



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

CITY CLERK

Marjorie A. Woodring

AGENDA

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

DATE 8/2/2016

***Pledge of Allegiance**

I. ROLL CALL

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.

III. DIRECTOR'S REPORT

(A) Administrative Services

1. Administrative Services monthly report for June, 2016

(B) Public Works

1. Utilities Division monthly report for June, 2016.

IV. APPROVAL OF MINUTES

(A) Administrative / Executive

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

V. NEW BUSINESS

(A) Orders (Consent Agenda)

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

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

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.
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.

(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.
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.
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.s. 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

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VII. ADJOURNMENT



Regular Council Agenda
August 2, 2016

Description

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.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
August 2, 2016

Description

Administrative Services monthly report for June, 2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

July 19, 2016

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for June, 2016

Dear Mayor and City Council Members:

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

Management Information Systems

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

Statistics

184 completed help desk requests
259 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
- Begin VOIP replacement project
- Work with Tyler Technologies/New World Systems on ERP modules
- Renew maintenance on Canon copiers and reject bids for new units
- Assist with folder/sealer issues when processing tax bills
- Assist with PC setup needs at new Economic Development office

Parks and Recreation

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

Pavilion Reservations and usage for the month of June: 38 reservations

New reservation made during the month of June: 11

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

Sunday in the Park Concert series: Four concerts were held at the Park Amphitheater in June. Performing Artists – “Frankfort Middle School Steel Drum Group”, “Jassitis”, “40 West”, and “Much Ado About Nothing” performed by Front & Center Stage.

Approximate attendance: 1,500

Item # 2

Funding for this program is provided by the *City of Cumberland*.

68th Annual Battie Mixon Fishing Rodeo was held on Saturday June 4, 2016

The event is Co-Sponsored by CSX Railroad, Wal-Mart, the City P&R, Oldtown VFW, Oldtown VFD, National Park Service – C&O Canal, Oldtown Lions Club, MD Department of Natural Recourses, and various local businesses and organizations.

Attendance was estimated at 1,500 with 615 children registered for the event.

Approximately 811 fish were caught during the three hour event. 28 trophies were awarded – “Casting for Kids” contest awarded 5 trophies and was Sponsored by the Cooper Family in memory of John W. Cooper IV. Mike Cornachia and the Oldtown Catfish Club organized the event with assistance from The Cumberland Parks & Recreation Department and a large number of volunteers.

The National Marbles Tournament in Wildwood N.J. – , Girls City Champion, Summer Ashton, and Girls runner up, Samira Napper , Boys City championship, Aaron Sands and, Boys runner up, Kobi Wright, represented the City of Cumberland at the 93rd Annual National Marbles Tournament, held June 19-23, 2016 in Wildwood NJ.

The Lions Club (Boys participants) Cumberland Hot Stove Baseball League (Girls participants) and various individual donations are the local sponsors of this event.

Staff visited local schools to promote summer programs: South Penn, Bel Air, John Humbird, West Side, Cresaptown, Northeast and Parkside Elementary Schools.

Baseball/ Softball League play and practices for June:

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

2 Softball tournament (June 11 & 25)

77th Season - Constitution Park Pool –

29 Days of Operation – paid Attendance: 3,732 (1 day closed due to weather)

Admissions using pre purchased swim cards or season passes - 229

1,566 YMCA members and 389 Y camp participants 8 Y Family Center

Other group usage total – 65

2 pool party (56)

The Park Pool is open daily 12 noon to 7:00 p.m. in June & July.

Swimming lessons began on Monday June 12.

13 days of swimming lessons, Monday – Friday 11 – 11:45 a.m. Attendance - 85 446 (Day camp participants also attended swimming lessons)

Constitution Park Day Camp

14 Days of Day Camp – Attendance: 1507

Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Reading & computers, Dance, Breakfast, Lunch, snack, afternoon swimming, Bus transportation (funded by *Department of Social Services*) “Fun Friday Activities”.

Special activities at Day Camp for June: Cooperative *Extension service* provides activities related to nutrition and gardening “growing your own food”. Sessions in Robotics were provided by the UMD Cooperative Extension Service.

