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

AGENDA

DATE: February 6, 2018

I. Pledge of Allegiance

II. Roll Call

III. Statement of Closed Meeting

1. Closed Session Summary Statement for the closed session held January 30, 2018

IV. Presentations

1. State of the City remarks from Mayor Grim

V. Director's Reports

(A) Public Works

1. Engineering Division monthly report for December, 2017
2. Maintenance Division monthly report for December, 2017
3. Utilities Division monthly report for December, 2017
4. Shade Tree Commission Annual Report for 2017

(B) Administrative Services

1. Administrative Services monthly report for November, 2017

(C) Fire

1. Fire Department monthly report for December, 2017

(D) Police

1. Police Department monthly report for December, 2017

VI. Approval of Minutes

1. Approval of the Regular Session Minutes of December 5 and December 19, 2017

VII. Public Hearings

1. Public Hearing to receive requests from organizations seeking support through the City's hotel/motel funds

2. Public Hearing to receive project requests for Community Development Block Grant Funding for the 2018-2019 fiscal year

VIII. New Business

(A) Ordinances

1. Ordinance *(1st reading)* - 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
2. Ordinance *(1st reading)* - 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 Street to the Spikers, and execution of supplemental documents necessary for the transfer

(B) Orders (Consent Agenda)

1. Order authorizing the acceptance of Allegany County Community Enhancement Program Funding in the amount of $210,000 for abatement and demolition costs, and tipping fees pertaining to the Maryland Avenue Redevelopment Project; and authorizing expenditures to the Mountain View Landfill and CEDC, as well as all other costs associated with this project
2. Order allowing for a Special Taxing District tax exemption for 55 Baltimore Street for the 2017/2018 tax year in the amount of $1,074.91
3. Order authorizing the execution of a letter regarding the Cable Television Franchise Agreement dated July 8, 2008 with Atlantic Broadband (Penn) LLC, granting Atlantic Broadband approval to refinance its credit agreement, pursuant to which Atlantic Broadband will grant a security interest in certain assets within the city
4. Order authorizing the execution of a letter of agreement with Verizon Maryland, LLC acknowledging their option to renew for one year (to be effective July 1, 2018 through June 30, 2019) the term of the original lease for three (3) parking spaces in the George Street Garage for $75/space; and granting the option to further renew the term of the Lease for one (1) additional period of July 1, 2019 - June 30, 2020 under the same terms and conditions
5. Order declaring certain vehicles and equipment to be surplus and authorizing them for sale, trade-in, or disposal
6. Order accepting the sole source proposal from Carl Belt, Inc. for the emergency repair of a 30" water valve near Baltimore Avenue that is currently inoperable for the estimated amount of $55,000, as provided for by Section 2-171(c) of the City Code
7. Order authorizing the appointment of Dr. Henry Bullamore and Timothy Hoffman to the Historic Preservation Commission for a three-year term to be effective 12/31/17 - 12/31/20
8. Order accepting the bid of Delray Industries, Inc. to provide a Breathing Air Purification System for the amount not-to-exceed $38,521 and rejecting all other bids; and approving an appropriation to the FY18 General Fund Public Safety Budget in the amount of $38,521 as the Allegany County Government intends to reimburse the City for the cost of this equipment
9. Order accepting the bid of Hertrich Fleet Services, Inc., to supply a 2018 Chevrolet Truck w/Crew Cab for the amount not-to-exceed $68,978 and rejecting all other bids
10. Order accepting the bid of Timbrook Automotive for the supply of two (2) new Ford F550 Regular Cab 4x4 Dump Trucks for the amount of $154,944 and rejecting all other bids
11. Order accepting the State Bid from Hertrich Fleet Services Inc. for two sedan police replacement vehicles at a cost not-to-exceed $50,528.00 and one replacement SUV police

vehicle at a cost not-to-exceed $28,132.00 for a total expenditure not-to-exceed $78,660.00

12. Order accepting the request to accept the State Bid from General Sales Administration t/a Major Police Supply for outfitting two sedan police replacement vehicles at a cost of $32,595.88 and the outfitting of one replacement SUV police vehicle at a cost of $16,237.53 for a total expenditure of $48,833.41
13. Order accepting the sole source proposal from J&J Truck Equipment, 422 Riggs Road, Somerset, PA 15501, to provide body work services and install an air compressor on a Chevrolet 3500 DRW for the amount not-to-exceed $19,850
14. Order approving the Central Business District Facade Improvement Program project application for 2282-234 North Centre Street, owned by Arielle and Doug Warren, in the amount of $4,987.50
15. Order authorizing the execution of a FY18 Community Legacy Program Grant Agreement with MD DHCD for the provision of $75,000 in grant funds for the continuance of the Leasehold Redevelopment Program
16. Order authorizing execution of a Donation Agreement with the Owner of the property at 12-14 Marion Street to transfer said property to the City, including addenda to correct the name of the City and to provide that the City shall receive a $10,000 seller concession; authorizing acceptance of the deed, provisions for extending the closing date, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

(C) Letters, Petitions

1. Letter from Race Director Sharon Ellsworth requesting permission to hold the Fourth Annual ACAS Howards 25K Run at 7:00 a.m. and the Paws on the Pavement 5K at 8:00 a.m. on Sunday August 19, 2018. The 25K race will start at the Frostburg Depot and end at Canal Place. The Sweet Pea Shuffle, a dog walking event, will be held on Saturday, August 18th.
2. Letter from Race Director Megan Mertz requesting permission to hold the Third Annual Mental Health Matters 5-Mile Run and 1.5 Mile Walk on Saturday, May 12, 2018 at 8:00 a.m. in Cumberland

IX. Public Comments

All public comments are limited to 5 minutes per person

X. Adjournment

Regular Council Agenda
February 6, 2018

Description
Closed Session Summary Statement for the closed session held January 30, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, January 30, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, January 30, 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 the evaluation of the performance and the potential discipline of a particular employee. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1).

Persons in attendance included:

Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier, City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring.

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

No actions were voted upon and the meeting was adjourned at 6:31 p.m.

_____

Brian K. Grim, Mayor

Entered into the public record on _____

Regular Council Agenda
February 6, 2018

Description
State of the City remarks from Mayor Grim

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 6, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 6, 2018

Description
Engineering Division 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)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						December 31, 2017	
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	Work is complete and final close out, waiting for the contractor to submit request for release of retainange	JRD	1/11/2018
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						December 31, 2017	
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 Bidding	Construction complete, and waiting for punch list items to be completed (as weather permits)	JRD	1/11/2018
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	District 6 comments for the 11/17/17 submittal were received 12/7/17. Still awaiting the Baltimore office/Federal Highway comments	PJD	1/2/2018
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	11/30/2017
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.	Study	**NO CHANGE** Project continues. Stream sampling ongoing on a monthly basis throughout the completion of the storage facility to ID baseline stream data for bacteria.	RJK	9/28/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						December 31, 2017	
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	**UPDATE** Proposals were received late September for consultant for Asset Management Program/Capital Improvement implementation. Kick off meetings with the selected consultant start January 4-5. GeographicIT of EBA is the awarded consultant. SEE 29-17-UTIL for further updates.	RJK	12/28/2016
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	**UPDATE -**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	11/30/2017
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	A revised street parking arrangement was prepared for the DRDC. A design progress meeting with EADS is scheduled for 1/3/18.	PJD	1/3/2018
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						December 31, 2017	
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						December 31, 2017	
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.	Study	**NO CHANGE** - Sites selected for sampling. Requesting permission to enter a few properties to access Streams.	RJK	9/5/2017
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	NEW- 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	NEW- 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		Planning			
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	NA	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	**UPDATE** Recycle Coach app is up and running and available to the Cumberland public to use for recycling and trash schedule and reminders.	RJK	12/28/2017
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	**UPDATE** 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	12/28/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						December 31, 2017	
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	Bids received and project awarded - waiting start of project	PTE	1/2/2018
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					
2017	27-17-SWM	Oak Street Gas Line					
2017	28-17-SWM	Frederick Street Gas Line					
2017	29-17-UTIL	Asset Management Plan Implementation Utilities		Planning	**UPDATE** Proposals were received late September for consultant for Asset Management Program/Capital Improvement implementation. Kick off meetings with the selected consultant start January 4-5. GeographicIT of EBA is the awarded consultant.	RJK	12/28/2017
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	**UPDATE** 4 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	12/28/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						December 31, 2017	
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	**NO CHANGE** 2018 Recycling Calendars are available at City Hall or via the City's website!	RJK	28-Dec-17
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	**NEW** Information on upcoming Board actions will be noted here!	RJK	28-Dec-17
	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.	RJK	28-Dec-17
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	**NO CHANGE** - Renewal application due July 2018.	RJK	28-Sep-17
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**UPDATE** The 2017 year end report is due by January 10, 2018. Information is being compiled for that report.	RJK	28-Dec-17
	WFP	NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	5-Sep-17
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** The Evitts Creek Steering Committee meetings are being moved to the PM for April and July to see if we can experience better voting member attendance. It will be up to the Committee to discuss meeting times at the July meeting.	RJK	28-Dec-17
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Planning spring events.	PTE	2-Jan-17
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**UPDATE** Working on updates and corrections based on public meeting comments.	PTE	2-Jan-17

Regular Council Agenda
February 6, 2018

Description
Maintenance Division 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)

MAINTENANCE DIVISION REPORT
December 2017

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
DECEMBER 2017

- POTHOLES AND COMPLAINTS
  - Potholed 20 Streets and Alleys using 14 tons of cold patch.

- UTILITY HOLE REPAIR
  - Completed 5 Water Utility Hole Repairs using 2.5 CY of Concrete.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 18 Traffic Control Signs.
  - Installed 0 HC signs
  - Removed 1 HC Signs.
  - Painted 1 curbs

- STREET SWEEPING
  - Swept for 3 hours or about 29 curb miles (approx. 18 cubic yards of debris).
  - Hauled 18 tons of sweeper dumps to landfill.

- MISCELLANOUS
  - Hauled 19 loads of leaves to Compost site at Mexico Farms
  - Refilled Salt Barrels for winter ice control
  - Traffic control and barricades for ball drop on New Year's Eve
  - Cleaned the Baltimore Street underpass 3 times and McMullen Bridge once.
  - Brush and tree work 1 area

STREET MAINTENANCE - DECEMBER 2017		12/1-12/8	12/11-12/15	12/18-12/22	12/26-12/29	TOTAL
SERVICE REQUEST COMPLETED						0
PAVING PERFORMED	TONS					0
CONCRETE WORK	CY					0
UTILITY HOLES REPAIRED	WATER	5				5
	SEWER					0
	CY	2.50				3
	TONS					0
POTHOLES FILLED	STREETS		9	7	4	20
	ALLEYS					0
	DAYS					0
	Cold Mix					0
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMPLAINTS COMPLETED						0
	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		16			2	18
STREET NAME SIGNS REPAIRED/INSTALLED		2				2
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED		1				1
						0
						0
PAINTING PERFORMED	BLUE					0
	YELLOW					0
	RED					0
PAVEMENT MARKINGS INSTALLED	No.		?			0
STREET CLEANING	LOADS	3				3
	HOURS	3				3
SWEEPER DUMPS HAULED TO LANDFILL	TONS	18.4				18
SALT BARRELLS - PICK UP, FILL	DAYS		1	1	1	3
CLEANED BALTIMORE ST. UNDERPASS		1	1		1	3
CLEAN SNOW EQUIPMENT	Days					0
BRUSH REMOVAL/TREE WORK	Days	1				1
Check Drains/Clean Debris	DAYS					0
LEAF PICK UP	Loads	17			2	19

Snow and Ice control for 6 days

Traffic control and barricades for New Year's Eve

Clean up of Areas around Bowen Street Warehouse

Assisted Water Dept on Davidson Street leak with clean-up and backfilling

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
DECEMBER 2017

- Constitution Park
  - Cleaned up garbage
  - Painted and Repaired Interior of Activities Building

- Miscellaneous Work
  - Removal of Gazebo at George Washington's Headquarters
  - Assisted with snow and ice control
  - Completed winterizing

Fleet Maintenance
December 2017

Total Fleet Maintenance Projects	**142**
Street Maintenance	33
Snow Removal	12
DDC	0
CPD	13
Water Distribution	16
P & R Maintenance	6
CFD	11
Sewer	10
Code Enforcement	5
Flood	0
PIP	0
WWTP	0
Engineering	4
Facility Maintenance	0
Fleet Maintenance	0
Central Services	2
Municipal Parking	0
Public Works	4
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	23
Field Service Calls	3
Total Work Orders Submitted	**44**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
February 6, 2018

Description
Utilities Division 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)

Regular Council Agenda
February 6, 2018

Description
Shade Tree Commission Annual Report for 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CUMBERLAND
SHADE TREE
COMMISSION

December 31, 2017

Dear Mayor and City Council,

Attached is the Annual Report for the year 2017 pertaining to the maintenance of the forest resources within the City of Cumberland

If you have any questions or require any additional information, please feel free to contact me at (301) 759-6607 or paul.eriksson@cumberlandmd.gov.

Sincerely,

Paul T. Eriksson
Natural Resources Specialist

Cc: Jeffrey Rhodes, City Administrator
John DiFonzo, Director of Engineering
Brooke Cassell, Public Works Operations Manager
Rich Mellotte, Street and Parks Maintenance Director
Shade Tree Commission Members
Becky Wilson, Western Urban and Community Forester, MD DNR Forest Service
Dan Hedderick, Allegany Project, MD DNR Forest Service
Raquel Ketterman, Environmental Specialist, City of Cumberland

SHADE TREE COMMISSION REPORT

The Cumberland Shade Tree Commission met 11 times in 2017 (January, February, March, April, May, June, July, August, September, November, and December). Most of the meetings lasted approximately an hour. One commissioner was reappointed (Bittinger) and two commissioners left the Shade Tree Commission, Katie Gattens and Fred Zarger. Mr. Zarger had an illness and unfortunately passed away. He was a valued member of the commission and his contributions to it will be sadly missed.

Our major project was the Arbor Day Festival at Bishop Walsh School on April 27, 2017. Other projects that the Commission participated in are detailed in this report.

The Commission continues to work with partners such as the Maryland Department of Natural Resources Forest Service, the Allegany County Forestry Board and Let's Beautify Cumberland to raise awareness of the added value that plants bring to our community.

The Commission appreciates the opportunity to report on its activities for 2017.

TREE PLANTING PROGRAM

Sites used for tree planting are identified by staff or are requested by an adjoining property owner. City staff review the planting site to determine the size of the planting material that could be planted and recommend a species that would be suitable for planting. Most trees are in the 1 1/2 inch to 2 1/2 inch caliper range. Tree species selected are put into three categories: Trees that get large at maturity (greater than 45 feet), medium at maturity (25 to 45 feet in height) and small at maturity (10 to 25 feet). Plants that reach a maximum height of less than 10 feet are classified as shrubs and not subject to the same height regulations as trees. To share in the ownership of the tree, the adjacent property owner can select from species recommended or chose a tree that is appropriate for the planting site.

Large caliper bare root trees, containerized trees as well as ball and burlap planting stock are used. Trees are purchased from local as well as wholesale nurseries throughout the Mid-Atlantic region. Plantings were carried out by city staff, volunteers, and the Maryland Conservation Corps (MCC). The MCC crews as well as the volunteers are given instruction on planting techniques. Prior to each planting Miss Utility was contacted to mark utilities at each planting site; this allows time to make any necessary adjustments in the final tree planting location.

During the spring and fall 2017 planting seasons, 128 trees were planted along Cumberland's streets and on publicly owned properties.

Initial tree maintenance of street trees is conducted by the City personnel one year after planting. During the period from December to June, City of Cumberland personnel remove stakes from trees planted previous years, inspect each tree, and give the trees an initial training pruning. This also allows the City to remove the tree and schedule a replanting if it has been severely damaged by string trimmers, deer, or other activity.

Arbor Day was held on April 27, 2017 at the Bishop Walsh School. Redbud seedlings were distributed to the children that attended. A 'Rising Sun' redbud was planted near the main entrance of the school. This year was the 20th year that the City has been honored to be a Tree City USA. We also received the National Arbor Day Foundation Growth Award for the 11th year. We have been awarded the People Loving and Nurturing Trees award (PLANT) for 25 years. PLANT is sponsored by the Maryland DNR Forest Service and the Maryland Community Forestry Council.

Our other focus in tree planting includes using the local high schools and the Western Correctional Institute as "grow-out" stations for seedlings.

We used trees grown at the Western Correctional Institute (WCI) for giving to community groups to encourage tree planting in the City and the surrounding area. Seeds are given to us by the American Chestnut Foundation, Maryland Chapter, as

well as collected by Commissioners. Redbud seedlings purchased from the MD state nursery are also potted and allow to continue to grow at WCI. The seedlings are also given away at Arbor Day, but the Commission also seeks out other events to give trees away. This is how the Commission encourages tree planting on private property.

Finally, the City was given a Wye Oak, which was planted in memory of Harry Hartman, a retired forester for the Department of Natural Resources. Mr. Hartman touched many lives, especially here in Cumberland, throughout his career with his teaching how to correctly plant and care for trees.

