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

AGENDA

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

DATE 9/6/2016

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming September 2016 as "Pain Management Month" in the City of Cumberland

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of a certificate and flag from Harlan Smith, representative of the Western MD Coordinator for America's 9-11 Foundation

IV. DIRECTOR'S REPORT

(A) Administrative Services

1. Administrative Services monthly report for July, 2016

(B) Public Works

1. Utilities Division & Central Services Division monthly report for July, 2016.

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Work Session Minutes of July 19, 2016

2. Approval of the Regular Session Minutes of July 19, 2016 and August 2, 2016

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of July 19, 2016

VI. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing execution of a deed for the transfer of surplus property at 424 Goethe Street to Friends Aware, Inc. for the amount of $0.00 for renovation and ultimate use as a group home

(B) Resolutions

1. Resolution granting the Cumberland Outdoor Club a property tax credit for the 2016-2017 Tax Year

(C) Orders (Consent Agenda)

1. Order authorizing Special Taxing District Residential Exemptions for the 2016-2017 tax year in the amount of $191.36 for property at 43-45 N. Liberty Street; $274.66 for property at 50 N. Centre Street; $526.45 for property at 45 N. Centre Street; and $711.95 for property at 33 N. Centre Street

2. Order authorizing the execution of Change Order No.1 to the Maryland Avenue Wall and Sidewalk Repairs Project (22-09-M) in the increased amount of $124,757.51, and adding 30 working days to the contract

3. Order authorizing execution of a Certified Local Government (CLG) Agreement with the MD Historical Trust to accept $17,000 in grant funding for the "Cumberland Survey Project" and committing $2,500 in matching funds from the City

4. Order approving the Sole Source purchase of a 2016 Chevrolet 2500 HD Extended Cab truck from Billy Bender Chevrolet for the not to exceed price of $38,285.00

5. Order approving the recommendation of the Cumberland Economic Development Corporation (CEDC) to award Community Legacy Upper Story Redevelopment Forgivable Loan Funds to projects at 66-72 Pershing Street in the amount of $70,000 and 108-114 Harrison Street in the amount of $30,000

6. Order declaring City-owned property in the vicinity of I-68 and Welton Drive to be surplus and authorizing its transfer to Sean McCagh and Gary Blake for the amount of zero dollars

7. Order declaring a Moore 431 Check Signer / Imprinter to be surplus equipment and authorizing it for sale or trade-in

(D) Letters, Petitions

1. Letter from Matt Miller of the Cumberland Economic Development Corporation requesting permission to use the 1 Frederick Street Garage for the CEDC fundraiser "Rowdy on the Roof," to be held Saturday, September 24, 2016, from 1:00 - 6:00 p.m., and authorizing the CEDC to obtain a temporary liquor license for the event

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT

Regular Council Agenda
September 6, 2016

Description
Proclaiming September 2016 as "Pain Management Month" in the City of Cumberland

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *the American Chronic Pain Association estimates that one in three Americans, approximately 50 million people, suffer from some type of chronic pain; and*

WHEREAS, *chronic pain, sometimes called persistent pain, can be very stressful for both the body and the soul and requires careful, ongoing attention to be properly treated; and*

WHEREAS, *acute pain has is the result of injury or illness, and can be largely relieved with appropriate treatment; and*

WHEREAS, *pain should be considered the fifth vital sign, along with respiration, pulse, blood pressure, and core temperature; and*

WHEREAS, *approximately 30 – 40 percent of Americans diagnosed with cancer experience moderate to severe pain, with 90 percent of people with advanced cancer experiencing significant pain; and*

WHEREAS, *Partners for Understanding Pain was created to address these and other critical issues surrounding pain management today, and is dedicated to raise awareness about the sources of pain and the resources now available to people who suffer.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of September 2016 in the City of Cumberland as

"PAIN AWARENESS MONTH"

Given under our Hands and Seals this 6th Day of September, in the Year 2016,
with the Corporate Seal of the City of Cumberland Hereto
Attached, Duly Attested by the City Clerk.

ATTEST:

Marjorie A. Woodring
City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

Brian K. Grim
Mayor

Regular Council Agenda
September 6, 2016

Description

Presentation of a certificate and flag from Harlan Smith, representative of the Western MD Coordinator for America's 9-11 Foundation

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
September 6, 2016

Description
Administrative Services monthly report for July, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Cover Memo

Item # 3

August 11, 2016

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for July, 2016

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of July, 2016.

Management Information Systems

Management Information Systems reports the following activities for the month of July, 2016:

Statistics

195 completed help desk requests
261 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with public works on combined vehicle maintenance software solution
- Continue to move resources to state fiber network
- Continue implementing downtown WiFi solution
- Continue VOIP replacement project
- Work with Tyler Technologies/New World Systems on ERP modules
- Resolve issues from Public Safety power failure

Set up iPads for Community Development inspectors

Parks and Recreation

Parks and Recreation reports the following information for the month of July, 2016:

July 4th The City of Cumberland's July 4th Fireworks (postponed from July 4th to Tuesday July 5th due to predicted severe rain storms) display originated again this year from the Constitution Park. There was excellent public response to the show quality and the tradition of fireworks at the park. Starfire Corporation of Carrolltown, PA, was contracted to provide the firework program. Traffic patterns in the park were changed to clear the area around where the fireworks would be shot.
The Constitution Park and Pool was open for part of the day – 11 a.m. to 4:00 p.m.

Sunday in the Park Concert series: Five concerts were held at the Park Amphitheater in July – The Potomac Concert Band, Simon Sez, Back Beat, The Frostburg Arion Band, and Ricky Howsare performed - Approximate attendance: 2,500 +
Funding for this program is provided by the City of Cumberland.
Movies under the Stars – One Movie and swim was held - at the Constitution Park Pool – Thursday July 14 - "Hotel Transylvania" - Attendance: 150
Free swim 6:30 – 8:30 p.m. -Movie began at 9:00 p.m.
Pavilion Reservations and usage for the month of July: 45 reservations utilized pavilions,
13 new reservation were made in July
Baseball/ Softball League play and practices for July:
The City of Cumberland provides fields for the following leagues:

Pee Wee League
Girls Softball League
Dapper Dan Little League Baseball
Church League Softball
Industrial League
Co-ed League
Rec. League

One all- night Softball tournament were held - July 29 &30 at Flynn, Northcraft & Nonannaman fields.
Constitution Park Pool
30 Days of Operation – paid Attendance: 3,312
Closed one day, closed early five days (weather related)
Total income for the Month of July $ 11,845.50
1,810 YMCA members and 415 Y Day Camp participants
Pre-purchased Pool passes used - 161
Other group usage – 473
5 Pool Party
Swimming lessons are held in conjunction with day camp swimming lessons, Monday – Friday 11-11:45 a.m. (126 Lessons – public participants, 625 Day Camp participants)
Constitution Park Day Camp
20 Days of Day Camp – Attendance: 1,956
Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Reading & computers, Dance, Breakfast, Lunch, snack, afternoon swimming, "Fun Friday" Special event day, and Bus transportation (funded by *Department of Social Services*)

- *Cooperative Extension service* provided activities related to nutrition and farming, every Tuesday and Thursday. Hands on activities – movement and exercise, gardening, games, music and more, directed by Sarah Bernard, from the Extension Office. Age group 11 & 12 years olds made two trips to the Thursday Farmers Market, Downtown. They purchased produce and were invited to the Culinary Café where they learned to cook stir fry and were treated to desserts made by AC student chefs. 34 camper's participated and 8 adult leaders.
- **Summer Lunch Program** The Parks & Recreation Department serves as sponsor for the **Summer Lunch Program** for Cumberland. Area sites include Constitution Park Day Camp, YMCA Riverside summer program, Baltimore Ave YMCA programs, and Jane Frazier Community Center program,

July meals served – Lunches: 2,866, Snacks: 3,024
July Lunch Box Program Breakfast at Day Camp - 428

Girl Scout Day Camp – provided an outdoor area in Constitution Park for Nations Capitol (former Shawnee) Girl Scout Council to hold their one week annual summer Day Camp, July 18- 22, 55 registered participants

Cumberland Theatre – provided an outdoor area for the theatre company production of the musical "1776" – Constitution Park Amphitheater – July 15 & 16

- **Seasonal Services:** Amusement Park ticket sale, Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies.

Meetings attended:

- Reviews and visits made to summer lunch feeding sites
- Department meetings
- Community Parks & Playground grant meeting
- Block Grant award meeting

Upcoming:

August movie and swim at Constitution Park Pool Friday August 12
Two weeks of Constitution Park Day Camp remaining
Lunch Program Annual Review by State of MD
Four August Sunday in the park performances
Daily pool operations hours changed– 12 noon to 6 p.m.
Pool daily operation ends Sunday August 21, weekends thru Labor Day
Fall Soccer Leagues and School team's practices begin
Football practice - Pee wee and Youth leagues to begin

Community Development

The Community Development Department reports the following activities for the month of July, 2016:

CDBG Activity

Senior Community Development Specialist

- Completed May 2016 draw
- CDBG invoice processing -ongoing
- Met several times with City staff and C. Thomas discussing Homesteading Project and researching HUD regs
- Completed file review, IDIS system and City financial system review to correct errors to Long Term prescription program (CDBG) invoices
- Prepared and facilitated the Construction meeting for CDBG subrecipients
- Researched fair housing
- Researched revising draws in IDIS due to issues
- Began CAPER quarterly reporting-data entry to IDIS, researching files for open projects, matching financial systems and communicating with sub recipients
- Reviewed Bridges policy workgroup notes
- Completed ERR and file review for Maryland Avenue sidewalk project (construction underway)
- HRC June -October meeting planning and facilitating HRC education opportunities and National Night Out preparation
- Answering phones for city hall
- Began completing Environmental Review records for 4 Exempt projects, 4 Categorically Excluded Not Subject to 58.5 projects, and began 10 full Categorically Excluded projects for CDBG 2016

- Researched agreements for Villa Maria roof replacement (mental health clinic) with CDBG and other rental property agreements with peers in Frederick
- HUD contract completion for 2016 CDBG funding-issues with Indirect cost calculation method (new regs)
- Complete WMHS transportation plan contract for 2016 CDBG planning activity
- Provided Technical Assistance to FAI for 3 2016 projects

Community Services Activity

- Performed monthly update to the City webpage re: Community Development, Permits and Housing Code/Rentals.
- Assisted CD staff on Google Drive use for entering/sharing/saving New Complaints for use in the field by all.
- Handled/directed public calls and front counter including permits, complaints, rental licenses, Parks and Rec pavilion rentals and tickets, and other various issues.
- Researched and corrected addresses on return mail Rental Licenses invoices and mailed U.S. postage.
- Shared weekly Tax & Utility shut off reports with CD.
- Prepared June report for supervisor and Community Development Department report.
- Spoke with State Dept. of Assessment and Taxation regarding several incorrect SDAT information sheets discovered.
- Met bimonthly with CD staff regarding code enforcement issues and procedures to test.
- Attended meeting July __ with City Administrator regarding Community Dev. Dept. moving forward.
- Conversed with original owners and contract owners to file a document on a Land Installment Agreement for ownership to be corrected on a property with Comm. Dev./Finance/Tax & Utility.
- Neighborhood Advisory Commission:
  - Performed monthly updates to the Neighborhood Advisory Commission web and Facebook pages.
  - Prepared minutes, agenda and handouts for the Neighborhood Advisory Commission which met July 25.
  - Attended NAC July 25 work session meeting focusing on preparedness for reaching out to Walsh/Humbird neighborhood.
  - Prepared the NAC promotions to hand out during NNO-Cumberland where a table will be set up.
  - Continue to promote www.nextdoor.com – which is a utility network for neighbors to communicate.
  - Ran promotion on Facebook for one month - win a Blue tooth speaker by liking, posting and sharing the NAC and NNO Facebook pages.
  - National Night Out – Cumberland:
    - Continue to make and coordinate calls planning a National Night Out - Cumberland event for August 2. Work with NAC, the police department and currently 77 organizations, coordinating games, activities, food, drink, etc.
    - Promote both NNO-Cumberland (Aug. 2) and NNO Kick Off (Aug. 1) to all media.
    - Prepared agenda and handouts for NNO planning meeting held July 11 on site.
    - Attended M&CC meeting for Proclamation presentation on July 19. Prepared handouts for meetings and sent photo and article to media.
    - Receive donations and prepare statements and thank you notes.

- Sent final invitation to 22 member delegation, elected officials and guests on July 11. (Save the dates sent earlier)
- Spoke with Traffic Committee re: Street closures for event.
- Picked up 15 cases of Pepsi product and Candyland/Fruit Bowl's gift basket donations to NNO.
- Prepared promotion material for event which included several news articles and pre-recorded radio PSAs.
- Distributed 5 banners to entities agreeing to display publically before the event: YMCA-Kelly Road, Salvation Army -Somerville Ave., Allegany Radio-Industrial Blvd., Cumberland Parks & Rec-Constitution Park, Cumberland Fire dept.-N. Mechanic St.