Summer Lunch Program The Parks & Recreation Department is the sponsor for the Summer Lunch Program in the Cumberland area. Local sites include Constitution Park Day Camp, and YMCA Riverside summer program, Baltimore Ave YMCA programs, Camp Bright Star, and Jane Frazier Community center.

June meals served – Lunches: 2,418, Snacks: 2,558

June Breakfast Served at Day Camp Provided by the Summer Lunch Box Program - 333

Movies under the Stars – at the Constitution Park Pool – Friday June 18, - “Minions”, Attendance: 200, Free swim 7:30 – 8:30 p.m. -Movie began at 9:00 p.m.

Meetings attended:

Day Camp personnel training meetings

Organizational meetings and training for Lunch programs at Constitution Park Day Camp, YMCA – Riverside & Baltimore Ave., Frostburg Recreation Department, Camp Bright Star

Planning meetings for seasonal special events – Pool and other programs

Girl Scout – Nations Capital Council – (Day camp and other partnerships)

Meetings related to Fireworks program

Upcoming:

July 4th Celebration and Fireworks (fireworks back at Constitution Park)

Movie under the stars program continues July 14,

Six weeks of Constitution Park Day Camp remaining for the season

Sunday in the park performances continue

Begin field scheduling for fall sports

Community Development

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

CDBG Activity

- Attended Homeless Bd Meeting.
- Several CDBG personnel meetings.
- T/A Transportation Plan payment (plan due Dec 2016).
- Planned and executed the regular HRC meeting, compile new member orientation packages.
- T/A National Night Out issues/processing invoices.
- Financial report review and evaluation.
- PIP discussion and technical assistance, performed/completed PIP ERR's.
- Reviewed infrastructure invoices and ERR for Decatur H. area.
- Fielded Fair Housing questions from YMCA housing programs.
- Plan and complete documents, checklist and agenda for 1st CDBG pre-sub contract rehab and construction activity meeting in cooperation with Engineering's Kim Root.
- Continue 2016 CDBG activity ERR process.
- Begin CAPER (consolidated annual performance and evaluation report) for CDBG-data entry to IDIS compile questions for community partners and sub recipients.
- Reviewed MAHRA website and sent to HRC with examples for our strategic plan 16-17, membership invoicing .
- Researched and requested HUD assistance with CDBG weatherization assistance tech question regarding citizenship eligibility.
- Review and research regarding the Homesteading projects and MOU.

Community Services Activity

- Performed monthly update to the City webpage re: Community Development, Permits and Housing Code/Rentals.
- Developed a central street file on Google Drive for officers to access property information while in the field. Designed Nuisance Door Hanger.
- Assisted in mailing of FY17 rental licenses.
- Performed monthly updates to the Neighborhood Advisory Commission web and Facebook pages. Prepared minutes, agenda, handouts, promotion, and attended NAC June meeting held in West Side Neighborhood. NAC meets July 25 to plan John Humbird neighborhood meeting. One resignation and two applications for appointee consideration to M&CC received. Prepared NAC promotional material for NNO-Cumberland. Began Facebook promotion to win a blue tooth speaker to promote the NAC and NNO Facebook pages.
- Continue to coordinate National Night Out - Cumberland event for August 2. Work with various organizations to secure event spaces for them, coordinating activities, food, etc with NAC and CPD. Coordinate NNO Kick-Off event to be held August 1 – Free Swim and Movie at Constitution Park with Parks & Rec. Prepared agenda and handouts for NNO planning meeting held June 13. The next planning meeting is to be held on July 21. Proclamation presentation scheduled for July 19 M&CC meeting with photo op and news article promotion to follow. Received donations and prepared statements. Compiled special guest and delegation list for Chief Hinnant for ‘Save the Date’ invitations for NNO – Cumberland. Sent letter of commitment to NATW regarding NNO-Cumberland.
- MMT - Mountain Maryland Trails meeting was held on June 20. Staff serves as a City representative on the MMT board of directors. Oversaw the printing and mailing of a business support letter to businesses for membership to follow up.

