S. George St.
- Statistics research for Finance re: 2006-17 population, income, housing and households.
- Code compliance "Google" files shared with new staff for work in field.
- Neighborhood outreach:
    - Reached out to each neighborhood group re: upcoming CDBG announcement and shared next meeting with staff.
    - Clean Up & Green Up Program (MET grant) report collection/writing underway. Use of additional funds underway for continued clean up of MD Ave – Baker St area.
    - SCBCA met Dec. 12th with 37 in attendance which included 7 government delegation representatives.
        - Coordinated repair of VA Ave. Christmas lights line short with City crews/lights committee for repair.

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG) Monthly Activity through 12/2017

Activity	*Year*	*Initial Funding*	*Environmental Review*	*Contract*	*Spent*	*Remain*	*% Complete*
Balt/Amtrak Infrastructure Imps; Downtown Benches	2013	$144,151.06	x	x	$138,513.00	$5,638.06	96%
Balt/Amtrk Infrastructure Imps/Mechanic St	2014	$181,820.00	x		$48,300.00	$133,520.00	27%
CNHS Closing Cost Grants	2016	$32,000.00	x	x	$11,212.35	$20,787.65	35%
ADA Sidewalk Improvements - Downtown	2015	$50,000.00	x	x	$18,117.54	$31,882.46	36%
YMCA Rehabilitation Phase 2 (lower	2016	$67,981.00	x	x	$0.00	$67,981.00	0%

Level)							
HRDC Rental Rehabilitation (3)	2016	$24,200.00	x	x	$0.00	$24,200.00	0%
Goethe Street ALU	2016	$138,040.02	underway		$0.00	$138,040.02	0%
Amtrak Phase 2 - Mechanic St.	2016	$97,811.00	x		$0.00	$97,811.00	0%
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	$21,500.00	x	x	$0.00	$21,500.00	0%
Cavanaugh Ballfield - Imps 1	2016	$73,879.00	x	x	$68,879.00	$5,000.00	93%
Denture Clinic 2016	2016	$7,009.89	x	x	$3,950.00	$3,059.98	56%
HRDC Office of Housing Opportunity	2016	$7,000.00	x	x	$6,428.66	$571.34	92%
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	$60,489.21	underway		$0.00		0%
Friends Aware, Inc. Residential Rehabilitation	2017	$49,882.21	underway		$0.00		0%
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	$70,489.21	x	x	$0.00		0%
George St. ADA Sidewalks Project	2017	$50,489.21	underway		$0.00		0%
Community Betterment Sidewalks	2017	$101,489.22	underway		$0.00		0%
Homestead Acquisition	2017	$53,813.29	x	x	$0.00		0%
Family Crises Resource Center Shelter	2017	$10,489.21	x	x	$0.00		0%
HACC Jane Frazier Village Sidewalk Improvements Ph. 2	2017	$30,489.21	x	x	$0.00		0%
Archway Station WRAP Youth Program	2017	$3,096.21	x	x	$0.00		0%

Short Term Prescription program	2017	$7,489.21	x	x	$0.00		0%
Long Term Prescription Program	2017	$15,489.21	x	x	$0.00		0%
Family Junction Parenting Program	2017	$15,489.21	x	x	$0.00		0%
Cavanaugh Ballfield - Imps. 2	2017	$55,489.21	underway		$0.00		0%
Friends Aware, Inc. - Transportation Project	2017	$9,489.21	x	x	$0.00		0%
HRDC Emergency Homeless Prevention Program	2017	$20,489.21	x	x	$0.00		0%
Denture Clinic 2017	2017	$6,489.21	x	x	$0.00		0%
Emergency Dental Access	2017	$10,489.21	x	x	$0.00		0%
Amtrk Infrastructure Improvements Phase 4	2017	$50,489.21	underway		$0.00		0%

Comptroller's Office

Activity Report – December 2017

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of December 2017.

On December 1, 2017 the City had a cash balance of $5.7 million. Disbursements exceeded receipts by $349 thousand in December leaving the City with a cash balance of $5.4 million at December 31, 2017.

As of December 31, 2017, the significant tax receivable balances were as reflected in the table below. The balances prior to FY 2016 are comprised mainly of unpaid personal property taxes. A significant portion of the unpaid personal property taxes are likely uncollectible due to bankruptcies, insolvencies and/or inability to locate owners. Our amnesty program in the

spring of 2017 was modestly successful and we are making a concerted effort to collect the rest, but will be writing off balances in the coming months.

Taxes receivable (General Fund)					$ 3,257,014
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	$ 2,780,484	$ -	$ 637,549	$ -	$ 2,142,935
FY 2017	593,858	-	22,731	-	571,127
FY 2016	279,594	-	14,860	-	264,734
FY 2015	47,536	-	(534)	-	48,070
FY 2014	27,106	-	-	-	27,106
FY 2013	25,553	-	-	-	25,553
FY 2012	29,246	-	-	-	29,246
FY 2011	46,782	-	-	-	46,782
Prior FY's	101,461	-	-	-	101,461
	$ 3,931,620	$ -	$ 674,606	$ -	$ 3,257,014

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

Real property (non-owner occupied)	$ 1,055,519
Non-Corp Personal Property	9,446
Corporate Personal Property	453,680
Real Property (semiannual payments)	624,290
Real Property (Half Year)	-
	$ 2,142,935

January is a 2-pay month so the cash required to meet payroll is an estimated $1,100,000.

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

Cash and Investment Summary
December 31, 2017

	Cash	Investments
Beginning Balance	$ 5,707,413	$ 12,018,791
Add:		
Cash Receipts	5,826,526	-
Investment Transfer	-	-
Less:		
Disbursements	6,175,708	-
Investment Transfer	-	-
Ending Balance	$ 5,358,231	$ 12,018,791
Restricted	$ 398,461	$ 1,101,741

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

Restricted Cash

	12/1/2017	Increase	Utilization	12/31/2017
Police Seizures	$ 153,803	$ 12	$ -	$ 153,815
Bowers Trust	76,750	-	-	76,750
Restricted Lenders	106,341	-	-	106,341
Other	32,614	28,941	-	61,555
	$ 369,508	$ 28,953	$-	$ 398,461

Restricted Investments

	12/1/2017	Increase	Utilization	12/31/2017
DDC	$ 6,662	$ -	$ -	$ 6,662
GOB 2013	$ 1,095,079	$ -	$ -	$ 1,095,079
	$ 1,101,741	$-	$-	$ 1,101,741

Other restricted cash in includes demolition bond deposits held and solicited donations for the Al Albrams Field, a Joe Maphis statute and for a P&R Sound Garden at Constitution Park community projects. The $29,000 increase in restricted cash is due to a transfer of cash held to redeem bonds.

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

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs and projects. There have been no draws since February.

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	12/1/2017	Utilization	12/31/2017
CDA 2014	$ 870,922	$ -	$ 870,922
CDA 2015	2,290,012	-	2,290,012
CDA 2017	786,597	-	786,597
	$ 3,947,531	$ -	$ 3,947,531

CSO Projects (current phase)

	12/1/2017	Utilization	12/31/2017
Evitts Creek Debt	$ 137,303	$ -	$ 137,303
Evitts Creek Grant	-	-	-
WWTP Debt	328,505	24,248	352,753
WWTP Grant	2,299,530	169,736	2,469,266
	$ 2,765,338	$ 193,984	$ 2,959,322

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund ($1.7 million), Water Fund ($207,000) and Sewer Fund ($1.3 million) projects and are available to be drawn as required. The General Fund balance is primarily intended for street paving projects. The Water Fund balance is intended to various treatment plant and waterline improvements. The Sewer bond proceeds balances are primarily intended for Flood Control concrete work and wastewater treatment plant improvements and will be utilized as when the plant evaluation is completed. The CDA 2017 bonds is to finance miscellaneous vehicles and equipment. There were no CDA draws in December.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During December we received $170,000 in BRF grants and incurred new debt of $24,000 on the WWTP CSO project. There was no activity on the Evitts Creek CSO project.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
February 20, 2018

Description
Administrative Services monthly report for December, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

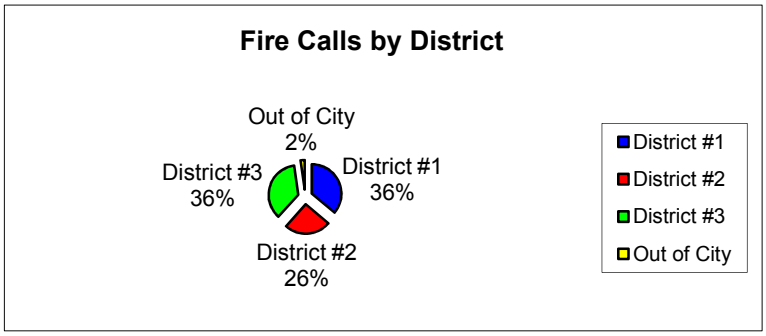
Source of Funding (if applicable)

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

Cumberland Fire Department Responded to 133 Fire Alarms:

Responses by District:

District #1	48
District #2	34
District #3	48
Out of City	3
	133



Number of Alarms:
Regular Alarms Answered 133

Calls Listed Below:
Property Use:

Public Assembly	3
Educational	5
Institutional	11
Residential	70
Stores and Offices	13
None	1
Storage	1
Undetermined	2
Special Properties	27
	133

Type of Situation:

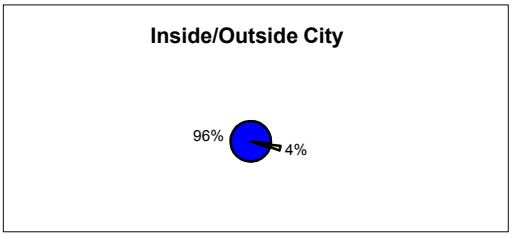
Fire or Explosion	5
Overpressure	1
Rescue Calls	68
Hazardous Conditions	8
Service Calls	14
Good Intent Calls	15
False Calls	22
	133

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	$2,960.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$22,980.00
Fire Service Fees for Fire Calls Paid in January:	$1,600.00
FY2018 Fire Service Fees Paid in FY2018:	$3,720.00
Total Fire Service Fees Paid in FY2018 per MCA:	$5,850.00

Fire Service Fees for Inspections and Permits Billed in January:	$250.00
Fire Service Fees for Inspections and Permits Paid in January:	$200.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$700.00

Cumberland Fire Department Responded to 463 Emergency Medical Calls:

In City Calls	446
Out of City Calls	17
Total	463



Cumberland Fire Department Provided 15 Mutual Aid Calls:

14	Mutual Aid calls within Allegany County
1	Mutual Aid calls outside of Allegany County
15	

Bowman's Addition VFD	5
Cresaptown VFD	8
Flintstone VFD	1
	14
Hyndman, PA Area Rescue Squad	1
	15

Cumberland Fire Department Provided 2 Paramedic Assist Calls:

1	Paramedic Assist calls within Allegany County
1	Paramedic Assist calls outside of Allegany County
2	

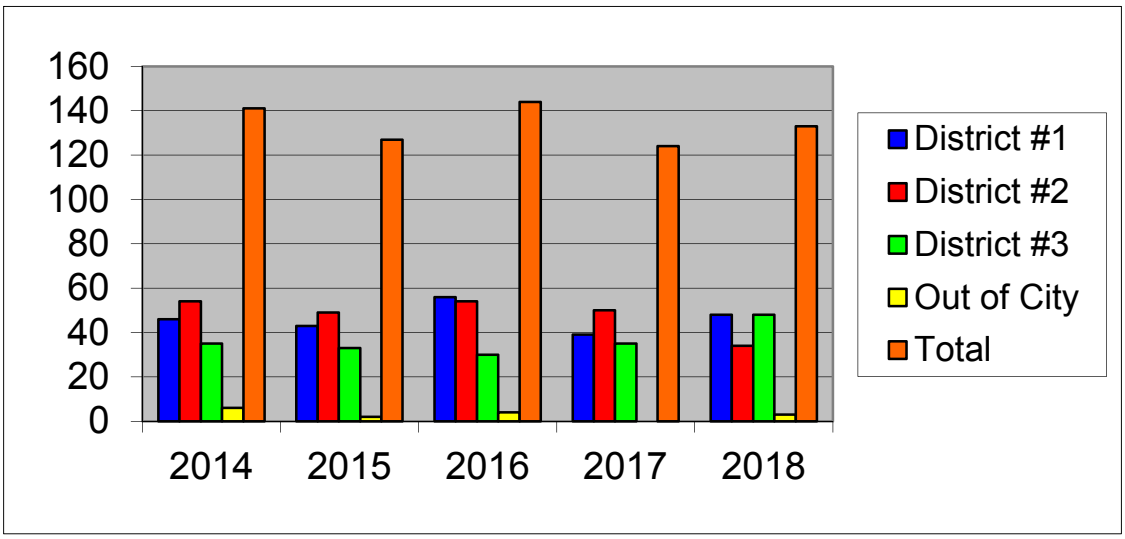
Cresaptown VFD	1
Short Gap, WV VFD	1
	2

Total Ambulance Fees Billed by Medical Claim-Aid in January:	$171,443.40
Ambulance Fees Billed Fiscal Year to Date:	$904,194.90
Ambulance Fees Paid: Revenue received in January:	$104,443.82
FY2018 Ambulance Fees Paid in FY2018:	$472,835.76
Total Ambulance Fees Paid in FY2018:	$633,110.17

(All ambulance fees, previous and current fiscal years, pa paid in FY2018.)

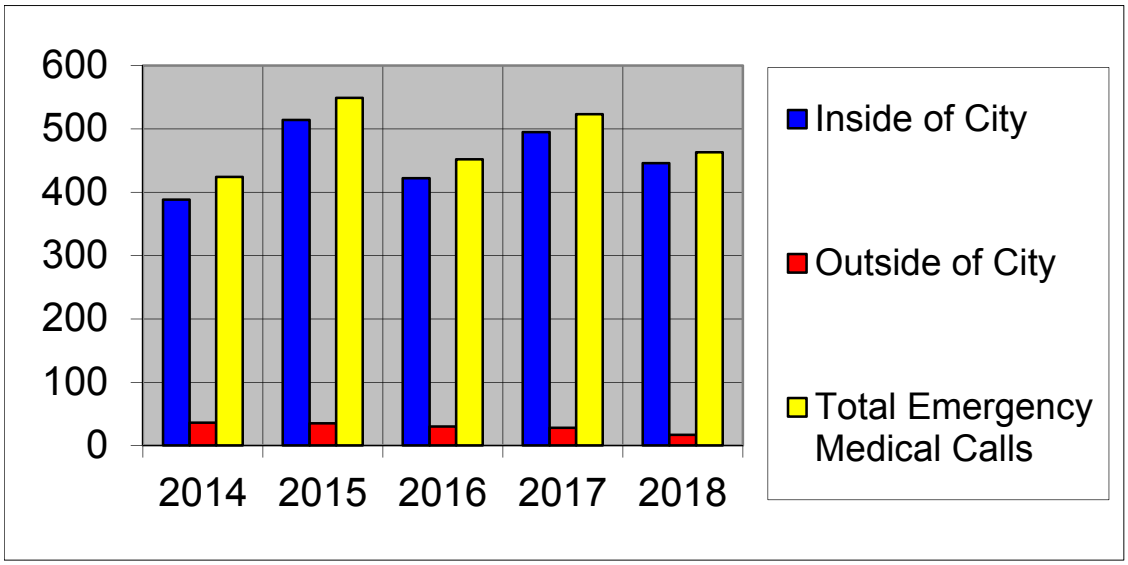
Fire Calls In the Month of January For Five-Year Period

	2014	2015	2016	2017	2018
District #1	46	43	56	39	48
District #2	54	49	54	50	34
District #3	35	33	30	35	48
Out of City	6	2	4	0	3
Total	141	127	144	124	133



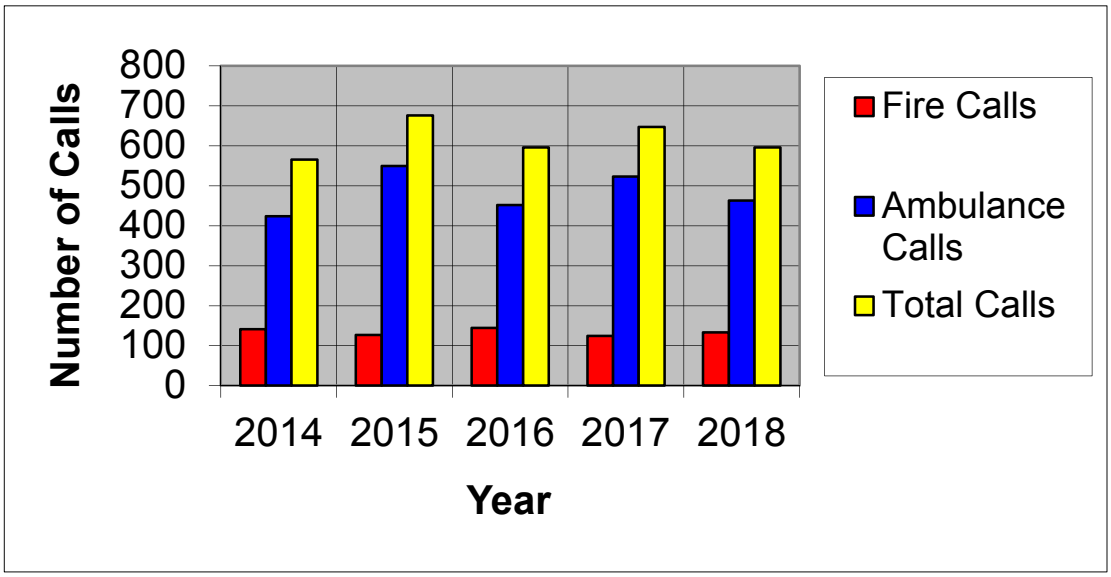
Ambulance Calls in the Month of January for Five-Year Period

	2014	2015	2016	2017	2018
Inside of City	388	514	422	495	446
Outside of City	36	35	30	28	17
Total Emergency Medical Calls	424	549	452	523	463



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

	2014	2015	2016	2017	2018
Fire Calls	141	127	144	124	133
Ambulance Calls	424	549	452	523	463
Total Calls	565	676	596	647	596



Training

Training Man Hours: 103.00

Administrative Policies and Procedures	10.00
Risk Management	1.50
Apparatus Check Procedures	22.00
Annual SCBA Refresher	9.00
Bloodborne Pathogens	50.00
Crew Goals	5.50
Physical Fitness	5.00
	103.00

Fire Prevention Bureau

Complaints Received	3
Conferences Held	85
Correspondence	15
Inspections Performed	21
Investigations Conducted	4
Plan Reviews	2

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
February 20, 2018

Description
Fire Department monthly report for January, 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

Monthly Report

January 2018

City of Cumberland Department of Police

Monthly Report

January 2018

Part 1 Crimes for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Aggravated Assaults	11	6	B & E (All)	32	11	Murder	0	0	Rape	1	3
Robbery	7	2	Theft - Felony	6	7	Theft - Vehicle	0	3			

Selected Criminal Complaints for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Theft - Misdemeanor	37	33	Theft - Petty	55	29	Domestic Assaults	23	26	CDS	80	51
Disturbances	180	139	DOP/Vandalism	30	27	Indecent Exposure	1	2	Sex Off - Other	4	4
Suicide	1	0	Suicide - Attmpt.	1	0	Tampering M/V	0	0	Abuse - Child	0	1
Trespassing	11	13	Assault on Police	2	4	Assault Other	43	35			

Selected Miscellaneous Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alcohol Violations	4	4	Juvenile Compl.	10	7	Missing Persons	7	7	School Resource	78	79
School Threat	0	5	Sex Off. Regist.	14	16	Truancy	5	2	Death Investigation	12	6

Selected Traffic Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
DWI	10	11	Hit & Run	25	13	M/V Crash	68	80	Traffic Stop	406	473

Selected Service Calls for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alarms	59	59	Assist Motorist	36	41	Check Well-Being	125	92	Foot Patrol	34	20
Assist Other Agency	52	73	Bike Patrol	0	0	Special Events	9	1	Suspicious Activity	87	70

Arrests Totals for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
M/V Citations	61	74	M/V Warnings	349	386	Adult Arrests	170	139	Juvenile arrests	27	19

	2017	2018
Total Incidents Reported :	**2,244**	**2,169**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

January 2018

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	4 officers
School Resource	2 officers
Academy	2 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	1 full time
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	2 part time

* = Grant funded ** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 220 HOURS YEAR TO DATE (beginning 7/1/17): 6362 HOURS

COMP TIME USED: 171 HOURS YEAR TO DATE (beginning 7/1/17): 1788 HOURS

SICK TIME USED: 108 HOURS YEAR TO DATE (beginning 7/1/17): 1230 HOURS

OVERTIME REPORT

OVERTIME WORKED: 248 HOURS YEAR TO DATE (beginning 7/1/17): 2495 HOURS

HOSPITAL SECURITY: 120 HOURS YEAR TO DATE (beginning 7/1/17): 977 HOURS

COURT TIME WORKED: 165 HOURS YEAR TO DATE (beginning 7/1/17): 746 HOURS

TRAINING REPORT

54 OFFICERS ATTENDED 12 TRAINING SESSIONS FOR A TOTAL OF 137 HOURS

Regular Council Agenda
February 20, 2018

Description
Police Department monthly report for January, 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

WORK SESSION

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

Wednesday, December 13, 2017
4:00 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; downtown stakeholders

I. SPECIAL TAXING DISTRICT / DOWNTOWN DEVELOPMENT COMMISSION

Mayor Grim opened the meeting by stating that this was an opportunity for Council to talk about the future of the Special Taxing District. Councilman Bernard stated that business owners and stakeholders had been encouraged to attend so that Council could hear their views on the matter before making a decision. He added that he had tried personally to talk with as many business and property owners as possible over the past few weeks.

Mayor Grim discussed that the Special Taxing District was originally created to pay off the bond that was taken to build the mall and cover on-going maintenance. Maintenance included not only taking care of the bricks and infrastructure, but also decorating, bringing in events, etc. The Mayor has found that most people want to keep both the special tax for the mall because they want the enhanced services that come with the special tax. Improvements to Baltimore Street were currently being discussed so it was a good time for this discussion, though the topic of whether to keep the DDC was challenging. The Mayor stated that he felt the DDC was necessary, but he also wanted to hear from the tax payers. He stated that cuts to the tax would mean cuts to the services provided in the district and questioned who would step up to remove the snow, take care of the planters, put up the holiday lights, etc. He suggested using hotel/motel funding, but balancing the funding across the needs of the community was an on-going challenge.

Councilman Cioni stated that the DDC and the Special Taxing District were intertwined, and he felt now was not the time to abolish either with the pending reconstruction of Baltimore Street. He agreed that there were many more issues involved in the "maintenance" of the mall, other than snow removal.