PLANTING COSTS

Spring/Fall 2017 (128 Trees)	$ 8,278.00
Additional Tree Planting Opportunity Costs	$ 411.43
Materials (Mulch, Stakes, Shovels, etc.)	$ 331.35
TREE PLANTING TOTAL	$ 9,020.78

TREE MAINTENANCE PROGRAM

City personnel, at the receipt of either a complaint or a request, evaluate trees to determine if a tree risk condition exists that needs mitigation. An effort is made to correct a risk condition by pruning but, in most cases, the tree has deteriorated to a point beyond simple pruning. City crews remove trees that are not beyond available equipment. It is hoped that an aerial lift can be purchased in the future to care for taller trees. The City of Cumberland also has contracted the removal of high to extreme risk trees, using both contractors directly available to the City as well as contractors working for the various utilities that service the region. A total of 27 trees were removed by contractors. Four (4) trees were removed by a contractor for Potomac Edison. Finally, a total of 39 trees were removed by City crews.

An effort is also made to attend to the needs of trees in parks and on other City owned properties.

Tree removal by City crews creates stumps. Stumps are removed for several reasons. They include erasing a visual unsightly mess, facilitating tree planting to mitigate the loss of a shade tree, and removing a liability for the adjoining property owner and the City. If the adjoining property owner does not wish to replant a tree, a waver can be obtained. Contractors removed 9 stumps.

The maintenance program established during 1997 required the City to prune newly planted trees every other year for the first six years. The purpose of this was to improve the branching pattern in an attempt to reduce future maintenance needs and extend the useful life of the tree. Unfortunately, staff has gotten away from this ideal and is trying to get this pruning back onto the schedule Adjoining property owners are encouraged to contact local arborist/tree care companies, or City staff for future maintenance recommendations. Contractors prune trees that are beyond the capability of the City. City personnel also pruned trees that needed crown or stem adjustment. A total of 4 trees were pruned by contractors. An additional 97 trees were pruned by City crews or by the Maryland Conservation Corps working with the City's Natural Resources Specialist.

The maintenance program also monitors for disease and insect problems.

Emerald ash borer (EAB) (*Agrilus planipennis*) infested trees continue to be identified in Constitution Park. The Street Department and the Shade Tree Commission continue to assist the Park and Recreation Department to remove dead ash trees when they are in an area that pose a hazard to the public. Ash trees can be treated using a pesticide (Emamectin benzoate) that the City has used in the past, but most of the ash trees in the park have succumbed to the insect infestation. The stumps from felled trees can be removed by either backhoe or by grinding if it is needed.

Ash street trees were also affected by EAB. Treatments of Emamectin benzoate was again made on ash street trees this year. This upcoming year will see continued treatment of some ash trees that were initially treated in 2014 and continued removal of other ash trees around the City. Future application of the pesticide will need to be made on those trees to be retained and has helped with staggering the removal cost of the ash trees along City right-of-ways. City staff continues to work with cooperating county, state, and federal agencies to monitor for this and other exotic pests that could potentially attack trees in the parks and along the streets and cause considerable damage.

MAINTENANCE COSTS

TREE PRUNING	$ 1,625.00
TREE REMOVAL	$ 23,325.00
STUMP REMOVAL	$ 1,150.00
OTHER TREE CARE (Pesticide, root pruning, etc)	$ 527.80
INFRASTUCTURE RELATED	$ 439.00
EQUIPMENT PURCHASES	$ 893.46
TREE MAINTENANCE TOTAL	$ 27,960.26

RECYCLING

City maintenance crews spend several weeks in the fall gathering leaves along Cumberland's streets. The project intent is to reduce the amount of leaves that flow in to the storm sewer system causing blockages. The project has been successful in reducing the number of man-hours spent unclogging the sewer system and at the same time recycling a respectable volume of leaves. Property owners are asked to participate by raking the leaves from their yards to the curb to be collected. A total of 47 tons of leaves were collected and taken to the county yard waste and mulch site at Mexico Farms. At this time, it does not cost anything for the City to drop the leaves at the Mexico Farms site.

Most of the brush gathered during pruning work or tree removal goes to the county's compost site at Mexico Farms. It is estimated that approximately 4080 cubic feet (or a cube that is about 16 feet by 16 feet by 16 feet.) of brush created from pruning and tree removal was taken to the county compost site by the Natural Resources Specialist and the Natural Resources Intern. Material that is larger than 6 inches diameter is often set aside for firewood. Wood that is not used for firewood gets disposed of by other means, including landfill material. Staff continually look for ways to get this unwanted material used so that it does not end up in the county's waste stream.

The City no longer collects Christmas trees for recycling. Trees are collected with other trash or brought down by individuals to the county yard waste site.

RECYCLING COSTS	
City Employees Labor	$ 25,760.00
Equipment	$ 8,800.00
RECYCLING TOTAL	$ 34,592.00

PLANNING AND EDUCATION

The Commission and staff see planning as a great tool, especially in identifying communities within the city limits that could benefit from additional tree establishment and care. A strategic plan was adopted to create some short term but mostly long term goals to work toward. A short term goal was to develop an inventory of road side trees, including identifying low risk, high risk, or extreme risk trees. This was accomplished in 2013. The next step would be an analysis of the inventory data. Following the inventory and analysis, the next step would be to update the Community Forestry Plan (the resource management plan), which has not been updated since 1995. The update would identify activities that should be included on an annual work plan as well as give a picture on a smaller scale of how neighborhoods could maintain or improve their tree canopy.

The Commission feels that training and learning are valuable tools in the maintenance of credentials and specifications for tree care. Commissioners did attend a workshop in 2017 in Johnstown, PA. A Commissioner also attended training for the Road Side Tree Expert test. Two crew members of the Street Department, the Natural Resources Intern, and the Commissioner all passed the Road Site Tree Expert exam.

The Commission was a sponsor for the Mid-Atlantic Chapter of the International Society of Arboriculture (MAC-ISA) Day of Safety held at Allegany College of Maryland on June 9th. The event brought over 100 arborists from around the area to Cumberland to discuss safety issues in arboriculture.

An intern from Allegany College's Forestry program was hired in April and worked from May until August. Having an intern to assist the NRS helps accomplish many tasks that need to get done over the course of the summer. At the same time, the intern gets valuable job experience working in a municipal setting.

Staff attended the following: Alleghany Society of American Foresters meeting in Reading, PA; MD/DE Society of American Foresters meeting in Boonsboro, MD; pesticide recertification training by Maryland Department of Natural Resources in Keedysville, MD; pesticide recertification training by West Virginia Extension in Romney, WV; Bartlett Plant Health Seminar in Mercersburg, PA; the annual meeting of the International Society of Arboriculture held in Washington, DC this year; attended the Saluting Branches event at the Cemetery of the Alleghenies in Allegheny County, PA; various internet based trainings from organizations such as Pennsylvania State University. Staff has maintained certifications for Maryland fertilizer applicators license, International Society of Arboriculture Certified Arborist program, Maryland foresters license, pesticide applicators licenses for both Maryland and West Virginia, as well as the required permits for Maryland Roadside Tree law compliance.

PLANNING AND EDUCATION COSTS		
Training/Continuing Education	$	94.00
Software/Hardware	$	0.00
Contractual Work (Inventory, Analysis, etc)	$	0.00
Other (Books, Shirts, Trees, and Other Promotional Materials)	$	804.02
PLANNING TOTAL	$	898.02

REVENUES

The City of Cumberland funds the Shade Tree Program from the Special Purpose Funds. The amount requested for Fiscal Year (FY) 2017 was $107,400 and for FY 2018 was $72,593. The Shade Tree Program received an allocation of $75,293 for FY 2017 and $75,700 for FY 2018. Gifts and donations are also given on occasion to the Shade Tree program which is used towards tree purchases. Grants are usually used to fund specific projects.

Appendix A
Trees Removed, Pruned, or Planted in 2017

Removed:

Location	Roadside Tree?	Species	Contractor?	When Done?
604 Louisiana Ave	Yes	Sycamore	Contractor	Dec 2017
603 Louisiana Ave	Yes	Silver Maple	Contractor	Dec 2017
8 Pennsylvania Ave	Yes	Bradford Pear	Contractor	Dec 2017
8 Pennsylvania Ave	Yes	Bradford Pear	Contractor	Dec 2017
Parkview St (Const. Park)	No	Norway Spruce	Contractor	Dec 2017
Parkview St (Const. Park)	No	Pin Oak	Contractor	Dec 2017
256 Elder St	Yes	Sycamore	Contractor	Dec 2017
42 Humbird St	Yes	Sycamore	Contractor	Dec 2017
55/57 Greene St	Yes	Bradford Pear	Contractor	Dec 2017
8 Johnson St	Yes	Bradford Pear	Contractor	Dec 2017
692 Gephart Dr (Thompson Ave)	Yes	American Elm	Contractor	Dec 2017
692 Gephart Dr (Thompson Ave)	Yes	Norway Maple	Contractor	Dec 2017
818 Windsor Dr	Yes	Norway Maple	Contractor	Dec 2017
515 Dunbar Ave	Yes	Norway Maple	Contractor	Dec 2017
635 Washington St	Yes	Red Maple	Contractor	Dec 2017
517 Woodside Ave (Boyd Ave)	Yes	Siberian Elm (multi-stemmed	Contractor	Dec 2017
921 Lexington St (Offutt St)	Yes	Norway Maple	Contractor	Dec 2017
20 Bedford St	Yes	Flowering Cherry	City of Cumberland	June 2017
311 Columbia St	Yes	Red Maple	Contractor	Dec 2017
Sperry Terrace	No	Ash	Contractor	Dec 2017
Sperry Terrace	No	Ash	Contractor	Dec 2017
819 Buckingham Dr	Yes	Norway Maple	Contractor	Dec 2017
819 Buckingham Dr	Yes	Norway Maple	Contractor	Dec 2017
677 Fayette St (Wills Creek Ave)	Yes	Elm	City of Cumberland	July 2017
502 Fayette St (Allegany St)	Yes	Magnolia	City of Cumberland	July 2017
502 Fayette St (Allegany St)	Yes	Magnolia	City of Cumberland	July 2017
601 Thompson Ave	Yes	Norway Spruce	Contractor	July 2017
120 King St	Yes	Ash	Contractor	Feb 2017
120 King St	Yes	Ash	Contractor	Feb 2017
205/207 Grand Ave	Yes	Kwanzan Cherry	City of Cumberland	Apr 2017
205/207 Grand Ave	Yes	Kwanzan Cherry	City of Cumberland	Apr 2017
223 Pear St	Yes	Flowering Cherry	City of Cumberland	Aug 2017

510 Rose Hill Ave (Arnett Terrace)	Yes	Mimosa	City of Cumberland	Mar 2017
818 Windsor Dr	Yes	Elm	City of Cumberland	Sep 2017
535 Fayette St	Yes	Crabapple	City of Cumberland	July 2017
22 Queen City Dr	Yes	Kwanzan Cherry	City of Cumberland	July 2017
Lynn St	No	Maple	City of Cumberland	Feb 2017
18 Sandringham Circle	No	Norway Maple	Potomac Edison/Asplundh	Oct 2017
1068 Braddock Rd	Yes	Ash	Potomac Edison/Asplundh	Oct 2017
11218 Valley Rd	Yes	Ash	City of Cumberland	Oct 2017
338 Mt. View Terrace	Yes	Norway Maple	City of Cumberland	Aug 2017
Sedgewick Ave	No	Ash	City of Cumberland	July 2017
45 Baltimore St	Yes	Japanese Lilac	City of Cumberland	July 2017
Richwood Ave	Yes	Bradford Pear	City of Cumberland	Nov 2017
119 Baltimore St	Yes	Crabapple	City of Cumberland	July 2017
Holland St	No	Ash	City of Cumberland	Dec 2017
Holland St	No	Ash	City of Cumberland	Dec 2017
Holland St	No	Ash	City of Cumberland	Dec 2017
Holland St	No	Black Cherry	City of Cumberland	Dec 2017
221 Grand Ave	Yes	Serviceberry	City of Cumberland	Sep 2017
572 Cromwell	No	Ailanthus	City of Cumberland	June 2017
572 Cromwell	No	Ailanthus	City of Cumberland	June 2017
Race St (Smith Park)	No	Yew	City of Cumberland	Oct 2017
Race St (Smith Park)	No	Yew	City of Cumberland	Oct 2017
Race St (Smith Park)	No	Yew	City of Cumberland	Oct 2017
Cresap St	Yes	Redbud	City of Cumberland	Nov 2017
Cresap St	Yes	Rose of Sharon	City of Cumberland	Nov 2017
Parkview	No	Virginia Pine	City of Cumberland	Nov 2017
Greene St (Washington's HQ)	No	Elm	City of Cumberland	Nov 2017
Cumberland St	No	Elm	City of Cumberland	July 2017
129 Roberts St	No	Grey Poplar	Potomac Edison/Asplundh	Apr 2017
Offutt St (GM Rec Cmplx)	No	Pin Oak	Contractor	July 2017
Offutt St (GM Rec Cmplx)	No	Pin Oak	Contractor	July 2017
Hudson St	Yes	Unknown (Dead)	City of Cumberland	July 2017
Hudson St	Yes	Unknown (Dead)	City of Cumberland	July 2017
607 Louisiana Ave	Yes	Flowering Cherry	City of Cumberland	July 2017
712 Brookfield Ave	Yes	Flowering Cherry	City of Cumberland	July 2017
Alley 87	No	Unknown (Dead)	City of Cumberland	Sep 2017
Catskill Ave	No	Maple	City of Cumberland	Nov 2017
Catskill Ave	No	Maple	Potomac Edison	Nov 2017

Pruning:

Address	Species	Contractor?	Road Side Tree?	When Pruned?
Race St (Smith Park)	Spruce	MD Cons. Corps	No	Nov 2017
Baltimore St (Downtown Mall)	Various (15 Trees)	City of Cumberland	Yes	June 2017
225 Columbia St	Flowering Cherry	City	Yes	May 2017
251 Columbia St	Maple	City	No	May 2017
14 Massachusetts Ave	Flowering Cherry	City	Yes	June 2017
208 Grand Ave	Flowering Cherry	City	Yes	Sep 2017
212 Grand Ave	Flowering Cherry	City	Yes	Nov 2017
212 Grand Ave	Flowering Cherry	City	Yes	Nov 2017
217 Washington St	Bradford Pear	City	Yes	Aug 2017
217 Washington St	Bradford Pear	City	Yes	Aug 2017
217 Washington St	Bradford Pear	City	Yes	Aug 2017
801 Virginia Ave	Ivory Pillar Lilac	City	Yes	Jun 2017
801 Virginia Ave	Ivory Pillar Lilac	City	Yes	June 2017
801 Virginia Ave	Ivory Pillar Lilac	City	Yes	June 2017
801 Virginia Ave	Redbud	City	Yes	June 2017
801 Virginia Ave	Redbud	City	Yes	June 2017
801 Virginia Ave	Redbud	City	Yes	June 2017
801 Virginia Ave	Redbud	City	Yes	June 2017
801 Virginia Ave	Princess Diana Amelanchier	City	Yes	June 2017
801 Virginia Ave	Princess Diana Amelanchier	City	Yes	June 2017
801 Virginia Ave	Princess Diana Amelanchier	City	Yes	June 2017
500 Arnett Terrace	Norway Maple	Contractor	Yes	Oct 2017
500 Arnett Terrace	Norway Maple	Contractor	Yes	Oct 2017
306 Franklin Ave	Sycamore	Contractor	Yes	Oct 2017
800 Buckingham Dr	White Oak	Contractor	Yes	Oct 2017
105 Karns Ave	Norway Spruce	City	No	June 2017
Adams Ave	Various (5 trees)	City	No	June 2017
Boyd Ave	Various (3 trees)	City	Yes	July 2017
223 Massachusetts Ave	Crabapple	City	Yes	Aug 2017
223 Massachusetts Ave	Crabapple	City	Yes	Aug 2017
225 Massachusetts Ave	Redbud	City	Yes	Aug 2017
506 Patterson Ave	Dogwood	City	Yes	July 2017
204 Virginia Ave	Serviceberry	City	Yes	Feb 2017
210 Virginia Ave	Redbud	City	Yes	Feb 2017
Virginia Ave	Various (10)	City	Yes	June 2017
Maryland Ave	Various (10)	City	Yes	June 2017

535 Washington St (Brooke Terrace)	Various (3 trees)	City	No	Nov 2017
Cresap St	Serviceberry	City	Yes	Nov 2017
Cresap St	Serviceberry	City	Yes	Nov 2017
121 Hanover St	Redbud	City	Yes	Oct 2017
North Centre St (Playground)	Crimson King Maple	City (P&R)	No	Sep 2017
North Centre St (Playground)	Pin Oak	City (P&R)	No	Sep 2017
North Centre St (Playground)	Pin Oak	City (P&R)	No	Sep 2017
North Centre St (Playground)	Pin Oak	City (P&R)	No	Sep 2017
North Centre St (Playground)	Pin Oak	City (P&R)	No	Sep 2017
North Centre St (Playground)	Pin Oak	City (P&R)	No	Sep 2017
North Centre St (Playground)	Red Maple	City (P&R)	No	Sep 2017
Caroline St	Norway Maple	City	No	Aug 2017
603 Lincoln St	Bradford Pear	City	Yes	July 2017
Race St	Mulberry	City	No	Aug 2017
116 Grand Ave	Crabapple	City	Yes	July 2017
116 Grand Ave	Crabapple	City	Yes	July 2017
24 East Mary St	Crabapple	City	Yes	Aug 2017
55 Boone St	Sycamore	City	Yes	June 2017
302 Fayette St	Redbud	City	Yes	July 2017
334 Fayette St	Bradford Pear	City	Yes	July 2017
334 Fayette St	Bradford Pear	City	Yes	July 2017
1908 Frederick St	Flowering Cherry	City	Yes	June 2017
119 Decatur St	Flowering Cherry	City	Yes	Sep 2017
1811 Bedford St	Redbud	City	Yes	Apr 2017
1811 Bedford St	Redbud	City	Yes	Apr 2017
Race St (Smith Park)	Bradford Pear	MD Cons. Corps	No	Nov 2017