Code Enforcement

<u>Nuisance & Junk Vehicle Complaints</u>	<u>Property Maintenance Complaints</u>	<u>Building Code Complaints</u>
Received: 23	Received: 18	Received: 0
Corrected: 07	Corrected: 00	Corrected: 0

<u>Housing Code Complaints</u>	<u>Zoning Complaints</u>
Received: 01	Received: 00
Corrected: 00	Corrected: 00

Permits, Applications, and Licenses

<u>Building Permits</u>	<u>Residential Rental License</u>	<u>Plan Reviews</u>
Received 05	Received: 04	Received: 0
Issued: 02	Issued 04	Issued: 0

<u>Occupancy Permit</u>
Received: 02
Issued: 01

Housing Inspections

Conducted: 23
 Passed: 23

Revenue

Building Permits:\$7,752.00
 Miscellaneous Permits:252.50
 Occupancy Permits:60.00
 Utility Permits:.....00.00
 Reviews, Amendments, and Appeals:300.00
 Rental Licenses:250.00
 Paid Inspections:00.00
Municipal Infractions:00.00
 TOTAL\$8,614.50
 Demolition Permit (Bonds).....\$00.00

Code Enforcement Activity

- Delivered 33 Door Hangers
 - 24 Successes
 - 73 % success rate
- 23 Newly Opened Cases
 - 14 Nuisance
 - 9 Property Maintenance
- Action Plans Received to Resolve Property Maintenance Issues
 - 0
- 9 Citations Issued
 - 2 nuisance
 - 7 Property Maintenance
- 15 Cases Adjudicated to District Court
 - 3 Nuisance
 - 11 Property Maintenance
- 11 Cases Heard in District Court
 - 7 Nuisance
 - 8 Property Maintenance
- 1 Bi-weekly Community Development Coordination meeting were conducted
 - Rental licensing on track and all bill left the office on time
- 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 MIS to development of I pads and hardware placed on order
- 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 (2) demolition was conducted this month – 227 and 229 Cecelia and 3 Altamont Terrace, fire damaged
- Several commercial projects in various stages of development
- Three(3) new single family home under construction at “The Pointe”,
- Sleep Inn continues progressing, completion June

- Sheetz schedule closing early June and demo to begin shortly thereafter for new store 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
- Expansion of South Cumberland Library in the works. Bids due in August
- Roy Rogers under construction
- Entrance canopy under construction for Schwab Cancer Center
- Wendy's remodel received and under review
- McDonalds Industrial Blvd remodel received and under review
- Cumberland Arms remodel nearing completion with solar being the final stage

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Tuesday, June 14, 2016 at 4pm in the City Hall Council Chambers. The meeting was rescheduled from its regular date. One amended review to an existing Certificate of Appropriateness at the train platform at 13 Canal Street took place. The specifications regarding the mural along the platform were provided for the amended review. Two additional COAs were processed administratively for 218 Washington Street and 400 Washington Street.

The were no Section 106 reviews processed in June.

Upper Story Redevelopment program applications were due by June 2nd from property owners interested in receiving gap funding from the 2015 Community Legacy allocation for the program. A total of five applications were received and are currently in the review process. Demand exceeds the amount of available funding. As a result, the applications will be ranked according to the points system that has been established locally for the program.

The FY'17 application round for Community Legacy was announced in early June. The local workgroup met to prioritize projects that were proposed for this year's consideration. The prioritized list and project details were presented by staff at the June 21st meeting of the Mayor and City Council. The project is is as follows:

Upper Story Redevelopment
 Central Business District Facade Program
 Centre Street Parklet Phase 2
 Gordon Roberts House ADA Improvements
 Maryland Avenue Code Compliance Program

A total of \$405,000 is being requested with this year's application. The application is due by July 15th and decisions are expected by the end of the year.

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.

This Historic Planner/Preservation Coordinator joined the Executive Director of Canal Place to update the Chamber of Commerce on the status of the proposed expansion of the

heritage areas boundary. A decision by the Maryland Heritage Areas Authority regarding the expansion is expected on July 7th.

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 June, 2016:

Cash Flow:

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

On June 1, 2016 the City had a cash balance of \$2,611,901. Receipts exceeded disbursements by approximately \$2,489,823 in June leaving the City with a cash balance of \$5,101,724 at June 30, 2016. The increase is primarily associated with the Bond Anticipation Note proceeds discussed below.