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	00	Received:	00	Received:	0
Corrected:	07	Corrected:	06	Corrected:	0

Housing Code Complaints		Zoning Complaints	
Received:	00	Received:	00
Corrected:	00	Corrected	00

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	02	Received:	1596	Received:	0
Issued:	01	Issued:	1596	Issued:	0

Occupancy Permit
Received: 03
Issued: 00

Housing Inspections

Conducted: 43
Passed: 43

Revenue	
Building Permits:	$766.00
Miscellaneous Permits:	334.50
Occupancy Permits:	60.00
Utility Permits:	00.00
Reviews, Amendments, and Appeals:	000.00
Rental Licenses:	39,900.00
Paid Inspections:	00.00
Municipal Infractions:	00.00
TOTAL	$ 41,060.50

Item # 3

Demolition Permit (Bonds) $00.00

Code Enforcement Activity

No code enforcement numbers were provided as a result of the implementation of new processing system. Hopefully, numbers will be available for the August report

- 2 Bi-weekly Community Development Coordination meeting were conducted, note: meetings were combined on several occasions for implementation of new system
    - Rental licensing on track, payment are being received fashionably
- 2 Bi-weekly Code Enforcement meeting were conducted
    - Concentrating on focus and monitor groups
    - Focusing on the resolutions to problem cases
    - Continuing to attempt motivation of Code Enforcement staff
    - Completed the implementation of hand held I pads for the field. Implemented Google Drive methodology for complete paperless complaint processing
    - Working with CD staff to implement I pad housing inspection. Implemented complete paperless methodology using Google Drive
- Continuing to concentrate code enforcement efforts in targeted neighborhoods. Completion of sectioning code enforcement neighborhoods into quadrants for better intimacy by enforcement personal
- Continued door hangers as an initial form of contact with citizen
- One (1) demolition was conducted this month – 404 Park Street. Asbestos was discovered in 406 with an abatement scheduled for August 11
- Several commercial projects in various stages of development
- Three(3) new single family home under construction at "The Pointe",
- Sleep Inn Certificate Of Occupancy Issued and open for business
- Sheetz demo completed and store is under construction
- Allegany High School construction underway with site work and utilities. Permit is being held for the payment of $40,822.00 for water tap parts. This fee is still outstanding and permit is being held
- Work on expansion of South Cumberland Library underway
- Roy Rogers under construction and substantially complete. Scheduled opening mid-August
- Entrance canopy under construction for Schwab Cancer Center
- McDonalds Industrial Blvd remodel received and under review
- Wendy's remodel under construction
- Cumberland Arms remodel nearing completion with solar being the final stage
- Building pad improvements/grading underway on two sites at intersection of Messick Road and West Rt. 51, Industrial Blvd.

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday, July 6, 2016 at 4pm in the City Hall Council Chambers. The meeting was rescheduled from its regular date. Four Certificates of Appropriateness were reviewed:

A. 1 Washington Street – ADAC (Alternative Drug and Alcohol Counseling – Deanna Bailey
B. 11 Prospect Square – Law Offices Collier/Lamm – Don Fischer (Fischer Signs)
C. 115 West Harrison Street – First United Bank and Trust – Phil Kenney (Kenney Signs)

D. 325 South Centre Street – Wendy's - Laura Greehan (The Chesapeake Design Group Architects, Incorporated)

One additional COA was processed administratively for 30 North Centre Street.

There were no Section 106 reviews processed in June.

DHCD staff met with City of Cumberland staff on July 26th to undertake site visits as part of the review of projects submitted for consideration for this year's Community Legacy funding.

The Maryland Heritage Areas Authority announced that the proposed certified heritage area boundary expansion within Cumberland was approved. In addition to the current Canal Place Preservation District, the following areas are now designated within the heritage area: the North Centre and North Mechanic Street corridors from the viaduct to the corporate boundary at the Narrows; the Candoc area; the Greene Street National Register of Historic Places district, and 515 Greene Street (Jane Gates House).

Maryland Historical Trust staff announced that the City of Cumberland will receive a Certified Local Government Educational Set Aside Grant for $1,000 for annual staff and Historic Preservation Commission training and $17,000 for the updating of Maryland Inventory of Historic Properties surveys. The project is expected to begin in the late Fall.

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

Comptroller's Office

The Comptroller's office reports the following information for the month of July, 2016:

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of July 2016.

On July 1, 2016 the City had a cash balance of $5,099,785. Disbursements exceeded receipts by approximately $796,125 in July leaving the City with a cash balance of $4,303,660 at July 31, 2016.

As of July 31, 2016, the significant balances were:

Taxes receivable (General Fund)		$ 9,177,896

	June Balance	July Balance	Collections
FY 2017	$ -	$ 7,572,070	$ -
FY 2016	800,375	761,331	39,044
FY 2015	403,411	387,140	16,271
FY 2014	41,816	41,697	119
FY 2013	34,286	34,286	-
FY 2012	35,409	35,409	-
FY 2011	51,509	51,509	-
Prior FY's	294,454	294,454	-
	$ 1,661,260	$ 9,177,896	$ 55,434

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

Real property (non-owner occupied)	$ 3,576,887
Non-Corp Personal Property	31,348
Corporate Personal Property	565,956
Real Property (semiannual payments)	3,397,879
Real Property (Half Year)	-
	$ 7,572,070

Accounts Payable: $ 39,981
(This excludes upcoming debt service payments and payroll.)

Payroll expenses for the upcoming month are an estimated $1,100,000.

The City cash position remains 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
July 2016

	Cash	Investments
Balance 7/1/2016	$ 5,099,785	$ 7,990,851
Add:		
Cash Receipts	4,449,771	1,000,145
Investment Transfer	-	-
Less:		
Disbursements	4,245,750	-
Investment Transfer	1,000,145	-
Balance 7/31/2016	$ 4,303,661	$ 8,990,996
Restricted	$ 531,136	$ 3,112,381

Capital Projects and Associated Debt

The table below illustrates balances of invested and available bond proceeds associated with capital projects.

Restricted Cash

	7/1/2016	Interest	Utilization	7/31/2016
Police Seizures	$ 245,222	$ 13	$ 2,826	$ 242,409
Bowers Trust	91,395	-	-	91,395
Restricted Lenders	106,341	-	-	106,341
GOB 2008	470,716	25	392,391	78,350
Other	12,641	-	-	12,641
	$ 926,315	$ 38	$ 395,217	$ 531,136

Restricted Investments

	7/1/2016	Interest	Utilization	7/31/2016
DDC	$ 6,599	$ -	$ -	$ 6,599
GOB 2008	203,716	62	-	203,778
GOB 2013	1,498,584	53	-	1,498,637
BAN 2016	1,403,338	29	-	1,403,367
	$ 3,112,237	$ 144	$ -	$ 3,112,381

Available Bond Proceeds

	7/1/2016	Interest	Utilization	7/31/2016
CDA 2014	$ 2,054,132	$ 82	$ 152,135	$ 1,902,079
CDA 2015	$ 2,659,735	$ -	$ -	2,659,735
	$ 4,713,867	$ 82	$ 152,135	$ 4,561,814

The GOB 2008 restricted cash is restricted for street improvement capital projects. The balance of restricted cash accounts are to be utilized for a variety of purposes.

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 2008 bond proceed investments are earmarked for street repair projects. $392,000 was utilized in July on street projects and the balance should be fully utilized by the end of September 2016.

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs. There is a balance of $1.5 million which will be utilized for street repairs beginning this summer.

Ordinance #3795 authorizing the issuance of up to $3.5 million in a Bond Anticipation Note (BAN 2016) for the Maryland Avenue Redevelopment Project was passed on May 17th and was effective on June 16th. The BAN 2016 proceeds were received on June 29, 2016. Proceeds covering bond issuance costs and previous project expenditures totaling $2.1M were distributed in June with the $1.4M balance invested to fund future project expenditures. A significant portion of this balance will be expended in August.

CDA 2014 and 2015 bond proceeds are intended for a variety of General, Water and Sewer Fund projects and are available to be drawn as required. The July draws were utilized to fund street improvement and water distribution projects.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
September 6, 2016

Description
Utilities Division & Central Services Division monthly report for July, 2016.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

UTILITY DIVISION AND CENTRAL SERVICES MONTHLY REPORTS

July 2016

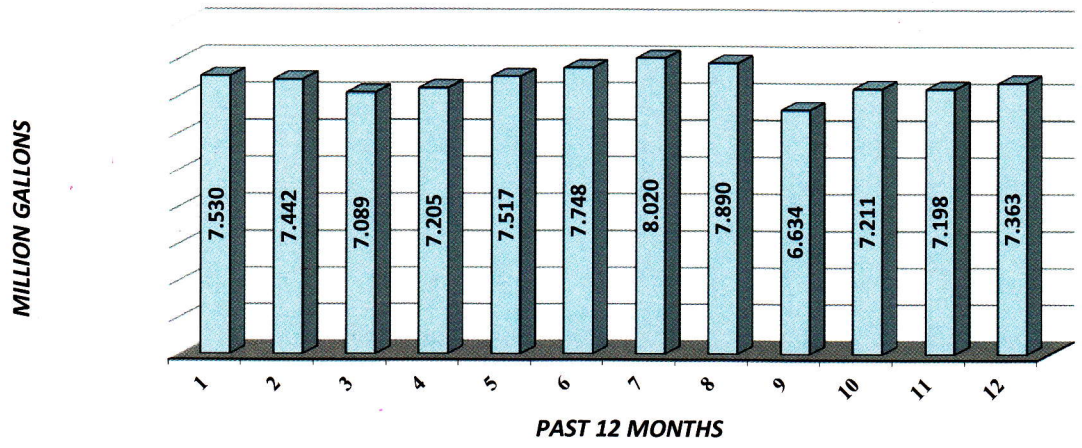
Item # 4

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

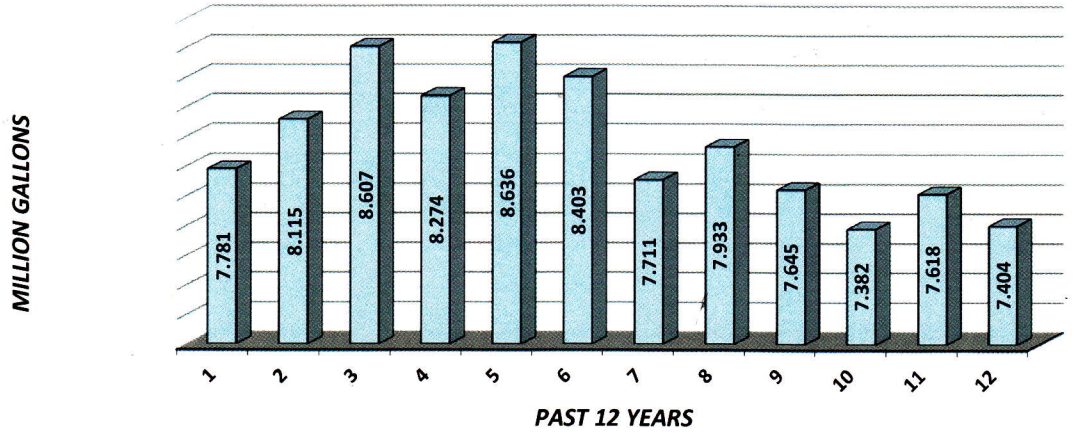
MONTHLY UTILITY REPORT

JULY 2016

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



BRIEF LISTING of EVENTS

- 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- OVER 100 PREVENTATIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALSIS PERFORMED/LAKES AT 95% CAPACITY
- TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- NEW SODIUM HYPOCHLORITE FEED SYSTEM IS NOT OPERATIONAL DUE TO ENGINEERING PROBLEMS WITH SYSTEM. WFP STAFF ARE STILL MAKING CORRECTIONS TO SYSTEM TO IMPROVE OPERATION & SAFETY.
- APPROXIMATELY 150,000 GALLONS PER DAY OF WATER DUE TO LEAKS IN SERVICE AREAS BEING PROVIDED WATER FROM THE BROWN AVE. WATER STORAGE TANK
- WATER CUSTOMERS IN PA WILL HAVE THEIR WATER TESTED FOR LEAD & COPPER AS PER EPA & PA DEP MANDATES
- AWARDED CONTRACT TO EMSL ANALYTICAL TO PERFORM CRYPTOSPORIDIUM ANALYSIS OF SOURCE WATER
- FIRST SHIPMENT OF SODIUM HYPOCHLORITE "BLEACH" RECEIVED
- WILL BEGIN CYRPTOSPORIDIUM MONITORING IN OCTOBER AS PER EPA's LONG TERM ENHANCED SURFACE WATER RULE

Sewer & Flood Monthly Report - July 2016

Sewer

2,120	Ft. Sewer Mains flushed
1	Sewer Main Repaired: 518 Holland St.
15	Catch basins cleaned
4	Catch basins repaired:
	9 Bedford St., 20 Bedford St., and two (2) at Edwards and Frederick St.
4	Cleanouts installed
195	Ft. Sewer Lines televised
4	Overflows checked
	General Maintenance
	Assisted Water Department at four (4)
	work sites hydro excavating

Flood

Test run station pumps
Checked at C.S.O.'s
Cleaned seepage control boxes
Pulled Wineow St. Sluice gate with contractor
Mowed thirty (30) acres
Cleaned bull pen and hauled six (6) loads
General Maintenance

WATER DISTRIBUTION

Utilities Activity Report for July 16

REQUEST	W/E 7/8/16	W/E 7/15/16	W/E 7/22/16	W/E 7/29/16	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	5	19	11	18	53
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS		1	3	2	6
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	2	8	2	1	13
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	9	25	19	16	69
REPAIR WIRING/GET READING	3		2	1	6
ORANGE TAG FOR REPAIRS		1	2	3	6
YELLOW TAG FOR H/L USAGE/APPT		3		1	4
RED TAG FOR SHUT OFF				1	1
TURN WATER ON	46	34	47	31	158
TURN WATER OFF			1	1	2
NONPMT/BAD CK/AGREE SHUT OFFS	44	39	44	33	160
SHUT OFF RECHECKS	43	81	55	26	205
PULL METERS - READS/SPAC/WR OFF				2	2
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR				1	1
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		2	3	3	8
NEW METER/DIAL	3	4	3	2	12
METER TESTS-Residential	1	2	1	3	7
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out				1	1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED		36	34	1	71
PRESSURE CHECK/NO WATER	1				1
MOVE METERS OUTSIDE/READINGS	2	3	1	1	7
Smartpoint change outs/New installs	4	3	5	1	13
Replace smartpoint antenna		1			1
REPAIR/REACTIVATE/MOVE SPs		1	2	1	4
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	2	3	2	1	8
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	46	55	56	61	218
TAPS SERVICED	2	3	3	3	11
LEAKS REPAIRED	4	3	3	2	12
REPLACE HYD #726/MT ROYAL AVE	4				4
TRIED HYDRAULIC VALVE MACHINE @ WCI	4				4
FLUSHED HYD AT JAMES DAY DR		4			4
NEW ALLEGANY-TURN OFF HYD/VALVE ON		4			4
COLD MIX HOLLAND ST				3	3
REPAIR HYD #443 - HOLLAND ST				3	3
PUT HYD #551 OUT OF SERVICE - WAS HIT				3	3
INV LEAK - PLYMOUTH DR - IT'S A SPRING				3	3
REPAIR HYD #551 - BRASS CAP INSERT				3	3
MARKED BXS TO BE CUT OFF/PARK ST				3	3
CHK VALVE BXS FOR STREET DEPT/SWICK				3	3
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Watershed					
Returned AGCO to dam					
Picked up parts for AGCO					
Mowed on water main (several days)					
Placed stone around test station					
Put in new line marker					
Worked on turning valves on 220 - McMullen Hwy					
Picked up material from Lowes					
Weed eated around valves on 36" water line (several days)					
Cut trees from water line (several days)					
Secured job site - WCI					
Hauled in 2 loads of stone					
Hauled equipment back to garage					
Mowed 36" main - Smousesmill Rd					
Removed trees from water line					
Removed asphalt that was dumped on Rine Ridge Road					
Picked up trash around dam					
Cut brush around valves					
Painted valves on water main (several days)					
Cleaned vehicle (380)					
Checked on Pine Ridge Water Co Pump Station and Storage Tank - took pictures for Rodney					
Projects					
Projects - NEMACOLIN		8		14	22
WEEKLY TOTALS & GRAND TOTAL					1119

Item # 4

Central Services – July 2016

- **City Hall**: Installed compressors on roof. Mounted a WIFI dish facing Public Safety building; checked over equipment in building; installed new compressors on 1st stage of chiller.