Planted:

Street Address	Roadside Tree?	Species	When Planted?
801 Virginia Ave	Yes	Harvest Gold Crabapple	26-Apr-17
801 Virginia Ave	Yes	Harvest Gold Crabapple	26-Apr-17
801 Virginia Ave	Yes	Harvest Gold Crabapple	26-Apr-17
801 Virginia Ave	Yes	Harvest Gold Crabapple	26-Apr-17

801 Virginia Ave	Yes	Serviceberry	26-Apr-17
904 Louisiana Ave	Yes	Espresso Ky Coffee	26 Apr 17
Queen City Dr	Yes	Honey Locust	29 Apr 17
Queen City Dr	Yes	Worplesdon Sweetgum	29 Apr 17
500 Avondale Ave	No (replacing RST)	Pink Flare Cherry	26 Apr 17
118 Grand Ave	Yes	Autumnal Cherry	28 Apr 17
531 Williams St	Yes	Sugar Cone Maple	26 Apr 17
531 Williams St	Yes	Serviceberry	26 Apr 17
225 Columbia St	Yes	Serviceberry	29 Apr 17
230 Columbia St	Yes	Ivory Silk Lilac	29 Apr 17
500 Bishop Walsh Dr	No	Rising Sun Redbud	27 Apr 17
Constitution Park	No	Hackberry	22 May 17
Constitution Park	No	Hackberry	22 May 17
Constitution Park	No	Hackberry	22 May 17
Constitution Park	No	Hackberry	22 May 17
Constitution Park	No	Hackberry	22 May 17
Constitution Park	No	Red Maple	22 May 17
Constitution Park	No	Red Maple	22 May 17
Constitution Park	No	Red Maple	22 May 17
Constitution Park	No	Red Maple	22 May 17
Constitution Park	No	Red Maple	22 May 17
Constitution Park	No	American Elm	22 May 17
Constitution Park	No	American Elm	22 May 17
Constitution Park	No	American Elm	22 May 17
Constitution Park	No	American Elm	22 May 17
Constitution Park	No	American Elm	22 May 17
Constitution Park	No	Sycamore	22 May 17
Constitution Park	No	Sycamore	22 May 17
Constitution Park	No	Sycamore	22 May 17
Constitution Park	No	Sycamore	22 May 17
Constitution Park	No	Sycamore	22 May 17
Constitution Park	No	Black Walnut	22 May 17
Constitution Park	No	Black Walnut	22 May 17
Constitution Park	No	Black Walnut	22 May 17
Constitution Park	No	Black Walnut	22 May 17
Constitution Park	No	Black Walnut	22 May 17
Constitution Park	No	Redbud	22 May 17
Constitution Park	No	Redbud	22 May 17
Constitution Park	No	Redbud	22 May 17
Constitution Park	No	Redbud	22 May 17
Constitution Park	No	Redbud	22 May 17

535 Fayette St	Yes	Sugar Cone Maple	26 Apr 17
535 Fayette St (Tilghman)	Yes	Katsura Tree	26 Apr 17
842 Mt Royal Ave	Yes	Serviceberry	27 Apr 17
511 Hill Top Dr	Yes	Hornbeam	26 Apr 17
St. Mary's Ave	Yes	River Birch	26 Apr 17
132 Potomac St	Yes	Katsura	26 Apr 17
133 Potomac St	Yes	Ivory Silk Lilac	26 Apr 17
700 Holland St	Yes	Autumnal Cherry	29 Apr 17
615 Piedmont Ave (Maplewood)	Yes	Pink Flair Cherry	29 Apr 17
615 Piedmont Ave (Maplewood)	Yes	Pink Flare Cherry	29 Apr 17
305 Washington St	Yes	Sugar Cone Maple	26 Apr 17
213 Washington St	Yes	Ivory Silk Lilac	26 Apr 17
201 Washington St (Smallwood)	Yes	Ivory Silk Lilac	26 Apr 17
517 Greene St	Yes	Serviceberry	29 Apr 17
911 Brown Ave	No	Northern Red Oak	26 Apr 17
251 North Mechanic St	No	Dawn Redwood	25 Apr 17
251 North Mechanic St	No	Pink Flair Cherry	25 Apr 17
251 North Mechanic St	No	Pink Flair Cherry	25 Apr 17
Bow St	Yes	Hornbeam	25 Apr 17
Magruder St	Yes	Hornbeam	27 Apr 17
Veterans Park (Centre St)	No	Honey Locust	25 Apr 17
616 Hill Top Dr	Yes	Serviceberry	26 Apr 17
418 Warwick Ave	Yes	Autumnal Cherry	26 Apr 17
605 Thompson Ave	Yes	Pink Flair Cherry	26 Apr 17
208 East Mary St	Yes	Autumnal Cherry	26 Apr 17
120 King St	Yes	Hedge Maple	28 Apr 17
120 King St	Yes	Northern Red Oak	28 Apr 17
213 Emily St	Yes	Ivory Silk Lilac	29 Apr 17
Cresap St (40 Browning St)	Yes	Snowdance Lilac	2 Nov 17
Cresap St (40 Browning St)	Yes	Maackia	2 Nov 17
804 Kentucky St	Yes	Tatarian Maple	2 Nov 17
Veteran's Park	No	Arborvitae 'Nigra'	3 Nov 17
Veterans Park	No	Arborvitae 'Nigra'	3 Nov 17
547 Greene St	Yes	Autumn Brilliance Serviceberry	3 Nov 17
801 Hill Top Dr	Yes	Sugar Cone Maple	2 Nov 17
59 North Centre St	Yes	Maackia	3 Nov 17
516 North Centre St	Yes	Tatarian Maple	3 Nov 17
517 Greene St	Yes	Sugar Cone Maple	3 Nov 17
120 King St	Yes	Street Keeper Honey Locust	2 Nov 17
120 King St	Yes	Kentucky Coffee Tree	2 Nov 17

1313 Virginia Ave	Yes	Sugar Cone Maple	2 Nov 17
118 Grand Ave	Yes	Snowdance Lilac	2 Nov 17
213 Emily St	Yes	Snowdance Lilac	3 Nov 17
1 Potomac St	Yes	Corwellian Dogwood	2 Nov 17
22 Queen City Drive	Yes	Autumn Brill. Serviceberry	3 Nov 17
502 Fayette St (Allegany)	Yes	Snowdance Lilac	3 Nov 17
502 Fayette St (Allegany)	Yes	Snowdance Lilac	3 Nov 17
702 Maryland Ave	Yes	Sugar Cone Maple	3 Nov 17
Ridgewood Ave	No	Street Keeper Honey Locust	2 Nov 17
700 Holland St	Yes	Autumn Brill. Serviceberry	3 Nov 17
Cresap St	Yes	Corwellian Dogwood	2 Nov 17
Cresap St	Yes	Corwellian Dogwood	2 Nov 17
535 Fayette St	Yes	Sugar Cone Maple	3 Nov 17
Lake St	No	Maackia	3 Nov 17
Lake St	No	Maackia	3 Nov 17
Lake St	No	Turkish Filbert	3 Nov 17
1504 Holland St	No	Sycamore	30 Nov 17
1504 Holland St	No	Hornbeam	4 Dec 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
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1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17
1504 Holland St	No	Yellow Birch	30 Nov 17

Stump Removal:

Location	Roadside Tree?	Contractor	When Done	Comments
205/207 Grand Ave	Yes	Rick's Stump Removal	Oct 2017	1 Stump
205/207 Grand Ave	Yes	Rick's Stump Removal	Oct 2017	1 Stump
North Mechanic St at the Narrows	No	Rick's Stump Removal	June 2017	7 Stumps

Other Actions:

Activity	Location	When Done?	By Whom?	What?
EAB Treatment	311 Greene St	June 2017	Bartlett Tree	Ash tree treated with Emamectin Benzoate

Regular Council Agenda
February 6, 2018

Description
Administrative Services monthly report for November, 2017

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 November, 2017

February 6, 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 November, 2017:

Management Information Systems

Statistics

135 completed help desk requests
254 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
- Add features to Fleet Management system
- Assist CPD with video extraction from crime scene DVRs
- Configure new server for Laserfiche
- Upgraded Laserfiche document imaging system
- Streamlined several Finance processes using Laserfiche Connector and Quick Fields

Parks and Recreation

Annual Tree Lighting Ceremony for the City of Cumberland – Downtown Cumberland Mall – Program coordinated with Mall Manager, Downtown Businesses, and the City was held Friday November 24, 2017. The Lighting of the Community Tree, Mall decorations, and a display at Emmanuel Episcopal Church were illuminated by Mayor Grim assisted by the Grandson of Councilman Rock Cioni. The 30 ft. White Spruce tree was donated by The Reform Church in Corriganville. The Holiday procession included the "Lighted Carriage" with Mrs. Claus and Elves. The Trolley bus included residents from the Kensington. City police vehicles begin the parade with Santa Claus arriving on the Ladder Truck. The event, hosted by The Mayor and City Council, included Open Houses and other Holiday events and activities held throughout the day and evening. Prior to the tree lighting entertainment was provided by Lepley's Dance Studio, Fusion, YMCA Dance Crew, Mountain City of the Arts, and Cumberland Theatre.
- 200 bags of candy were distributed to children by Santa and his helpers
.
Volunteers from the Finan Center Recreation therapy volunteer program under the direction of Melissa Netting prepared the candy bags.

Due to the limited staff with the DDC, former Downtown Mall Manager Ed Mullaney assisted City Staff in coordinating the event.

Field Usage:
- Football Practice – Youth League team practice at Flynn and Northcraft Fields, with lights, for the league playoffs and all-star games.
- Adult Flag Football concluded for the season

This concluded field usage of the season, facilities at the sports complex and other ball fields are being winterized for the year by maintenance.

Seasonal employee at Mason Complex, Chuck Lowery concluded work for the season.

Co-ed Volleyball League:
The Fall/Winter League is under the direction of Carol Brown, and began in November and running until April. Games are played on Wednesday evenings using South Penn Elementary School. 6 teams are registered
One meeting, two weeks of practice one week of games – 3 matches – 45 participants

Meetings attended:
- Concession operations at Constitution Park
- Tree lighting meetings
- Various planning meetings for Holiday Activities

- Volleyball League program meeting
- November Recreation Advisory Board Meeting
- Staff meetings

Upcoming:

- **December 5, 6, 11, &12 -** After School Christmas programs visit downtown, organized by Parks & Recreation, BOE 21st Century after School Program and the staff of the Allegany Museum; Gary Bartik, Courtney McKay, and Clara Porcello.
- Fireworks for New Year's Eve and July 4th, 2018
- December Recreation Board meeting
- Planning for 2018 Spring/Summer season and seasonal employees

Community Development

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

Code Compliance

Code Enforcement Activity:

October: 19 new complaint calls with 10 of those closed. Also closed 6 earlier cases.

FY18 *to date* (July-Oct): 234 complaints with 56 closed. (avg. 47 received/month)

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	3	Received:	6	Received:	0
Issued:	1	Issued:	6	Issued:	0

Occupancy Permit

Received: 3

Issued: 2

Housing Inspections

Conducted: 44

Passed: 43

Revenue

Building Permits:	$451.00
Miscellaneous Permits:	240.00
Occupancy Permits:	120.00
Utility Permits:	0.00
Reviews, Amendments, and Appeals:	0.00
Rental Licenses:	825.00
Paid Inspections:	0.00
Municipal Infractions:	0.00
TOTAL	**$1,636.00**

Demolition Permit (Bonds)..... 3,000.00

Community Services Activity:

- Continue conversation with property owners re: Code Enforcement complaint calls from June 2016 to present that are applicable.
    - Made initial calls to owners on 15 of 19 complaint calls received in November.
    - Closed 16 complaints
- The Neighborhood Advisory Commission awaits further direction from M&CC.
    - Clean Up & Green Up Program (MET grant) report collection/writing underway:
        - Cumberland Eastside Neighborhood Association (Decatur Heights) held Oct. 21
        - Rolling Mill (Maryland Ave., Jefferson St., Baker St., and Ascension St.) held Nov. 3
    - SCBCA met Nov. 14th with 65 in attendance.
- Registered as partner with Allegany County BOE's innovative flyer management system, Peachjar to publicize City Community Development free event information (NNO, P&R, etc) electronically to all parents.

Community Development Programs

Community Development Block Grant/CDBG Activity (11/17)

Activity	*Year*	*Initial Funding*	*Envmntl Review*	*Cntrct*	*Spent*	*Remain*	*% Cmplt*
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 Level)	2016	$67,981.00	x	x	$0.00	$67,981.00	0%
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%

CDBG Quarterly Narrative (11/17)

1. The Amtrak improvements: Benches have not moved forward. Awaiting new estimate.
2. Amtrak Infra/Mech Street: No activity
3. CNHS closing cost grant: Activity now underway with one grant processes but not complete.
4. ADA Sidewalk Improvements downtown: No activity
5. YMCA Rehab Ph 2: Notice to Proceed received 11/14/17
6. HRDC Rental Rehabilitation: Bid Notices Posted Oct 31-No activity
7. Goethe St ALU: Work on the Historic Tax Credits application continue (required for Environmental Review Record
8. Transitional Shelter Rehab: Contract put out to bid October 31.
9. Cavanaugh Field: Waiting on invoice for completion of work.
10. Denture Clinic: 1 client processed for new dentures
11. HRDC Office of Housing Opportunity: 8 Heads of Household were provided transitional housing and case management

2017 Activities

The Environmental Review Records are underway for YMCA Gilcrist Ph 3, Friend's Aware Residential Rehab, George Street ADA Sidewalks project, Community Betterment Sidewalks, Homestead Acquisition of 208 Grand Avenue, Cavanaugh Ballfield Imps Ph 2, and Amtrak Infrastructure Improvements Ph 4. All projects require additional information to continue the ERR process- details of job descriptions for the Categorically Excluded Activities are required.

The Homestead site has changed 3 times since this summer. Each Clearinghouse Review requires a minimum 30 days for that State agency to respond. 208 Grand Avenue site has a ratified contract and the State of Maryland Clearinghouse request has been submitted. All other portions of the ERR are complete.

Friend's Aware LEC Rehab contract has been executed in October. No activity

All of the 2017 Sub Recipient Public Service Activities have executed their contracts after the Mandatory Meetings in October. No activity has occurred on the 2017 projects as far as spending.

Historic Planning/Preservation:

The Cumberland Historic Preservation Commission met on Wednesday, November 8, 2017 at 4pm in the City Hall Council Chambers. One Certificate of Appropriateness was reviewed:

25-29 North Liberty Street - Dajana Building - Larry Boggs

There were no additional Certificates of Appropriateness processed administratively during the month.

There were two Section 106 reviews processed in November:

George Street Garage - South George Street
208 Grand Avenue

The Community Development Programs Manager and one member of the Historic Preservation Commission attended the National Trust for Historic Preservation's annual conference, held this year in Chicago from November 14-November 17th. The City of Cumberland receives an annual Certified Local Government grant to provide annual training for HPC members and staff.

The Maryland Historical Trust held a Capital Grant Workshop for the public at the Allegany Museum on November 15th. This is the first opportunity to submit applications to the Capital Grant program for nearly ten years since program funding at the State level had been cut during this time.

The WVU Law Clinic staff presented an overview of the scope of work and schedule for their research and development of a blight action plan for Cumberland. The survey portion of the project is anticipated to begin the first weekend of December. The final plan will result in a comprehensive approach for preventing and resolving blighted and vacant properties. The project is funded by a Maryland Technical Assistance Grant and Community Development Block Grant funds.

Routine grant administration reports were submitted to the Maryland Historical Trust, and Department of Housing and Community Development.

Comptroller's Office

Activity Report – November 2017

Cash Flow:

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

On November 1, 2017 the City had a cash balance of $4.7 million. Receipts exceeded disbursements by $0.6 million in November leaving the City with a cash balance of $5.3 million at November 30, 2017.