As of June 30, 2016, the significant balances were:

Taxes receivable (General Fund)			\$	1,739,825
	May Balance	June Balance	Collections	
FY 2016	\$ 859,957	\$ 800,375	\$	59,582
FY 2015	417,832	403,411		14,421
FY 2014	44,904	41,816		3,088
FY 2013	35,099	34,286		813
FY 2012	36,071	35,409		662
FY 2011	51,509	51,509		-
Prior FY's	294,454	294,454		-
	<u>\$ 1,739,826</u>	<u>\$ 1,661,260</u>	<u>\$</u>	<u>78,566</u>

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

Real property (non-owner occupied)	\$	432,252
Non-Corp Personal Property		6,580
Corporate Personal Property		54,449
Real Property (semiannual payments)		307,094
Real Property (Half Year)		-
	<u>\$</u>	<u>800,375</u>

Accounts Payable: \$ 31,334
(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 below. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

**Cash and Investment Summary
June 2016**

	Cash	Investments
Balance 6/1/2016	\$ 2,611,901	\$ 6,165,576
Add:		
Cash Receipts	7,162,276	3,501,939
Investment Transfer	1,676,664	(1,676,664)
Less:		
Disbursements	6,349,117	
Balance 6/30/2016	\$ 5,101,724	\$ 7,990,851
Restricted	\$ 926,315	\$ 3,112,237

Capital Projects and Associated Debt

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

Restricted Cash

	6/1/2016	Interest	Utilization	6/30/2016
Police Seizures	\$ 218,643	\$ 26,729	\$ 150	\$ 245,222
Bowers Trust	91,395	-	-	91,395
Restricted Lenders	106,341	-	-	106,341
GOB 2008	470,677	39	-	470,716
Other	12,641	-	-	12,641
	\$ 899,697	\$ 26,768	\$ 150	\$ 926,315

Restricted Investments

	6/1/2016	Interest	Utilization	6/30/2016
DDC	\$ 6,597	\$ 2	-	\$ 6,599
GOB 2008	203,652	64	-	203,716
GOB 2013	78,559	1,420,025	-	1,498,584
BAN 2016	-	3,500,000	2,096,662	1,403,338
	\$ 288,808	\$ 4,920,091	\$ 2,096,662	\$ 3,112,237

Available Bond Proceeds

	6/1/2016	Interest	Utilization	6/30/2016
CDA 2014	\$ 2,118,674	-	\$ 64,542	\$ 2,054,132
CDA 2015	\$ 2,883,167	-	\$ 223,432	2,659,735
	\$ 5,001,841	-	\$ 287,974	\$ 4,713,867

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 and should be fully utilized by the end of August 2016.

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs. Ordinance # 3794 authorized the temporary use of up to \$1,746,000 of the unexpended proceeds of the City's the GOB 2013 proceeds to meet temporary cash requirements of the "Maryland Avenue Redevelopment Project" (MARF). \$1.5M was available after the completion of the Memorial Hospital demo project. Through the end of April the City transferred \$1.42M of these funds to the Cumberland Economic Development Corp (CEDC) for the MARF. The \$1.42M was restored to the GOB2013 investments upon receipt of the Bond Anticipation Note in June 2016 (discussed below).

Ordinance #3795 authorizing the issuance of up to \$3.5 million in a Bond Anticipation Note (BAN 2016) for MARF 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.

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 June draws were utilized to fund several capital expenditures including Water Filtration Plant projects, various water lines, Waste Water Treatment Plant digester project and flood door and flood control pumping stations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "JR", with a stylized flourish at the end.