- **Public Safety Building**: Changed all filters, checked belts, oiled and greased all pumps and motors; drained water from tank and adjusted air handler belts; checked and repaired A/C on Fire Dept. side.

- **Munc. Service Center**: Replaced cameras; replaced bathroom fan motor; checked a water leak in the Water Department and found AC unit sweating from humidity.

- **Cumberland Arms**: repaired broken rec on roof, for City Hall WIFI.

- **Downtown area**: Ran conduit and pulled wire at Centre Street parklet for lights and receptacles.

- **Constitution Park**: Installed lock assembly on panel box at park stage.

- **Mill Race**: Troubleshot wiring issues in exhaust fan control cabinet; checked wiring and found damper actuator bad, ordered new one.

- **Evitts Creek**: Installed Scada equipment.

- **Smouse Mill Pump Station:** Installed new VFD drives and downloaded VFD drive program for pump station upgrade; built and installed new cabinet; ran conduit and pulled wire; installed back-plate, drives, and push buttons in cabinet.

- **Bedford Street CSO**: Replaced Endress Hauser equipment FMU861 for CSO.

- **Wastewater Treatment Plant**: Repaired CSO scada system; wired blower mower at ENR; bench-tested and installed DC drive for methanol pump; programmed Endress Hauser equipment for the head of the plant CSO.

- **Water Filtration Plant**: Installed programming for VFD configurations; replaced photocell for pole lights; refastened wire mold in Technician's Office; replaced cameras.

- **Traffic and Street Lights:** Installed motion sensors and programmed traffic controller at Allegany & Greene St; installed motion sensors and programmed traffic controller at Valley & Mechanic St; installed motion sensors and programmed traffic controller at Market & Mechanic St.

- Load tested generators.

Regular Council Agenda
September 6, 2016

Description
Approval of the Work Session Minutes of July 19, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Work Session Minutes

2nd Floor Conference Room
City Hall
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, July 19, 2016
4:30 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Kenneth Tressler, City Comptroller; John DiFonzo, City Engineer; Marjorie Woodring, City Clerk; media and guests

MOTION: Councilman Caporale motioned to convene the meeting, Councilman Bernard seconded and the motion passed on a vote of 5-0.

I. Pavement Management Plan

Mr. Rhodes stated that he had received questions recently from Council as well as some citizens regarding how the City planned to move forward with the pavement management plan. He felt this presented a good opportunity for John DiFonzo, City Engineer, and Ken Tressler, City Comptroller, to advise where things stood project-wise and budget-wise, and allow for input from Council for the path forward.

John DiFonzo, City Engineer, provided a spreadsheet *(attached)* showing $883,303.75 in street projects during the months of June and July for which the City had contracted with Carl Belt and IA Construction, piggybacking on a State bid.

Mr. DiFonzo presented another spreadsheet detailing street and sidewalk work yet to be done and the cost of proposed work. Mr. DiFonzo noted this was the same information that Mr. Tressler had presented in his FY17 budget plan. Much of the work required more than just milling and paving, which were noted in blue on the sheet *(attached)*.

Mr. DiFonzo discussed the following:

Nemacolin Avenue – this roadway has serious drainage problems; IA Construction may be able to be used for this and parts of Richwood

Eichner Avenue – problems on Eichner were creating serious flooding problems on Myrtle Street. Bidding documents have not yet been prepared, but discussions have been had with the Sewer

Department to determine what work can be done in-house. IA may do milling and widening as a change order to their existing contract.

Amtrak Entry Station – State transportation enhancement funding would be used. Work would be done at Harrison and Mechanic, including a new traffic signal with a pedestrian walk light. State approval was needed before bidding could go out.

Mechanic Street – Costs for this project were higher than expected. Although $640,000 in ARC money was available, bond funds may be needed as well. The paving would include the area of Mechanic from Howard past the fire station, Bedford from Mechanic to Centre, and Baltimore from Mechanic to the railroad. The project would include bike improvements at walkways, signing, new pavement markings, and drainage improvement. ARC funding would be available because the roadways provide access to the Footer building.

Chase Street - Mr. DiFonzo would prefer to totally remove the brick on this street, but has asked the contractor for pricing on alternative approaches, such as patching the rough spots, removing the bricks only in the rough spots, keeping the brick and paving over it, etc. It was thought that perhaps $200,000 (half of what was planned) could then be used for other paving.

Washington Street – Mr. DiFonzo stated that he was committed to this project but was holding off until the lighting conduits were done. The City had contracted with SPECS for design of the work and there was some find tuning being done to seek a process to install the conduit, which would be placed in the walkway. DiFonzo was comfortable with the funding set aside for this project, which included the funding received from the State for the lighting and felt funding needed to be reserved for the completion of this project before planning too many other streets.

Mr. DiFonzo stated that a lot of street work had been completed and the City may be able to still address some smaller streets that need mill and overlay this year. He stated it was important to finish the projects that were set as priorities, and tackle others if money is left over. Mr. Tressler confirmed that there were not a lot of bond proceeds remaining, therefore there may not be an enormous amount of funding available for street projects next year.

Mr. DiFonzo discussed that staff has veered somewhat away from the original priorities of the pavement management plan based on real-time observations of what needed to be addressed. The plan provided very beneficial data, however, to allow the streets to be analyzed and reassessed.

Based on questioning from Council, DiFonzo reported that:

1. The original pavement management plan was 10 years old and it cost $80,000 at the time of origination.

2. Rose Hill Avenue was not on the list but had been brought up for consideration after budget meetings because a petition for its repair had been received. DiFonzo said the street should probably be done but was not the only street in that category that needed addressed.

3. Washington Street was on schedule for this year. It was expected that bids would go out this year and work would start in the spring. EADS would be preparing the final design work. One problem was that the federal money that is passed through SHA requires a multi-month approval process.

4. Obtaining an updated modified version of the street study would be worth doing. The City already had the basic information so there should be a cost savings, but years of inflation may eat that up.

Mr. Rhodes asked that the Mayor and Council send him their thoughts on the plan and advising if they wanted certain streets addressed. He would then provide an updated presentation in a few months.

II. McCormick Taylor Baltimore Street Study

Mayor Grim stated that this work session presented the opportunity for Council to openly discuss their thoughts on the design plan for the downtown mall. He stated it was still early in the process and there was not a finalized design element at this point. He noted that the DDC has asked to have input in the design determinations as well.

Shawn Hershberger, Executive Director of the Cumberland Economic Development Corporation (CEDC), stated that the downtown redesign project had been initiated as part of a review of four (4) opportunity sites performed by Sage Policy Group, who worked with McCormick Taylor for the design portion. Stakeholder meetings, interviews with property owners, and a charrette had all been undertaken and the final recommendation had been Option 3a.1, which Mr. Hershberger distributed a concept drawing of. Option 3a.1 recommended one lane of one-way vehicular access with one lane of one-way parking from Mechanic to Liberty Street and from George to Centre Street, directing people into the pedestrian area between Liberty and Centre Street, which would be preserved. The typical brick sidewalk area would retain widths of 17' to 23' to accommodate outdoor design and pedestrian access areas.

Hershberger stated that the 3a.1 design concept was fully supported by the Cumberland Economic Development Corporation, the Downtown Development Commission, and the Western MD Delegation.

Hershberger discussed that the recommendation put forth was a design concept with an estimated cost of between $3.7 and $5 million. Further discussion needed to be undertaken to break down the components of the recommendations and determine a final design plan so that exact dollar figures could be determined.

Upon questioning and discussion from Council, the following were noted:

1. It would be the intent of the final design to retain similar, if not the same, square footage that is now utilized for outdoor dining.

2. It would also be the intent of the final design to continue to accommodate outdoor special events.
   - The DDC was requesting that the final design include bollards to allow for easy closure of the streets for special events, and that construction materials be used that would seamlessly blend the pedestrian and traffic areas and make less of a huge demarcation.
3. The bike lane is proposed to be 9'. Considering that the speed limit would be very slow, there was a possibility that some of the bike lane area could be preserved for pedestrian use by using a "share the road" system rather than a dedicated bike lane.
4. The plan called for 16-24 additional short-term parking spaces that would be designed not to interfere with outdoor dining. It was assumed that the time limit on the spaces would be 10-20 minutes, but that would be further determined in the final design phase.
5. A one-space loading zone and drop-off area for business owners would be planned on the Liberty Street section of the town square. A similar access point could be established on the Centre Street side as well, if needed.
6. In addition to addressing certain infrastructure needs on the mall, such as electrical lighting, a priority would be to connect adjoining areas to the underground fiber that already exists in a loop around the Central Business District.

Mr. Hershberger noted that these were recommendations that could be further discussed and amended for the final design.

Delegate Jason Buckel stated that the Western MD Delegation had been briefed on the project by the CEDC and the Delegation wants to support Cumberland taking aggressive and modern steps to grow and change. He stated the Delegation does support the downtown redesign project but would like to ask that the City provide a comprehensive vision of what Cumberland will look like 5-10 years from now, factoring in not just the downtown redesign project, but other global initiatives such as the Rolling Mill Redevelopment Project. He stated the Delegation would have better success at obtaining funding by promoting a comprehensive plan for Cumberland's growth and development and felt there was currently a good environment in Annapolis to seek funding to support a new vision for Cumberland.

Councilman Bernard stated that the merits of this design allowed it to stand on its own. He noted advantages it would provide such as easier access to store fronts, increased visibility and the elimination of loitering. Additionally, the plan had been designed by professionals and has the support of the Delegation as well as most businesses he has talked with.

Mayor Grim stated that, from what he has heard, all seemed to be in support of the proposed plan. The challenge now would be to move finalize details of the design and obtain funding support. The DDC would have a significant role in the conversation and some tweaks to the plan would have to occur as it moved forward.

Councilman Bernard recommended that the CEDC put together a steering committee composed of representatives from the City, County, DDC, the public, CEDC, Mt. MD Trail Group, etc., to hash out some of the final details. Mr. Hershberger stated he would present a list of recommended names to the Mayor and Council.

Councilman Caporale stated that he felt it would be appropriate for the public to know that there is a multi-million boutique hotel project being considered for the downtown mall. Mr. Hershberger stated that a public feasibility study had been performed 18-20 months ago and partnerships were now in place and awaiting resolution of final details and final execution. Mr. Rhodes noted that the direction received from Council this evening on moving the mall concept forward will help move the hotel project forward as well.

Mayor Grim noted that there would be time for further discussion on the mall redesign project during the public meeting.

VI. ADJOURNMENT

With no further business at hand, Councilwoman Alt-Myers motioned to adjourn the meeting, Councilman Caporale seconded, and the motion passed on a vote of 5-0.

The meeting adjourned at 5:32 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Regular Council Agenda
September 6, 2016

Description
Approval of the Regular Session Minutes of July 19, 2016 and August 2, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 7/19/16

***Pledge of Allegiance**

I. ROLL CALL

President Grim convened the meeting at 6:30 p.m.

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

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

II. PROCLAMATIONS

(A) Proclaiming Tuesday, August 2, 2016 as "National Night Out" in Cumberland

Mayor Grim read the proclamation and presented it to Police Chief Charles Hinnant and Terri Hast, who accepted on behalf of the National Night Out Committee. Ms. Hast discussed the purpose of the event that is designed to promote partnerships between the police and the community and encourage neighborhood engagement. Ms. Hast discussed many of the events that would take place and invited the community to attend.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation from Dr. Ben Brauer of the Allegany County Public School System and Cumberland Police Chief Charles Hinnant on the proposed use of a passive, drug-detection K-9 by the School Resource Officer (SRO) in Cumberland public schools

Police Chief Hinnant advised that the Cumberland Police Department has been involved with the School Resource Officer Program for 15 years and, with the cooperation of the Allegany County Board of Education, would like to enhance the program with the use of a Drug Detection Canine Program that would be modeled after the Dorchester County K-9 program. Chief Hinnant introduced Dr. Ben Brauer, Allegany County Public School System,

Sgt. Corey Rounds, K-9 Supervisor, Patrolman 1st Class Jeremy Hedrick, K-9 Handler, and Corporal Andrea Robinson, Dorchester County Sheriff's Office.

Chief Hinnant discussed that representatives from the CPD had traveled to Dorchester County to discuss and observe their passive alert drug detection K-9 program and had been impressed with the results of the program, the atmosphere of the schools, and the positive comments received.

Dr. Ben Brauer, ACPS Supervisor of Student Services, advised that the program had also been presented this evening to the elected officials of the Allegany County Board of Education and had received overwhelming support.

Corporal Andrea Robinson discussed how the program had been positively received in the Dorchester County school system by both staff and students, noting that there had been a significant drop in drug cases at the school level and plans were to add an additional K-9 at one of the high schools.

Chief Hinnant advised that the drug canine would rotate between the 7 public schools in the city and would divide its time between the two School Resource Officers. Emphasis would be placed at the high schools, and the program would visit Bishop Walsh and Light House Academy when possible. Both children and school staff would be educated on the program. Chief Hinnant discussed the Health Department's assessment of the rise in drug use among students and stated that this program would work as a deterrent to bringing drugs into the school system.

Council agreed that supporting the program was an appropriate use of resources and provided a consensus to proceed.