Councilman Frazier stated that he has learned that the DDC has done a good job. He understands that the DDC has control of the special tax revenues and he would like to see it continue on an interim basis at least until the improvements were made.

Councilman Caporale stated that he would like to see a significant tax cut in the special taxing district, with some tax funds being kept in place for maintenance. He stated he felt the DDC should stay on as an advisory commission to the Mayor and Council in light of the pending redevelopment of the mall and the new vision for it.

Ed Mullaney discussed that it may be time to reevaluate the special tax but that this was not necessarily the time to pull the plug on it. He noted that the secondary district paid special taxes as well, though did not receive the benefit of snow plowing, planting flowers, etc. He suggested that there should only be one district rather than two and that the district should be broadened. He noted there were other downtowns that did not have special taxing districts yet had snow removal and special events. Mullaney stated that Cumberland's Main Street Program was important for outreach and comparison.

Dave Romero stated that at the last DDC meeting, there were a number of stakeholders at the meeting and the topic was the future of the DDC. He thought all were on the same page at that meeting and showed a spirit of flexibility and openness to making changes to the DDC such as streamlining and modifying the tax, but in a thoughtful and controlled manner over a period of time. He stated the DDC had been in agreement to move forward with the hiring of a new executive director for at least an 18-24 month timeframe to get through the period of change that would be coming with the redesign of the mall.

Councilman Bernard stated that he felt the general sentiment of Council was that it was not the right time to change the DDC because of the pending redevelopment.

Councilman Caporale stated that even if the mall were to be completed tomorrow, the DDC was still of value. He just preferred to see the tax rate cut.

There was discussion regarding the creation of the Special Taxing District and the fact that Cumberland's district was unique because it had been grandfathered in and did not have a sunset clause and therefore could be retained forever. Sandi Saville discussed legal details of the district. Rhodes noted that Mike Cohen, City Solicitor, would need to advise as to whether the City could manipulate the district and the tax and to what level.

Dave Love stated that the downtown had entered the Main Street program in 1998 and this type of program can typically be self-sustaining, which should be the goal of Cumberland's district. The immediate need, however, was to get through this period of change. He further noted that there had been several property sales in the downtown recently, so the special tax apparently had not deterred them.

Mayor Grim stated that the downtown also provides benefits to the rest of Cumberland's citizens and suggested guaranteeing the DDC a set amount each year from the General Fund even if assessments declined, to allow for the continuity of maintenance and events without the stress of the DDC's fund raising each year. He stated the downtown was the keystone to the community in many ways. Mr. Rhodes stated he would be uncomfortable with such a guarantee.

Sandi Saville discussed that the City had given the DDC additional funds once it had been determined that the DDC's employees had to be provided certain benefits. She stated that the downtown needed to be an economic driver and provide a reason for people to come here to live. The downtown was more than just the storefronts on the bricks; with the Footer building pending and the potential river walk project, it was set to take off. She petitioned for Council to wait to do away with the special tax or change the Main Street model until some of these changes took place. She further discussed that the DDC was poised to hire a new executive director but were hesitant to bring someone on board without knowing if the DDC was going to continue to exist.

Mayor Grim stated that the DDC needed to move forward with hiring an executive director. Councilman Cioni stated that he was comfortable that the DDC would be in place at least 2 years before changes were made.

Councilman Caporale inquired as to why the stakeholders did not want a reduced tax. Dave Romero stated that there was openness to reduce or eliminate the tax, but it needed to be done with more discussion so that the downtown remained successful. Ed Mullaney agreed that a reduced tax would be nice, but not at the expense of moving backwards.

Jeff Rhodes discussed aspects of the Maryland Main Street program and suggested that it may be time to go back to the volunteer committee approach used by that program. Ed Mullaney discussed the City's history with the program, being one of the original five members, and funding that was made available to members.

CONSENSUS:
Jeff Rhodes stated that Council had provided a consensus to proceed with the hiring of an executive director for the DDC. He recommended that all involved digest the comments put forth this evening and have another forum at a later date if necessary. He stated that the DDC was clearly more comfortable bringing a director on board and that the hiring had been held up initially because the City had been trying to benchmark a standard salary range for the position. Sandi Saville noted that the position would be based on forty hours a week with benefits.

Mayor Grim encouraged the public to submit written comments on the proposed Baltimore Street Redesign Project.

XII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:00 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

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: January 2, 2018

I. Pledge of Allegiance

II. 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; Charles Hinnant, Police Chief; Donald Dunn, Fire Chief; Marjorie Woodring, City Clerk

III. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - approving Zoning Text Amendment No. 1206 to amend the Use Regulations Table in Section 6.02 of the Zoning Ordinance to allow general restaurants and fast food restaurants without drive-thru service as permitted uses in the Residential-Office (R-O) Zone and allowing fast food restaurants with drive-thru services as conditional uses in the Residential-Office (R-O) Zone

   SECOND READING: Mr. Rhodes provided background on the Ordinance. The Ordinance was then presented in title only. The reading was interrupted and motion to suspend the second reading and proceed to the third after comment was made by Caporale, seconded by Frazier, and passed on a vote of 5-0.

   Kenneth Wilmot, 513 Fort Avenue, questioned whether fast food restaurants would be allowed in any residential area and Mr. Rhodes advised that they would only be allowed in residential/office districts. With no further comments, the Ordinance proceeded to its third reading.

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

ORDINANCE NO. 3828

IV. New Business

(A) Resolutions

1. Resolution granting the Western Maryland Scenic Railroad Development Corporation a property tax credit for the tax year 2017-2018

   Mr. Rhodes introduced the Resolution.

   The Resolution was presented in title only and Mayor Grim called for questions or comments.

   Motion to approve the Resolution was made by Bernard, seconded by Caporale, and passed on a vote of 4-0 with Frazier abstaining from vote due to his position on the Western Maryland Scenic Railroad Board.

   RESOLUTION NO. R2018-01

(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 1-3 was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

1. Order authorizing execution of an Agreement for Legal Services with Kaplan Kirsch Rockwell, LLC, Attorneys at Law, for the provision of advice and counsel with respect to issues that have arisen with CSX Transportation, to be effective retroactive to November 1, 2017

   ORDER NO. 26,228

2. Order accepting the return of a 1950 Mack Fire Engine (VIN #85LS1481) from the Allegany Museum (originally donated January 5, 2010), re-declaring it as surplus equipment, and authorizing it for sale or trade-in

   ORDER NO. 26,229

3. Order approving the award of $10,000 in Community Legacy-funded Central Business District Facade Improvement Program funds to the Center City Parking Garage Project for exterior work

   ORDER NO. 26,230

V. Public Comments

Kenneth Wilmot, 513 Fort Avenue, discussed concerns with the Washington Street bridge. He stated he did not like the bridge design that was proposed in the paper and felt the design

needed to conform to the historic code. Mr. Rhodes advised that infrastructure did not have to comply with historic code. Wilmot suggested making the bridge one way, putting in another steel bridge, and salvaging the steel from the old bridge.

Terry Murphy, 412 and 706 Washington Street, discussed concerns regarding the closure of the Washington Street bridge. He stated he and several others in attendance felt the matter was urgent as it concerned a primary street, and needed to know what was being done to resolve the problem. Mayor Grim discussed that the City did not believe the bridge belonged to the City and the burden was instead that of CSX's, but there had been meetings with CSX, State and Federal representatives, and other local partners seeking solutions and collaboration. He stated the City felt there should be three bridges on the West Side and they needed to be vehicular not just pedestrian. He advised there was the possibility of obtaining federal funds to help with the repairs if the City were to take ownership of the bridge, but that also meant the City would be strapped with maintenance indefinitely. Mr. Rhodes advised that staff was trying to arrange a meeting for the following week with CSX.

All public comments are limited to 5 minutes per person

VI. Adjournment

With no further business at hand, the meeting adjourned at 6:30 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
February 20, 2018

Description

Approval of the Work Session Minutes of December 13, 2017 and the Public Session Minutes of January 2, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 20, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING TO CUMBERLAND HOUSING ALLIANCE, INC. CERTAIN SURPLUS REAL PROPERTY IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, TO-WIT: 32 VIRGINIA AVENUE, 34 VIRGINIA AVENUE, 321-323 PENNSYLVANIA AVENUE AND 325 PENNSYLVANIA AVENUE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the properties identified in the titling of this Ordinance;

WHEREAS, the said properties were declared to be surplus property under the terms of Order No. 26,222, passed by the Mayor and City Council on December 19, 2017;

WHEREAS, by correspondence dated December 1, 2017, Cumberland Housing Alliance, Inc. requested that the City donate the properties to it so that it could redevelop them in a manner which is consistent with its mission to eliminate blighted housing, provide new affordable housing in the City, increase the City's tax base, and improve the appearance of City neighborhoods; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to make the requested donation.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute a Deed in the form attached hereto as Exhibit A in order to convey the real property described in the title of this Ordinance and more particularly described in the Exhibit A attached hereto to

Cumberland Housing Alliance, Inc. for the purchase price of $0.00;

SECTION 2: AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute such other documents as may be required or expedient for the purpose of facilitating and completing the conveyance; and

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

DEED ONLY – NO TITLE SEARCH

THIS QUITCLAIM DEED, made this ____ day of _____, 2018, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the first part, and **Cumberland Housing Alliance, Inc.**, a Maryland nonprofit corporation, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars ($0.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto the party of the second part, its successors and assigns, all of the party of the first part's right, title, interest and estate in and to the following described properties, to wit:

32 Virginia Avenue

ALL that certain lot or parcel of land lying and being in the City of Cumberland, in Allegany County, State of Maryland, and known as Lot No. 227 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same on the East side of Virginia Avenue at the end of the first line of Lot No. 226 in said Addition, and running thence with the East Side of Virginia Avenue, South 18 degrees 34 minutes West 40 feet, thence at right angles with Virginia Avenue and parallel with First Street, South 71 degrees 26 minutes East 116-5/12 feet to Flora Alley, thence with said Alley, North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 226, thence with said line reversed North 71 degrees 26 minutes West 116-5/12 to the place of beginning.

IT BEING the same property which was conveyed from Judith Yaider AKA Judith A. Yaider, Donna Lee Struntz and John William Wilson, Jr. to Mayor and City Council of Cumberland by deed dated April 26, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2301, Page 235.

34 Virginia Avenue

ALL that lot, piece or parcel of ground situated on the easterly side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, known and designated

as Lot No. 228 in the Cumberland Improvement Company's Southern Addition to Cumberland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly side of Virginia Avenue at the end of the first line of Lot No. 227 in said addition and running then with Virginia Avenue South 18 degrees 34 minutes West 50 feet, then running parallel with First Street South 71 degrees 26 minutes East 116-5/12 feet to the westerly side of Flora Alley, then with said alley North 18 degrees 34 minutes East 50 feet to the end of the second line of said Lot No. 227, and then with said second line reversed North 71 degrees 26 minutes West 116-5/12 feet to the place of beginning.

IT BEING the same property which was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to Mayor and City Council of Cumberland by deed dated December 29, 2016 and recorded among the Land Records of Allegany County, Maryland in Book 2274, Page 150.