Jeff Rhodes
City Administrator



Regular Council Agenda
August 2, 2016

Description

Utilities Division monthly report for June, 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
MONTHLY REPORTS**

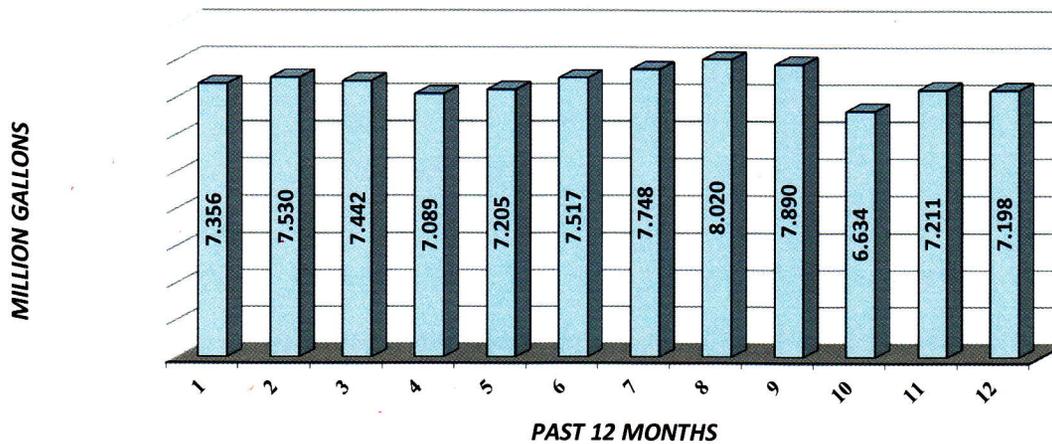
June 2016

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

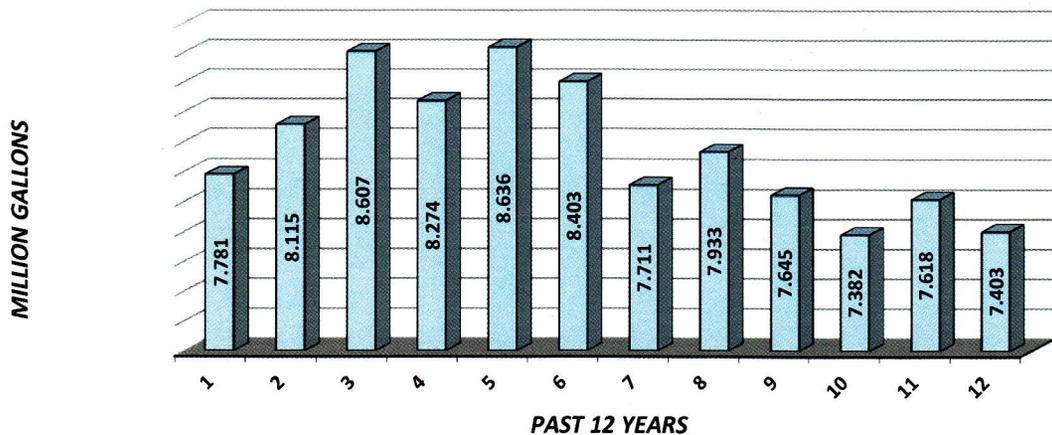
MONTHLY UTILITY REPORT

JUNE 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 ANALYSIS PERFORMED/LAKES AT 100% 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
- > MARYLAND DEPARTMENT OF ENVIRONMENT WILL CONTINUE TO APPROVE TOC VARIANCE
- > SUBMITTED ANNUAL LABORATORY RECERTIFICATION TO STATE OF MARYLAND

Sewer & Flood Monthly Report - June 2016

Sewer

4,600	Ft. Sewer Mains flushed
1	Sewer Main Repaired: Somerville Ave.
3	Sewer lines repaired:
	136 Polk St., 108 Arch St., 643 Bedford St.
24	Catch basins cleaned
602	Ft. Sewer Mains televised
105	Ft. Sewer Lines televised
5	Overflows checked

General Maintenance on equipment

Hydro for Street Dept. - 1 Site

Hydro for Sewer Dept. - 4 Sites

Flood

Test run station pumps
Checked holes
Cleaned pump stations
Mowed 30 acres
Cleaned bull pen, Washington St.
Trim trees at west levee
Cut old pole down from Furlows



Regular Council Agenda
August 2, 2016

Description

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

5:00 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; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss personnel issues and union negotiations pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) and (9) was made by Councilman Caporale, seconded by Councilman Cioni, and was passed on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals
- Section 10-508 (a) (9): To conduct collective bargaining negotiations or consider matter that relate to negotiations