(B) Discussion of the recommendation included in McCormick Taylor's Opportunity Site Study to open both ends of the downtown pedestrian mall

Mayor Grim stated that a number of opinions on following the design elements of the plan presented by McCormick Taylor had been presented during this evening's prior work session. As noted by Delegate Buckel in the work session, even though differing opinions exist, there needs to be consensus from the City to accept the concept of the plan to allow financing opportunities to be sought.

Mayor Grim asked for comments from Council.

Councilman Bernard stated that the merits of the recommended plan allowed it to stand on its own. He noted that the recommended changes would allow easier access to storefronts, enhanced visibility, and greater connectivity of cyclists to the downtown mall. He stated that a professional team of experts had analyzed data from this community and from the success and failures of other communities and had designed a plan based on those findings. Bernard stated that with the support of the County, Delegation, DDC, and business community, Cumberland needed to show outside investors that it was serious about the revitalization of the downtown.

Councilman Caporale stated that he had nothing additional to add, other than what was discussed in this evening's prior work session.

Mayor Grim opened the floor for public comment, calling on those who had signed up to speak.

Anthony Tagliaferro, 13406 Bealls Mill Road, Cumberland, stated that the Delegation had

indicated they were looking for a broad-scope package deal to support. He questioned what Council foresaw the impact to tourism would be during what may be a long-term construction period. Councilwoman Alt-Myers stated that would be hard to answer without all the design facts in place yet, but the City would work diligently with the business owners during the project. Mayor Grim stated that as the plan moves into the design period, more timelines would be identified, but there will definitely be some dust and inconvenience.

Larry Jackson, 841 Windsor Road, Cumberland, commended the Mayor and Council for moving the community forward. He stated that the infrastructure on the mall was old and this plan provided a unique opportunity to deal with that. This plan would not fix all problems, but what sells it is the flexibility it provides for future uses and the ability to create kinetic energy and vitality that would open some doors that are closed right now.

Brian Bowers, 116 Mt. Pleasant Street, Frostburg, stated he was the owner of 115 Baltimore Street and had invested time and money in the downtown because he thought it was wonderful. He regularly hears from customers that they find it frustrating not to be able to drive in front of the store to see if it is open, busy, etc. There is misconception that there is a parking problem; rather, there is a line of sight problem. He stated traffic would help to create the feeling of safety and activity and asked Council to listen to the recommendations of the professionals.

Dan Bowser, 402 Wempe Drive, Cumberland, stated he was in agreement with the comments made by Councilman Bernard, Mr. Jackson, and Mr. Bowers, adding that "flexibility" was the key. He stated his business at 114 S. Centre Street saw a ridiculous decline when parking had been taken away during a recent street construction period, so he could only imagine the impact the addition of parking spaces would have for those on the mall.

Bill Atkinson, MD Department of Planning, stated that he had been a member of the committee that had worked to obtain a nationally recognized consulting firm and get input from the public to create a downtown plan that would be flexible, work for a majority of the people, and also make a difference. He discussed the City of Salisbury, a community similar to Cumberland, who opened their downtown mall to traffic several years ago and saw such improvement they were looking to open an additional lane. He stated the future was not known, but the downtown would stay the same if nothing was done, and he urged the Mayor and Council to move forward with the plan. Regarding construction and tourism, he advised that there were ways to work with the contractor and use the situation as an advantage.

Dave Romero, 55 Baltimore Street, Cumberland, speaking on behalf of the DDC, advised that the DDC had negotiated a compromise position with the consultants to implement the use of bollards to create flexibility by allowing traffic to be closed off for pedestrian use during the tourist season. Additionally, the DDC had requested that materials be used to ensure that the mall would continue to look like a pedestrian mall when the bollards are up, and specifically that no asphalt or abrupt curb cuts be used. Romero stated that the DDC realizes the great need for infrastructure improvements on the mall. He advised that the DDC supports a plan that is flexible and allows the mall to be used as a pedestrian mall during tourist season while still permitting traffic, but mainly supporting the modernization of the infrastructure.

Daniel Taylor-Neumann, 416 Beall Street, Cumberland, stated that as a member of the DDC, he echoed what Mr. Romero said. The matter of flexibility should be paramount, with bollards being an important factor of that plan. He urged the Mayor and Council to move forward as quickly as possible while there were favorable winds in the State House.

Sandi Saville, Chair of the DDC, stated she was pleased that the DDC was able to work in coordination with the Cumberland Economic Development Corporation and the legislators to create a change that would be significant for the city of Cumberland. She stated the DDC was hopeful to be involved with the design process and would continue to support a flexible plan that would allow the ability to adapt to whatever traffic needs were warranted in the future, whether that be more traffic or less traffic on the mall. He stated she hoped the Mayor and Council proceeded with the plan.

Mayor Grim stated he appreciated that plans were being made to build the downtown into an area with the greatest flexibility and the ability to stand the test of time. Although he has always embraced change in the community, he does have some reservations about the design and he would be advocating for certain modifications as the process moved on.

MOTION: Mayor Grim called for a motion to accept the plan and proceed to the design phase, pending financing and noting forthcoming changes to be recommended by the DDC, Mayor and City Council, and any potential design committee.

Councilwoman Alt-Myers put forth the motion, Councilman Bernard seconded, and the motion passed on a vote of 5-0.

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for June, 2016

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for June, 2016

Item Action: Approved

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

(C) Public Works

1. Maintenance Division monthly report for June, 2016

Item Action: Approved

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

2. Engineering Division monthly report for June, 2016

Item Action: Approved

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

V. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - Authorizing the issuance and sale of 1) General Obligation Bonds and General Bond Anticipation Notes each in an aggregate principal amount not to exceed $5,388,000 and 2) General Obligation Refunding Bonds which shall not exceed 130% of the aggregate principal amount of the bonds refunded therefrom, by private sale to the MD Water Quality Financing Administration (MWQFA), to finance costs of the Combined Sewer Overflow (CSO) Storage Facility Project and related costs

   Mr. Rhodes advised that the Ordinance would approve the sale of bonds directly to the Maryland Water Quality Financing Administration to finance the City's portion of financing for the CSO underground storage facility.

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

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

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

   ORDINANCE NO. 3808

2. Ordinance *(2nd and 3rd readings)* - authorizing the issuance and sale of 1) General Obligation Bonds and General Bond Anticipation Notes, each in an aggregate principal amount not to exceed $477,000 and 2) General Obligation Refunding Bonds which shall not exceed 130% of the aggregate principal amount of the bonds refunded therefrom, by private sale to the MD Water Quality Financing Administration (MWQFA) to finance costs of Phase III of the Evitts Creek CSO Upgrade Project and related costs

   Mr. Rhodes advised that this Ordinance would approve the sale of General Obligation Bonds to finance pre-construction activities related to the Phase III Evitts Creek CSO Upgrade Project. The bonds would be sold by private sale to the Maryland Water Quality Financing Administration.

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

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

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

   ORDINANCE NO. 3809

VI. NEW BUSINESS

(A) Resolutions

1. Resolution granting the Carver Community Center, Inc. property tax credits for the tax years 2015-2016 and 2016-2017

   Mr. Rhodes reviewed the Resolution and the Resolution was then presented in Title only.

   Mayor Grim called for questions or comments.

   Motion to approve the Resolution was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

   RESOLUTION NO. R2016-10

(B) Orders (Consent Agenda)

Item Action:

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

1. Order authorizing the Chief of Police to accept a GOCCP Safe Streets Grant for FY17 in the amount of $220,000.00 for personnel, equipment and overtime costs associated with the Safe Streets initiative

   Chief Hinnant advised that this would be the 5th year the City would be participating as a member agency with the Safe Streets program. Funding had increased from $180,000 to $220,000 this year, including an increase in the cost for overtime for police officers to $62,000.

   ORDER NO. 26,003

2. Order authorizing a one (1) year extension to the proposal from Local Government Insurance Trust (LGIT) to provide insurance services for City properties, boilers and machinery, and elevator general liability in the total amount of $152,785.00

   ORDER NO. 26,004

3. Order authorizing the Chief of Police to accept a GOCCP grant entitled "Heroin Coordinator" for FY17 in the amount of $84,180.00 for personnel and equipment to assist in developing and implementing strategies intended to reduce heroin related crime

   Chief Hinnant advised that the GOCCP grant funding for Heroin Coordinator would cover the costs of a full time coordinator and investigative equipment to track overdoses and heroin arrests. The position would be advertised and the individual would work directly with the Cumberland Police Department and serve as a focal point for tracking resources and coordinating with other drug coordinators across the state. The goal is to work towards identifying source suppliers.

   ORDER NO. 26,005

4. Order accepting the proposal for Base Bid and Add Alternate No. 2 from Excavating Associates for the Maryland Avenue Wall and Sidewalk Repairs Project (22-09-M) in the estimated unit price of $154,379.00

   ORDER NO. 26,006

5. Order authorizing payment of $57,201.46 to the Allegany County Board of Education for costs associated with the expansion of fiber to the Cumberland Central Business District, $55,000 of which shall represent the City's local match to ARC funding for this project

   ORDER NO. 26,007

6. Order declaring a 2006 Chevrolet Van (VIN: 1GCGG25R5Y1171197) as surplus and authorizing it for sale or trade-in

   ORDER NO. 26,008

7. Order authorizing the sole source purchase of software implementation services for cashiering and the Community Development Department from New World Systems in the amount not to exceed $77,038.00

   ORDER NO. 26,009

8. Order authorizing execution of an Employee Assistance Program Service Agreement with the Western MD Health System Corporation for a one year term retroactive to July 1, 2016, anticipating an employee volume of 260 at $27/employee

   ORDER NO. 26,010

(C) Letters, Petitions

Item Action:

Mayor Grim advised that he had received a letter from the Allegany County Chamber of Commerce supporting moving forward with the Rolling Mill Redevelopment Project. The letter had been signed by Stu Czapski, Executive Director.

Mayor Grim advised that he had received an email from the City Clerk advising that she had reviewed the signatures from the petition submitted in protest of the Rolling Mill Redevelopment Project and determined that 54 of the 122,000 signatures signed as residents of Cumberland.

1. Letter from the City Clerk advising that the period has passed for receiving a petition calling for a referendum on Charter Amendment Resolution No. 144, which was approved to repeal and reenact Charter Section 154 to increase the maximum threshold for local preference allowances to be 10% for city businesses and 7% for county businesses and reduce the number of days required for solicitation of bids, and the Charter Amendment therefore became effective July 6, 2016

   The letter was acknowledged and entered into public record.

2. Letter from Atlantic Broadband notifying customers of changes to certain rates and services to be effective July 29, 2016

   The letter was acknowledged and entered into public record.

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Stanley Boinovich, 11707 Boardwalk Avenue, Cumberland, stated he had spoken with Delegate Mike McKay after the last meeting he had attended and the Delegate had assured him that the Rolling Mill Project would be handled according to regulations. In the meantime, however, 4-5 buildings have been demolished and the City was therefore in violation of national emission standards. He stated the the MD

Department of Environment was aware and would be contacting the City. Further, he has checked the website and has found no RFP for demolitions. An acquaintance of his, however, had received an invitation to bid on the project and he had not. Mr. Boinovich also discussed certain problems with asbestos and how that affected the bidding procedure.

Mr. Rhodes replied that he was aware of the complaint and, having spoken with MDE on Friday, it was his understanding that the issue is resolved and he will be meeting with staff in the near future regarding the issue. Mr. Rhodes referred Mr. Boinovich to the Cumberland Economic Development Corporation website to view the RFP for demolitions.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:38 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk_____

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 8/2/16

***Pledge of Allegiance**

I. ROLL CALL

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

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Let's Beautify Cumberland! 2016 Blue Ribbon Awards presented to Norman & Gail Gaughan, 13 Long Drive; Iris Vowell, 812 E. Oldtown Road; Erin Robinson, 1514 Frederick Street.

Mayor Grim and Councilwoman Alt-Myers recognized each award winner and presented them with Blue Ribbon Awards, thanking them for the hard work and efforts they put into beautifying their properties.

III. DIRECTOR'S REPORT

(A) Administrative Services

1. Administrative Services monthly report for June, 2016

Item Action: Approved

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

(B) Public Works

1. Utilities Division monthly report for June, 2016.

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Executive Session minutes of June 21 and July 5, 2016.

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

Closed Session - June 21, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, and Richard J. Cioni, Jr.; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss personnel issues and union negotiations was made by Councilman Caporale, seconded by Councilman Cioni, and was passed on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508-(a) (1) and (9).

TOPICS included personnel issues and union negotiations.

Closed Session - July 5, 2016

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, and Richard J. Cioni, Jr.; Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk

ABSENT: Councilwoman Nicole Alt-Myers

MOTION to enter into closed session to discuss union negotiations was made by Councilman Caporale, seconded by Councilman Cioni, and was passed on a vote of 4-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508-(a) (9).

TOPIC: union negotiations

V. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

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

1. Order accepting the proposal from CBIZ Insurance Services, Inc. to provide services for the period July 1, 2016 through June 30, 2017 for Law Enforcement Liability, Public Officials Liability, Employee Dishonesty Bond, and Risk Management Services in the total amount of $94,766

Item Action: Approved

ORDER NO. 26,011

2. Order accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period 7/1/16 through 7/1/17 for the amount of $1,112,790 to cover costs for Premium, Cash Collateral Fund, and Claims Service Fund; and authorizing execution of a Prefunded Deductible Reimbursement and Security Agreement to effect this coverage

Item Action: Approved

ORDER NO. 26,012

3. Order accepting the Sole Source proposal of RenoSys Corporation for removal and replacement of the Constitution Park Swimming Pool PVC membrane, and two new drain boxes, in the estimated amount of $148,095.00.

Item Action: Approved

ORDER NO. 26,013

4. Order accepting the Sole Source proposal of Carl Belt, Inc. for necessary repairs to the pool drain at the Constitution Park swimming pool, in the lump sum amount of $33,850.00.

Item Action: Approved

ORDER NO. 26,014

(B) Letters, Petitions

1. Letter from Staci Calder, Race Director, requesting support of the 2017 Queen City Marathon for ActiveWater on Saturday, April 8, 2017 at 8:00 A.M., which will use the areas of Canal Place, C&O Towpath, and the Great Allegheny Passage.

Mayor Grim acknowledged the letter and the Mayor and Council provided a consensus of approval to support the race.