321-323 Pennsylvania Avenue

ALL that lot, piece or parcel of land situate, lying and being on the Westerly side of Pennsylvania Avenue, in Election District No. 4 of Allegany County, Maryland, and known and designated as a part of Lots Nos. 148 and 149 in Laing's Second Addition to Cumberland, Maryland, and which said parcel of land is known as Nos. 321 and 323 Pennsylvania Avenue, Cumberland, Maryland, and more particularly described as a whole as follows, to-wit:

BEGINNING for said parcel of land at a stake standing at the end of 29 feet 8-1/2 inches on the first line of the whole parcel of which this was a part, as said parcel was conveyed to George L. Carney and Loretta M. Carney by deed dated March 24, 1944 and recorded in Deed Book 199, page 67; said stake also standing at the end of the first and the beginning of the second line of that certain property which was conveyed by George L. Carney and Loretta M. Carney to Ivan L. Crawford, et ux, by Deed dated June 3, 1960 and which said deed is recorded among the Land Records of Allegany County, Maryland in Deed Book 322, page 289; and thence running with a part of the first line of the whole parcel of which this was a part and with the Westerly side of Pennsylvania Avenue, South 14 degrees 10 minutes West 28 feet, 11 inches, more or less, to a stake standing at the beginning of the fourth line and the end of the third line of that property which was conveyed by George L. Carney and Loretta M. Carney to Willis O. Goff and Betty H. Goff by Deed dated October 21, 1960 and which said deed is recorded among the Land Records of Allegany County, Maryland, in Deed Book 327, page 467, thence running with the third line of the said Goff deed reversed, North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley to a stake standing at the end of 27 feet 4 inches in the third line of the whole parcel of which this was a part; thence running with a part of the said third line, North 14 degrees 10 minutes East 28 feet 11 inches, more or less, to a stake standing in said line; said stake being at the end of the second and the beginning of the third line of that parcel hereinbefore referred to which was conveyed to Ivan L.

Crawford, et ux; thence running with the second line of said Crawford parcel reversed, South 75 degrees 50 minutes East 100 feet to the BEGINNING.

IT BEING the same property which was conveyed from Robert Conteh to Mayor and City Council of Cumberland by deed dated April 11, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2290, Page 427.

325 Pennsylvania Avenue

ALL that lot, piece or parcel of land situate, lying and being in Election District 4 of Allegany County, Maryland, being on the Westerly side of Pennsylvania Avenue, and known and designated as the whole of Lot 150 and the contiguous 2 feet 4 ½ inches of Lot 149 in Laing's Second Addition to Cumberland, Maryland, and which parcels are more particularly described as a whole as follows:

BEGINNING for said lot on the Northerly side of Fourth Street at its intersection with the Westerly side of Pennsylvania Avenue, and being the end of the first line of the whole parcel of which this is a part; thence running with the Northerly side of Fourth Street, North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley; then with a part of the third line of the whole parcel of which this is a part and with said alley, North 14 degrees 10 minutes East 27 feet 4 ½ inches to a stake; thence constructing a new line over and across Lot 149, South 75 degrees 50 minutes East 100 feet to a stake standing on the Westerly side of Pennsylvania Avenue; said stake standing 58 feet 7 ½ inches from the beginning of the first line of the whole parcel of which this is a part; thence running with the remainder of the first line South 14 degrees 10 minutes West 27 feet 4 ½ inches to the place of beginning.

IT BEING the same property which was conveyed from Gary L. Murphy to Mayor and City Council of Cumberland by deed dated April 21, 2017 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 2301, folio 163.

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

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

1. The party of the second part shall construct at least 1 single family home or duplex dwelling on each of the properties identified above, i.e. (a) 32 Virginia Avenue, (b) 34 Virginia Avenue, (c) 321-323 Pennsylvania Avenue, and (d) 325 Pennsylvania

Avenue (hereinafter collectively referred to as the "Properties" and individually referred to as the "Property"). The party of the second part shall be responsible for completing the construction of the said structures and obtaining occupancy permits therefor no later than January 31, 2023.

2. The party of the second part shall diligently pursue the completion of the work described above, it being understood that 1-2 structures will be constructed at a time and thereafter sold, with the process repeating until such time as the party of the second part's obligations as described in paragraph 1 above are completed.

3. The party of the first part and its designees shall have the right to inspect the Properties from time to time in order to ensure that the work described in paragraph 1 above is progressing and is being performed and completed in the manner described herein; provided, however, that the party of the first part shall endeavor to give the party of the second part no less than seventy-two (72) hours advance notice of any such inspections. The party of the second part shall fully cooperate with the party of the first part and its designees in regard to the scheduling and conduct of the inspections.

4. The party of the second part may not convey any Property or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the conditions set forth in paragraph 1 are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

5. In the event any Property is not reconveyed to the party of the first part by January 31, 2025 in accordance with the hereinafter set forth provisions, the party of the

first part shall forfeit its hereinafter-described rights of reverter and the covenants and agreements in these numbered paragraphs shall terminate.

6. Should the party of the second part fail to comply with the terms and provisions of paragraphs 1-3 hereinbefore as to any Property, the title to that Property shall immediately and without the necessity of any further action on the part of the party of the first part, revert and revest in the party of the first part, and the party of the second part shall lose and forfeit all of its rights, title and interest in and to the said Property and the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the party of the first part shall have the right of re-entry to the said Property.

7. In furtherance of the terms and provisions set forth in the preceding paragraph, the party of the second part, hereby appoints Jeffrey D. Rhodes, City Administrator of the City of Cumberland, and his successor City Administrators, its true and lawful attorneys-in-fact, with full power of substitution, hereby granting them full power and authority for it and in its stead to execute and deliver a deed or deeds for any, all or less than all of the Properties to the party of the first part and to do any and all acts required in order to effect the said conveyance(s) in the event the party of the second part fails to comply with the aforesaid terms and conditions. Except as otherwise provided in paragraph 5 hereinbefore, the terms and provisions of this paragraph shall not be subject to revocation except upon the written consent of the party of the first part.

8. Once the party of the second part satisfies its obligations as described in paragraph 1 as to any Property, upon its request, the party of the first part shall deliver a

deed or other written instrument to the party of the second part which shall effect the surrender of the rights of reverter as described herein.

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

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

WITNESSES FOR CUMBERLAND HOUSING ALLIANCE, INC.:

CUMBERLAND HOUSING ALLIANCE, INC.

_____
Witness signature

By:_____(SEAL)
Steven J. Kesner, President/Chief Executive Officer

_____
Witness printed name

_____
Witness address

_____
Witness signature

_____
Witness printed name

_____
Witness address

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $0.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Steven J. Kesner**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President and Chief Executive Officer of Cumberland Housing Alliance, Inc., a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

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

_____
MICHAEL SCOTT COHEN

Regular Council Agenda
February 20, 2018

Description

Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to convey to Cumberland Housing Alliance, Inc. certain surplus property known as 32 Virginia Avenue, 34 Virginia Avenue, 321-323 Pennsylvania Avenue, and 325 Pennsylvania Avenue to be used in the Cumberland Housing Revitalization Program

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) A CONTRACT FOR EXCHANGE OF REAL ESTATE FOR THE EXCHANGE OF CERTAIN SURPLUS REAL PROPERTY AND IMPROVEMENTS THEREON OWNED BY MAYOR AND CITY COUNCIL OF CUMBERLAND LOCATED AT 408 BROADWAY STREET, CUMBERLAND, MD 21502 FOR THE REAL PROPERTY AND IMPROVEMENTS THEREON OWNED BY DAVID LESLIE SPIKER AND LINDA LEE SPIKER LOCATED AT 624 MARYLAND AVE, CUMBERLAND, MD 21502, (2) A DEED FOR THE PURPOSE OF CONVEYING THE PROPERTY LOCATED AT 408 BROADWAY STREET TO THE SPIKERS, AND (3) SUCH SUPPLEMENTAL DOCUMENTS AS MAY BE REQUIRED TO EFFECT THE TRANSACTION CONTEMPLATED BY THE SAID CONTRACT FOR EXCHANGE OF REAL ESTATE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 408 Broadway Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,224, passed by the Mayor and City Council on December 19, 2017;

WHEREAS, David Leslie Spiker and Linda Lee Spiker are the fee simple owners of a certain parcel of real property and the improvements thereon located at 624 Maryland Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the Spikers desire to exchange the real property and improvements thereon located at 624 Maryland Avenue for the real property and improvements thereon located at 408 Broadway Street as an even trade pursuant to

the terms of a Contract for Exchange of Real Estate, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into said Contract for Exchange of Real Estate in that: (i) the real property and improvements thereon located at 408 Broadway Street are in poor condition and in need of repair and the Spikers intend to make those repairs; and (ii) the real property and improvements thereon located at 624 Maryland Avenue are in a similar condition and obtaining title to that property will enable the City to demolish the improvements thereon.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract for Exchange of Real Estate attached hereto as Exhibit A;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a similar form, conveying the real property and improvements thereon located at 408 Broadway Street, Cumberland, MD 21502 to David Leslie Spiker and Linda Lee Spiker in exchange for the Spikers' conveyance of the real property and improvements located at 624 Maryland Avenue to Mayor and City Council of Cumberland;

SECTION 3: AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute a HUD-1 or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the transactions contemplated by the terms of the Contract for

Exchange of Real Estate attached hereto as Exhibit A and he is further authorized to deliver the deed executed by the Mayor and City Clerk to the Spikers at the said closing; and

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

Passed this ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

CONTRACT FOR EXCHANGE OF REAL ESTATE

CONTRACT FOR EXCHANGE OF REAL ESTATE

THIS CONTRACT FOR EXCHANGE OF REAL ESTATE ("Contract") is made by and between MAYOR AND CITY COUNCIL OF CUMBERLAND (the "City"), a Maryland municipal corporation, and DAVID LESLIE SPIKER and LINDA LEE SPIKER (the "Spikers") and is effective as of the date it is fully executed by the parties hereto, the said date hereinafter being referred to as the "Effective Date."

Section 1. DEFINITIONS.

1.1 "624 Maryland" means the real property and the improvements thereon located at 624 Maryland Avenue, Cumberland, MD 21502 which are presently owned by the Spikers and are more particularly described in the deed from Paul Allen Judy and Vera Lorraine Judy to the Spikers dated June 9, 1978 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Deed Liber 501, folio 786.

1.2 "408 Broadway" means the real property and the improvements thereon located at 408 Broadway Street, Cumberland, MD 21502 which are presently owned by the City and are more particularly described in the deed from Kenneth R. Tressler, Collector of Taxes, City of Cumberland, Maryland to the City dated May 31, 2016 and recorded among the Land Records in Book 2237, Page 121.

1.3 "Closing" means the consummation of the property transfers contemplated by the terms of this Contract.

1.4 "The Date of Closing" means the date listed in Section 7.1 of this Contract or, if modified pursuant to the terms of this Contract, the actual date on which the matters described in Section 7 are performed.

1.5 "Encumbrance" means any mortgage, judgment, lien, security interest, charge or other encumbrance except (a) any use and occupancy restriction of public record, privately or governmentally imposed, and generally applicable to properties in the immediate neighborhood of the Property; (b) publicly recorded easements for public utilities; and (c) other easements which may be observed by an inspection of the Property.

Section 2. AGREEMENT OF EXCHANGE.

The City agrees to transfer 408 Broadway to the Spikers in exchange for the Spikers contemporaneously transferring 624 Maryland to the City.

Section 3. CONSIDERATION.

No consideration shall be payable from either party to the other in connection with transactions contemplated by the terms of this Contract. The exchange of the properties and the parties' covenants and agreements relative thereto constitute the sole consideration under this Contract.

Section 4. WARRANTIES AND CONDITION OF TITLE.