TOPICS: Personnel issues, union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

PRESENT: Brian K. Grim, President; Seth Bernard, David Caporale, and Richard J. "Rock" Cioni

ABSENT: Nicole Alt-Myers, Councilwoman

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

MOTION: Motion to enter into closed session to discuss union negotiations pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (9) was made by Councilman Caporale, seconded by Councilman Cioni, and was passed on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (9): To conduct collective bargaining negotiations or consider matter that relate to negotiations

TOPICS: Union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
August 2, 2016

Description

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

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

----- INVOICE -----

Mayor & City Council Of Cumberland, MD
 57 N Lberty Street; P.O. Box 1702
 City Hall
 Cumberland, MD 21502

Invoice Date 06/23/16
Invoice No. 353424
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*417738

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/16	07/01/16 to 07/01/17	CBIZ Insurance Services, Inc. Policy No. JULY16TOJULY17 *Renewal - Risk Management Fee	32,500.00
		Invoice Number: 353424 Amount Due:	32,500.00
		<i>M Woodley</i> 7/19/16	

*Premiums Due and Payable on Effective Date

Item # 5

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

-----INVOICE-----

Mayor & City Council Of Cumberland, MD
 57 N Lberty Street; P.O. Box 1702
 City Hall
 Cumberland, MD 21502

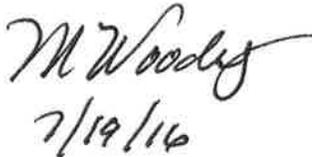
Invoice Date 06/23/16
 Invoice No. 353426
 Bill-To Code MAYOCIT
 Client Code MAYOCIT
 Inv Order No. 100*417739

Named Insured: Mayor & City Council Of Cumberland, Md

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/16	07/01/16 to 07/01/17	Hartford Insurance - Hunt Valley Policy No. 30BPEGA7114 *Renewal - Fidelity Bonds Employee Dishonesty Bond Invoice Number: 353426 Amount Due:	868.00 868.00
 7/19/16			
*Premiums Due and Payable on Effective Date			Item # 5

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

----- INVOICE -----

Mayor & City Council Of Cumberland, MD
 57 N Liberty Street; P.O. Box 1702
 City Hall
 Cumberland, MD 21502

Invoice Date 06/23/16
 Invoice No. 353420
 Bill-To Code MAYOCIT
 Client Code MAYOCIT
 Inv Order No. 100*417733

Named Insured: City of Cumberland

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/16	07/01/16 to 07/01/17	QBE Specialty Insurance Co. Policy No. BINDER925553 *Renewal - Professional Liability	42,164.00
		Policy Fee - Professional Liability	250.00
		Law Enforcement Liability	
		Invoice Number: 353420 Amount Due:	42,414.00
		<i>M. Woodley</i> 7/19/16	

*Premiums Due and Payable on Effective Date

Item # 5

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

----- INVOICE -----

Mayor & City Council Of Cumberland, MD
 57 N Liberty Street; P.O. Box 1702
 City Hall
 Cumberland, MD 21502

Invoice Date 06/23/16
Invoice No. 353422
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*417737

Named Insured: Mayor & City Council Of Cumberland, Md

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/16	07/01/16 to 07/01/17	ACE American Insurance Company Policy No. BINDER925516 *Renewal - Public Official Liab.	18,984.00
		Invoice Number: 353422 Amount Due:	18,984.00
		<i>M Woodling</i> 7/19/16	
*Premiums Due and Payable on Effective Date			Item # 5



Regular Council Agenda
August 2, 2016

Description

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

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: August 2, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2016 through July 1, 2017, including costs for Premium, Cash Collateral Fund, and Claims Service Fund, be and is hereby accepted in the estimated amount of One Million, One Hundred Twelve Thousand, Seven Hundred Nine Dollars and No Cents (\$1,112,709.00); and

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefunded Deductible Reimbursement and Security Agreement by and between PMA Insurance Company, Manufactures Alliance Insurance Company, and PA Manufacturers Indemnity Company, and the City to effect this coverage.