Mayor Grim questioned whether there was documentation to detail what race events generally cost the city in overtime, etc. Mr. Rhodes noted there were hard costs involved and advised that he could obtain that information for Council. He suggested that a fee could be charged for events, if Council was interested in doing so. Councilwoman Alt-Myers noted that the events do bring visitors into the city to stay overnight, and Mr. Rhodes stated that there had been discussion in the past about using hotel-motel funds to offset these costs.

2. Letter from Terri Ann Lowery, Race Director, requesting permission to hold the 2016 Great Allegany Run (GAR) on Saturday, October 1, 2016 on certain streets within the city.

Mayor Grim acknowledged the letter and the Mayor and Council provided a consensus of approval to support the race.

3. Letter from the City Administrator advising that, with regard to Ordinance No. 3805 authorizing the closure of a portion of Willison Place (a.k.a. Willison Alley, f.k.a Wine Alley and Weyand's Alley), there are no damages or apparent added benefits caused to Mr. Sean D'Atri, sole adjoining property owner, as a result of the closure

The letter was acknowledged and entered into public record.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comments were offered at this time.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:28 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
September 6, 2016

Description
Approval of the Closed Session Minutes of July 19, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, July 19, 2016
5:30 p.m.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, and Richard J. "Rock" Cioni

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, Executive Director of the Cumberland Economic Development Corporation (CEDC); Jonathan Hutcherson, Chairman of the Board of Directors of the CEDC; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss union negotiations, real estate issues, and proposals regarding the potential relocation of businesses to Cumberland pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (3), (4) and (9) was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 5-0.

The meeting convened at 5:37 p.m.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (3): To consider the acquisition of real property for a public purpose and matters directly related thereto;
- Section 10-508 (a) (4): To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the state;
- Section 10-508 (a) (9): To conduct collective bargaining negotiations or consider matter that relate to negotiations

TOPICS: Acquisition of property, business relocations, and union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
September 6, 2016

Description

Ordinance *(1st reading)* - authorizing execution of a deed for the transfer of surplus property at 424 Goethe Street to Friends Aware, Inc. for the amount of $0.00 for renovation and ultimate use as a group home

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 FRIENDS AWARE, INCORPORATED CERTAIN SURPLUS REAL PROPERTY LOCATED AT 424 GOETHE STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 424 Goethe 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. 26,022, passed by the Mayor and City Council on August 16, 2016;

WHEREAS, Friends Aware, Incorporated requested that the City donate the property to it with the intention of renovating the structure so that would be suitable for use as a group home and could be used for that purpose; and

WHEREAS, the Mayor and City Council deem the donation of the property to be in the City's bests interests as the improvements to the structure that were made to the City in anticipation of the conveyance which is the subject of this Ordinance and those which will be made by Friends Aware, Incorporated will result in substantial renovations to the property, should help shore up the neighborhood and will ultimately result in the expenditure of less City funds that would have been the case if the City demolished the structure, which was its intent before Friends Aware, Incorporated made its renovation proposal.

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 effect the conveyance of the real property and the improvements thereon located at 424 Goethe Street, Cumberland, Maryland 21502 to Friends Aware, Incorporated 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 _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

THIS DEED, made this ___ day of _____, 2016, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **FRIENDS AWARE, INCORPORATED**, a Maryland non-profit corporation, party 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 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 property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated and lying on Goethe Street, in the City of Cumberland, Allegany County, Maryland, a plat of which said property is recorded in Liber 121, folio 608, among the Land Records of Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING at a point on the westerly side of Goethe Street at the end of the fifth line of the deed from William H. Cole and James C. Powell, Trustees, to Martha M. Donahoe, dated July 28, 1905, and recorded in Liber No. 99, folio 53, one of the Land Records of said Allegany County, said beginning point being also distant south 34 degrees and 35 minutes west 51 feet from the northeast corner of the brick house located on said Donahoe lot, and known as the Darnell house, and running thence with the westerly side of Goethe Street, south 34 degrees and 35 minutes west 6 ½ feet; south 40 degrees 20 minutes west 19 ½ feet, then north 52 degrees and 25 minutes west 220 ½ feet to the end of 124 feet on the fourth line of a deed from Rebecca E. Henderson and others to Lewis Weber, dated January 13, 1903, and recorded among the Land Records of Allegany County in Liber No. 93, folio 574 and reversing part of said fourth line as corrected by variation, north 40 degrees east 8 ½ feet to the end of the fourth line of the aforesaid deed to Martha M. Donahoe and then with the fifth line of said Donahoe deed, as corrected, south 57 degrees east 221 feet to the beginning.

IT BEING the same property which was conveyed from Jason M. Bennett, Director of Finance for Allegany County, Maryland, to Mayor and City Council of Cumberland by deed dated September 23, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2085, Page 44.

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 party of the second part, its successors and assigns in fee simple forever.

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)

Marjorie A. Woodring, City Clerk **Brian K. Grim, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, 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. 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: _____

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
September 6, 2016

Description
Resolution granting the Cumberland Outdoor Club a property tax credit for the 2016-2017 Tax Year

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
- Maryland -
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2016-2017, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and

WHEREAS, Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a a real and corporate property tax credit against certain property owners; and

WHEREAS, the Cumberland Outdoor Club is such a property owner designated in Section 9-302(f) of the Tax-Property Article of the Annotated Code of Maryland; and

WHEREAS, the Cumberland Outdoor Club has, pursuant to Section 9-301(e)(1), applied for the real and corporate property tax credit; and

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2016-2017.

Given under our Hands and Seals this 6th day of September, 2016, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

Regular Council Agenda
September 6, 2016

Description

Order authorizing Special Taxing District Residential Exemptions for the 2016-2017 tax year in the amount of $191.36 for property at 43-45 N. Liberty Street; $274.66 for property at 50 N. Centre Street; $526.45 for property at 45 N. Centre Street; and $711.95 for property at 33 N. Centre Street

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:** September 6, 2016

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

THAT, the following Residential Exemptions from the Special Taxing District Levy for the 2016-2017 tax year be and are hereby granted:

Property Owner	Property Location	Total Tax Due	Exemption Amt.
2016-2017 William Humbertson	43-45 N. Liberty St. Tax No. 14-005773	$ 191.37	$ 191.36
	50-52 N. Centre St. Tax No. 14-005781	$ 274.67	$ 274.66
2016-2017 Daniel Rhee	45 N. Centre St. Tax No. 14-003207	$ 526.45	$ 526.45
2016-2017 Tomiyo Sasaki & Ernest Gusella	33 N. Centre St. Tax No. 14-002847	$ 383.36	$ 711.95

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
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 7/01/2016 - 6/30/2017

I, Daniel Rhee request an exemption from the Special Taxing District Levy for property owned by me at: 45 N Centre Street, Cumberland, MD 21502

My request is based upon the fact that:

✓ ***Residential*** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

_____ ***Industrial*** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

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

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: [signature]

Date: 08-17-16

For City use

Tax Account No: 14 003207

	Assessed Amount	Tax Amount
Original	230 900	1052.90
Exempt	115450	526.45
Billable	115450	526.45

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 7/01/2016 - 6/30/2017

I, William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 43-45 N Liberty Street and 50-52 N Centre Street

My request is based upon the fact that:

✓ ***Residential*** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

_____ ***Industrial*** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

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

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: William Humbertson

Date: 08-17-16

For City use 43-45 N. Liberty

Tax Account No: 14 005773

	Assessed Amount	Tax Amount
Original	83933	382.73
Exempt	41966	191.36
Billable	41967	191.37

14 005781

Original	120467	549.33	50-52 N Centre
Exempt	60233	274.64	
Billable	60234	274.67	

REQUEST FOR EXEMPTION

SPECIAL TAXING DISTRICT

WE Is.
(I) hereby request an exemption from the Special Taxing District Levy for property owned by me at:

TOMIYO SASAKI & ERNEST GUSELLA
33 NORTH CENTRE ST.
CUMBERLAND, MD 21502

OUR Is.
(My) request is based upon the fact that this property is used for:

Industrial _____

Residential X

2016/2017

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

2nd & 3rd floor 4400 Sq ft. (2/3 residential)
66% Sasaki Aug. 08/16.

14002847

original	240200	1095.31
Exempt	156130	711.95
Billable	84070	383.36

Signed Sasaki

Date Aug. 05/16.

Regular Council Agenda
September 6, 2016

Description

Order authorizing the execution of Change Order No.1 to the Maryland Avenue Wall and Sidewalk Repairs Project (22-09-M) in the increased amount of $124,757.51, and adding 30 working days to the contract

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute Change Order No. 1 to the Maryland Avenue Wall and Sidewalk Repairs City Project (22-09-M) in the increased amount of $124,757.51. This change order will include an additional wall section on Maryland Avenue and repairs to the Helen Street wall. The change order will also add an additional 30 working days to the contract and will bring the total contract value to $279,136.51.

☑ Budgeted

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

Value of Award (if applicable)

$154,379.00 Original Contract Value
$124,757.51 Change Order No. 1
$279,136.51 Current Contract Value

Source of Funding (if applicable)

111- 431-201 JJ11050 $97,416
111-432-201 KK12007 $27,341.51

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** September 6, 2016

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 1 to the existing contract with Excavating Associates, Inc., P.O. Box 434, Ellerslie, Maryland, 21529 for the "Maryland Avenue Sidewalk and Wall Repairs Project" (22-09-M), in the increased amount of One Hundred Twenty-four Thousand, Seven Hundred Fifty-seven Dollars and Fifty-one Cents ($124,757.51); and

BE IT FURTHER ORDERED, that this Change Order shall add an additional thirty (30) working days to the contract.

_____

Brian K. Grim, Mayor

Excavating Assoc., Inc.	**22-09-M**
Original Contract Amount	$154,379.00
Change Order No. 1	$124,757.51
New Contract Amount	**$279,136.51**

Funding: 111-431-20100 JJ11050: $97,416.00
111-432-20100 KK12007: $27,341.51

City of Cumberland

Change Order Number: 1

Project: MD Ave Wall and Sidewalk Repairs
City Project No.: 22-09-M
Contractor: Excavating Associates
Vendor No.: 300239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Item Number	UNITS	QTY	UNIT PRICE	Description	Delete	Add
ADD		LS	1	$27,341.51	Add Alternate MD Ave Wall		$27,341.51
ADD		LS	1	$97,416.00	Helen Street Wall		$97,416.00
					Total Change Order Amount:	$0.00	$124,757.51

The Original Contract Sum was:	$154,379.00
Previous Change Orders:	$0.00
Contract Sum as a result of Previous Change Orders:	$154,379.00
The Contract Sum increased/decreased by this Change Order:	$124,757.51
The New Contract Sum as a result of this Change Order is:	$279,136.51

Contract Time Change: 30 working days

Recommended by: Kim Root — Contract Labor Compliance Specialist — 8/26/16 (Date)

Contractor: Excavating Associates — 8/26/16 (Date)

Accepted by: The City of Cumberland — J. W. Fong — Director of Engineering — 8/29/16 (Date)

Approved By: _____ — City Administrator — Date

Mayor and City Council Order Number Authorizing this Change Order: _____

EXCAVATING ASSOCIATES

Date: August 25, 2016

To: John DiFonzo / City of Cumberland

Re: City of Cumberland Wall Projects

John,

Excavating Associates agrees to do the following additional wall projects at a revised price if all walls are paid as lump sum projects.

1. MD Avenue Sidewalk & Wall Repair and add alt # 2 (existing project)	$154,379.00
2. Proposed Add Alternate # 3 (additional wall on Maryland Avenue)	$ 27,341.51
3. Change Order Request to do wall on Helen Street	$ 97,416.00
Total all 3 projects	$ 279,136.51

Please let me know if we need to provide any more information.

Thank you,

Larry Weigle

Larry Weigle

P.O. Box 434 • Ellerslie, Maryland 21529
301-777-0444 • Fax 301-777-5301

Regular Council Agenda
September 6, 2016

Description

Order authorizing execution of a Certified Local Government (CLG) Agreement with the MD Historical Trust to accept $17,000 in grant funding for the "Cumberland Survey Project" and committing $2,500 in matching funds from 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:** September 6, 2016

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

THAT, the Mayor be and is hereby authorized to execute a Certified Local Government Grant (CLG) Agreement by and between the Mayor and City Council of Cumberland and the State of Maryland, acting through the MD Historical Trust, to accept FFY 2016 CLG funding for the project entitled the "Cumberland Survey Project," in an amount not to exceed Seventeen Thousand Dollars ($17,000).

_____

Mayor Brian K. Grim

Budget: Community Development (001.080.56000)

Funding:
CLG - $17,000
City cash match - $2,500

MARYLAND DEPARTMENT OF
PLANNING
MARYLAND HISTORICAL TRUST

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Wendi W. Peters, Secretary
Ewing McDowell, Deputy Secretary

August 15, 2016

Ms. Kathy McKenney
Department of Community Development
57 North Liberty Street
Cumberland, MD 21502

RE: FFY 2016 Certified Local Government Subgrant Contract
"Cumberland Survey Project"

Dear Ms. McKenney:

Enclosed for your review is the Grant Agreement between Mayor and City Council of Cumberland and the Maryland Historical Trust, detailing the terms and conditions under which federal Historic Preservation Fund monies will be made available for the City's federal FY 2016 CLG grant agreement for the *"Cumberland Survey Project"* project. If you or your legal counsel have any problems with the agreement or need clarification of the agreement language, please contact me by phone at 410-514-7625 or by e-mail at nell.ziehl@maryland.gov so that any necessary changes to this document can be made.

Please note that one complete original agreement and one (1) extra set of original signature pages are enclosed for your authorized official to sign and have witnessed. One copy of Attachment A must also be completed, signed and dated. If the agreement meets with the City's approval, **please have it signed, dated, and witnessed where appropriate and return the original, with all signature pages and attachments to me as soon as possible.** Upon signature by our attorney and the Secretary of the Department of Planning's designee, a copy of the fully executed Grant Agreement will be returned to you.

Sincerely,

Nell Ziehl
Chief, Office of Planning, Education
and Outreach

Enclosures

cc: Suzanne Mbollo, MHT

CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

This grant agreement (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 1.b below), by and between **Mayor and City Council of Cumberland,** MARYLAND, (hereinafter referred to as the "**Grantee**") and the STATE OF MARYLAND acting by and through the MARYLAND HISTORICAL TRUST (hereinafter referred to as the "**MHT**") of the MARYLAND DEPARTMENT OF PLANNING (hereinafter referred to as the "**MDP**").