4.1 Title to 408 Broadway and 624 Maryland shall be good and merchantable and free of all Encumbrances.

4.2 If any title defect is revealed that causes either 408 Broadway or 624 Maryland to be unmerchantable and to which the transferee of that property objects, the provisions of this section 4.2 shall apply.

4.2.1 If the title defect consists of an Encumbrance, which can be satisfied by the payment of a certain sum, the transferor of that property may elect to pay the Encumbrance and proceed to closing or cancel this Contract.

4.2.2 If the Encumbrance is not such that it can be satisfied by the payment of a certain sum, the transferor of that property may elect to satisfy the Encumbrance, in which event the Date of Closing may be postponed for a period not to exceed thirty (30) days, except upon the written consent of the parties, to enable the transferor to satisfy the Encumbrance. If the Encumbrance cannot be satisfied on or before the Date of Closing and if the transferor either does not elect to satisfy the Encumbrance, or, having so elected, fails to do so, the transferee may either accept the property with the Encumbrance against it or cancel this Contract.

4.2.3 In the event a title defect is discovered by either party, written notice of that defect and the manner in which the party discovering the defect wishes to proceed in regard to the matters addressed in Section 4.2.1 and 4.2.2 above must be provided to the other party no later than fifteen (15) days from the Effective Date. Any party who fails to provide this written notice in a timely manner shall have waived their rights under Section 4.2 of this Contract.

4.3 The City makes no representations or warranties concerning the condition of 408 Broadway. The Spikers acknowledge they have had the opportunity to inspect 408 Broadway and they agree to accept it in its "as is" condition as of the Date of Closing.

4.4 The Spikers make no representations or warranties concerning the condition of 624 Maryland. The City acknowledges that it has had the opportunity to inspect 624 Maryland and it agrees to accept it in its "as is" condition as of the Date of Closing.

Section 5. RISK OF LOSS.

Until such time as the Spikers take pre-settlement occupancy of 408 Broadway as provided for in Section 6 hereinafter, risk of loss for that property resides with the City. Until such time as Closing is completed, risk of loss for 624 Maryland resides with the Spikers. If 408 Broadway is substantially damaged or destroyed during the time prior to the Spikers' pre-settlement occupancy, their sole and exclusive remedy shall be the cancellation of this Contract. If 624 Maryland is substantially damaged or destroyed during the time prior to Closing, the City sole and exclusive remedy shall be the cancellation of

this Contract. Upon the cancellation of this Contract, the parties hereto shall be released from any further obligations hereunder.

Section 6. PRE-SETTLEMENT OCCUPANCY OF 408 BROADWAY.

6.1 The Spikers shall have the right to occupy 408 Broadway prior to the Date of Closing. Said occupancy shall be solely for the purpose of renovating the property in order to render it fit for their desired residential occupancy. The Spikers may not move their personal property, take up residence in, or permit 408 Broadway to be utilized for residential purposes until such time as Closing is completed.

6.2. The Spikers shall provide written notification to the City of the date they wish to take pre-settlement occupancy of 408 Broadway. They may not take such occupancy until that notice has been delivered to the City, said delivery to be made to Marjorie Woodring, Assistant City Administrator, at City of Cumberland, 57 N. Liberty Street, Cumberland, MD 21502.

6.3 The Spikers shall obtain comprehensive general liability insurance coverage for 408 Broadway, naming the City as an additional insured, in a form and substance reasonably acceptable to the City, said coverage effective at the start of their pre-settlement occupancy. They shall provide proof of this coverage to the City prior to the submission of the written notification provided for in the preceding paragraph.

6.4. The City will deliver possession of 408 Broadway to the Spikers on the date provided in the written notice referenced in Section 6.2 above in its "as is" condition. Upon taking possession, the Spikers agree that all provisions of this Contract relating to the condition of the property have been satisfied and they waive all rights granted hereunder relative to that condition.

6.5. Any and all renovations made to 408 Broadway in advance of Closing shall be performed at the Spikers' sole risk and expense. In the event this Contract is cancelled or terminated or Closing does not take place for any reason, the Spikers shall not be entitled to reimbursement or indemnification for the costs of any improvements made or any equipment or fixtures installed at 408 Broadway. Further, the City may require them to return the property to the condition is was in prior to their pre-settlement occupancy or it may otherwise require them to secure it such that it is not open and accessible.

6.6. The Spikers' pre-settlement occupancy of 408 Broadway shall be upon all of the terms, covenants and conditions stated below:

(a) They shall pay when due all charges for heat (including heating oil), gas, electricity, water, or sewer service charges used on the property. If they fail to pay any such charges, such failure shall constitute a default under this Contract and the City, in its discretion, may pay these charges and the Spikers shall indemnify it therefor, together with a surcharge equal to fifty percent (50%) of said charges.

(b) The Spikers will use the property in a careful manner and all electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall be carefully used for their respective legitimate purposes only.

(c) The Spikers shall be obligated to make all repairs and replacements to the property so as to maintain it in no less of a satisfactory condition than it was in on their date of occupancy.

(d) The Spikers will indemnify and save the City harmless against and from any and all liability arising from injury to person or property occurring at or on the property after the date they take possession of it. The City shall not be liable for any loss of property by theft or otherwise occurring at or on the property after the Spikers take possession of it and they shall indemnify and save the City harmless for any such loss or theft.

(e) If the Spikers breach any term, covenant or condition of this Section 6, the City may: (1) re-enter the property and terminate this Contract in accordance with the applicable provisions of law; (2) bring summary proceedings to evict the Spikers and impose rent in the amount of $800.00 per month for any period of time the Spikers retain possession of the property after they were notified of their default; or (3) pursue any other remedy available to the City at law or in equity. In the event they breach any term, covenant or condition of this Section 6, the Spikers shall be liable to the City for the reasonable attorneys' fees it incurs as a result of said breach.

Section 7. CLOSING

7.1 Closing shall be not later than forty-five (45) days from the date of the City's passage of an ordinance authorizing the consummation of the transaction described in this Contract. It is understood that, as a condition precedent to the approval of this Contract, the City must declare 408 Broadway to be surplus property and wait a minimum of twenty (20) days before proceeding with the passage of an ordinance authorizing the execution of this Contract and the deed effecting the conveyance of 408 Broadway to the Spikers and further authorizing the consummation of the transactions contemplated by the terms of this Contract. Both the entry of the order declaring 408 Broadway to be surplus property and the passage of the ordinance will be addressed during the course of the City's bi-weekly regular meetings.

7.2 At Closing, the City shall deliver to the Spikers a quitclaim deed in recordable form conveying fee simple title to 408 Broadway to the Spikers.

7.3 At the Closing, the Spikers shall deliver to the City a quitclaim deed in recordable form conveying fee simple title to 624 Maryland to the City.

Section 8. ADJUSTMENTS AND ALLOCATIONS.

8.1 State, county and municipal taxes and water and sewer service charges and other public charges with respect to 408 Broadway, if any, shall be apportioned to the date of Closing, and will be assumed and paid thereafter by the transferee. The transferor shall be responsible for the portion of said costs that accrued prior to and through the Date of Closing. The City shall abate the taxes due on 624 Maryland and will seek abatement of the taxes due to the County and shall pay the unabated portion of those taxes.

8.2 Section 14-104 of the Real Property Article of the Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local transfer tax shall be shared equally between the buyer and seller. Accordingly, recordation and transfer taxes imposed for the recording of the deeds conveying title to the properties shall be payable equally by the City and the Spikers as to each property. The City shall pay the recordation fee for the recordation of the deed for 624 Maryland and the Spikers shall pay the recordation fee for the recordation of the deed for 408 Broadway.

Section 9. NOTICE OF DISCLOSURE OR DISCLAIMER STATEMENTS.

Under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

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

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

( ) Property Disclosure Statement

(X) Property Disclaimer Statements for each property attached hereto collectively as Exhibit 1.

Section 10. LEAD PAINT HAZARDS.

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

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement. Lead-Based Paint Disclosure Forms for 408 Broadway and 624 Maryland are attached hereto and incorporated by reference herein collectively as Exhibit 2.

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

The parties hereto each represent and warrant to the other intending that other rely upon such warranty and representation, that the properties which are the subject of this Contract were constructed prior to 1978. The parties hereto agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by the parties. The parties hereto represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. The parties acknowledge by their respective initials below that they have read and understand the provisions of this Section 9.

_____ City's Initials _____ _____the Spikers' Initials

Section 11. DEFAULT.

If either party defaults under the terms of this Contract, the other party may exercise any available remedy, legal or equitable in nature, in order to seek redress. In the event either party institutes litigation to enforce the terms of this Contract, the prevailing party in such litigation shall be entitled to judgment

for the reasonable legal fees, court costs and litigation expenses he/it incurred in enforcing the terms of this Contract.

Section 12. MISCELLANEOUS.

12.1 Time is of the essence under each of the terms of this Contract.

12.2 This Contract, covering real property located in the State of Maryland, shall be construed according to Maryland law.

12.3 This Contract shall bind upon and run to the benefit of its parties, and their respective heirs, personal representatives, successor and/or assigns.

12.4 Neither party may assign his/its rights under this Contract except upon the written consent of the other party.

12.5 This Contract may be modified only by written document signed by each of its parties.

12.6 This written document embodies all of the agreements between the parties. Neither party is relying upon any statement or representation not contained in this written document.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written beneath their signatures below.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

By:_____
Brian K. Grim, Mayor

_____
date

_____

_____
David Leslie Spiker

_____
date

_____

_____
Linda Lee Spiker

_____
Date

EXHIBIT 1

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

408 Broadway Street, Cumberland, MD 21502

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

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

Property Address: 408 Broadway Street, Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land Records - Book 2237, Page 121

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

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

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

Buyer:_____ Date:_____
David Leslie Spiker

Buyer:_____ Date:_____
Linda Lee Spiker

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

624 Maryland Avenue, Cumberland, MD 21502

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

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

Property Address: 624 Maryland Avenue, Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land Records – Deed Liber 501, folio 786

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

Seller:_____ Date: _____
David Leslie Spiker

Seller:_____ Date: _____
Linda Lee Spiker

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

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

EXHIBIT 2

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

408 Broadway Street, Cumberland, MD 21502

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

_____

_____

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

_____

_____

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

Buyer's Acknowledgment (initial)

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

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*
(e)___ Buyer has (check (i) or (ii) below):

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

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____	_____
David Leslie Spiker	Date
_____	_____
Linda Lee Spiker	Date
_____	_____
Seller, Mayor and City Council of Cumberland, by Brian K. Grim, Mayor	Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

624 Maryland Avenue, Cumberland, MD 21502

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

_____

_____

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

_____

_____

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

Buyer's Acknowledgment (initial)

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

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*
(e)___ Buyer has (check (i) or (ii) below):

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

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ _____
David Leslie Spiker Date

_____ _____
Linda Lee Spiker Date

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

ATTACH COPY OF PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

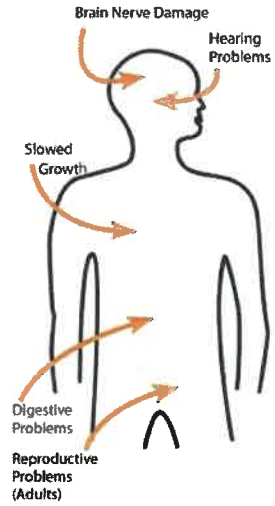
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot (µg/ft^2) and higher for floors, including carpeted floors
- 250 µg/ft^2 and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 250 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

EXHIBIT B

DEED FOR 408 BROADWAY STREET

DEED ONLY – NO TITLE SEARCH PERFORMED

THIS DEED, made this ___ day of _____, 2018, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **DAVID LESLIE SPIKER and LINDA LEE SPIKER**, of Allegany County, Maryland, parties of the second part.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars ($0.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto the parties of the second part, their personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of land situated, lying and being on the Northerly side of Broadway Street in the City of Cumberland, County of Allegany and State of Maryland, and known and designated as Lot No. B-34 on the plat of the sub-division of that part of Reinhart and Cheney's Addition to Cumberland, Maryland belonging to Winmer Bowman, and which said plat is recorded among the Land Records of Allegany County, Maryland in Deed Book No. 114, page 721, said Lot B-34 hereby conveyed being described as follows, to wit:

BEGINNING for the same at the intersection of the Northerly side of Broadway Street with the Easterly side of Boyd Avenue, and running thence with the Northerly side of said Broadway Street, North 89 degrees 34 minutes East 30 ½ feet to a point distant 30 feet measured Eastwardly from and at right angles to the Easterly side of said Boyd Avenue, North 10 degrees 19 minutes East 100 feet; thence parallel to and distant 100 feet from said Broadway Street, South 89 degrees 34 minutes East 30 ½ feet to the Easterly side of said Boyd Avenue, and with it, South 10 degrees 19 minutes West 100 feet to the BEGINNING.