As of November 30, 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)					$ 3,931,620
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	$ 3,703,658	$ -	$ 923,174	$ -	$ 2,780,484
FY 2017	616,445	-	22,587	-	593,858
FY 2016	288,146	-	8,552	-	279,594
FY 2015	48,225	-	689	-	47,536
FY 2014	27,149	-	43	-	27,106
FY 2013	25,596	-	43	-	25,553
FY 2012	29,290	-	44	-	29,246
FY 2011	46,826	-	44	-	46,782
Prior FY's	101,549	-	-	-	101,461
	$ 4,886,884	$ -	$ 955,176	$ -	$ 3,931,620

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

Real property (non-owner occupied)	$ 1,057,600
Non-Corp Personal Property	16,261
Corporate Personal Property	283,884
Real Property (semiannual payments)	1,422,739
Real Property (Half Year)	-
	$ 2,780,484

November 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
November 30, 2017

	Cash	Investments
Beginning Balance	$ 4,731,225	$ 12,009,369
Add:		
Cash Receipts	5,524,000	
Investment Transfer	-	-
Less:		
Disbursements	4,930,239	-
Investment Transfer	-	-
Ending Balance	$ 5,324,986	$ 12,009,369
Restricted	$ 357,724	$ 1,100,747

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

Restricted Cash

	11/1/2017	Increase	Utilization	11/30/2017
Police Seizures	$ 153,791	$ 12	$ -	$ 153,803
Bowers Trust	76,750	-	-	76,750
Restricted Lenders	106,341	-	-	106,341
Other	20,655	175	-	20,830
	$ 357,537	$ 187	$-	$ 357,724

Restricted Investments

	11/1/2017	Increase	Utilization	11/30/2017
DDC	$ 6,656	$ -	$ -	$ 6,656
GOB 2013	1,094,091	-	-	1,094,091
	$ 1,100,747	$-	$-	$ 1,100,747

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 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

	11/1/2017	Utilization	11/30/2017
CDA 2014	$ 870,922	$ -	$ 870,922
CDA 2015	2,290,013	-	2,290,013
CDA 2017	1,177,275	390,678	786,597
	$ 4,338,210	$ 390,678	$ 3,947,532

CSO Projects (current phase)

	11/1/2017	Utilization	11/30/2017
Evitts Creek Debt	$ 135,200	$ 2,103	$ 137,303
Evitts Creek Grant	-	-	-
WWTP Debt	277,632	50,873	328,505
WWTP Grant	1,943,418	356,112	2,299,530
	$ 2,356,250	$ 409,088	$ 2,765,338

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 November CDA 2017 draw of $391,000 was for heavy duty equipment including a fork lift, spreader/augers for snowplows and Vac-Con truck.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During November we received $356,000 in BRF grants on the WWTP project and incurred new debt of $53,000 on the Evitts Creek and WWTP CSO projects.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
February 6, 2018

Description
Fire Department monthly report for December, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

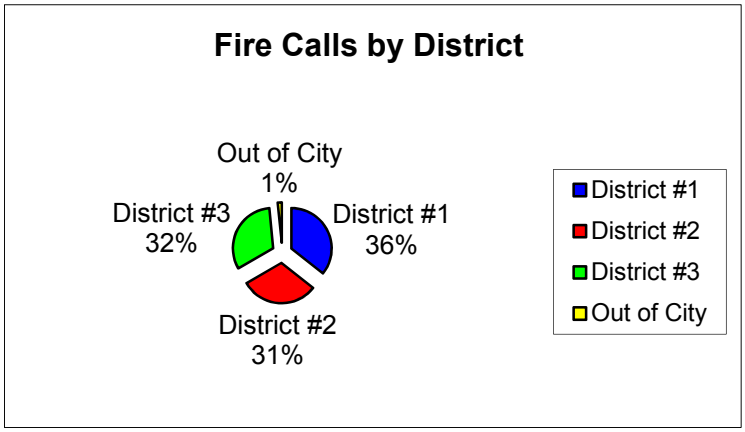
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF DECEMBER, 2017
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 129 Fire Alarms:

Responses by District:	
District #1	46
District #2	40
District #3	41
Out of City	2
	129



Number of Alarms:	
First Alarms Answered	129

Calls Listed Below:	
Property Use:	
Public Assembly	1
Institutional	7
Educational	0
Residential	82
Stores and Offices	4
Storage	1
None	4
Special Properties	30
	129

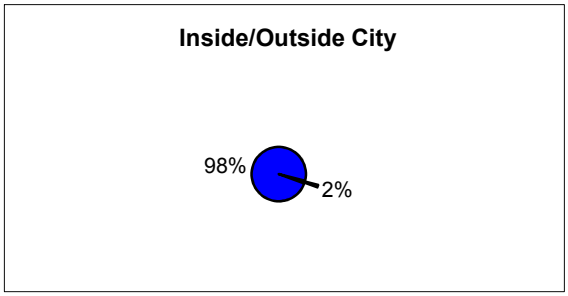
Type of Situation:	
Fire or Explosion	8
Overpressure, Rupture	2
Rescue Calls	67
Hazardous Conditions	10
Service Calls	9
Good Intent Calls	17
Special Incident	1
False Calls	15
	129

Total Fire Service Fees for Fire Calls Billed by MCA in December:	$1,470.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$20,020.00
Fire Service Fees for Fire Calls Paid in December:	$1,120.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$2,700.00
Total Fire Service Fees Paid in FY2018:	$4,830.00

Fire Service Fees for Inspections and Permits Billed in December:	$50.00
Fire Service Fees for Inspections and Permits Paid in December:	$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$500.00

Cumberland Fire Department Responded to 442 Emergency Medical Calls:

In City Calls	435
Out of City Calls	7
Total	442



Total Ambulance Fees Billed by Medical Claim-Aid for December, :	$153,363.66
Ambulance Fees Billed Fiscal Year to Date:	$732,232.00
Ambulance Fees Paid:	
Revenue Received in December:	$70,625.16
FY2018 Ambulance Fees Paid in FY2018:	$370,025.95
Total Ambulance Fees Paid in FY2018:	$528,666.35

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

Cumberland Fire Department Provided 5 Mutual Aid Calls:

5	Mutual Aid Calls within Allegany County
0	Mutual Aid Call outside of Allegany County
5	

Bowman's Addition VFD	2
Cresaptown VFD	3
	5

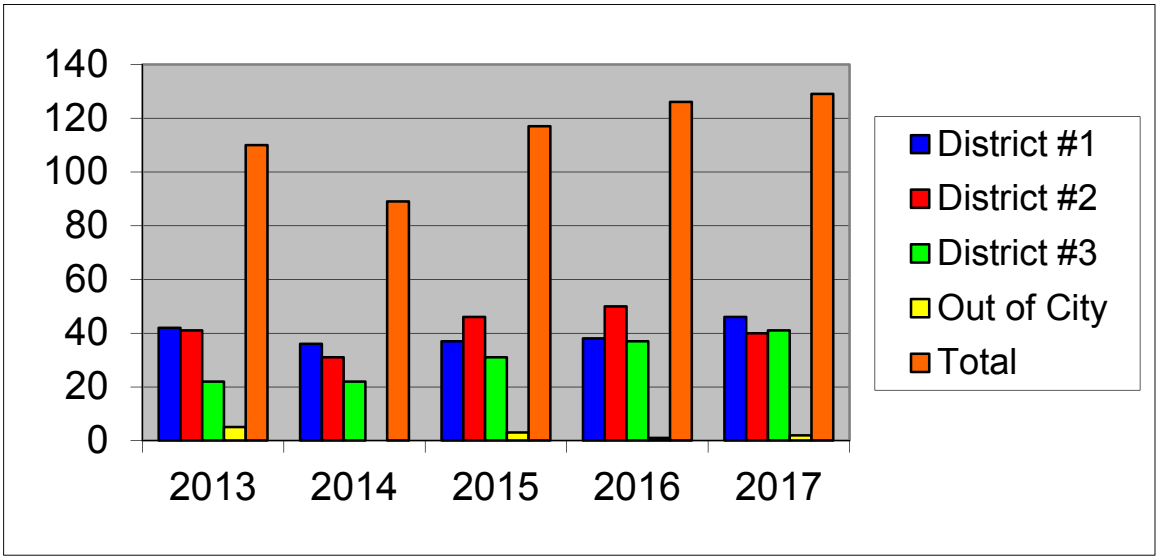
Cumberland Fire Department Provided 2 Paramedic Assist Calls:

0	Paramedic Assist Calls within Allegany County
2	Paramedic Assist Calls outside of Allegany County
2	

Fort Ashby, WV VFD	2

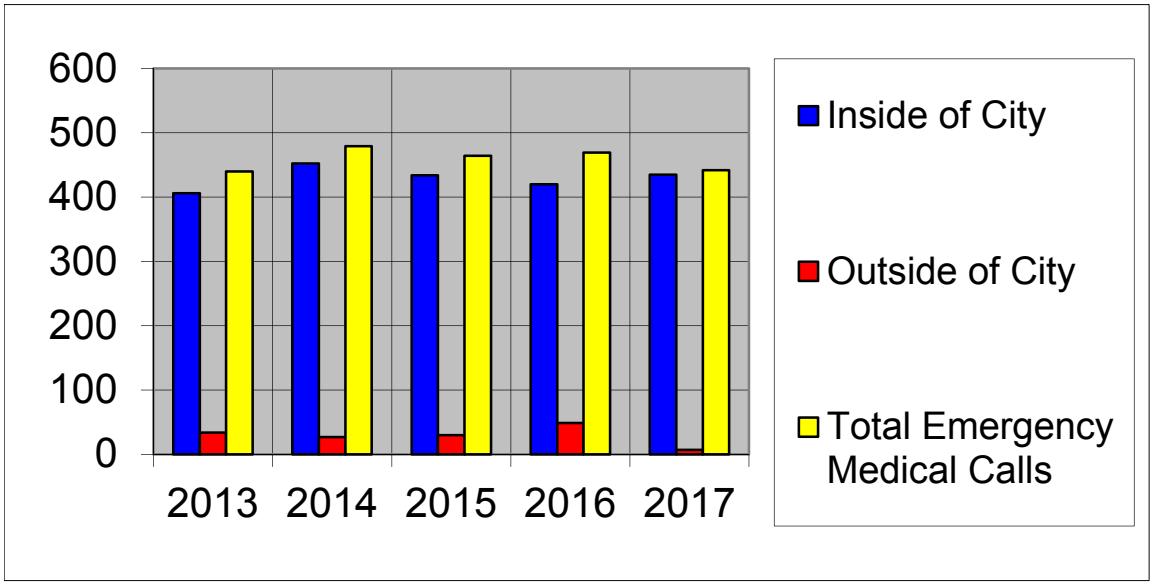
Fire Calls in the Month of December for a Five-Year Period

	2013	2014	2015	2016	2017
District #1	42	36	37	38	46
District #2	41	31	46	50	40
District #3	22	22	31	37	41
Out of City	5	0	3	1	2
Total	110	89	117	126	129



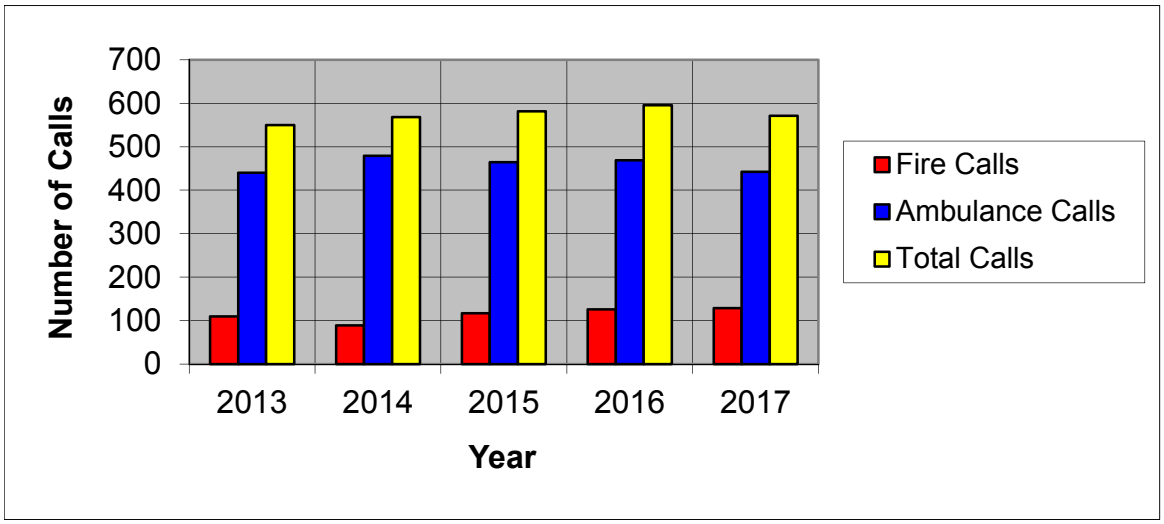
Ambulance Calls in the Month of December for a Five-Year Period

	2013	2014	2015	2016	2017
Inside of City	406	452	434	420	435
Outside of City	34	27	30	49	7
Total Emergency Medical Calls	440	479	464	469	442



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

	2013	2014	2015	2016	2017
Fire Calls	110	89	117	126	129
Ambulance Calls	440	479	464	469	442
Total Calls	550	568	581	595	571



Training

Training Man Hours:	489.00
Training Listed Below:	
Risk Management	7.00
Apparatus Check Procedures	44.00
Plan Review	20.00
Chimney Fires	4.50
Emergency Vehicle Operations	40.00
EMS Protocol Update	6.00
Firefighter I Class	178.00
Firefighter II Class	106.00
General Fire Prevention	1.50
Haz-Mat Awareness & Operations	48.00
Physical Fitness	16.00
Officer Meeting	7.00
Water Rescue	11.00
	489.00

Fire Prevention Bureau

Complaints Received	4
Conferences Held	61
Correspondence	17
Inspections Performed	7
Investigations Conducted	1
Plan Reviews	6
Pre-Plans	0

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
February 6, 2018

Description
Police Department 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)

City of Cumberland Department of Police

Monthly Report

December 2017

City of Cumberland Department of Police

Monthly Report

December 2017

Part 1 Crimes for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Aggravated Assaults	7	9	B & E (All)	26	17	Murder	0	0	Rape	1	0
Robbery	6	9	Theft - Felony	9	3	Theft - Vehicle	4	2			

Selected Criminal Complaints for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Theft - Misdemeanor	28	19	Theft - Petty	46	24	Domestic Assaults	22	24	CDS	59	50
Disturbances	159	151	DOP/Vandalism	22	20	Indecent Exposure	1	0	Sex Off - Other	3	3
Suicide	2	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	3
Trespassing	7	6	Assault on Police	4	4	Assault Other	42	25			

Selected Miscellaneous Incidents for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Alcohol Violations	4	7	Juvenile Compl.	15	11	Missing Persons	6	4	School Resource	82	70
School Threat	0	0	Sex Off. Regist.	17	12	Truancy	5	2	Death Investigation	9	3

Selected Traffic Incidents for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
DWI	6	9	Hit & Run	30	32	M/V Crash	76	84	Traffic Stop	326	331

Selected Service Calls for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Alarms	69	69	Assist Motorist	49	40	Check Well-Being	102	87	Foot Patrol	14	25
Assist Other Agency	65	63	Bike Patrol	0	0	Special Events	10	6	Suspicious Activity	113	84

Arrests Totals for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
M/V Citations	41	53	M/V Warnings	276	269	Adult Arrests	131	139	Juvenile Arrests	28	11

	2016	2017
Total Incidents Reported :	**2,038**	**1,969**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

December 2017

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	5 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: 203 HOURS — YEAR TO DATE (beginning 7/1/17): 5269 HOURS
COMP TIME USED: 281 HOURS — YEAR TO DATE (beginning 7/1/17): 1340 HOURS
SICK TIME USED: 111 HOURS — YEAR TO DATE (beginning 7/1/17): 784 HOURS

OVERTIME REPORT

OVERTIME WORKED: 255 HOURS — YEAR TO DATE (beginning 7/1/17): 2173 HOURS
HOSPITAL SECURITY: 104 HOURS — YEAR TO DATE (beginning 7/1/17): 754 HOURS
COURT TIME WORKED: 96 HOURS — YEAR TO DATE (beginning 7/1/17): 509 HOURS

Regular Council Agenda
February 6, 2018

Description
Approval of the Regular Session Minutes of December 5 and December 19, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
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

AGENDA

DATE: December 5, 2017

I. Closed Session

1. 5:45 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to negotiations with the IAFF Local #1715

   Motion to move into closed session was made by Caporale, seconded by Bernard, and passed on a vote of 4-0 with Councilman Frazier being absent at the time of vote.

2. Executive Session

II. Open Session

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

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Mayor Brian K. Grim; Council Members Seth Bernard, David Caporale, Richard J. "Rock" 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, December 5, 2017 at 5:45 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

(A) Public Works

1. Maintenance Division monthly report for October, 2017.

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

VI. Approval of Minutes

1. Approval of the Regular Session Minutes of November 21, 2017

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

VII. Approval of Minutes

1. Approval of the Closed Session Minutes of November 7, 2017

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

VIII. Public Hearings

1. Public Hearing to receive comment on a proposed Zoning Text Amendment #1206 to amend Section 6.02- Use Regulation Table of the Zoning Ordinance to permit general restaurants and fast-food restaurants without drive-thru service as permitted uses within R-O zoning districts; and to permit fast-food restaurants with drive-thru service as a conditional use in R-O zoning districts

   Mayor Grim convened the Public Hearing at 6:19 p.m.

   Jeff Rhodes discussed details of the proposed zoning amendment. The Planning and Zoning Commission had also held their required public hearing on the matter and had approved a resolution recommending approval to the Mayor and City Council. Residential/Office (R/O) Zones are usually transitional areas between residential and business areas and the Commission felt it was reasonable to allow restaurants, under certain conditions, to accommodate joint uses in those areas. The current regulations of the R/O Zone do not allow for this, however; therefore, pending the consensus of Council, an Ordinance would be prepared to make the changes noted to accommodate such uses.