RECITALS

A. The Certified Local Government (CLG) Program (the "**Program**") established pursuant to The National Historic Preservation Act of 1966, as amended, and set forth at 36 CFR Part 61 (the "**Federal Regulations**"), enables the National Park Service of the United States Department of the Interior ("**NPS**") to allocate funds (the "**CLG Funds**") to State Historic Preservation Officers (the "**SHPO**") to make sub-grants to designated CLG jurisdictions or other appropriate entities to carry out eligible historic preservation activities.

B. Pursuant to State Finance & Procurement Article §5A-318, Maryland Code Annotated (the "**Act**"), MHT is authorized to accept and disperse the federal CLG Funds for the purposes of the Program.

C. Pursuant to a grant application dated 4/29/2016, the Grantee has applied to MHT for a CLG Funds for the project described herein (the "**Grant Application**"); and

D. In reliance upon the information contained in the Grant Application, MHT has determined that the project is consistent with the provisions of the Program and the Federal Regulations, and has approved an award of CLG Funds for the project on the terms and conditions set forth herein.

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

1. **Grant Purpose; Project Terms.**

   a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with CLG Funds in an amount not to exceed $17,000.00 (the "**Grant**"). The Grantee shall use the Grant to carry out the historic preservation services or activities (the "**Project**"), as further described in the item labeled "**Scope of Work**," attached hereto and incorporated herein as Attachment C (the "**Project Notification**"). Grantee shall use the Grant only for the activities authorized in the Scope of Work, and shall operate the Project in accordance with the Federal Regulations, the Act, the NPS Historic Preservation Fund Grants Manual, June 2007 Release, chapter numbers 9(K), 12-14, 17 and 24, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf (the "**HPF Grants Manual**"), the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation" available online at

http://www.nps.gov/history/local-law/arch_stnds_0.htm, and the terms and conditions of this Agreement.

b. Agreement Term. The Agreement Term shall commence as of the date this Agreement is executed by MHT (the "**Effective Date**"), and shall terminate on the later of (i) July 31, 2017 (the "**Termination Date**"). Notwithstanding the foregoing, Grantee's obligations to submit a satisfactory Final Report and final Request for Disbursement shall survive termination of this Agreement. Upon written request from the Grantee, MHT may extend the Termination Date up to sixty (60) days, at the discretion of MHT. MHT will notify the Grantee of approval of such request for extension in writing. No extensions may be requested after the Project Completion Date.

c. Project Timetable. Grantee may commence Project work prior to the Effective Date as of June 1, 2016 (the "**Project Commencement Date**"), and shall complete the Project by June 30, 2017 (the "**Project Completion Date**").

2. Nonfederal Funds; Grantee's Contribution.

a. Grantee shall provide a contribution in cash to the Project, which must be satisfactory to MHT, if so indicated in Attachment C ("**Grantee's Contribution**"). Grantee's Contribution may include funds derived from other public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. Grantee's Contribution shall be used to pay for the Project expenses, as further described in the item labeled "**Project Budget**" in Attachment C.

3. Expenditure of Grant Proceeds.

a. All Grant funds shall be expended on or before June 30, 2017.

b. The Grantee may receive reimbursement for costs incurred from June 1, 2016 – June 30, 2017, and billed and submitted to MHT for reimbursement by July 31, 2017. Project expenses incurred or submitted to MHT before or after these dates shall not be eligible for reimbursement from Grant proceeds.

c. Grantee shall expend the Grant in accordance with the Project Budget.

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

e. Any changes to the Project Budget, the Scope of Work, any dates set forth the Agreement, or any other term of this Agreement, are subject to the prior written consent of MHT, and NPS when required.

4. Grant Disbursements; Conditions.

a. Subject to the availability of federal funds, MHT shall disburse the Grant to Grantee as the Project progresses, based upon Grantee's submission of requests for disbursement ("**Request for Disbursement**") through MHT's online grants software system. Requests for Disbursements may be submitted with the quarterly progress reports or the Final Report, as described in Section 5 below. All Requests for Disbursement shall be satisfactory to MHT, and shall identify all costs incurred for which the disbursement is being sought.

i. The Request for Disbursement shall identify all costs incurred for which the disbursement is being sought, and shall have attached copies of the appropriate source documentation. Grantee shall provide such additional supporting documentation as may be requested by MHT. Disbursements will be made on a reimbursement basis for costs related to work that has been satisfactorily completed by the Grantee.

ii. Grantee shall provide additional supporting documentation as MHT may require from time to time.

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

i. The Grantee shall perform all services, and furnish all necessary personnel, equipment, materials, and supplies at its own expense initially. The Grantee may receive reimbursement to the extent of the eligible costs of performance incurred by the Grantee, but in no event may reimbursement be made by MHT that exceeds the maximum amount of the Grant.

ii. Where practicable, a billing/reporting schedule will be established with September 30 as the end of one quarterly billing/reporting period, to coincide with the end of the federal fiscal year. MHT may request the Grantee to accrue or estimate the expenditures for this particular period prior to submission of its bill in order to meet Federal reporting requirements.

c. Costs eligible for reimbursement shall be determined in accordance with:

i. The approved Project Budget for this Project; and

ii. the regulations governing the National Park Service Historic Preservation Grants-in-Aid Program as described more fully in "Subgrantee Responsibilities for Grants Management and Financial Reporting", which document is incorporated by reference into this Agreement and will be provided to Grantee at the initial meeting referred to in Section 7.c below.

d. The Grantee may not enter into a subcontract for any Project activities or services without first having (i) complied with Section 10 below, and (ii) forwarded to MHT evidence of compliance with Federal competitive procurement requirements, if applicable. The Federal competitive procurement requirements are detailed in Chapter 17 of the Historic Preservation Fund Manual (http://www.nps.gov/preservation-grants/HPF_Manual.pdf) and are hereby incorporated by reference into this Agreement.

e. The final disbursement of the Grant shall be made upon MHT's receipt and acceptance of the following:

i. The Final Report, as set forth in Section 5 below; and

ii. Receipt and MHT's acceptance of the final Request for Disbursement of the Grant from the Grantee.

f. MHT has the right to withhold disbursements of Grant funds if at any time MHT determines in its sole discretion that:

i. Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT;

ii. Grantee has not expended the full amount of the Grant by the Project Completion Date;

iii. Grantee has failed to supply any material fact in a Request for Disbursement; or

iv. Grantee is otherwise in default under this Agreement.

v. Any costs incurred by the Grantee exceed the total amount of the Grant.

5. Reports.

a. Quarterly Progress Reports.

i. Using MHT's online grants software system, the Grantee shall submit to MHT electronic quarterly progress reports satisfactory to MHT in form and content, which identify work completed, work still in progress and work newly initiated during the report period, and which assess whether time schedules are being met, or other performance goals are being achieved. These reports should compare, from inception to date, actual accomplishments to established goals and actual costs incurred to established budget by cost categories

ii. The Grantee agrees to meet at MHT's request for the purpose of reviewing the Project's progress. Either party may request other meetings from time to time.

iii. Should the Grantee at any time determine that the Project will not comply with the dates set forth in the Project Timetable, or with the Project Budget, the Grantee shall immediately submit a written report requesting an extension, or call for a special meeting with the Project Monitor to determine what actions need to be taken.

b. MHT Review and Approval of Draft of Final Products. At least forty five (45) days prior to the Termination Date, the Grantee shall provide MHT with draft copies of all of the final products to be included with the Final Report required pursuant to Subsection c below to for MHT's review and approval.

c. Final Report. On or before the Termination Date, the Grantee shall electronically submit to MHT the documents and deliverables set forth in the item labeled "Final Report" in Attachment C.

6. Grant Documents.

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

a. This Agreement; and

b. Any other document or instrument that may be required by MHT.

7. General and Special Covenants.

a. The Grantee shall directly supervise the Project. The Grantee shall ensure that a MHT representative is on the selection committee for the review of personnel to be employed on this Project. The MHT representative shall have the option to participate in all interviews.

b. Nell Ziehl, Chief, Office of Planning, Education and Outreach, shall serve as MHT's Project Monitor and Ms. Kathy McKenney shall serve as Grantee's Project Administrator. The Project Monitor and the Project Administrator will be the chief contacts for the parties with respect to all matters pertaining to this Agreement.

c. Following the Effective Date of this Agreement MHT will contact the Grantee to set up an initial meeting between the Project Monitor, the Grantee and other appropriate parties. At the meeting, MHT will provide general assistance and guidance in setting up the Project and clarification of Agreement requirements, so that all products, schedules, services and bills will be mutually anticipated and understood as to content and result.

d. The Grantee shall obtain Project Monitor's prior approval in order to continue with Project work during any continuous period exceeding 1 (one) month without the active direction of

the named Project Administrator, or any persons named and expressly identified as key Project personnel.

e. MHT will make available to the Grantee upon request, all pertinent information it has on file. MHT will also assist the Grantee by making its staff available for consultation and technical advice. Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.

f. Grantee shall comply with all federal requirements governing grants including Office of Management and Budget Circulars A-87 or A-122, A-102, and A-133.

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

h. The Grantee shall pay all taxes required by law.

8. Default and Remedies.

a. A default under this Agreement shall occur if:

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

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

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

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

(v) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT.

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

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

(i) Reduce or withhold payment of Grantee's next requested disbursement;

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

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

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

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

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

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

e. A dispute arising between the parties as to any matter of form, substance or interpretation related to this Agreement (such as payments to the Grantee, time, schedule, or interpretation of contractual provisions) shall be referred to the Project Monitor and Project Administrator for resolution. If the Project Monitor and Project Administrator are unable to agree on a resolution, the Project Administrator may file a written appeal of the dispute to Elizabeth Hughes, the State Historic Preservation Officer, within 30 days following the date of the Project Monitor's decision. The decision of the State Historic Preservation Officer shall be final and binding on the parties.

9. Standards of Work; Repayment. The Project activities and services carried out pursuant to this Agreement shall conform to high professional standards, the terms and conditions of this Agreement and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation". Final services or products which do not conform to the above will be deemed unacceptable and no further Requests for Disbursement for costs associated with the product will be paid by MHT. Additionally, MHT has the right to demand immediate repayment of all or any portion of the Grant it has previously disbursed for services or products that have been deemed unacceptable by MHT pursuant to the guidelines listed above.

10. Subcontracting. The Grantee may not enter into a subcontract for any of the Project activities or services without MHT's prior written approval. Any subcontract approved by MHT shall contain such conditions and provisions as MHT deems necessary, in its discretion, to protect the interest of MHT. Prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment, and services, which are both necessary for and merely incidental to the performance of the Project required under this Agreement. No provision of this Section and no approval by MHT of any subcontract shall have the effect of binding MHT for any amount above the total maximum amount of the Grant, and MHT shall not be responsible for fulfillment of the Grantee's obligations to any of its subcontractors.

This Section does not prohibit the Grantee from employing on a per diem or permanent basis, qualified personnel to assist in the performance of this Agreement, nor does it prohibit contracts between the Grantee and other parties for the preparation, production, and printing of publications, maps, and other documents.

11. **Records.**

a. Grantee and any Grantees or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHT of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHT's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHT upon request.

b. Books, accounts, and records of Grantees and subcontractors of Grantees shall be maintained and made available to MHT or MHT's representative(s) for inspection for up to three (3) years after the Termination Date. The Grantee shall maintain records and documents relating to the performance of the Agreement and keep all such records and documents for three (3) years after final payment by MHT under this Agreement, and shall make such records available for inspection and audit by authorized state and federal representatives at all reasonable times.

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

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

12. **Audits.**

a. The Grantee shall obtain the services of an Independent Certified Public Accountant to perform a Single Audit of the Grantee in accordance with the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 as promulgated in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. (A copy of OMB Circular A-133 is attached hereto and incorporated herein to this Agreement as Attachment D) The audit shall cover the entire operations of the Grantee and shall comply with Government Auditing Standards issued by the Comptroller General of the United States. The audit is due to MHT no later than nine (9) months after the end of the Grantee's fiscal year.

b. Grantees who are individuals or commercial entities, or Grantees who have not and do not anticipate expending federal funds from any other granting authority and whose total federal fund expenditures do not exceed $750,000 per annum are exempt from the requirements of the above cited Circular. However, these Grantees must submit copies of any regularly scheduled financial audits, if available, or if no financial audits have been conducted, then copies of compiled financial statements or expenditure reports as prepared

by the Grantee's fiscal officer. These compiled financial reports must be certified by the Grantee's chief executive officer as to whether expenditures relating to this Agreement were accurately recorded and reported, conformed to the terms of this Agreement, were net of credit and, if applicable, were subject to competitive purchase procedures.

c. Each Grantee is to submit a copy of any audit performed under the Single Audit Act to:

Maryland Historical Trust
100 Community Place
Crownsville, MD 20132
ATTN: Grants Manager

d. Grantees who fail to submit required audited or compiled financial reports, as appropriate, may be subject to MHT's internal policy whereas recipients of Federal pass-through funds ("subgrantees") who do not respond timely or completely to requests for Single Audit information may have future grant payments frozen until the necessary response is received.

e. If, following any audit of funds referred to in this Section, the MHT or the federal government disallows a claim for costs made by the Grantee for which claim the Grantee has received payment under this Agreement, then the Grantee shall reimburse MHT for the amount of the disallowed claim.

13. **Publication Requirements.**

a. Acknowledgement of Support. Subject to the provisions of this Section and other pertinent provisions of the Agreement, it is understood and agreed that the Grantee has the right to publish and distribute information regarding and developed from the project. An acknowledgement of support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation grant funds from the National Park Service made available by MHT. This acknowledgement shall read as follows:

"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior, made available through the Maryland Historical Trust, an entity within the Maryland Department of Planning. However, the contents and opinions do not necessarily reflect the views or policies of these agencies."

Should trade names or commercial products be cited by text or photograph, the following disclaimer must be added to the Acknowledgement of Support:

"nor does the mention of trade names or commercial products constitute endorsement or recommendation by these agencies."

b. Non-Discrimination Statement. All publications produced under this Agreement must include a statement of the non-discrimination policy of the National Park Service. This statement shall read as follows:

> "This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W. Washington, D.C. 20240-0001."