Brian K. Grim, Mayor

PREFUNDED DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT

THIS AGREEMENT (the "Agreement") entered into by and between **Pennsylvania Manufacturers' Association Insurance Company, Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company**, Blue Bell, Pennsylvania (herein, the "Company"), and **The Mayor and City Council of Cumberland, Maryland**, Cumberland, Maryland (herein, the "Insured") on **July 1, 2016** (the "Effective Date").

WITNESSETH:

WHEREAS, the Insured has requested the Company to issue to it for its benefit and others as reflected in the Named Insured endorsement, effective **July 1, 2016** certain insurance Policies covering the Insured's operations;

WHEREAS, the Company has agreed to do so on the terms and conditions set forth below, as well as those in the insurance Policies it issues to the Insured.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, and intending legally to be bound, the parties agree as follows:

1. Insured and its Subsidiaries

This Agreement is entered into by the Insured for its own benefit, and is a binding obligation of the Insured and any Named Insured under the Policy.

2. Application and Effective Date

This Agreement and Schedule A attached hereto, which is a part of this Agreement, apply to each of the insurance coverages described in Section 3 below as of the effective date(s) of such insurance coverages as shown on Schedule A and will continue in full force and effect until terminated in accordance with the provisions of Section 10 hereof, and the applicable insurance laws governing such insurance coverage.

3. The Insurance Coverages

The Company will issue to the Insured, for the Insured's own benefit, the Company's Policies as shown on Schedule A. Coverage will be provided under each Policy with the retentions and/or deductibles that are set forth in Schedule A attached hereto. Any renewals shall be set forth on an Addendum to Schedule A.

4. Definitions

As used in this Agreement:

- (a) "Allocated Loss Adjustment Expenses" are as defined in the applicable endorsement and/or Policy.
- (b) "Incurred Losses" means all amounts the Company pays or estimates it will pay for claims and Allocated Loss Adjustment Expenses under each Policy for which the Insured is responsible to reimburse the Company pursuant to the terms of the deductible endorsement(s) attached to each Policy.

- (c) "Loss" or "Losses" means any claim or claims to the extent covered by any one of the Policies. "Loss" or "Losses", for purposes of any other type of claim covered under this Agreement besides workers' compensation, shall also include any extra-contractual, punitive or exemplary damages liability which may be imposed with respect to each Policy.
- (d) "Material Change in the Insured's Exposure" means (i) a change of plus or minus fifteen (15%) percent in the Insured's exposure (which includes, but is not limited to, a change in estimated total workers' compensation remuneration, allocations of estimated or audited workers' compensation remuneration between classifications, or the addition of a new classification under a workers' compensation and employers liability insurance policy(ies); sales or payroll under a commercial general liability insurance policy(ies); auto counts under an auto policy(ies); or estimated total premium under the Policy, as calculated by the Company pursuant to each Policy, and pursuant to the Company's applicable manuals and rating plans, or (ii) any acquisition, divestiture, merger, consolidation, liquidation, receivership, bankruptcy, plant closing, or layoffs by the Insured.
- (e) "Obligation" or "Obligations" means any and all amounts the Insured is or will be required to pay under the terms and conditions of each Policy and this Agreement. The Insured's Obligations include, but are not limited to, Losses, Allocated Loss Adjustment Expenses, Unallocated Loss Adjustment Expenses, premiums, surcharges and assessments under each Policy and any and all indemnification, defense, or hold harmless expenses due or becoming due to the Company under this Agreement.
- (f) "Paid Losses" mean the amounts paid as benefits or damages, or Allocated Loss Adjustment Expenses arising under the Policies. Paid Losses shall be limited, however, not to exceed the amounts specified as payable to the Company in the applicable retrospective premium endorsement or deductible endorsement.
- (g) "Policy" means each insurance policy set forth on Schedule A. For purposes of the Agreement, "Policy" shall also include any renewal of the aforesaid Policy and any policy issued by the Company in substitution of the Policy. The Company shall provide this service for the Policy, and subsequent policies which are subject to a deductible endorsement (the amount set for therein is sometimes referred to as the "Deductible").
- (h) "Unallocated Loss Adjustment Expenses" means salaries, overhead and other costs related to the claim adjustment process that are not specifically allocated to the expense incurred for a particular claim, including but not limited to any claims administration fees paid or payable in accordance with Section 5 below.