   Mayor Grim opened the floor for public comment.

   Upon questioning from Council, Mr. Rhodes provided a map showing the areas currently zoned R/O that would be affected by the amendment. He stated that interest in the amendment had been shown in the area off the Interstate near where the new hotel was being built, and also in a commercial complex in the Seton Drive area. Drive-through uses would have to go to the Board of Zoning Appeals to allow public input and allow the Board to consider where any limitations or restrictions should be applied to a permitted use.

   With no further comments, Mayor Grim adjourned the Public Hearing at 6:25 p.m.

(A) Ordinances

1. Ordinance *(1st, 2nd, and 3rd readings)* - to repeal and reenact Section 2-175 of the City

Code to allow for the sole source purchase of used equipment and equipment that qualifies as new but which is older than the most current model year

Mr. Rhodes introduced the Ordinance and advised that the current Code language did not allow the City the option to purchase a new vehicle that was a "demo" model, which normally can be acquired for less money than a "new" vehicle. The proposed Code changes would allow the City the flexibility to take advantage of good deals and save money. Staff was asking for three readings of the Ordinance tonight to allow the changes to be made in a timely manner to allow for the purchase of a demo model that was available.

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

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

ORDINANCE NO. 3827

(B) <u>Orders (Consent Agenda)</u>

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

1. Order authorizing the City Administrator and the Chief of Police to accept a Department of Justice COPS Hiring Program Grant in the amount of $375,000 for the period of November 1, 2017 - October 31, 2021 to provide funds to help pay three (3) police officers' salaries on a sliding scale over a four-year period, with the City's share being 15%, 20%, 65%, and 100% respectively

   ORDER NO. 26,215

2. Order accepting the recommendation of the City Comptroller to transfer the City's operating checking and savings accounts from BB&T to First United Bank & Trust and authorizing the Mayor, City Administrator, and City Comptroller to sign documentation necessary for the transfer

   ORDER NO. 26,216

3. Order authorizing the acceptance of the donation of a Deed to transfer property at 850 Sperry Terrace (Tax Acc. Nos. 06-014550 and 06-014569) from Jacqueline VanMeter to the City and authorizing the execution of a Donation Agreement pertaining to this donation

ORDER NO. 26,217

4. Order authorizing the execution of a Purchase Agreement with Fannie Mae for property and improvements at 536 Maryland Avenue (Tax Account No. 22-006290) for the total purchase price of $5,500; authorizing acceptance of the deed effecting the transfer provided settlement contingencies are met; and granting the City Solicitor and City Administrator the authority to execute documents for the transfer

   ORDER NO. 26,218

5. Order authorizing the City Solicitor to submit a claim on behalf of the City relative to a Settlement that has been reached with Citibank in a class action lawsuit about the price-fixing and manipulation of the London Interbank Offered Rate (LIBOR)

   ORDER NO. 26,219

(C) Letters, Petitions

1. Letter from Steven J. Kesner, President/CEO of The Cumberland Housing Group (CHG), requesting that City-owned properties at 32 Virginia Avenue, 34 Virginia Avenue, 321/323 Pennsylvania Avenue, and 325 Pennsylvania Avenue be transferred to CHG for use in their Cumberland Housing Revitalization Program, designed to remove blighted properties and replace them with affordable homes

   Mr. Rhodes advised that the City had been working on a partnership with the Cumberland Housing Group for sometime. He recommended that Council provide consent to move forward on the project, which would help bring better properties back into the tax base.

   The Mayor and Council expressed support of the project and provided consensus to move forward with the transfer of the requested properties.

IX. Public Comments

All public comments are limited to 5 minutes per person

1. All public comments are limited to 5 minutes per person.

   There was comment from one individual, who wished to remain anonymous, regarding concerns with a property management company. Mr. Cohen advised that the issues were matters that needed to be resolved between the tenant and landlord.

X. Adjournment

With no further business at hand, the meeting adjourned at 6:41 p.m.

Minutes approved on _____

Mayor Brian K. Grim: _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, December 5, 2017 at 5:45 p.m.

Second Floor Conference Room, City Hall

On Tuesday, December 5, 2017, the Mayor and City Council met in closed session at 5:45 p.m. in the second floor conference room of City Hall to discuss issues pertaining to negotiations with the IAFF Local #1715.

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, Fire Chief Donald Dunn, and City Clerk Marjorie Woodring. On a motion made by Councilman Caporale and seconded by Councilman Bernard, Council voted 4-0 to close the session with Councilman Frazier being absent at the time of vote. No actions were voted upon and the meeting was adjourned at 6:14 p.m.

Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (9).

Brian K. Grim, Mayor

Entered into the public record on December 5, 2017

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: December 19, 2017

I. Pledge of Allegiance

II. Roll Call

PRESENT: Mayor Brian K. Grim; 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. Presentations

1. Presentation on the proposal for upgrades to the Center City Parking Garage on George Street from Kathy McKenney, Community Development Programs Manager

Kathy McKenney provided information on the existing layout and conditions of the Garage. She provided numbers on the available parking spaces and rates, and discussed that there were handicap accessibility challenges, dated signage, and that the garage was hard to navigate. She reviewed a proposal to change access on the bottom level to parking for Handicap, blue permit holders, and City vehicles. She also proposed that the bottom level would change directions and cars would enter from George Street; the top levels (2-6) would offer mixed parking for yellow and green permit holders as well as public parking spaces; only one permit price for levels 2-6 and no assigned spaces; new signage would read "Public Parking" and "Handicap and Reserved Parking."

McKenney provided a breakdown of monthly rates showing the effect the proposal would have on revenues. She recommended that a new gate/machine be purchased as the current one was broken and discussed various other improvements that were needed such as painting, power washing the exterior, new exterior signage, and replacement of all existing yellow signs. Possible funding sources included CDBG funds and an Allegany County facade program.

Sandi Saville, DDC Chairwoman, also discussed needed upgrades to the garage. She stated that the Downtown Development Commission was willing to contribute $10,000 towards the

interior and exterior work and use their staff to assisting with the painting if the City would consider putting in a new gate system to maximize revenue from the garage. McKenney advised that she recently received a quote of $63,000 to include new machinery, software for the credit card system, and installation.

2. Presentation on incentive programs for historic properties from Kathy McKenney, Community Development Programs Manager

Kathy McKenney reviewed the criteria of the Local Historic District Tax Incentive Program, examples of how the credits and assessment freezes are applied, and the process for application. She reviewed other Historic District incentive programs that were available and discussed the Commercial Property Adaptive Reuse Tax Incentive Program. McKenney stated that in 2014 the State of Maryland provided enabling legislation to have local jurisdictions consider increasing or providing a tax incentive up to 25% rather than the 10% that the City now offers for a property tax credit. She asked Council to consider whether the City would want to increase its incentive opportunity to the 25%. Council asked to be provided some numbers on what the increased rates would look like to an investor.

(A) Public Works

1. Maintenance Division monthly report for November, 2017

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

2. Utilities & Central Services monthly reports for November, 2017

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

(B) Administrative Services

1. Administrative Services monthly report for October, 2017

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

(C) Fire

1. Fire Department monthly report for November, 2017

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

(D) Police

1. Police Department monthly report for November, 2017

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

IV. Approval of Minutes

1. Approval of the Work Session Minutes of November 14, 2017

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

V. Approval of Minutes

1. Approval of the Closed Session Minutes of December 5, 2017

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

(A) Ordinances

1. Ordinance *(1st reading)* - 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 service as conditional uses in the Residential-Office (R-O) Zone

Mr. Rhodes introduced the Ordinances and advised that a public hearing on the proposed zoning text amendment had been held at the last meeting and no comments either for or against the change had been voiced.

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

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-8 was made by Caporale, seconded by Cioni, and passed on a vote of 5-0.

1. Order approving the sole source proposal of Carl Belt, Inc. to provide emergency demolition services for the Brunswick Hotel in the amount not to exceed $61,117.14 in accordance with Section 2-171(c) of the City Code

ORDER NO. 26,220

2. Order approving the sole source purchase of a demo model 2016 International 7400 SFA 5-ton Dump Truck from Allegany Truck Inc. for the amount not-to-exceed $140,102.52 in accordance with Section 2-171(c) (v) of the City Code

ORDER NO. 26,221

3. Order declaring City-owned properties located at 32 Virginia Ave., 34 Virginia Ave., 321-323 Pennsylvania Ave., and 325 Pennsylvania Ave. to be surplus and advising of the City's intent to transfer these properties to the Cumberland Housing Alliance for use in the Cumberland Housing Revitalization Program by way of an Ordinance after 20 days' public notice

ORDER NO. 26,222

4. Order authorizing execution of a Donation Agreement with Howder, Inc. for the donation of 409 Walnut Street to the City, authorizing acceptance of the deed to effect the transfer, and authorizing extension of the closing date under certain conditions, and granting the City Administrator and City Solicitor authority to execute documents for the transfer

   ORDER NO. 26,223

5. Order declaring City-owned property at 408 Broadway Street to be surplus and stating the intention of the City to convey the property to David and Linda Spike in consideration of their transfer of property at 624 Maryland Avenue to the City by way of Ordinance after 20 days public notice

   ORDER NO. 26,224

6. Order authorizing the execution of an Operating Assistance Grant Program Grant Agreement with the Maryland DHCD for the provision of $6,000 in funding for the design and production of Downtown Cumberland shopping and dining guides

   ORDER NO. 26,225

7. Order authorizing execution of an Amendment to Contract of Sale with Howard M. and Mary Kathleen Bohn for the City's purchase of property at 6 Virginia Avenue predicated upon the Bohn's purchase of 927 Grand Avenue rather than 911 Michigan Avenue, for the purchase price of $50,000 to be paid by means of a forgivable loan and extending the settlement date

   ORDER NO. 26,226

8. Order approving appropriations and transfers for Fiscal Year 2017

   ORDER NO. 26,227

VI. Public Comments

All public comments are limited to 5 minutes per person

1. All public comments are limited to 5 minutes per person

   Councilman Frazier noted that this was the last meeting of his first year in office, thanked the citizens for the opportunity to serve them, and wished all a happy holiday.

VII. Adjournment

With no further business at hand, the meeting adjourned at 6:51 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
February 6, 2018

Description

Public Hearing to receive requests from organizations seeking support through the City's hotel/motel funds

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 6, 2018

Description

Public Hearing to receive project requests for Community Development Block Grant Funding for the 2018-2019 fiscal year

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 6, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 6, 2018

Description

Ordinance *(1st reading)* - 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 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. _____, 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.

<u>321-323 Pennsylvania Avenue</u>

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.

<u>325 Pennsylvania Avenue</u>

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 6, 2018

Description

Ordinance *(1st reading)* - 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 Street to the Spikers, and execution of supplemental documents necessary for the transfer

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [x] 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 Date
of Cumberland, by Brian K. Grim, Mayor

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 of Cumberland, by Brian K. Grim, Mayor	Date

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.

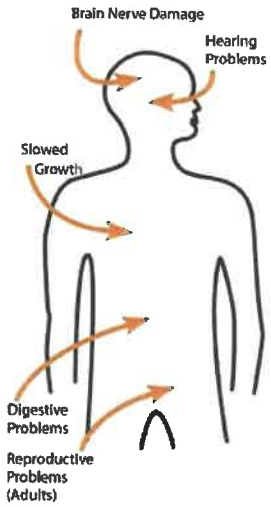
State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources 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.

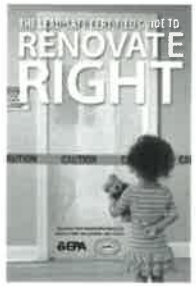
  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your 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 ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ 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 ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ 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 6, 2018

Description

Order authorizing the acceptance of Allegany County Community Enhancement Program Funding in the amount of $210,000 for abatement and demolition costs, and tipping fees pertaining to the Maryland Avenue Redevelopment Project; and authorizing expenditures to the Mountain View Landfill and CEDC, as well as all other costs associated with this 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 6, 2018____**

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

THAT, the City Comptroller be and is hereby authorized to accept Allegany County Community Enhancement Program Funding in the amount of $210,000 for abatement and demolition costs, as well as tipping fees pertaining to the Maryland Avenue Redevelopment Project; and

BE IT FURTHER ORDERED, that expenditures to the Mountain View Landfill and the Cumberland Economic Development Corporation (CEDC), as well as all other costs associated with the abatement, demolition and tipping fees pertaining to the Maryland Avenue Redevelopment Project be and are hereby authorized.

_____

Brian K. Grim, Mayor

ALLEGANY COUNTY
DEPARTMENT OF ECONOMIC
& COMMUNITY DEVELOPMENT

701 Kelly Road, Suite 400 • Cumberland, Maryland 21502

STAFF REPORT

TO: David A. Eberly, County Administrator

FROM: David Nedved, Economic and Community Development Representative

DATE: May 25, 2017

RE: Authorizing Community Enhancement Program Grant to City Of Cumberland for Maryland Avenue Commercial Redevelopment Project

For the Agenda of: June 1, 2017

Background: The Allegany County Community Enhancement Program is designed to assist municipalities in addressing community development needs unique to their community. The program uses the Revolving Building Fund as its funding source. As such, economic development is a key element of this initiative. The purpose of the program is to provide grant funds to municipalities within Allegany County for the purposes of purchasing and demolishing blighted residential buildings and financing business building improvements, thus assisting in the elimination of blight.

The Cumberland Mayor and City Council respectfully requested consideration of funding from the Allegany County Community Enhancement Program to be used for the abatement, demolition and tipping fees, but not acquisition, of various properties within the Maryland Avenue project site. The project site is within the district commonly known as Rolling Mill. The project involves the acquisition and demolition of nine properties. Once the demolition work is completed, the site will be targeted for commercial redevelopment by a developer.

Issues: As per the guidelines for the program adopted by the Board of County Commissioners, the Board of County Commissioners will formally approve any applications at a public meeting.

Financial Impact: The City of Cumberland is requesting $210,000 for abatement, demolition and tipping fees for the demolition of the properties. This will be matched with $231,700 in a cash match for acquisition of these properties. As per the approved guidelines for the Allegany County Community Enhancement Program, for any approved assistance, Allegany County will only reimburse funds spent and will not advance funds. The program uses The Revolving Building Fund as the source of funds.

Alternatives: N/A

Other Considerations: The applicant understands that funding is contingent on the Mayor and City Council acquiring full ownership prior to the commencement of demolition.

Conformity to Applicant's Policy: In December of 2014, the Cumberland Mayor and City Council adopted a strategic plan presented by RKG Associates. The Rolling Mill area is specifically referenced on page 6-5 under Marketing & Asset Development, as a prime opportunity site for commercial development. In January 2015, the City of Cumberland began acquiring properties within the opportunity site to raze for future development. The City of Cumberland will have invested $3.5 million in this project through a bond issue and the State of Maryland's Smart Growth Impact Fund (SGIF) has allocated $250,000 in advance of the transfer of the property to the developer.

Recommendation: The recommendation is that the Board approve giving the City of Cumberland $210,000 from the Allegany County Community Enhancement Program for abatement, demolition and tipping fees, but not acquisition, for nine properties in the Maryland Avenue project site, within the district commonly known as Rolling Mill.

DKN:kam
cc: Jeffrey S. Barclay
Jason M. Bennett

M O T I O N

By motion duly carried of the Board of County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Action Agenda for the June 1, 2017, public meeting:

> Approve giving the City of Cumberland $210,000 from the Allegany County Community Enhancement Program for abatement, demolition and tipping fees, but not acquisition, for nine properties in the Maryland Avenue project site, within the district commonly known as Rolling Mill.

VOTE: _____ _____ _____

JCS CVB WRV

Board of County Commissioners of Allegany County, Maryland

C E R T I F I C A T I O N

I, David A. Eberly, County Administrator of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 1st day of June 2017.

By: _____

David A. Eberly, County Administrator

S E A L

Regular Council Agenda
February 6, 2018

Description

Order allowing for a Special Taxing District tax exemption for 55 Baltimore Street for the 2017/2018 tax year in the amount of $1,074.91

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 6, 2018

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

THAT, the following Residential Exemption from the Special Taxing District Levy for the 2017-2018 tax years be and is hereby granted:

Property / Owner	Tax Year / Account No.	Total Tax Due	Exemption Amt.
55 Baltimore Street/Romero	2017-2018 Tax No. 04-010671	$ 358.30	$ 1,074.91

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

_____

Brian K. Grim, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2017 - 2018

I DAVID T. ROMERO request an exemption from the Special Taxing District Levy for property owned by me at:

55 BALTIMORE ST.
CUMBERLAND MD 21502

My request is based upon the fact that this property is used for:

Industrial 25%

Residential 75%

If only part of the property is used for an exempt purpose, designate the percentage so used:

Industrial % 25%

Residential % 75%

04-010671

Abate 235725 = $ 1074.91

Bill 78575 = $ 358.30

Signed

Date

Regular Council Agenda
February 6, 2018

Description

Order authorizing the execution of a letter regarding the Cable Television Franchise Agreement dated July 8, 2008 with Atlantic Broadband (Penn) LLC, granting Atlantic Broadband approval to refinance its credit agreement, pursuant to which Atlantic Broadband will grant a security interest in certain assets within the city

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 6, 2018____**

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

THAT, the City Administrator be and is hereby authorized to execute a letter of approval regarding the Cable Television Franchise Agreement dated July 8, 2008 between the Mayor and City Council of Cumberland and Atlantic Broadband (Penn) LLC (ABB), granting ABB approval to refinance its credit agreement, pursuant to which AAB will grant a security interest in certain assets within the City.