14. **Lobbying.** The Grantee warrants that no part of the funds made available by this Agreement shall be used to influence a Member of Congress or legislation pending before Congress pursuant to the provisions of 18 USC 1913, which states:

> "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

15. **Grantee's Certifications.** By executing the Agreement, Grantee certifies to MHT that:

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

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

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

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

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

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

g. Grantee shall comply with the supplemental provisions set forth in Attachment E attached hereto and incorporated herein to this Agreement.

16. **Nondiscrimination Provisions; Equal Opportunity Compliance.**

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

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

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

b. Grantee shall comply with the requirements and provisions of the U.S. Department of Interior Assurance of Compliance, attached hereto and incorporated herein to this Agreement as Attachment B.

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

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

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

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

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

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

17. **Equal Employment Opportunity.** The Grantee agrees that the following provision shall be included in all subcontracts and shall be posted by the Grantee and all subcontractors in conspicuous places available to employees and applicants for employment:

> "There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

18. **Notices.** All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be delivered either in writing, or submitted electronically through MHT's grants management software system, as directed by MHT. Any written communication delivered by U.S mail shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a. Communications to MHT by mail shall be sent to the Project Monitor or such other person as may be designated by MHT:

Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Nell Ziehl

b. Communications to Grantee shall be mailed to:

Ms. Kathy McKenney
Department of Community Development
57 North Liberty Street
Cumberland, MD 21502

19. **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 MHT to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

20. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all communications between the parties, whether written or oral, prior to its execution. No amendment of this Agreement shall be binding upon the parties or either of them unless it is in writing, is approved by the Project Monitor and Project Administrator and is duly executed by each party.

21. **Assignment.** This Agreement may not be assigned without MHT's prior written approval.

22. **Assignment of Claims.** The Grantee may not make an assignment of claims arising under this Agreement without obtaining the prior written consent of MHT. In the event such an assignment is authorized, the Grantee, not the assignee, shall prepare and submit invoices. Where such an assignment has been made, the original invoice is to be mailed directly to the assignee.

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

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

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

26. **Costs.** The Grantee shall bear all costs incident to the Grant including without limitation Grantee's reasonable attorneys' fees, if any.

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

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

29. **Voluntary Termination**. MHT and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of voluntary

termination by MHT, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHT any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WITNESS

_____
Signature

_____
Typed Name and Title

Approved for form and legal sufficiency

_____
Typed Name and Title

MAYOR AND CITY COUNCIL OF CUMBERLAND

BY: _____
Name: _____
Title: _____

WITNESS

_____
Signature

_____
Typed Name and Title

MARYLAND DEPARTMENT OF PLANNING

BY: _____
Robert S. McCord, Assistant Secretary of Operations

_____
Date of Execution (Effective Date)

WITNESS

_____
Signature

_____
Typed Name and Title

ACKNOWLEDGED BY
MARYLAND HISTORICAL TRUST

BY: _____
Elizabeth Hughes, Director, MHT
and State Historic Preservation Officer

Approved for form and legal sufficiency

_____
Assistant Attorney General

Attachments

Attachment A – U.S. Department of Interior Assurance of Compliance
Attachment B - OMB Circular A-133
Attachment C - Project Notification
Attachment D - Supplemental Provisions/ other documents dependent on scope of work

ATTACHMENT A

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

Mayor and City of Cumberland (hereinafter called "**Grantee**"), having its principal address at 57 North Liberty Street, Cumberland, MD 21502,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

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

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

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

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

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

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

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

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHT shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over $200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792)., (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

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

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

WITNESS:

_____
(Signature)

GRANTEE:_____

By:_____

Name:_____

Title:_____

ATTACHMENT B

OMB CIRCULAR A-133
(Copy Attached)

ATTACHMENT C

PROJECT NOTIFICATION

TITLE: Cumberland Survey Project

GRANT NUMBER: P16AF00024
CFDA NUMBER: 15.904

AREA AFFECTED BY PROJECT: Allegany

TOTAL PROJECT COST: $19,500.00
FEDERAL SHARE: $17,000.00
NONFEDERAL SHARE: $2,500.00

CONGRESSIONAL DISTRICT: 6

TYPE: NEW [X] REVISION [ ]

1. GRANTEE/ FEDERAL SUBGRANTEE:

Name: Mayor and City Council of Cumberland
Address: Department of Community Development
57 North Liberty Street, Cumberland, MD 21502
Contact Person: Ms. Kathy McKenney

2. PROJECT BUDGET:

Expense Item (Description)	Grant Funds	Grantee Cash Match	Total Project Cost
Consultant - MIHP Updates	$12,000.00	$2,500.00	$14,500.00
Consultant - Jane Gates House MIHP	$5,000.00		$5,000.00
TOTALS	**$17,000.00**	**$2,500.00**	**$19,500.00**

3. GRANT PURPOSE/SCOPE OF WORK:

Grantee will engage a qualified Contractor to produce an individual Maryland Inventory of Historic Properties (MIHP) form for the Jane Gates House and to produce a minimum of three MIHP survey district forms for the City of Cumberland. A final survey report, which outlines the project methodology, recommendations, and results, is also required.

4. SPECIAL CONDITIONS

a. The project shall be undertaken in conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and the *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (http://mht.maryland.gov/documents/PDF/research/Survey_standards_architecture_web.pdf). These standards and guidelines shall be incorporated into research design, field investigation, and preparation of the final survey report. All digital products shall be produced in conformance with the *Standards for Submission of Digital Images to the Maryland Inventory of Historic Properties* (http://mht.maryland.gov/documents/pdf/research/Digital-Photos-Standards.pdf).

b. The Contractor shall be appropriately qualified in conformance with the Secretary of Interior's *Professional Qualification Standards* in History, Architectural History, Architecture, or Historic Architecture (36 CFR Part 61). Grantee shall coordinate procurement of the Contractor with MHT's Administrator of Research and Survey, including, but not limited to, providing to said Administrator for review and approval (1) a draft Request for Proposals (RFP) to procure the Contractor prior to finalization and publication of the RFP and (2) qualifications of the preferred Contractor candidate prior to final selection.

c. In consultation with MHT's Administrator of Research & Survey, Contractor shall prepare a research design in accordance with Chapter III of the *Standards and Guidelines for Architectural and Historical Investigations in Maryland.* The research design will include: a definition of the objectives and methodology for the project; identification of the survey areas; description of expected results; and a preliminary plan for evaluating and registering resources identified through the Project. The research design will also include a review of existing bibliographic, photographic, and documentary material relevant to the Project. The research design will be delivered as part of the final survey report.

d. In accordance with priorities established for the research design in consultation with MHT's Administrator of Research & Survey, Contractor will conduct a field survey to add sites to the MIHP or to update and expand existing site documentation based on evaluation standards and criteria established for the Project by MHT. Sites will be surveyed according to their level of significance as determined by the research design and specific amounts of data will be keyed to each site's level of significance and importance.

e. The Contractor shall provide to MHT MIHP inventory forms prepared in accordance with Chapter IV of the *Standards and Guidelines for Architectural and Historical Investigations in Maryland*, and each form will include, as supporting documentation, a capsule summary, current photographs, and two copies of a USGS map showing the location of the property or district.

f. For individual MIHP inventory forms, a chain of title is required. For survey district MIHP inventory forms, the Contractor shall identify and define the boundary, prepare a chart listing all contributing and non-contributing structures, and select representative buildings to highlight in greater detail in Section 7 of the form. Each survey district form shall also include a statement of significance and historic context in Section 8 of the form.

g. The Contractor shall provide to MHT a digital copy of all draft MIHP forms for review according to the scheduled agreed upon at the initial organizational meeting between the Contractor and MHT.

h. The Contractor shall utilize digital photography and submit prints thereof to MHT. Digital images and prints must meet the exact requirements of MHT's *Standards for Submission of Digital Images to the Maryland Inventory of Historic Properties*. Digital images must be saved on a CD in both TIFF and jpeg formats. Prints processed by commercial processors do not in most instances meet the standards. Photographs (5"x7") must be placed in side-loading archival print holders.

i. The Contractor's final survey report shall contain the following:
i. Research design;
ii. Brief discussion on methodology utilized;
iii. Discussion of area of coverage for survey;
iv. List of sites/districts considered potentially eligible for listing in the National Register of Historic Places;
v. Location of final products;
vii. Recommendations for additional work; and
viii. Evaluation of effectiveness of Project.

5. **BEGINNING/ENDING DATES/PROJECT TIMETABLE:**

From: 6/1/2016
To: 6/30/2017

6. An Environmental Certification indicating the applicable categorical exclusions is attached.

7. No program income will be generated.

8. **QUARTERLY/FINAL REPORTS:**

a. Grantee shall electronically submit reports and materials on or before the following dates:

Scheduled Date	Type
9/30/2016	Progress Report
12/31/2016	Progress Report
3/31/2017	Progress Report
5/15/2017	Final Date for Submission of Draft Materials
7/31/2017	Final Report

b. Progress Reports may include Requests for Disbursement for costs incurred.

c. The Final Report submitted on or before July 31, 2016 will include the following:
i. Completed Final Report form;
ii. Completed final Request for Disbursement; and
iii. Project Deliverables, as described below.

9. **PROJECT DELIVERABLES:**

a. Digital copies of Maryland Inventory of Historic Properties forms for the Jane Gates House and the survey districts with all supporting documentation, submitted on a CD;

b. Three (3) hard copies of each MIHP form (both individual and survey districts), including all photographs, capsule summaries, and USGS maps, completed as part of project; and

c. Two (2) hard copies and one PDF copy of the final survey report, submitted on a CD, and one copy, including photos, uploaded to the GIFTS system as part of the final project report.

9. **CERTIFICATION:** As the duly authorized representative, I certify that this subgrant will be administered, and work will be performed under the supervision of a professional meeting appropriate 36 CFR 61 requirements, in accordance with the Historic Preservation Fund Grants Manual June 2007 Release, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf, and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit imposed by Chapter 13, Section B. 34.e. of NPS-49. These costs have been assessed by knowledgeable SHPO staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product to be achieved with grant assistance.

Elizabeth Hughes, Director, Maryland Historical Trust/
State Historic Preservation Officer

Date

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project, Cumberland Survey Project meets the criteria for categorical exclusion under 516 DM 6. (You must indicate the appropriate categorical exclusion from those listed in Section A.4 of Chapter 11 of the Historic Preservation Fund Grants Manual.)

Applicable Categorical Exclusion A.4.a(6)

MARYLAND HISTORICAL TRUST
Grantee or Applicant

BY: _____ _____
Elizabeth Hughes — Date
Director / State Historic Preservation Officer

I Concur:

(NOTE: Under the State of Maryland's current Reduced Review Status, Concurrence by the National Park Service is not required for projects awarded $25,000 or less.)

_____ _____
Grant Awarding Official — Date
National Park Service

ATTACHMENT D

SUPPLEMENTAL PROVISIONS

1. NON-HIRING OF EMPLOYEES:

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

2. CONTINGENT FEE PROHIBITION:

For breach or violation of the warranty against contingent fees set forth in this Agreement, MHT shall have the right to terminate this Agreement without liability for, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. DELAYS; FORCE MAJEURE:

The Grantee agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions may be granted for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the subcontractors or suppliers.

4. SUSPENSION OF WORK:

The Project Monitor unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for such period of time as she may determine to be appropriate for the convenience of the State.

5. RESPONSIBILITY OF GRANTEE:

A. The Grantee shall perform the services with that standard of care skill, and diligence normally provided by a grantee in the performance of services similar to the services hereunder

B. Notwithstanding any review, approval, acceptance or payment for the services by MHT, the Grantee shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Grantee under this Agreement.

C. If the Grantee fails to perform the services, or any part of the services, in conformance with the standard set forth in paragraph 5A above, and such failure is made known to the Grantee within two (2) years after expiration of this Agreement, it shall, if required by MHT, perform at its own expense and without additional cost to MHT, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Grantee's failure. This obligation is in addition to and not in substitution for any other remedy available to MHT under the Agreement, or otherwise available by law.

6. DISSEMINATION OF INFORMATION:

A. During the term of this Agreement, the Grantee shall not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of MHT.

B. The Grantee shall indemnify and hold harmless the State, MDP, and MHT, their officers, agents and employees, from all liability which may be incurred by reason of distribution or circulation, data, documents, or materials pertaining in any way to this Agreement by the Grantee, its agents or employees.

7. OWNERSHIP OF DOCUMENTS AND MATERIALS:

A. All work done under this Agreement shall be considered "work made for hire". The Grantee agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Grantee under the terms of this Agreement shall at any time during the performance of the services be made available to MHT upon request by MHT and shall become and remain the exclusive property of MHT upon termination or completion of the services. MHT shall be the owner, for the purposes of copyright, patent, or trademark registration.

B. If the Grantee obtains or uses for purposes of this Agreement, or subcontracts for, any design, device, material, or process covered by letters of patent or copyright, it shall provide an assignment to MHT of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process by a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MHT.

The Grantee shall indemnify and save harmless the State, MDP and MHT from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless the State, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent, trademark or copyright infringement, or for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

8. CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATIONS:

Corporations are required to execute a Certification of Corporation Registration and Tax Payment. Each invoice submitted hereunder must indicate a Federal tax identification number or a Social Security Number.

9. COMPLIANCE WITH LAWS:

The Grantee hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as from time to time hereafter, may be necessary to remain so qualified;

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

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and

D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

10. BANKRUPTCY:

Upon the filing for any bankruptcy proceeding by or against the Grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Grantee must notify MHT immediately. Upon learning of the actions herein identified, MHT reserves the right at its sole discretion either to cancel the Agreement or to affirm the Agreement and hold the Grantee responsible for damages. The exercise of this right is in addition to any other rights MHT may have as provided in this Agreement or by law.

11. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

A. Subject to paragraph (B) below, the Grantee releases the State, MDP and MHT from, agrees that they shall not have any liability for, and agrees to protect, indemnify, and save harmless them from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against, them, as a result of or in connection with the Grantee's performance of the services under this Agreement. All money expended by MHT as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, shall constitute an indebtedness of the Grantee.