IT BEING the same property described in the deed from Kenneth R. Tressler, Collector of Taxes, City of Cumberland, Maryland to Mayor and City Council of Cumberland dated May 31, 2016 and recorded among the Land Records of Allegany County, Maryland in Book 2237, Page 121.

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

TO HAVE AND TO HOLD the above-described property unto the parties of the second part, their personal representatives, heirs and assigns, in fee simple forever as tenants by the entireties.

AND the said party of the first part for itself, its successors and assigns does hereby covenant that it will execute such other and further assurances of the property hereby conveyed as may be requisite or necessary.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

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

_____
Marjorie A. Woodring, City Clerk

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $0.00 and that the total payment made to the grantor was $0.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

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

_____
MICHAEL SCOTT COHEN

Regular Council Agenda
February 20, 2018

Description

Ordinance *(2nd and 3rd readings)* - authorizing execution of a contract for the exchange of 408 Broadway Street (owned by the City) for 624 Maryland Avenue (owned by David and Linda Spiker), execution of a deed for the transfer of 408 Broadway to the Spikers, and execution of supplemental documents necessary for the transfer

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 20, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 20, 2018____

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

THAT, the attached Policy to provide account adjustments for the unintentional use of water caused by a leak be and is hereby adopted and effective this date.

_____

Brian K. Grim, Mayor

City of Cumberland

Policy for Account Adjustment for

Unintentional Use of Water Caused by a Leak

The Mayor and City Council will allow as a courtesy, once every two years per property owner/account, an account adjustment due to unintentional use of water caused by a leak. It will **not** be permitted for intentional use of water (such as filling or topping off a swimming pool).

The request must meet the following criteria:

1) The leak has been repaired within 30/60 days of the leak;

2) The high bill must be more than double the previous twelve months' average;

3) The request must be submitted within 60 days of the date of the high bill;

4) Receipt of work performed must accompany the request.

The property owner must submit a request form supplied by the Utility Billing Office in order to receive the adjustment. The adjustment will be equal to 50% of the difference between the high bill and the previous 12-months average. Only one (1) adjustment will be granted in any 24-month period. In the event that a leak affects more than one month, both months will be granted a one-time adjustment.

If the City discovers that the overage was caused by intentional use, the person who has signed the form will not be eligible for an account adjustment now or in the future, and any adjustment already made will be reversed and subject to a fine.

High water bills due to plumbing leaks on the property owner's side of the shut-off valve are the sole responsibility of the owner to repair.

Any account adjustment is considered a courtesy and it is the property owner's responsibility to maintain their home's plumbing infrastructure.

Adopted February 20, 2018 by M&CC Order _____

Regular Council Agenda
February 20, 2018

Description

Order adopting a policy to provide account adjustments for the unintentional use of water caused by a leak

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __February 20, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement with David Curry for the part-time position of Risk Manager for the period of February 20, 2018 through June 30, 2018.

_____

Brian K. Grim, Mayor

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2018, by and between the **Mayor and City Council of Cumberland (the "City")** and David Curry **(the "Contractual Employee")**.

RECITALS

WHEREAS, the City has need of the services of a Risk Manager on a temporary and part-time basis;

WHEREAS, City has agreed to employ the Contractual Employee to fill the aforesaid position and the Contractual Employee has agreed to accept such employment subject to the hereinafter set forth terms and conditions.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the stipulations hereinafter set forth, it is mutually covenanted and agreed between the parties hereto, as follows:

1. **Recitals.** The Recitals set forth hereinbefore are not merely prefatory. They are incorporated by reference herein, it being the intention of the parties hereto that they form a part of this Agreement.

2. **Employment.** The City hereby employs the Contractual Employee to perform the services of Risk Manager and the Contractual Employee hereby accepts said employment with the City upon the terms and conditions set forth herein.

3. **Services/Supervision.**

This employee works under the direction of the City Administrator and City Clerk and may also assist the Human Resources Department as it relates to safety and injury claims.

This employee reviews the overall safety issues relative to City operations to include screening personal injury claims for completeness, tracking claims, and assisting the City's Workers Compensation Program as required. The individual attends Risk Management meetings to work with the Human Resources Department and with the representative of the workers compensation insurance company to review safety training for the City and recommend changes or improvements. The Risk Manager also will visit various job sites on occasion, inspect them for safety issues, and make recommendations to the department heads for changes or improvements. They will also occasionally attend department safety meetings.

The Risk Manager will investigate damage claims brought forward resulting from vehicle incidents or property damage claims. This will include documenting the claim, meeting with the claimants as required, and reporting to the City Administrator and Legal Counsel as may be necessary or required for settlement.

The Contractual Employee shall not perform more than twenty-five (25) hours of work in any particular week.

4. **Term/Additional Term.** The term of this Agreement shall commence February 20, 2018 and shall terminate June 30, 2018. It may be extended upon the written approval of the parties for an additional term of two (2) months upon the same terms and conditions as are set forth herein. The City Administrator shall have the authority on behalf of the City to consent to the extension of this Agreement for the said additional term.

5. **Compensation/Benefits.** The Contractual Employee shall receive compensation at the rate of Thirty-Five Dollars ($35.00) per hour and the total shall not exceed Fifteen Thousand Dollars ($15,000) in any calendar year. Except as required by law, he/she shall not have any fringe benefits, including, but not limited to, paid leave of any kind. The Contractual Employee currently receives a State retirement and is not eligible to participate in any pension or retirement plan in which the City currently participates for certain full-time employees. The Contractual Employee waives his right to participate in the City's Health Care Program and agrees to maintain his personal health insurance plan through June 30, 2018.

6. **At-Will Employment.** It is understood and agreed that the Contractual Employee is an "at will" employee of the City. The City Administrator shall have the authority to terminate the Contractual Employee's employment with the City for any reason or no reason at all, so long as the termination is not legally impermissible, upon the provision of no less than five (5) workdays' advance written notice. The Contractual Employee may also terminate his/her employment with the City for any reason or no reason at all upon the provision of no less than five (5) workdays' advance written notice. The terms of this section shall take precedence over any other policy or procedure applicable to employees of the City.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. It is and shall be exclusively enforceable with an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the Contractual Employee agrees to be subject to the jurisdiction of such courts and further waives any claim that any action or proceeding arising out of or relating to this Agreement and commenced in either of such courts is commenced in an inconvenient forum or one that lacks proper venue.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties and may be amended, waived, changed modified, extended or rescinded only by writing signed by the parties.

9. **Jury Trial Waiver. THE CONTRACTUAL EMPLOYEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH HE/SHE AND THE CITY MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.**

10. **Severability.** If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable as to the remainder of this Agreement, then the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement the date first written above.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

By:_____
Jeffrey D. Rhodes, City Administrator

_____

_____
David Curry

Regular Council Agenda
February 20, 2018

Description

Order authorizing execution of an employment agreement with David Curry for the part-time position of Risk Manager for the period February 20, 2018 through June 30, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 20, 2018____

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

THAT, the Mayor be and is hereby authorized to execute an agreement for legal services with either Robbins Geller Rudman & Dowd, ,LLP or Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., et. al., for legal representation in regard to the litigation of claims against prescription opiates manufacturers and distributors in substantially the same form as the draft agreements attached hereto; and

BE IT FURTHER ORDERED, that the City Solicitor shall select the firm which shall provide this representation, it being understood that the City of Cumberland, Allegany County, and the City of Frostburg should have the same firm representing them in this litigation.

_____

Brian K. Grim, Mayor

ENGAGEMENT TO REPRESENT

RE: _____, _____ civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

_____, _____ (hereinafter "CLIENT"), by and through its governing body, hereby retains the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA ("Firm") pursuant to the _____ Rules of Professional Conduct, on a contingent fee basis, to pursue ***all*** civil remedies, as outlined in the Firm's attached proposal publication, against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing _____, _____ including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. **Peter J. Mougey** of the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to the _____ Ethics laws and the _____ Rules of Professional Conduct:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

POWELL & MAJESTRO, PLLC
405 Capitol Street, P-1200
Charleston, West Virginia

MCHUGH FULLER LAW GROUP
97 Elias Whiddon Road
Hattiesburg, Mississippi

In consideration, CLIENT agrees to pay ~~thirty~~ twenty-five percent (~~30%~~ 25%) of the total recovery (gross) in

favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA and/or the other law firms, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the wholesale distributors and manufacturers and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Firm regarding the definition of a "successful recovery."

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers. The CLIENT agrees to compensate the Firm, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 30% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any

judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the _____ Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the _____ Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the _____ Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2017.

_____, _____

_____
Authorized Executor

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

By _____ _____
Peter J. Mougey Date
Lead Counsel

Robbins Geller
Rudman & Dowd LLP

Atlanta Boca Raton | Chicago Manhattan | Melville Nashville | Philadelphia San Diego | San Francisco Washington, DC

Mark J. Dearman
Mdearman@rgrdlaw.com

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED

February 5, 2018

Michael Scott Cohen
City Attorney
213 Washington Street
Cumberland, MD 21502

Re: *Opioids Epidemic Litigation*

Dear Mr. Cohen:

This letter will confirm that Robbins Geller Rudman & Dowd LLP ("Robbins Geller") has been retained by the City of Frostburg, Maryland (the "City") to recover for the harm incurred as a result of the alleged deceptive and fraudulent marketing practices of several pharmaceutical manufacturers and the alleged failure to report suspicious purchases by certain wholesalers. As a result, these manufacturers and wholesalers have violated federal and state laws. Robbins Geller has conducted an investigation and believes there is a valid basis to prosecute such an action. The terms under which we will represent the City as a plaintiff are:

1. We will prosecute the action on a contingency fee and cost basis.

2. We will advance all fees and expenses necessary to prosecute the case. Costs and expenses will be paid only out of a recovery (*i.e.*, judgment or settlement). Legal fees will be paid in the amount of 25% of any recovery net of costs and expenses.

3. While not currently anticipated, the City agrees that, in the event the case is consolidated, coordinated, or other plaintiffs are joined in the case, we may divide fees with other attorneys as necessary. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of an action. The division of fees with other counsel is our sole responsibility and will not increase the total fees due from the City upon a successful resolution of the litigation.