_____

Brian K. Grim, Mayor

ATLANTIC broadband
a Cogeco company

January 2, 2018

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

Re: Atlantic Broadband (Penn), LLC – Request for Consent for Financing

Dear Mr. Rhodes:

In accordance the City of Cumberland's franchise with Atlantic Broadband (Penn), LLC ("ABB") dated July 8, 2008, this letter seeks approval for ABB to refinance its credit agreement, which will result in increased access to capital. As with the existing line of credit, ABB will grant a security interest in its assets to secure the financing.

It is important to note that the financing will neither result in an assignment or transfer of ownership or control of the franchisee, ABB, nor will it negatively impact ABB's performance under the Franchise.

Please acknowledge your acceptance of the foregoing where indicated below.

Thank you for your prompt attention to this matter.

Sincerely,

Leslie J. Brown
Senior Vice President and General Counsel

Approved and accepted this __ day of _____, 2018.

City of Cumberland

By: _____
Name: _____
Title: _____

Regular Council Agenda
February 6, 2018

Description

Order authorizing the execution of a letter of agreement with Verizon Maryland, LLC acknowledging their option to renew for one year (to be effective July 1, 2018 through June 30, 2019) the term of the original lease for three (3) parking spaces in the George Street Garage for $75/space; and granting the option to further renew the term of the Lease for one (1) additional period of July 1, 2019 - June 30, 2020 under the same terms and conditions

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 6, 2018____**

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

THAT, the City Administrator be and is hereby authorized to execute a letter of agreement with Verizon Maryland, LLC acknowledging Verizon's election to exercise its option to renew for one year, to be effective July 1, 2018 through June 30, 2019, the term of the Lease originally dated November 13, 2007 for three (3) parking spaces in the George Street Parking Garage for $75 per space; and

BE IT FURTHER ORDERED, that Verizon shall have the option to further renew the term of said Lease for one (1) additional period of July 1, 2019 through June 30, 2020, under the same terms and conditions.

_____

Brian K. Grim, Mayor

verizon

Douglas M. Dale
Manager – Real Estate Portfolio Management

Verizon Global Real Estate
Two Verizon Place; MC: 2A3VRE
Alpharetta, GA 30004
douglas.dale@verizon.com

August 28, 2017

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
Track # Track # 7015 0640 0002 2116 0661

Mayor & City Council of Cumberland
c/o City Hall
Cumberland, MD 21902

Mayor & City Council of Cumberland
c/o City Hall
Attn: Jeff Rhodes
57 N Liberty Street
Cumberland, MD 21502

Subject: Notice of Lessee's exercise of option to renew under that certain Parking Lease dated November 13, 2007, as amended and/or extended by a First Amendment of Parking Lease dated September 2, 2008, Second Amendment of Parking Lease dated June 9, 2009, and letters dated October 19, 2010, October 31, 2011, June 8, 2012, September 20, 2013, September 26, 2014, August 25, 2015 and August 15, 2016 (collectively, the "Lease") between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland ("Lessor") and Verizon Maryland LLC, a Delaware limited liability company, ("Lessee") and concerning the three parking spaces located in the George Street Parking Garage, Cumberland, Allegany County, Maryland as further described in the Lease. Verizon Property ID No. GLC #31AOQ

Dear Lessor:

The term of the above-referenced Lease is scheduled to expire on June 30, 2018. Lessee elects to exercise its option to renew the term of the Lease for an additional one year period. Accordingly, the Lease shall remain in full force and effect under all the same terms and conditions set forth in the Lease, except the Lease term shall be extended twelve (12) months from July 1, 2018 through June 30, 2019 (the "Additional Extension Term") and monthly rent shall remain $75 per parking space, for a total monthly rent of $225.

Additional Renewal Options: Provided no default has occurred and is continuing beyond any applicable grace period, Lessee shall have the option to further renew the term of the Lease for ~~two~~ one additional period~~s~~ of one year ~~each~~, on the same terms and conditions contained in the Lease, including monthly rent which shall remain $75.00 per parking space, for a total monthly rent of $225. Lessee may exercise such renewal option by giving written notice to Lessor of its election to renew on or before sixty (60) days prior to expiration of the then current Lease term.

Please note that under the Lease, Lessor's signature in not required for the valid exercise of Lessee's option to renew the Lease for the Additional Extension Term. However, if you are in agreement with the terms set forth in the paragraph above entitled "Additional Renewal Options", please sign below to acknowledge your agreement and return a fully executed copy of this letter to Lessee in the enclosed return envelope.

Please contact Jeff Salino, a member of my team, with CBBRE at 703-212-6859 if you have any questions concerning this matter.

AGREED AND ACCEPTED:

VERIZON MARYLAND LLC

By: _____
Printed Name: Douglas M. Dale
Its: Manager – Real Estate Portfolio Management

MAYOR & CITY COUNCIL OF CUMBERLAND

By: _____
Printed name: _____
Title: _____

Regular Council Agenda
February 6, 2018

Description

Order declaring certain vehicles and equipment to be surplus and authorizing them for sale, trade-in, or disposal

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 6, 2018__**

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

THAT, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that have been determined to be of no further value to the City; and

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

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

UNIT	TAG	YEAR	MAKE AND MODEL	SERIAL NUMBER
STREET				
203	LG61709	2001	CHEVROLET 4X4 PICKUP TRUCK	1GCDT19W718203086
211	LG-43116	1995	INTERNAT'L DUMP TRK W/TAILGATE SPREADER	1HTSEAANXSH676974
225-1			COMPRESSOR	
WATER				
307	LG43105	1995	CHEVROLET CAB/CHASSIS W/COMPRESSOR	1GBHC34F2SE156562
335	LG46658	1997	CHEVROLET EXTENDED CAB	1GCGK29R3VE143606
316-1		1997	MOUNTED AIRMAN AIR COMPRESSOR PSD 185S	GA10506
382 D	LG48846	1998	INTERNATIONAL DUMP TRAILER	1Z9DC3430WM048383
382 F	LG46687	1953	FRUEHAUF TRAILER	XFW7709
FLOOD				
318	LG32737	1990	FORD CF7000 CRANE TRUCK	9BFXH70P7LDM01996
915	LG07213	1970	TRAILER MODEL LS370 W/4 PLY TIRES	2701
SEWER				
607	LG58239	2001	FORD F350 4 X 4 PICKUP TRUCK	1FTWX33L61EB06938

PUBLIC WORKS			
902-1		TRAILER W/WELDER & COMPRESSOR (Com.#9801082838)(Weld.#A910V16938J)	
944	1972	CLARK FORKLIFT C500-40 / 2314613	2314613 LM4

_____

Mayor Brian K. Grim

Regular Council Agenda
February 6, 2018

Description

Order accepting the sole source proposal from Carl Belt, Inc. for the emergency repair of a 30" water valve near Baltimore Avenue that is currently inoperable for the estimated amount of $55,000, as provided for by Section 2-171(c) of the City Code

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 6, 2018____**

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

THAT, the sole source proposal from Carl Belt, Inc. for the repair of a 30" water valve near Baltimore Avenue that is currently inoperable for the estimated amount of Fifty-five Thousand Dollars ($55,000) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this award shall be made on a sole source basis due to the emergency nature of the repairs, as provided for by Section 2-171(c) of the City Code.

_____

Brian K. Grim, Mayor

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Emergency Valve Repair

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Thu, Jan 18, 2018 at 1:54 PM
To: Councilman Bernard <seth.bernard@cumberlandmd.gov>, Councilman Caporale <dcaporale@atlanticbb.net>, Councilman Cioni <richardjcioni@hotmail.com>, Councilman Frazier <eugene.frazier@cumberlandmd.gov>, Mayor Grim <briangrim@verizon.net>
Cc: Margie Woodring <margie.woodring@cumberlandmd.gov>

All,

Subject to Section 2-173(b)(2) of the City Code, I am declaring an emergency to allow us to forgo bidding of a 30" valve repair near Baltimore Avenue that we believe could impact the Decatur Street water main. Essentially, the crews discovered that it is inoperable and we need to excavate and determine what needs to be done up to and including replacement. The preliminary estimate is $55,000 and Carl Belt will be performing most of the work. City crews will also be assisting with other facets of the repair.

If anyone has an issue with my declaration please let me know ASAP as you will have to ratify it by Order at a future meeting.

Thanks.

Jeffrey D. Rhodes, ICMA-CM
City Administrator
City of Cumberland, Maryland
301-759-6424

Email: jeff.rhodes@cumberlandmd.gov
Website: www.cumberlandmd.gov

Regular Council Agenda
February 6, 2018

Description

Order authorizing the appointment of Dr. Henry Bullamore and Timothy Hoffman to the Historic Preservation Commission for a three-year term to be effective 12/31/17 - 12/31/20

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 6, 2018____

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

THAT, the following appointments to the Historic Preservation Commission be and are hereby approved:

Member	**Seat**	**Term**
Dr. Henry Bullamore	Seat 1	12/31/17 – 12/31/20
Timothy Hoffman	Seat 5	12/31/17 – 12/31/20

_____

Brian K. Grim, Mayor

Regular Council Agenda
February 6, 2018

Description

Order accepting the bid of Delray Industries, Inc. to provide a Breathing Air Purification System for the amount not-to-exceed $38,521 and rejecting all other bids; and approving an appropriation to the FY18 General Fund Public Safety Budget in the amount of $38,521 as the Allegany County Government intends to reimburse the City for the cost of this equipment

Approval, Acceptance / Recommendation

Attached

☐ Budgeted

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

Value of Award (if applicable)

$38,521 to be reimbursed by Allegany County

Source of Funding (if applicable)

Allegany County

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __ February 6, 2018____**

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

THAT, the bid of Delray Industries, Inc., 555 Delray Road, Augusta, WV 26707 for a Breathing Air Purification System be and is hereby accepted in the amount not-to-exceed Thirty-Eight Thousand, Five Hundred Twenty-One Dollars ($38,521.00) and all other bids are hereby rejected; and

WHEREAS, Allegany County Government intends to reimburse the City for the total purchase cost of this equipment;

NOW, THEREFORE, BE IT FURTHER ORDERED, that an appropriation to the FY18 General Fund Public Safety Budget be and is hereby approved in the amount of Thirty-eight Thousand, Five Hundred Twenty-One Dollars ($38,521.00), bringing the revised General Fund Public Safety Budget total to Ten Million, Seven Hundred Ninety-Two Thousand, Six Hundred Eighty-Six Dollars ($10,792,686.00).

_____

Brian K. Grim, Mayor

Order of Bids

Bidder	**Amount**
Delray Industries, Inc.	$ 38,521
Squires Electrical / Mechanical Inc.	$ 46,500

General Fund Appropriation

FY18 Public Safety Adopted Budget	$ 10,754,165
Fire Department Machinery and Equipment / Breathing Air Purification System Amendment	38,521
FY18 Public Safety Amended Budget	$ 10,792,686

PRELIMINARY BID RESULTS

Breathing Air Purification System

Bid Opening: January 24, 2018- 2:30 p.m., City Hall Council Chambers

Bidder	Bid Amount	Affidavit
Delray Industries, Inc. 555 Delray Road Augusta, WV 26704	$ 38,521.00	Yes
Squires Electrical / Mechanical Inc. 1003 Oldtown Road Cumberland, MD 21502	$ 46,500.00	Yes

The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bid.

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Breathing Air Purification System for the Fire Dept.

1 message

Julie Davis <julie.davis@cumberlandmd.gov> Wed, Jan 24, 2018 at 3:21 PM
To: Margie Woodring <margie.woodring@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Donald Dunn <donald.dunn@cumberlandmd.gov>

Margie,

As you know, two (2) bids were opened this afternoon, January 24th, for a breathing air purification system. Both bidders met the specifications requested in the bid proposal.

We recommend the low bid of $38,521.00 from Delray Industries, Inc. be accepted at the February 6, 2018 Mayor and City Council Meeting.

As we discussed, Allegany County will either pay or reimburse the City for this expense.

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

Regular Council Agenda
February 6, 2018

Description

Order accepting the bid of Hertrich Fleet Services, Inc., to supply a 2018 Chevrolet Truck w/Crew Cab for the amount not-to-exceed $68,978 and rejecting all other bids

Approval, Acceptance / Recommendation

Robert Rider, Water Distribution Superintendent, reviewed both bids provided and has recommended that the low bid from Hertrich Fleet Services be accepted.

☑ Budgeted

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

Value of Award (if applicable)

$68,978

Source of Funding (if applicable)

Budgeted Item: Water Distribution

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __ February 6, 2018____

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

THAT, the bid of Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963, to supply one (1) 2018 Chevrolet Truck with crew cab be and is hereby accepted in the amount not-to-exceed Sixty Eight Thousand, Nine Hundred Seventy-Eight Dollars ($68,978.00); and

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

_____

Brian K. Grim, Mayor

Order of Bids

Hertrich Fleet Services, Inc.	$68,978
Weimer Chevrolet of Cumberland	$75,237.15

Department:
Water Distribution / Budgeted Item

PRELIMINARY BID RESULTS

2018 Chevrolet Truck w/ crew cab

Bid Opening: January 17, 2018- 2:30 p.m., City Hall Council Chambers

Bidder	Bid Amount	Affidavit	Local Preference
Weimer Chevrolet of Cumberland 10355 Mt. Savage Road, NW Cumberland, MD 21502	$ 75,237.15	Yes	County
Hertrich Fleet Services, Inc. 1427 Bay Road Milford, DE 19963	$ 68,978.00	Yes	N/A

The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bid.

Regular Council Agenda
February 6, 2018

Description

Order accepting the bid of Timbrook Automotive for the supply of two (2) new Ford F550 Regular Cab 4x4 Dump Trucks for the amount of $154,944 and rejecting all other bids

Approval, Acceptance / Recommendation

It is my recommendation that Timbrook receive the bid for the two Ford Dump Trucks based on the 5% local preference for county resident and their good standing. One will be for Street Dept line 001.056.640. The other will be for Flood Control line 003.325.640.

Rich Mellott
Street Department Superintendent

☑ Budgeted

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

Value of Award (if applicable)

$154,944

Source of Funding (if applicable)

Budgeted Items:
Street Department 001.056.640
Flood Control 003.325.640

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __ February 6, 2018____

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

THAT, the bid of Timbrook Automotive dba/ Timbrook Ford, 10201 Mt. Savage Road, NW, PO Box 1682, Cumberland, MD 21501, to supply two (2) New Ford F550 Regular Cab 4x4 Dump Trucks be and is hereby accepted in the amount not-to-exceed One Hundred Fifty-Four Thousand, Nine Hundred Ninety-Four Dollars ($154,994.00); and

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

_____

Brian K. Grim, Mayor

Bids Received:

Bidder	*Bid Amount*	*Bid Amount w/County Preference*
Lindsay Ford, Inc	$ 182,000.00	N/A
Allegany Ford Truck Sales	$ 169,414.00	N/A
Mar-Eco, Inc. dba Keystone Ford	$ 154,980.00	N/A
Apple Ford, Inc.	$ 153,934.00	N/A
Weimer Auto Group	$ 166,021.60	$ 158,324.90
Tri-Star Ford Somerset, Inc.	$ 157,140.00	N/A
Timbrook Automotive	$ 154,994.00	$ 147,297.30
Stuckey Ford	$ 158,280.00	N/A

Department:
Street Department / Budgeted Item / 001.056.64000
Flood Control / Budgeted Item / 003.325.64000

Two (2) New Ford F550 Regular Cab 4x4 Dump Trucks

Bid Opening: January 17, 2018- 2:30 p.m., City Hall Council Chambers

Bidder	Bid Amount	Local Preference	Affidavit
Lindsay Ford, LLC 11250 Veirs Mill Road Wheaton, MD 20902	$ 182,000.00	N/A	Yes
Allegany Ford Truck Sales & Allegany Truck Body 55 6th Street Pitsburgh, PA 15203	$ 169,414.00	N/A	Yes
Mar-Eco, Inc. dba/ Keystone Ford 301 Walker Road Chambersburg, PA 17201	$ 154,980.00	N/A	Yes
Apple Ford, Inc. 8800 Stanford Blvd. Columbia, MD 21045	$ 153,934.00	N/A	Yes
Weimer Auto Group 10355 Mt. Savage Road, NW Cumberland, MD 21502	$ 166,021.60 $ 158,324.90	County	Yes
Tri Star Ford Somerset, Inc. 1260 N. Center Ave. Somerset, PA 15501	$ 157,140.00	N/A	Yes
Timbrook Automotive dba/ Timbrook Ford 10201 Mt. Savage Road, NW PO Box 1682 Cumberland, MD 21501	$ 154,994.00 $ 147,297.30	County	Yes
Stuckey Ford 500 Broad St. Hollidaysburg, PA 16648	$ 158,280.00	N/A	Yes

The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bid.