B. Any indemnification provided under this Agreement may be enforced only if permitted by law and only to the extent the Mayor and City Council of Cumberland appropriates funds for such indemnification, and is subject to 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.), (together the "Local Government Indemnification Statutes"), all as amended from time to time.

12. FINANCIAL DISCLOSURE:

The Grantee shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

13. POLITICAL CONTRIBUTION DISCLOSURE:

The Grantee shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State, during a calendar year under which the person receives in the aggregate of $10,000 or more, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate for elective office in any primary or general election.

Regular Council Agenda
September 6, 2016

Description

Order approving the Sole Source purchase of a 2016 Chevrolet 2500 HD Extended Cab truck from Billy Bender Chevrolet for the not to exceed price of $38,285.00

Approval, Acceptance / Recommendation

This sole source purchase for a 2016 Chevrolet 2500 HD Extended Cab truck replaces a vehicle that was totaled.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

002.220.640

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** September 06, 2016

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

THAT, the Sole Source purchase of a 2016 Chevrolet 2500 HD Extended Cab Truck from Billy Bender Chevrolet, 10355 Mt. Savage Road, NW, Cumberland, MD, 21502, in an amount not to exceed Thirty-eight Thousand, Two Hundred Eighty-five Dollars and No Cents ($38,285.00) be and is hereby approved.

_____

Mayor Brian K. Grim

Budget: 002.220.640

BILLY Bender
CHEVROLET
10355 Mt Savage Rd NW
Cumberland, MD 21502
Phone: (301) 777-5115 Fax: (301) 777-5120

August 24, 2016

Bob,

I can supply a brand new 2016 Chevrolet 2500 HD Ext Cab to replace the truck with water damage. I can also get GM to pay for the transfer of the bed and the steps. It is white in color to match the old truck.

The MSRP is $40,785. Your price is $38,285 which includes the transfer of the tool body and steps.

Thank you for the opportunity to help you with all your transportation needs.

William S. Bender, Pres.
Billy Bender Chevrolet, Inc.

Regular Council Agenda
September 6, 2016

Description

Order approving the recommendation of the Cumberland Economic Development Corporation (CEDC) to award Community Legacy Upper Story Redevelopment Forgivable Loan Funds to projects at 66-72 Pershing Street in the amount of $70,000 and 108-114 Harrison Street in the amount of $30,000

Approval, Acceptance / Recommendation

See attached recommendation from the Cumberland Economic Development Corporation (CEDC). The CEDC was appointed by the Mayor and Council to handle project administration for the Upper Story Redevelopment Program on March 1, 2016.

☐ Budgeted

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

Value of Award (if applicable)

$100,000

Source of Funding (if applicable)

Community Legacy Funding

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** August 16, 2016

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

THAT, the recommendation of the Cumberland Economic Development Corporation (CEDC) to award $100,000 in Upper Story Redevelopment Forgivable Loan Program allocations in the following manner be and is hereby approved:

Property Address	Award Funds
66-72 Pershing Street	$70,000.00
108-114 Harrison Street	$30,000.00

_____

Mayor Brian K. Grim

Funding: Community Legacy Funding

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING

FROM: MATT MILLER

SUBJECT: UPPER STORY REDEVELOPMENT PROGRAM STAFF RECOMMENDATION

DATE: 8/30/2016

CC: JENNIFER LIGHT

On June 2, 2016, the Cumberland Economic Development Corporation and Department of Community Development, working with the Downtown Development Commission received a total of 5 applications for the Upper Story Redevelopment Forgivable Loan Program, a program funded by the State of Maryland's Community Legacy program. The applications received were from 2 Howard Street, 107 Baltimore Street, 56-58 North Centre Street, 108-114 Harrison Street and 66-72 Pershing Street. A total of $100,000 was received by the City from the State of Maryland to fund this program. The funds are structured as a five year forgivable loan, reducing 20% each year until it fades away after the fifth complete year. As long as the owner does not default on the terms or sell the property within that time frame, these funds will not be required to be repaid.

Eligible projects were required to be located within Cumberland's Central Business District. Staff held an informational meeting on April 11th to explain the program to all interested persons. As with past project years, the application placed an ambitious timeline, as well as a high level of documentation in order to ensure that the projects would have had a proper level of pre-planning and could be completed within the deadlines identified in the City's Community Legacy award agreement with the State of Maryland. At the meeting, applicants were educated about and encouraged to participate in other potential funding/incentive programs, including the historic tax incentive programs (local, state, and federal).

Following receipt of the completed applications on June 2, 2016, the review committee began to evaluate each application. In addition to me, the review committee consisted of Kathy McKenney of the Department of Community Development and Nathan Price of the Downtown Development Commission. Dave Cox, Jennifer Light and Shannon Adams were also invited to be on the committee but due to other non-related conflicts, had to excuse themselves from involvement.

At this time, and after much review, discussion and vetting of all applications, the review committee has recommended the allocation $70,000 to 66-72 Pershing Street and $30,000 to 108-114 Harrison Street.

Regular Council Agenda
September 6, 2016

Description
Order declaring City-owned property in the vicinity of I-68 and Welton Drive to be surplus and authorizing its transfer to Sean McCagh and Gary Blake for the amount of zero dollars

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: ___ September 6, 2016__**

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

WHEREAS, the record owner of a certain parcel of real property in the vicinity of I68 and Welton Drive (which is more particularly described below and is hereinafter referred to as the "Property") is unknown:

ALL that lot and parcel of land located in the City of Cumberland and lying within the abutting parcels hereinafter identified by parcel designation and current ownership: a) on the West side by parcel 98G Tax Map 102 of the City of Cumberland owned by Carla L. Leedy; parcel 100G Tax Map 102 of the City of Cumberland owned by Sean McCagh and Gary Blake; parcel 85G Tax Map 102 of the City of Cumberland owned by Andre N. and Anna M. Campbell; parcel 93G Tax Map 102 of the City of Cumberland owned by Kenneth Lee and Linda F. Blizzard; parcel 91G Tax Map 102 of the City of Cumberland owned by Terry L. Pettie; parcel 90G Tax Map 102 of the City of Cumberland owned by Donald L. Hedrick; parcel 88G Tax Map 102 of the City of Cumberland owned by Michael E. and Carole D. Davis; parcel 86G Tax Map 102 of the City of Cumberland owned by Michael E. and Carole D. Davis; parcel 95G Tax Map 102 of the City of Cumberland owned by Harry A. and Pamela Sue Detrick; parcel 84G Tax Map 102 of the City of Cumberland owned by Terry Joseph and Jana Marie Powell and parcel 92G Tax Map 102 of the City of Cumberland owned by James R. Houdershell. b) on the North side by parcel 83 Tax Map 101 of the City of Cumberland owned by the Estate of Charles Smith; parcel 81 Tax Map 101 of the City of Cumberland owned by Donna F. Summers and parcel 343 Tax Map 15 of the City of Cumberland owned by Gary Curtis Blake and Susan McIntyre. c) on the East side by parcel 299 Tax Map 26 of Allegany County owned by Sean Leo McCagh and Gary Curtis Blake. d) on the South side by parcel 7015 1 Tax Map 102 of the City of Cumberland owned by Shades Lane Development II LLC and parcel 7015 4 Tax Map 102 of the City of Cumberland owned by Willowbrook Holdings LLC.

WHEREAS, the City does not have possession of the Property and does not claim an ownership interest in it;

WHEREAS, Sean McCagh and Gary Blake own parcels which abut the Property and have requested that the Mayor and City Council of Cumberland and others quitclaim the Property to them to enable them to acquire title to it; and

WHEREAS, the Mayor and City Council of Cumberland have determined that the Property is of no value to the City of Cumberland.

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The Property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland.

2. **BE IT FURTHER ORDERED**, that the Mayor and City Council of Cumberland intend to convey to Sean McCagh and Gary Blake, of Allegany County, Maryland, all interest in the Property existing in any manner; and

3. **BE IT FURTHER ORDERED**, that after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Property, formal transfer of the Property to Sean McCagh and Gary Blake may proceed.

_____

Mayor Brian K. Grim

DEED ONLY - NO TITLE EXAMINATION

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of September, 2016, from the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, Grantor, to **SEAN McCAGH** and **GARY BLAKE**, of Allegany County, Maryland, Grantees.

W I T N E S S E T H :

The Grantor, for and in consideration of the sum of zero dollars ($0) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant, bargain and sell, release, convey and confirm unto the Grantees, their personal representatives, heirs and assigns, all of the Grantor's right, title, interest and estate in

ALL that lot and parcel of land located in the City of Cumberland and lying within the abutting parcels hereinafter identified by parcel designation and current ownership: a) on the West side by parcel 98G Tax Map 102 of the City of Cumberland owned by Carla L. Leedy; parcel 100G Tax Map 102 of the City of Cumberland owned by Sean McCagh and Gary Blake; parcel 85G Tax Map 102 of the City of Cumberland owned by Andre N. and Anna M. Campbell; parcel 93G Tax Map 102 of the City of Cumberland owned by Kenneth Lee and Linda F. Blizzard; parcel 91G Tax Map 102 of the City of Cumberland owned by Terry L. Pettie; parcel 90G Tax Map 102 of the City of Cumberland owned by Donald L. Hedrick; parcel 88G Tax Map 102 of the City of Cumberland owned by Michael E. and Carole D. Davis; parcel 86G Tax Map 102 of the City of Cumberland owned by Michael E. and Carole D. Davis; parcel 95G Tax Map 102 of the City of Cumberland owned by Harry A. and Pamela Sue Detrick; parcel 84G Tax Map 102 of the City of Cumberland owned by Terry Joseph and Jana Marie Powell and parcel 92G Tax Map 102 of the City of Cumberland owned by James R. Houdershell. b) on the North side by parcel 83 Tax Map 101 of the City of Cumberland owned by the Estate of Charles Smith; parcel 81 Tax Map 101 of the City of Cumberland owned by Donna F. Summers and parcel 343 Tax Map 15 of the City of Cumberland owned by Gary Curtis Blake and Susan McIntyre. c) on

the East side by parcel 299 Tax Map 26 of Allegany County owned by Sean Leo McCagh and Gary Curtis Blake. d) on the South side by parcel 7015 1 Tax Map 102 of the City of Cumberland owned by Shades Lane Development II LLC and parcel 7015 4 Tax Map 102 of the City of Cumberland owned by Willowbrook Holdings LLC.

It is the intention of this Deed to convey to the Grantees all of Grantor's interest in the areas as aforesaid existing in Grantor in any manner, including, but not limited to, as a result of conveyance, devise, inheritance, use, and/or possession. Grantor makes no representation or warranty as to title to the areas in question.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____

Marjorie A. Woodring, City Clerk

By_____(SEAL)
Brian K. Grim, Mayor

STATE OF MARYLAND
COUNTY OF ALLEGANY, to-wit:

On this the _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Brian K. Grim, the Mayor of the City of Cumberland, who acknowledged herself/himself to be an authorized person on behalf of the Mayor and City Council of Cumberland to execute the within and foregoing instrument for the purposes therein contained by signing the name of the Mayor and City Council of Cumberland, and to further certify that the actual consideration paid for the foregoing conveyance is Zero ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:_____

This document has been prepared by the undersigned Maryland-licensed attorney.

STEPHEN C. WILKINSON, LLC

By:_____

Stephen C. Wilkinson
220 Washington Street
P.O. Box 1379
Cumberland, MD 21502
Phone: 301-722-2515

Regular Council Agenda
September 6, 2016

Description
Order declaring a Moore 431 Check Signer / Imprinter to be surplus equipment and authorizing it for sale or trade-in

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: __September 6, 2016__**

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

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

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

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

1) Moore 431 Check Signer / Imprimter

_____

Brian K. Grim, Mayor

Regular Council Agenda
September 6, 2016

Description

Letter from Matt Miller of the Cumberland Economic Development Corporation requesting permission to use the 1 Frederick Street Garage for the CEDC fundraiser "Rowdy on the Roof," to be held Saturday, September 24, 2016, from 1:00 - 6:00 p.m., and authorizing the CEDC to obtain a temporary liquor license for the event

Approval, Acceptance / Recommendation

The CEDC has discussed the details of the event with the Cumberland Police and Fire Departments and both departments have voiced their support of the event.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ChooseCumberland.org

Built on experience. Building on potential.

August 23, 2016

Hon. Brian K. Grim, Mayor
Nicole Alt-Myers, Councilwoman
Seth D. Bernard, Councilman
David Caporale, Councilman
Richard J. Cioni, Councilman
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Greetings,

I write you on behalf of the Cumberland Economic Development Corporation to ask for your permission to use the parking facility located at 1 Frederick Street for our upcoming event, Rowdy on the Roof. I have met with Captain Greg Leake of the Cumberland Police Department as well as Fire Marshall Shannon Adams to insure feasibility of this event and they both have given me the go ahead with their support to move forward.

On September 24th, 2016, we (the CEDC) will be the host to our first fundraiser, Rowdy on the Roof. This event will consist of local vendors set up on the levels working up the garage with a concert located on the top level. We feel this is a wonderful location due to the scenic value from atop the city and also its location in the middle of the city. The event will be held from 1-6pm and will feature music by local artists Grand Ole Ditch as well as YouTube Bluegrass stars, Steve 'n' Seagulls that will be traveling from Finland to be here. We feel the timeframe and entertainment will not only draw several people in the heart of the Central Business District but also give all of our local businesses the opportunity to prosper from the crowds both prior and after the event.

With your permission to use this venue, you will also be allowing the CEDC to obtain a temporary liquor license for the event. The monitored sales of alcohol will provide us an important source of revenue from the event. We want to create a family atmosphere but feel as though the ability to sell beer on the premises would only keep people longer and generate income. Volunteers will assist in monitoring alcohol sales as well as policing the area for any potential underage consumption or overly intoxicated patrons. Any violators of consumption laws will be immediately discarded from the event and will be handed over to local law enforcement for further punishment if necessary.

The CEDC's main goal with fundraising is to obviously become more financially independent. We feel that events such as Rowdy on the Roof not only help us in doing so, but also further our mission in enhancing local economic development by increasing downtown traffic.

Thank you for your time and please feel free to reach out to me personally with any questions regarding this letter or the event in general

Sincerely,

Matt Miller

Economic Development Specialist

Matt.miller@choosecumberland.org/240.522.6114