4. The City will cooperate in the prosecution of the action, including participating in discovery and providing deposition testimony, if requested. The City understands that Robbins Geller may represent other entities against the same defendants in this action or in separate actions.

5. It is important that any documents related to the case, in the broadest sense, are set aside and protected from destruction. This includes electronic records such as e-mail. If we can be

of any assistance in identifying and preserving relevant documents and electronic files, please contact me.

6. The City agrees that our files and documents compiled in connection with our investigation and prosecution of this matter constitute the work product and property of Robbins Geller over which Robbins Geller has complete control with respect to their use and/or disclosure.

7. Robbins Geller will defend and indemnify the City, to the fullest extent of the law, for any claims asserted against the City for its institution, prosecution, and/or resolution of this action, including, but not limited to, claims or sanctions involving attorneys' fees or costs.

8. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and registered as follows:

TO THE CLIENT
Michael Scott Cohen
City Attorney
213 Washington Street
Cumberland, MD 21502

TO ATTORNEYS
Mark J. Dearman, Esquire
Robbins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, Florida 33432

9. All disputes, disagreements, and claims arising out of or related to this agreement shall be resolved exclusively through binding arbitration in the State of Maryland pursuant to the Rules of the American Arbitration Association.

10. This letter sets forth the entire agreement between the parties and supersedes all other oral or written provisions.

After executing this letter please return it to us via email to MDearman@rgrdlaw.com.

We look forward to the successful prosecution of these claims to recover the damages which the City has suffered.

Very truly yours,

MARK DEARMAN

cc: Aelish Baig
Roxana Pierce
Paul Geller

Please sign below and return this agreement if you would like us to pursue this matter as outlined above.

CITY OF FROSTBURG, MARYLAND

By: _____ _____
[DATE]

Its: _____

Regular Council Agenda
February 20, 2018

Description

Order authorizing execution of an agreement for legal services with either Robbins, Geller, Rudman & Dowd LLC or Levin, Papantonio, Thomas, Mitchell, Raffery & Proctor, P.A. regarding litigation of claims against prescription opiates manufacturers and distributors and providing the City Solicitor authority to select the firm

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __ February 20, 2018___**

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

THAT, the Mayor be and is hereby authorized to execute a FY2018 Community Legacy Program Grant Agreement with the MD Department of Housing and Community Development to provide Fifty Thousand Dollars ($50,000) in grant funds for the Cumberland Theater Rehabilitation Project.

_____

Brian K. Grim, Mayor

Community Legacy Funding ……$	50,000
Allegany County ……	7,000
Cumberland Theater ……	10,000
Private Donor……..	6,200
Total Project Cost …… $	73,200

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT
Project/Capital Grant

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "**Grantee**").

RECITALS

A. This Agreement is issued pursuant to Annotated Code of Maryland Housing and Community Development Article, §§ 6-201 through 6-213, as amended, (the "**Act**") and the regulations promulgated thereunder set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations.

B. The purposes of the Program are to:

   1. Preserve existing communities as desirable places to live and conduct business, thereby reducing outward pressure for sprawl development; and

   2. Provide financial assistance to Sponsors or their designees for the development of sustainable community plans or Community Legacy projects.

C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2018 application (the "**Application**") the Department has approved award of funds to Grantee to carry out a Community Legacy project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community Designations.

   a) The Project is located in a geographic area that has been designated by the Smart Growth Subcabinet (as defined in the State Government Article §9-1406) as a Sustainable Community (the "**Area**").

   b) The Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan (the "**Plan**").

2) Grant.

   a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars ($50,000)** (the "**Grant**") to be used for the purposes of funding the Community Legacy Project (the "**Project**") described in Exhibit A - SRP-CL-2018-Cumberland-00153 (the "**Project Description**").

   b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act and this Agreement.

   c) The Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.

   d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.

3) Expenditure of Grant Funds.

   a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).

   b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SRP-CL-2018-Cumberland-00153 (the "**Project Budget**"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.

   c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.

   d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense,

and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.

e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

a) Grantee shall commence the Project on the date (the "**Commencement Date**") set forth in Exhibit C - SRP-CL-2018-Cumberland-00153 (the "**Project Schedule**").

b) Grantee shall complete the Project on the date set forth in the Project Schedule (the "**Completion Date**").

c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation.

d) The Department must approve all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.

e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:

a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.

b) The Maryland Codes Administration has approved all of the Project plans and specifications.

c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.

6) Other Funds.

a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.

b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses. Grantee shall submit a Request for Payment in a manner and form approved by the Department. A Request for Payment shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.

b) Requests for Payment should be made allowing approximately thirty (30) days to receive the Grant funds. The Request for Payment shall not exceed the eligible costs incurred and approved by the Department. The Department, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.

c) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any Request for Payment.

8) Records, Inspections and Reports.

a) Records.

i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves the Final Report described in Section 8(c) below.

ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves the Final Report. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department approves the Final Report, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports.

i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.

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

9) Default and Remedies.

a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.

b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.

c) In the event of termination by the Department:

i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;

ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.

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

e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default or completion of the Project.

10) Grantee's Certifications. Grantee certifies that:

a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.

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

d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.

e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.

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

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a local government any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "**LGTCA**"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "**Local Government Indemnification Statutes**"), and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.

b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

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

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

iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;

iv) The Department's Minority Business Enterprise Program, as amended;

v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "**Property**"):

a) Grantee represents, warrants, and covenants that there are no hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may to be placed on the Property, and that to its best knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.

b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.

c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

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

16) Insurance.

a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.

b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.

c) Grantee shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Grantee.

d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.

e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.

f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.

g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.

h) If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attn: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
57 North Liberty Street
Cumberland, MD 21502
Attention: Brian Grim

18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile

or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

20) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

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

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

23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "**Effective Date**") and shall remain in effect until the Department's receipt and approval of the Final Report.

24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

25) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.

26) Technical Assistance. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request Grantee to accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.

27) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

28) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, Section 4-101 et seq. of the Annotated Code of Maryland (the "**PIA Act**"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the

date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

29) CONFESSION OF JUDGMENT. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS AGREEMENT, AT ANY TIME, FOR THE PARTIAL OR TOTAL AMOUNT OF THE GRANT DESCRIBED HEREIN, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

_____

By: _____ (SEAL)
Name: Brian Grim
Title: Mayor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland

_____

By: _____ (SEAL)
Kenneth C. Holt, Secretary

_____
Date Executed on behalf of the Department/
Effective Date

Approved for form and
legal sufficiency

_____
Assistant Attorney General

Exhibits

Exhibit A - Project Description, Scope of Work, and Special Conditions
Exhibit B - Project Budget
Exhibit C - Project Schedule
Exhibit D - Project Impact Data Sheet

EXHIBIT A - SRP-CL-2018-Cumberland-00153
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name: Cumberland Theatre Rehabilitation

1. Project Description:

Interior and exterior repairs in order to continue to provide affordable and professional theatrical performances.

2. Project Address(es):

105 North Johnson Street

3. Please describe the Scope of the project:

Rehabilitation of the Cumberland Theatre to include with interior and exterior repairs.

4. Project Financing (Evidence & Use of Funding Sources):

Community Legacy will contribute $50,000 towards the rehabilitation of the Cumberland Theatre. The Board of County Commissioners of Allegany County will contribute $7,000 towards roof repairs. The staff at the Cumberland Theatre will contribute $10,000 of in-kind administrative support. A private donor will contribute $6,200 towards the roof repairs. Total project cost: $73,200.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities.

EXHIBIT B -
PROJECT BUDGET

Project Name: Cumberland Theatre Rehabilitation

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USES OF FUNDS BY ACTIVITY	**Capital Amount**	**Operating Amount**	**Applicant's Contribution**	**Names of Other Sources**	**Other Source Amount**	**TOTALS BY ACTIVITY**
Site Pre-Dev Acquisition	$0	$0	$0		$0	$0
Site Pre-Dev: Arch/Eng Design	$0	$0	$0		$0	$0
Site Pre-Dev: Demolition	$0	$0	$0		$0	$0
Site Pre-Dev: Infrastructure	$0	$0	$0		$0	$0
Site Pre-Dev: Stabilization	$0	$0	$0		$0	$0
Site Dev: New Construction	$0	$0	$0		$0	$0
Site Dev: Rehab/Renovation	$50,000	$0	$0		$0	$50,000
Operations - Studies and Planning	$0	$0	$0		$0	$0
Operations - Project Admin (Cash)	$0	$0	$0		$0	$0
Operations - Project Admin (In-Kind)	$0	$0	$0	Theatre Staff	$10,000	$10,000
Other (a): Roof	$0	$0	$0	County/Donor	$13,200	$13,200
Other (b):	$0	$0	$0		$0	$0
Other (c):	$0	$0	$0		$0	$0
Other (d):	$0	$0	$0		$0	$0
TOTALS OF FUNDS BY SOURCES	$50,000	$0	$0		$23,200	$73,200

Total Request/Award Amount: $50,000

Total Project Cost: $73,200

EXHIBIT C - SRP-CL-2018-Cumberland-00153
PROJECT SCHEDULE

Project Name: Cumberland Theatre Rehabilitation

Activity Start Date (mm/dd/yyyy)	**Activity End Date** (mm/dd/yyyy)	**Description of Activity** (100 characters or less)
12/01/2017	01/01/2018	Commencement Date
01/01/2018	05/31/2020	Theatre interior and exterior repairs continue
06/01/2020	06/30/2020	Completion Date
07/01/2020	08/15/2020	Final report due within 45 days after completion

EXHIBIT D - SRP-CL-2018-Cumberland-00153
PROJECT IMPACT DATA SHEET

Project Name: Cumberland Theatre Rehabilitation

	Project Type: Rehabilitation	
	NAISC Code: 712110	
	Description	**Value**
1	"As is" tax value of property: Land and Improvements Value as shown on SDAT	$69,500
2	"As completed" tax value of property:	
3	Number of existing housing units that will be renovated:	
4	Number of new housing units that will be created:	
5	Number of new homeowners (each household equals 1 homeowner):	
6	Percentage of Neighborhood Revitalization funds that will be repaid within 5 years:	
7	Number of existing clients to be served annually at the project location: Based on Cumberland Theatre statistics	3500
8	Number of new clients to be served annually at the project location: Based on Cumberland Theatre projections	1500
9	Number of commercial facades that will be added or improved:	
10	Number of linear feet of streetscape that will be added or improved:	
11	Number of linear feet of water/sewer lines that will be added or improved:	
12	Additional neighborhood investment that will result from this project over the next 3 years:	
13	Annual increase in sales (for retail and commercial activities):	
14	Number of vacant/underutilized buildings that will be put back into operation:	
15	Square footage of vacant/underutilized space that wil be put back into operation:	
16	Length of time (in years) properly referenced above has been vacant:	
17	Number of blighted properties to be removed:	
18	Increase in inventory of developable lots:	
19	Number of direct permanent employees:	
20	Number of direct temporary employees:	
21	Number of direct permanent Maryland resident employees:	
22	Number of direct temporary Maryland resident employees:	

EXHIBIT D - SRP-CL-2018-Cumberland-00153
PROJECT IMPACT DATA SHEET

Project Name: Cumberland Theatre Rehabilitation

23	Annual wages/salaries of direct permanent employees:	
24	Annual wages/salaries of direct temporary employees:	
25	Annual project operating expenditures including wages/salaries:	
26	Visitor based activities	
26a	Number of new annual day-trip patron:	
26b	Number of new annual overnight patron:	
26c	Admission fee (per entry):	
27	For Community Impact activity of your project/program not addressed by the previous questions, provide a short description and numerical count (e.g. "50 Trees planted at $50 each," 2500):	