County Preference = $7,696.70
City Preference = $12,314.72

Regular Council Agenda
February 6, 2018

Description

Order accepting the State Bid from Hertrich Fleet Services Inc. for two sedan police replacement vehicles at a cost not-to-exceed $50,528.00 and one replacement SUV police vehicle at a cost not-to-exceed $28,132.00 for a total expenditure not-to-exceed $78,660.00

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 6, 2018____**

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

THAT, the State Bid proposal from Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE 19963 to supply two (2) sedan police replacement vehicles for the amount not-to-exceed Fifty Thousand, Five Hundred Twenty-Eight Dollars ($50,528.00) and one (1) replacement SUV police vehicles for the amount not-to-exceed Twenty-Eight Thousand, One Hundred Thirty-Two Dollars ($28,132), for a total expenditure not-to exceed Seventy-Eight Thousand, Six Hundred Sixty Dollars ($78,660) be and is hereby accepted; and

BE IT FURTHER ORDERED, that all equipment shall be purchased as part of the State of Maryland Contract for police equipment, pursuant to Section 2-171(b) of the City Code.

_____

Brian K. Grim, Mayor

Budgeted: Police Department

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825 (302) 422-3300 Fax: (302) 839-055

January 17, 2018

Quote Prepared for:
Cumberland, Maryland

I am pleased to provide a quote on a new 2018 Ford Police Interceptor Sedan, priced per MD BPO #001B8400161 and equipped as follows:

Vehicle	**2018 Ford Police Interceptor Sedan AWD**	$24,719
G1/9W	Shadow Black Exterior Color with Black Cloth Front & Vinyl Rear Seats	
99R/44C	3.7L TIVCT V6 & 6 Speed Automatic Transmission	
153	Front Tag Bracket	
	Rear Door Handles & Locks – In-operable	
	Rear Windows - Operable	
	Backup Camera with Monitor Location in Center Stack	
	Courtesy Light Disabled	$20
	Prewired Grill	$60
	Drivers Side LED Spot Light	
	Pre-molded Head Lamp Housings	$120
	Pre-molded Tail Lamp Housings	$60
	Electronic Tray with Fan	$285
	Total per Vehicle	**$25,264**
	Total for Two	**$50,528**

Please call me with any questions, changes or to place an order. I look forward to hearing from you.

Respectfully submitted,
Chris Wilder

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825 (302) 422-3300 Fax: (302) 839-055

January 17, 2018

Quote Prepared for:
Cumberland, Maryland

I am pleased to provide a quote on a new 2018 Ford Police Interceptor Utility, priced per MD BPO #001B8400177 and equipped as follows:

Vehicle	**2018 Ford Police Interceptor Utility AWD**	$27,847
G1/9W	Shadow Black Exterior Color with Black Cloth Front & Vinyl Rear Seats	
99R/44C	3.7L TIVCT V6 & 6 Speed Automatic Transmission	
153	Front Tag Bracket	
	Rear Door Handles & Locks – In-operable	
	Rear Windows - Operable	
	Backup Camera with Monitor Location in Center Stack	
	Courtesy Light Disabled	$40
	Prewired Grill	$60
	Drivers Side LED Spot Light	
	Pre-molded Head Lamp Housings	$125
	Pre-molded Tail Lamp Housings	$60
	Total per Vehicle	**$28,132**

Please call me with any questions, changes or to place an order. I look forward to hearing from you.

Respectfully submitted,
Chris Wilder

Regular Council Agenda
February 6, 2018

Description

Order accepting the request to accept the State Bid from General Sales Administration t/a Major Police Supply for outfitting two sedan police replacement vehicles at a cost of $32,595.88 and the outfitting of one replacement SUV police vehicle at a cost of $16,237.53 for a total expenditure of $48,833.41

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 6, 2018____**

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

THAT, the State Bid proposal from General Sales Administration t/a Major Police Supply, 47 N. Dell Avenue, Kenvil, New Jersey, 07847, for outfitting two (2) sedan police replacement vehicles at a cost of Thirty-Two Thousand, Five Hundred Ninety-Five Dollars and Eighty-Eight Cents ($32,595.88), and the outfitting of one replacement SUV police vehicle at a cost of Sixteen Thousand, Two Hundred Thirty-Seven Dollars and Fifty-Three Cents ($16,237.53), for a total expenditure of Forty-Eight Thousand, Eight Hundred Thirty-Three Dollars and Forty-One Cents ($48,833.41) be and is hereby accepted; and

BE IT FURTHER ORDERED, that all equipment shall be purchased as part of the State of Maryland Contract for police equipment, pursuant to Section 2-171(b) of the City Code.

_____

Brian K. Grim, Mayor

Budgeted: Police Department

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 FAX(973)584-5022

www.majorpolicesupply.com

FROM: GREGG GLENN 410-627-1187

Quotation

Quote Number:
GG0118-CUMBERLAND

Quote Date:
Jan 18, 2018

Quoted to:

CUMBERLAND

Customer ID	Good Thru	Payment Terms	Sales Rep
GREGG	2/17/18	Prepaid	DC01

Quantity	Item	Description	Unit Price	Extension
		2017 SEDANS (2)		
2.00	INTG44	44" INTEGRITY LIGHTBAR	2,265.00	4,530.00
2.00	SSP2000B	SMART SIREN PLATINUM SERIES B		
2.00	ES100C	100W SPEAKER		
2.00	ESB-TAR11	SPEAKER BRACKET TAURUS		
4.00	MPS600-RB	MICROPULSE LED LIGHTHEAD RB GRILL LIGHTS	77.22	308.88
2.00	IPX-GRL5	PAIR GRILLE BRACKETS- FORD SEDAN	16.20	32.40
8.00	416900-RB	DUAL COLOR 12 HEAD IN LINE CORNER LED SYSTEM R/B WITH INLINE FLASHER	58.86	470.88
2.00	TRANSPORT	P1826UINT13AOSB PRO-GUARD PRO CELL DUAL PARTITION INCLUDES RECESS PANEL W/OUTBOARD SEATBELTS	2,486.16	4,972.32
2.00	CG.X	CHARGEGUARD LEDCO	69.30	138.60
2.00	C-TSM-INSE-D	2013-2016 FORD INTERCEPTOR SEDAN PREMIUM DRIVER SIDE TRUNK MOUNT	155.82	311.64
2.00	ARM	7160-0314 GAMBER JOHNSON ETIX ARMREST	173.40	346.80
2.00	MISC	3320G-LTC-ETIX	306.00	612.00
2.00	PJ723	BROTHER MOBILE SOLUTIONS POCKETJET 7 ENGINE ONLY. 300DPI RESOLUTION WITH USB INTERFACE	403.20	806.40
2.00	LB3692	POCKETJET CAR ADAPTER, WIRED,	20.16	40.32

Subtotal	Continued
Sales Tax	Continued
Total	Continued

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 FAX(973)584-5022

www.majorpolicesupply.com

FROM: GREGG GLENN 410-627-1187

Quotation

Quote Number:
GG0118-CUMBERLAND

Quote Date:
Jan 18, 2018

Quoted to:

CUMBERLAND

Customer ID	Good Thru	Payment Terms	Sales Rep
GREGG	2/17/18	Prepaid	DC01

Quantity	Item	Description	Unit Price	Extension
2.00	LB3603	14-FOOT LENGTH BROTHER MOBILE USB CABLE FOR POCKETJET 3/6/7 PRINTER, 10-FOOT LENGTH	9.67	19.34
2.00	MISC	CF-3117-00KM PANASONIC TOUGHBOOK CF-31; STANDARD, WIN7 (WIN 10 PRO COA) INTEL CORE i5-5300U 2.30GHz,vPRO, 13.1" XGA TOUCH, 4GB, 256GB SSD, INTELWiFi, A/B/G/N/AC TPM, BLUETOOTH, SINGLE PASS (SELECTABLE), 4G LTE MULTI CARRIER (EM7355) EMISSIVE BACKLIT KEYBOARD, NO DVD DRIVE, CF-SVCLTNF3Y - PROTECTION PLUS-LAPTOP (YEARS 1, 2 &3)	4,455.00	8,910.00
2.00	MISC	AS9.C130.402 MSP INTERCEPTOR SUV CONS PKG INCLUDES: MOUSETRAP W/WEDGE TILT LEFT AND RIGHT TRIM PANELS SINGLE ARM REST (WITHOUT CUSHION) & SINGLE CUPHOLDER, MIC CLIP BRACKET X2, 90.C191.002, CONTAINMENT TRAY W/DUAL USB CHARGER, WIRE HARNESS FOR USB CHARGER MOTO APX	797.50	1,595.00

Subtotal	Continued
Sales Tax	Continued
Total	Continued

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 FAX(973)584-5022

www.majorpolicesupply.com

FROM: GREGG GLENN 410-627-1187

Quotation

Quote Number:
GG0118-CUMBERLAND

Quote Date:
Jan 18, 2018

Quoted to:

CUMBERLAND

Customer ID	Good Thru	Payment Terms	Sales Rep
GREGG	2/17/18	Prepaid	DC01

Quantity	Item	Description	Unit Price	Extension
		6500/7500 FACEPLATE, FEDSIG SSP2000B FACEPLACE, KENWOOD HD KCH-11, 3" BLANK FACEPLATE , 1 12V SOCKET IN RIGHT REAR HOLE OF CONSOLE, WIRE HARNESS FOR 12V SOCKET		
2.00	MISC	AS4.C501.015 SNGL BRKAWY ARMRST&CUPHLDR 4" NO CUSHION	159.50	319.00
2.00	MISC	AS9.C130.212 CF31 DPT FLT PLATE DOCK PKG: CF31 DPT DOCK AS7.P031.102 FLAT PLATE AS7.P031.012-1 120W POWER SUPPLY W/72"CABLES PA1580-3451	1,045.00	2,090.00
2.00	MISC	AS4.C237.201 INTERCEPTOR SUV CONSOLE INCLUDES TRIM PANELS	412.50	825.00
2.00	MISC	AS4.C501.015 SNGLE BRKAWY ARMREST&CUPHLDR 4" NO CUSHION	159.50	319.00
2.00	MISC	AS9.C130.202GPS CF31 DPT DOCK, CF31 DPT DOCK AS7.P031.102, SPRING TILT, 120W POWER SUPPLY W/72" CABLES, PA1580-3451	1,045.00	2,090.00
2.00	MISC	AS4.S100.023 HORIZONTAL SLIDE PLATE W SPACER	23.65	47.30
2.00	MISC	AP-CG-A-S12-BL AP-CELL/LTE/GPS	115.50	231.00
2.00	GRAPHICS	GRAPHICS	590.00	1,180.00

Subtotal	Continued
Sales Tax	Continued
Total	Continued

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 FAX(973)584-5022

www.majorpolicesupply.com

FROM: GREGG GLENN 410-627-1187

Quotation

Quote Number:
GG0118-CUMBERLAND

Quote Date:
Jan 18, 2018

Quoted to:

CUMBERLAND

Customer ID	Good Thru	Payment Terms	Sales Rep
GREGG	2/17/18	Prepaid	DC01

Quantity	Item	Description	Unit Price	Extension
1.00	INSTALL MD	INSTALL EQUIPMENT MD SHOP	2,400.00	2,400.00
			Subtotal	32,595.88
			Sales Tax	
			Total	32,595.88

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 FAX(973)584-5022

www.majorpolicesupply.com

FROM: GREGG GLENN 410-627-1187

Quotation

Quote Number:
GG0118-CUMBERLANDSUV

Quote Date:
Jan 18, 2018

Quoted to:

CUMBERLAND

Customer ID	Good Thru	Payment Terms	Sales Rep
GREGG	2/17/18	Prepaid	DC01

Quantity	Item	Description	Unit Price	Extension
		FORD UTILITY (1)		
1.00	SIFZS	INTERNAL LIGHTING SYSTEM	837.00	837.00
1.00	SSP2000B	SMART SIREN PLATINUM SERIES B	688.50	688.50
1.00	ES100C	100W SPEAKER	164.70	164.70
1.00	ESB-FPIU16	SPEAKER/GRILL BRACKET COMBO FOR 2016 FORD UT	21.60	21.60
1.00	CN SIGNALMASTER	CN SIGNAL MASTER REF#	432.00	432.00
1.00	SLB-002	BRACKET FOR LATITUDE	10.80	10.80
2.00	MPS652-BR	MICROPULSE 6, DUAL-COLOR HOOD AND GRILLE MOUNT, BLUE/RED	89.64	179.28
4.00	416900-RB	DUAL COLOR 12 HEAD IN LINE CORNER LED SYSTEM R/B WITH INLINE FLASHER	58.86	235.44
2.00	MPS600-RB	MICROPULSE LED LIGHTHEAD RB	77.22	154.44
1.00	ARM	7160-0314 GAMBER JOHNSON ETIX ARMREST	173.40	173.40
1.00	PJ723	BROTHER MOBILE SOLUTIONS POCKETJET 7 ENGINE ONLY. 300DPI RESOLUTION WITH USB INTERFACE	403.20	403.20
1.00	MISC	3320G-LTC-ETIX	306.00	306.00
1.00	LB3692	POCKETJET CAR ADAPTER. WIRED, 14-FOOT LENGTH	20.16	20.16
1.00	LB3603	BROTHER MOBILE USB CABLE FOR POCKETJET 3/6/7 PRINTER. 10-FOOT LENGTH	9.67	9.67
1.00	CG.X	CHARGEGUARD LEDCO	69.30	69.30

Subtotal	Continued
Sales Tax	Continued
Total	Continued

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 FAX(973)584-5022

www.majorpolicesupply.com

FROM: GREGG GLENN 410-627-1187

Quotation

Quote Number:
GG0118-CUMBERLANDSUV

Quote Date:
Jan 18, 2018

Quoted to:

CUMBERLAND

Customer ID	Good Thru	Payment Terms	Sales Rep
GREGG	2/17/18	Prepaid	DC01

Quantity	Item	Description	Unit Price	Extension
1.00	C-TTP-INUT-2	2013-2016 Ford Interceptor Utility Premium Fold Up Cargo Plate	186.84	186.84
1.00	475-0303	SPACE CREATOR, PI UTILITY	850.50	850.50
1.00	475-0789	PI UTILITY 13+ HSEP 2P EXT PANEL STEEL FORD	122.85	122.85
1.00	475-1109	CARGO BARRIER, WIRE GRID, PI UTILITY 16+	529.20	529.20
1.00	MISC	CF-3117-00KM PANASONIC TOUGHBOOK CF-31; STANDARD,WIN7 (WIN 10 PRO COA) INTEL CORE i5-5300U 2.30GHz, vPRO, 13.1" XGA , 4GB,256GB SSD, INTEL WIFI a/b/g/n/ac TPM, BLUETOOTH, SINGLE PASS (SEC	4,455.00	4,455.00
1.00	MISC	AS9.C130.402	797.50	797.50
1.00	MISC	AS4.C501.015	159.50	159.50
1.00	MISC	AS9.C130.212	1,045.00	1,045.00
1.00	MISC	AS.C237.201	412.50	412.50
1.00	MISC	AS9.C130.202	1,045.00	1,045.00
1.00	MISC	AS4.S100.023	23.65	23.65
1.00	MISC	AP-CG-A-S12-BL	115.50	115.50
1.00	GRAPHICS	GRAPHICS	590.00	590.00
1.00	INSTALL MD	INSTALL EQUIPMENT MD SHOP	2,199.00	2,199.00

Subtotal	16,237.53
Sales Tax	
Total	16,237.53

Regular Council Agenda
February 6, 2018

Description

Order accepting the sole source proposal from J&J Truck Equipment, 422 Riggs Road, Somerset, PA 15501, to provide body work services and install an air compressor on a Chevrolet 3500 DRW for the amount not-to-exceed $19,850

Approval, Acceptance / Recommendation

Quote and department approval for sole source purchase is attached.

☐ Budgeted

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

Value of Award (if applicable)

$19,850.00

Source of Funding (if applicable)

Water Distribution

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __ February 6, 2018____**

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

THAT, the sole source proposal from J&J Truck Equipment to provide body work services and install an air compressor on a Chevrolet 3500 DRW for the amount not-to-exceed Nineteen Thousand, Eight Hundred Fifty Dollars ($19,850.00) be and is hereby accepted.

_____

Brian K. Grim, Mayor

Department: Water Distribution

01/30/18

Quote Type: MIST

J&J Truck Equipment

422 Riggs Road
Somerset, PA 15501

Phone: 814-444-7000 or 877-455-8785

Quote: 79088
Rev: 4
Issue: 1
Order:
PO NO:

Fax: 814-445-3726

Customer

Customer

CITY OF CUMBERLAND
215 BOWEN ST
PO BOX 1702
CUMBERLAND MD 21502
Attn: ROBERT B RIDER
Phone: 301-759-6623
Email: BOB.RIDER@CUMBERLANDMD.GOV

Brief Description

VAN AIR D80 AIR COMPRESSOR

End User:
Number of Units: 1 Entered By: RDW
Sales Rep: Todd Imes
(814) 521-7156
Inside Sales: Vince O'Donnell

FOR CUSTOMER PROVIDED CHEVROLET 3500 DRW WITH KNAPHEIDE 696D54J SERVICE BODY IN PLACE.

REMOVE TWO (2) TOOL BOXES, ONE (1) EACH SIDE TOP OF COMPARTMENTS AND LADDER RACK CURBSIDE, SET ASIDE FOR RETURN TO CUSTOMER.

REMOVE CARGO AREA TELESCOPING ROOF AND DIESEL TRANSFER TANK WITH ALL ASSOCIATED COMPONENTS FROM CARGO AREA OF BODY,SET ASIDE FOR RETURN TO CUSTOMER.

COMPLETE BODY WORK TO THE FOLLOWING RUST AREAS ON BODY:
- CURBSIDE: FRONT BOTTOM PANEL, HORIZONTAL DOOR, PANEL TO REAR OF HORIZONTAL DOOR
- STREETSIDE: NEAR REAR FULL FILL, REAR DOOR BOTTOM, BELOW REAR DOOR
- CARGO AREA FLOOR AT REAR
- PRIMED AND PAINTED WITH SHERWIN WILLIAMS GENESIS PAINT SYSTEM

PROVIDE AND INSTALL TO FRONT OF CARGO AREA A VAN AIR VIPER D80, 24.8 HP DIESEL AIR COMPRESSOR. 80 CFM AT 100 PSIG AT 3,600 RPM, 12V BATTERY / ELECTRICAL SYSTEM, 9 GAL. FUEL CAPACITY - PLUMBED TO CHASSIS FUEL TANK.
- INCLUDES 1/2" X 50'L AIR HOSE REEL AT STREETSIDE REAR OF BODY TOP OF COMPARTMENT. PLUMBED TO AIR COMPRESSOR WITH A FILTER / REGULATOR / LUBRICATOR

TEST OPERATED.

BASE PRICE ..... $ 19,850.00

CUSTOMER TO PROVIDE ALL TRANSPORTATION OF CHASSIS

PRICE DOES NOT INCLUDE ANY OPTIONS

	Base Price	Appx Weight
	19,850.00	0
Price / Unit:	$19,850.00	0
Total / Unit:	$19,850.00	
Total Due:	$19,850.00	

Please review carefully. If you have any questions, contact this office or your sales representative. If there are no questions, please sign and return one of the enclosed copies. We must have a signed copy of this quotation before we process your order.

Terms: Cash Only

QUOTE EXPIRES: 03/01/18

PLEASE NOTE: There will be a 20% restocking fee on all special order items, if returned, in addition to any freight charges that apply.

By: _____ Date: _____
(Customer Signature)

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: City Of Cumberland - qte 79088 (Vanair D80)

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Wed, Jan 31, 2018 at 9:34 AM
To: Robert Rider <bob.rider@cumberlandmd.gov>
Cc: Margie Woodring <margie.woodring@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved

Jeffrey D. Rhodes, ICMA-CM
City Administrator
City of Cumberland, Maryland
301-759-6424

Email: jeff.rhodes@cumberlandmd.gov
Website: www.cumberlandmd.gov

On Tue, Jan 30, 2018 at 2:11 PM, Robert Rider <bob.rider@cumberlandmd.gov> wrote:

Jeff,

Copy of the quote from J&J Truck Equipment for the work to be done on our truck and air compressor to be installed. Would like to sole source this work, can't find anyone local who can do the body work and compressor.

J&J did the original work on our vehicle.

Margie,

If approved, can it be added to Council agenda, or have to wait till next meeting?

Thanks,

Bob Rider
Water Services Superintendent

---------- Forwarded message ---------
From: **Rebecca D. Webb** <rdw@jjtruckequipment.com>
Date: Tue, Jan 30, 2018 at 10:50 AM
Subject: City Of Cumberland - qte 79088 (Vanair D80)
To: "BOB.RIDER@CUMBERLANDMD.GOV" <BOB.RIDER@cumberlandmd.gov>
Cc: Todd Imes <mti@jjtruckequipment.com>, "Vincent P. O'Donnell" <vpo@jjtruckequipment.com>

THANKS

Becca Webb

RDW@JJBODIES.COM

J & J TRUCK EQUIPMENT

422 RIGGS ROAD

SOMERSET, PA 15501

814.444.7010 DIRECT LINE

814.445.3726 FAX

Disclaimer

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Regular Council Agenda
February 6, 2018

Description

Order approving the Central Business District Facade Improvement Program project application for 2282-234 North Centre Street, owned by Arielle and Doug Warren, in the amount of $4,987.50

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 6, 2018____**

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

THAT, the Central Business District Façade Improvement Program project application for 228-234 North Centre Street, owned by Arielle and Doug Warren, be and is hereby awarded Four Thousand, Nine Hundred Eighty-Seven Dollars and Fifty Cents ($4,987.50), to be funded through the State of Maryland Community Legacy Program.

_____

Brian K. Grim, Mayor

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING

FROM: KATHY MCKENNEY AND JENNIFER LIGHT

SUBJECT: FAÇADE IMPROVEMENT GRANT PROGRAM STAFF RECOMMENDATION

DATE: 1/12/18

On April 28, 2017, the Department of Community Development, working with the Downtown Development Commission, received a total of 7 applications 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, staff began to evaluate each application. 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 project is recommended for funding:

1	Arielle and Doug Warren	228-234 North Centre Street	$4,987.50

Total $4,987.50 ($50,000.00 Community Legacy 114.199AH.CFP.20100)

Regular Council Agenda
February 6, 2018

Description

Order authorizing the execution of a FY18 Community Legacy Program Grant Agreement with MD DHCD for the provision of $75,000 in grant funds for the continuance of the Leasehold Redevelopment Program

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 6, 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 Seventy-Five Thousand Dollars ($75,00) in grant funds for the continuance of the Leasehold Redevelopment Program.

_____

Brian K. Grim, Mayor

Community Legacy Funding …….$75,000
City in-kind administrative support ….$ 5,000
Total project cost …… $80,000

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 **Seventy-Five Thousand Dollars ($75,000)** (the "**Grant**") to be used for the purposes of funding the Community Legacy Project (the "**Project**") described in Exhibit A - SRP-CL-2018-Cumberland-00154 (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-00154 (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-00154 (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 B -
PROJECT BUDGET

Project Name: Leasehold Redevelopment Program

	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	$75,000	$0	$0		$0	$75,000
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	$5,000		$0	$5,000
Other (a):	$0	$0	$0		$0	$0
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	$75,000	$0	$5,000		$0	$80,000

Total Request/Award Amount: $75,000

Total Project Cost: $80,000

EXHIBIT C - SRP-CL-2018-Cumberland-00154
PROJECT SCHEDULE

Project Name: Leasehold Redevelopment Program

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	Commercial space renovations 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-00154
PROJECT IMPACT DATA SHEET

Project Name: Leasehold Redevelopment Program

	Project Type: Rental Program	
	NAISC Code: 236220	
	Description	**Value**
1	"As is" tax value of property:	
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:	
8	Number of new clients to be served annually at the project location:	
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:	5
15	Square footage of vacant/underutilized space that wil be put back into operation:	15000
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-00154
PROJECT IMPACT DATA SHEET

Project Name: Leasehold Redevelopment Program

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-00154

PROJECT NAME: Leasehold Redevelopment Program

☐ **Community Legacy Program Grant Agreement**

☐ **Exhibit A - SRP-CL-2018-Cumberland-00154**
Project Description, Scope of Work, and Special Conditions

☐ **Exhibit B - SRP-CL-2018-Cumberland-00154**
Project Budget

☐ **Exhibit C - SRP-CL-2018-Cumberland-00154**
Project Schedule

☐ **Exhibit D - SRP-CL-2018-Cumberland-00154**
Project Impact Data Sheet

Regular Council Agenda
February 6, 2018

Description

Order authorizing execution of a Donation Agreement with the Owner of the property at 12-14 Marion Street to transfer said property to the City, including addenda to correct the name of the City and to provide that the City shall receive a $10,000 seller concession; authorizing acceptance of the deed, provisions for extending the closing date, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __ February 6, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement between the Owner of the property, whose address is 8480 Stagecoach Cir., Frederick, MD 21701 ("Donor") and the Mayor and City Council of Cumberland ("Donee"), whereby certain property located at 12-14 Marion Street shall be transferred to the City for the total adjusted sales price of Zero Dollars ($0.00); and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to also execute 1) an Addendum to Donation Agreement to correct the name of the Donee and 2) an Addendum to Donation Agreement to provide that the Donee shall receive a $10,000 seller concession from the Donor upon closing; and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreement for said purpose; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such document as are necessary to facilitate or effect the closing for the subject property.

_____

Brian K. Grim, Mayor

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **12-14 MARION ST CUMBERLAND, MD 21502** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND**, whose address is **57 N. Liberty Street, Cumberland, MD 21502** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;

B. Donor did not originally construct any of the improvements forming part of the Property;

C. Donor has not occupied the Property for its own use;

D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an **"as is, where is"** and **"with all faults"** basis; and

E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an **"as is, where is"** and **"with all faults"** basis.

AGREEMENT

1. **DONATION**.

1.1 **Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.

1.2 **Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars ($1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars ($0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -$1.00.

1.3 **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

(a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.

(b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").

(c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) $2,500.00 or (b) the actual amount of Closing Costs.

(d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

1.4 **Transfer**. Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.5 **Deed**. Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.

1.6 **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.

1.8 **Risk of Loss**. In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.

1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. ACKNOWLEDGMENTS AND RELEASE.

2.1 **DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:**

(a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.

(b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.

(c) Endangered Species. Endangered plant, animal and insect species.

(d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.

(e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.

(f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.

(g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.

(h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

(i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

(j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.

(k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.

(l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.

(m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.

(n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

(a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**

(c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

3. TIME IS OF THE ESSENCE: CLOSING DATE.

3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

3.2 The closing shall take place on or before **FEBRUARY 8TH**, 2018 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. GENERAL PROVISIONS.

4.1 **Entire Agreement**. This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4.3 **Partial Invalidity**. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.

4.5 **Governing Law**. The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

4.6 **No Third Parties Benefits**. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.

4.7 **Waivers**. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

4.8 **Captions**. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.

4.9 **Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10 **No Presumption**. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

4.11 **Notices**. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND**

Address:
Michael S. Cohen, City Solicitor
213 Washington Street, Cumberland, MD 21502

If to the Donor: Owner
1 Home Campus
Des Moines, Iowa 50328-0001
PASDonations@wellsfargo.com

4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

Signature: _____

Print Name: _____

Title: _____

Date: _____

DONOR:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY ADDRESS:

12-14 MARION ST
CUMBERLAND, MD 21502

LEGAL DESCRIPTION:

Beginning at a point on the West side of Marion Street distant North 89 degrees West 20 feet, South 1 degree West 194 feet from a stone marked "R" standing at the intersection of the center line of said Marion Street with the South side of Baltimore Avenue, and running thence with the West side of a Marion Street, South 1 degree West 40 feet; thence at right angles to Marion Street, North 89 degrees West 100 feet to the East side of an alley 12 feet wide; thence with the East side of said alley, North 1 degree East 40 feet to Lot No. 13 of said Eastern Addition; then with the line of said lot, South 89 degrees East 100 feet to the beginning.

TAX PARCEL NO:

35-001794

EXHIBIT "B"
Closing Representative Addendum

DONEE: MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
DATE: 12/19/2017

Donee may use counsel or closing agent of choice as representation at the closing subject to Donor's approval of such counsel or closing agent.

Please select ONE of the following options for closing:

☐ Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

OR

☐ Donee proposes the following Representative. If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box MUST be selected to qualify for Donor to pay Closing Costs in the amount of the lesser of (a) $2,500.00 or (b) the actual amount of Closing Costs.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

Should Donee's counsel or closing agent information change prior to closing, Donee shall promptly notify Donor of such change in writing, which representation shall be subject to Donor's approval.

Dated: _____

_____ _____
Donee Name (printed) Donee (signature)

Dated: _____

_____ _____
Donor Name (printed) Donor (signature)

ADDENDUM TO DONATION AGREEMENT

EFFECTIVE DATE: The date on which this addendum is signed by both the Donee and Donor shall be the effective date of the agreement.

PROPERTY ADDRESS: 12-14 MARION ST CUMBERLAND, MD 21502

DONEE: MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

DONOR: OWNER

☒ Other: **DONEE TO RECEIVE $10,000.00 SELLER CONCESSION FROM DONOR UPON CLOSING.**

DONOR:	DONEE:
OWNER	MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO DONATION AGREEMENT

EFFECTIVE DATE: The date on which this addendum is signed by both the Donee and Donor shall be the effective date of the agreement.

PROPERTY ADDRESS: 12-14 MARION ST CUMBERLAND, MD 21502

DONEE: MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

DONOR: OWNER OF RECORD

Current Close Date: _____
New Close Date: _____
Other: **DONEE NAME TO BE CORRECTED AND READ: MAYOR AND CITY COUNCIL OF CUMBERLAND.**

DONOR:
OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

DONEE:
MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

Signature: _____

Print Name: _____

Title: _____

Date: _____

Regular Council Agenda
February 6, 2018

Description

Letter from Race Director Sharon Ellsworth requesting permission to hold the Fourth Annual ACAS Howards 25K Run at 7:00 a.m. and the Paws on the Pavement 5K at 8:00 a.m. on Sunday August 19, 2018. The 25K race will start at the Frostburg Depot and end at Canal Place. The Sweet Pea Shuffle, a dog walking event, will be held on Saturday, August 18th.

Approval, Acceptance / Recommendation

Sergeant J.W. Yarnall of the Cumberland Police Department has advised that the department has no issues or concerns with this event and no overtime should be needed to cover the event.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
February 6, 2018

Description

Letter from Race Director Megan Mertz requesting permission to hold the Third Annual Mental Health Matters 5-Mile Run and 1.5 Mile Walk on Saturday, May 12, 2018 at 8:00 a.m. in Cumberland

Approval, Acceptance / Recommendation

The Cumberland Police Department advises that they have no concerns or issues with this event and there should be no overtime needed to cover the event.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MENTAL HEALTH Matters

5 MILER/ 1.5 WALK

January 5, 2018

Mayor and City Council
Attn: Jeff Rhodes
75 N Liberty Street
Cumberland, MD 21502

Dear Mr. Rhodes:

This letter is to request permission to hold the Third Annual Mental Health Matters 5-Mile Run and 1.5 Mile Walk on May 12, 2018 at 8:00 AM in Cumberland.

This run is to benefit the Behavioral Health System's Office of the Allegany County Health Department. Please see attached letter.

The run/walk will start at Station Plaza of Canal Place and continue across Baltimore Street to the Allegheny Passage. Walk will turn around after crossing under Valley Street and run will turn around after the Western MD Steel Truss Bridge. Finish will be back at Station Plaza.

I have submitted my application for the use of the Allegheny Passage. I also have been in contact with the Cumberland Police Department, and they are working with us fully.

We appreciate your consideration in this, which we expect to be a prosperous event once again.

If you need anything else, please contact me. I can be reached at (301) 707-1188 or meganmertz9@yahoo.com.

Sincerely,

Megan E Mertz

Megan Mertz, Race Director

Megan Mertz - 819 National Hwy, LaVale, MD 21502

Behavioral Health System's Office
of the Allegany County Health Department

In any given year, nearly one in five adults experience a mental illness and nearly 1 in every 25 adults in America lives with a serious mental illness. Depression is the leading cause of disability worldwide and suicide is the 10th leading cause of death in the United States. Whether it's a colleague at work, a family member or ourselves, it's likely all of us have been touched by mental illness in some way. Unfortunately, nearly 60% of adults with a mental illness didn't receive mental health services in the previous year and for youth aged 8-15, the rate of individuals not receiving treatment is nearly 50%.

The Behavioral Health System's Office (BHSO), which began operation in 1992, is the local entity charged with the responsibility of planning, managing and monitoring public mental health services. These efforts include educating the public about mental illness, promoting mental health wellness and resilience, and working locally to encourage the development of services which meet the needs of individuals experiencing mental illness. To that end, the BHSO provides public education opportunities including hosting an annual Candlelight Celebration and Mental Health Month activities, promoting and providing free Mental Health First Aid classes throughout the area, sponsoring presentations by mental health consumers to human service classes at Allegany College of Maryland, and participating in health fairs and Homeless Resource Day, etc. The BHSO also represents the needs of individuals with mental illness at the state and local levels, and partners with behavioral health providers and others in the community to advocate for services and supports which are not only inclusive, but responsive.

At the individual level, the BHSO's mission has expanded over the years to include a variety of mental health support services including homeless services, in-home/community services for children with emotional/behavioral needs and their families, housing supports, and a re-entry program for individuals with mental illness who are leaving jail or prison. These daily interactions allow the BHSO (Core Service Agency) to see where the needs are. It also allows the CSA to use a small pool of federal client support funds to assist individuals with mental illness to access medications, transportation, birth certificates/photo ids, etc. and to avoid eviction and utility shut-offs.

Unfortunately, guidelines around the use of this funding, along with the amount of funding available makes it impossible for the CSA to provide all of the assistance needed within the community. For instance, funds cannot be used to provide gas cards to assist parents with travel costs when their children are hospitalized or placed in residential treatment outside of the area. Nor can these funds be used to assist individuals who are not eligible for Maryland's public mental health system, including low-income elderly individuals with Medicare.

As the beneficiary of any funds raised, the BHSO (CSA) will ensure these funds are used as a last resort to address the needs of individuals for whom no other assistance is available or sufficient. For example, funds in the past have helped individuals prevent homelessness. The CSA would also like to use any funds raised to promote our public education efforts and envision this happening through use of funding to support poster, poetry, photography, or other contests which raise awareness and through use of funding to provide door prizes or small giveaways at public education events.