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT

FY2018

Table of Contents

AWARDEE: MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

AWARD ID#: SRP-CL-2018-Cumberland-00153

PROJECT NAME: Cumberland Theatre Rehabilitation

☐ **Community Legacy Program Grant Agreement**

☐ **Exhibit A - SRP-CL-2018-Cumberland-00153**
Project Description, Scope of Work, and Special Conditions

☐ **Exhibit B - SRP-CL-2018-Cumberland-00153**
Project Budget

☐ **Exhibit C - SRP-CL-2018-Cumberland-00153**
Project Schedule

☐ **Exhibit D - SRP-CL-2018-Cumberland-00153**
Project Impact Data Sheet

Regular Council Agenda
February 20, 2018

Description

Order authorizing execution of a FY18 Community Legacy Grant Agreement to provide $50,000 in funding to the Cumberland Theater Rehabilitation Project

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 20, 2018____

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

THAT, the following Community Legacy funded Central Business District Façade Improvement Program project applications be and are hereby approved:

CBIZ Insurance Companies, Inc.	52 Baltimore Street	$3,623.00
Wes Bender	169-171 North Centre Street	$10,000.00
Total		$13,623.00

_____

Brian K. Grim, Mayor

Community Legacy : 114.199AH.CFP.20100

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING

FROM: KATHY MCKENNEY

SUBJECT: FAÇADE IMPROVEMENT GRANT PROGRAM STAFF RECOMMENDATION

DATE: 2/15/18

Additional applications have been received for the Central Business District Façade Improvement Program, a program funded by the State of Maryland's Community Legacy program. Applicants had to have property located within the Central Business District, their request could not exceed $10,000 and they were required to match their request dollar for dollar.

Following receipt of the completed applications, the required compliance and permit reviews have been initiated. Staff has been meeting with applicants on an individual basis so that each project will meet the Secretary of the Interior's Standards.

At this time, the following projects are recommended for funding:

1	CBIZ Insurance Companies, Inc.	52 Baltimore Street	$3,623.00
2	Wes Bender	169-171 North Centre Street	$10,000.00

Total $13,623.00 ($50,000.00 Community Legacy 114.199AH.CFP.20100)

Regular Council Agenda
February 20, 2018

Description

Order approving Community Legacy funded Central Business District Facade Improvement applications for 52 Baltimore Street ($3,623) and 169-171 North Centre Street ($10,000)

Approval, Acceptance / Recommendation

Staff recommendation attached.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 20, 2018____

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

WHEREAS, the Police Department is purchasing two (2) pre-trained drug detection dogs from Southern Coast K9 for the amount of Eighteen Thousand, Four Hundred Dollars ($18,400) and will be using CPD forfeited money obtained from drug seizures;

NOW, THEREFORE, BE IT ORDERED THAT, an appropriation to the FY18 General Fund Police Department Budget in the amount of Eighteen Thousand, Four Hundred Dollars ($18,400) be and is hereby approved, bringing the revised FY18 General Fund Police Department Budget to Ten Million, Seven Hundred Seventy-Two Thousand, Five Hundred Sixty-Five Dollars ($10,772,565).

_____

Brian K. Grim, Mayor

General Fund / Police Department Appropriation

FY18 Approved General Gov't Budget	$ 10,754,165
Amendment	18,400
New Total	$10,772,565

City of Cumberland

Department of Police

20 Bedford Street, Cumberland, Maryland 21502
Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov

Charles H. Hinnant
Chief of Police

February12, 2018

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

Dr. Mr. Rhodes:

I am requesting permission to utilize funds from the Cumberland Police Department CDS Forfeiture Monies, Account # 001.271.10.54500 for the purchase and training of two narcotics detection K-9 dogs, in the amount of $18,400. No money was budgeted during the FY 2018 budget cycle for this purchase.

There are a number of reputable K-9 police dog vendors that are routinely used by police departments to obtain trained narcotics detection dogs. The Cumberland Police Department, along with other local area police agencies have previously purchased drug detection dogs from Castle's K9 Inc., Mechanicsburg, Pennsylvania, Israeli Police Dogs, LLC, Cheyenne, WY and Southern Coast K9 Incorporated, New Smyrna Beach, Florida. Unquestionably, the best trained and most dependable narcotic detection dogs we have purchased came from Southern Coast K9 Incorporated, including two of our current dogs, K9 Timo and K9 Ralf.

Bid proposals were requested of each vendor. The following proposals were received for the purchase of a dog and the necessary training:

Southern Coast K9, Incorporated	$9,200	$18,400 (two dogs)
Israeli Police Dogs, LLC	$10, 400	$20,800 (two dogs)
Castle's K9 Inc.	$11,450	$22,900 (two dogs)

These prices do not include lodging or meals for the handler nor transportation.

Recognizing the lowest bid proposal received was from Southern Coast K9, Incorporated, coupled with their record for providing top quality dogs to the Cumberland police Department, I respectfully recommend we purchase both narcotic detection K-9 dogs from the lowest bidder, Southern Coast K9, Incorporated at a total cost of $18,400 utilizing our CDS Forfeiture Monies Account.

Respectfully,

Charles H. Hinnant
Chief of Police

Approved:

Jeffrey D. Rhodes
City Administrator

Vendor	Dog	Class	Total
Southern Coast K9	$8,000.00	$1,200.00	$9,200.00
Israeli Police Dogs	Included	Included	$10,400.00
Castle K9	$9,950.00	$1,500.00	$11,450.00

CPD CDS Seizure Fund
001.271.10.54500
VE 411 PO # 18-751

SOUTHERN COAST K9 INCORPORATED

Making Your World Safer℠

INVOICE 2017-026JF

PO#

Date: February 12, 2018

Buyer: Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502
Attn: Sgt. Rounds
Ph: 301-759-6496
Email: korey.rounds@cumberlandmd.gov

Two Pre-trained Drug Detection Dog @ $ 8,000 each.....	$16,000.00
(2) Two Week Detection Handler Courses @ $1,200 each.....	$ 2,400.00
Total:	**$18,400.00**

K9: Johanna / F / Lab / Chip # 46033 Leon / M / Golden Retriever / Chip # 45664

K-9 to be trained in the following odors:

- Marijuana
- Crack Cocaine
- Heroin
- Cocaine
- Methamphetamine

TERMS AND CONDITIONS OF SALE

1. **GENERAL** - By signing the invoice document Buyer acknowledges that it has read and agrees to be bound by these Terms and Conditions of Sale ("Terms and Conditions") with respect to the purchase of the Canine(s) identified in the Invoice the "Canine(s)"). The Agreement may be modified only by a written amendment signed by both Buyer and Seller.

2. **CANINE HEALTH WARRANTY** – All dogs come with one year guarantee on workability, one year on health on hip and elbow dysplasia and copy of health certificate and hip x-rays. If the dog is returned within the warranty period for any reason that would fall within the warranty, it must be returned in the same condition as received and a replacement dog will be provided to the buyer.

3. **TRANSFER OF LEGAL OWNERSHIP** – Legal ownership of the Canine(s) shall transfer from Seller to Buyer at the location, time and date specified on the Sales Agreement.

4. **INDEMNIFICATION AND LIMITATION OF LIABILITY** – Buyer understands that upon taking possession and/or ownership of the canine buyer agrees they are solely responsible and releases and fully discharges Seller of any liability that may be incurred.

5. **PAYMENT TERMS** – Net 30 Days starting on the date of the invoice. All payments are to be made to Southern Coast K9, 690 Meta Lane, New Smyrna Beach, FL 32168.

THE TERMS AND CONDITIONS OF SALE GOVERN THE SALE OF THE CANINE(S) UNDER THIS CANINE INVOICE AGREEMENT. BUYER, BY SIGNING BELOW, ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS OF SALE AND AGREES TO BE BOUND THEREBY.

ACCEPTANCE OF BUYER:

By (Signature): Charles Hinnant

Name/Title (Please Print or Type): Charles Hinnant - Chief

Date: 2/13/18

JOHNNA

LEON

SALES QUOTATION

Israeli Police Dogs, LLC
1876 Horse Creek Road
Cheyenne, WY 82009

TO:
Sergeant Korey Rounds
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

F.O.B.	Washington DC
TERMS	TBD
DELIVERY	TBD
NUMBER	C-1002MD

Thank you for your inquiry dated: February 13, 2018
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	Total
1	2	Fully Trained Certification ready Single Purpose Narcotics Detection Canine Prospect Price quote includes the following: 3 year replacement warranty for hips and elbows 60 day replacement warranty for any performance issues 30 day replacement warranty for any congenital defects 72 hour replacement warranty from time of possession for a general Veterinary physical exam (correct size and weight for breed, both testicles dropped and visible, no broken or chipped teeth) All necessary documentation to exit Europe and clear US Customs Crate Shipping	$10,400.00	$20,800.00

PER

February 18, 2018
DATE

CASTLE'S K-9 INC.

K9 PRICES

Green canines - please call for pricing and availability.
Handler training - for training of handler with trained canine or green canine not purchased through Castle's K-9, Inc.

$1,500.00 per academy week

Canine *must* be evaluated by staff prior to academy commencement for acceptance into our program.

K9 TEAM TRAINING

We have four narcotics, explosive, patrol, patrol & narcotics or patrol & explosives programs to choose from. These are complete programs, meaning there is no hidden cost. With our programs, the following items go with the total price of the dog . If you wish to stay on location, we do have rooming and breakfast at no charge.
~Tracking may be added to Narcotics or Explosives only canine program for $750.00.
~Patrol &/or Narc, 4 weeks; Explosives, 6 weeks; Patrol & Explosives, 10 weeks

PATROL & NARCOTICS $12,950 *
NARCOTICS ONLY $9,950*

Packages include:
~ Canine, no more than 28 months old with health and shot records. 1-year warranty on health, 90-day warranty on work ability
~ Academy - rooming and breakfast at our facility
~ Training manual
~ National & school certifications**
~ Leashes (6' & 30')
~ Choke Collar
~ Two 2-qt bowls
~ Nylon Harness
~ Leather Muzzle
~ 2 reward balls
~ 2 rewards tugs
~ 1 Bag Dog Food

Regular Council Agenda
February 20, 2018

Description

Order approving an appropriation of $18,400 to the FY18 General Fund Police Department Budget for the purchase of two (2) pre-trained drug detection dogs from Southern Coast K9 that will be paid for through CPD forfeited money obtained from drug seizures; the new FY18 Police Department Budget will equal $10,772,565

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 20, 2018____

WHEREAS, the Baltimore Street Design Committee has reviewed redevelopment plans for upgrades to the pedestrian portion of Baltimore Street and the Mayor and City Council have publicly vetted those plans;

NOW, THEREFORE, BE IT ORDERED, THAT, the attached Concept No. 4 for the redesign of Baltimore Street that provides for one-way traffic, staggered parallel parking, and no bike lane, as proposed by the Baltimore Street Design Committee, be and is hereby approved.

_____

Brian K. Grim, Mayor

(Concept No. 4 attached)

One-Way Traffic, Staggered Parallel Parking, No Bike Lane

This plan is representative only. Overall design, exact values, and location of elements are subject to change and are an approximation.

City of Cumberland Engineering
Nov. 2017

Regular Council Agenda
February 20, 2018

Description

Order approving Concept No. 4 for the redesign of Baltimore Street that provides for one-way traffic, staggered parallel parking, and no bike line, as proposed by the Baltimore Street Design Committee

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)