5. **Security**

- 5.1. As security for all of the Insured's Obligations, the Insured must provide to the Company one or more clean, unconditional, irrevocable Letter(s) of Credit establishing credit in favor of the Company, or other security such as cash, which is acceptable to the Company. Such Letter(s) of Credit must be issued by a bank(s) which is a member of the Federal Reserve system and is acceptable to the Company. The form of the Letter(s) of Credit must be as shown in Appendix A. The Insured hereby grants to the Company a continuing security interest in

and general lien upon the Insured's right, title and interest in all property of the Insured in the actual or constructive possession of the Company in any capacity whatsoever including, without limitation, any and all securities and certificates of deposit and any funds contained in custodial or other accounts in the actual or constructive possession of the Company and the proceeds of, and income from, the foregoing.

If posting a Letter of Credit, each such Letter of Credit must be issued for a term of at least twelve (12) months and shall be, by its terms, subject to an unlimited number of automatic renewals thereafter for additional terms of at least twelve (12) months, unless the issuer bank advises the Company in writing, at least sixty (60) days prior to the next expiration date, of its intention not to have the Letter(s) of Credit renewed. In that case, the Insured must furnish the Company with a replacement Letter(s) of Credit issued to the Company by an acceptable bank(s), or other security as may be acceptable to the Company, establishing credit or security in an amount equal to the credit under the Letter(s) of Credit being replaced, within not less than thirty (30) business days before the expiry date. The requirement for such security will remain in place until all of the Insured's current and future Obligations have been indefeasibly paid or otherwise concluded in a manner satisfactory to the Company.

- 5.2. (a) **The amount of the initial required security is \$810,000.** At such times as the Company deems it appropriate or necessary, but at least annually, and until all liability with respect to the Insured's Obligations has been paid or otherwise concluded, the Company shall, applying generally accepted actuarial and credit review principles, review the security requirement. The Company shall have the sole right to determine the adequacy of the amount of security to be held. The sum of all of the Insured's Obligations which have been paid by the Insured or satisfied by sums drawn by the Company under the Letter(s) of Credit or other acceptable security held by the Company shall be subtracted to arrive at the required security. If the resulting security requirements exceed the amount of remaining credit available to the Company under the Letter(s) of Credit or other acceptable security as of the calculation date, then the Insured must provide the Company with additional acceptable security equal to such excess within ten (10) days of the Insured's receipt of notice of the increased security requirement. If the required security is less than the remaining credit available to the Company under the Letter(s) of Credit or other acceptable security, then the amount of such remaining credit will be reduced by the amount of such difference, and the Company will execute any document necessary in order to reduce the amount of such credits in accordance with this Section 5.
- 5.3 The Company or its successors in interest may draw upon any Letter of Credit, trust or other security at any time and from time to time, and such funds shall be applied without diminution because of the insolvency of the Insured or the Company for one or more of the following purposes only:
- (a) to reimburse the Company for the Insured's share of Losses, Allocated Loss Adjustment Expenses and, if applicable, Unallocated Loss Adjustment Expenses paid by the Company;
- (b) to fund an account with the Company for the full amount secured under this Agreement in the event the Insured has failed to replace timely any expiring Letter of Credit as required by Paragraph 5.1 hereof or to adjust timely the amount secured hereunder as required by Paragraph 5.2

hereof, and such failure would result in a deficiency in the total security provided by the Insured;

- (c) to fund an account with the Company for the full amount secured in the event of the filing of a voluntary or involuntary petition in bankruptcy by the Insured, the insolvency of the Insured, the admission in writing by the Insured of its inability to pay its debts as they become due, or a general assignment by the Insured of its assets for the benefit of creditors; or
- (d) to fund an account with the Company for the full amount secured in the event that (i) any representation or warranty made in or pursuant to this Agreement or the Policy to induce the Company to enter into this Agreement or a Policy, which at the sole discretion of the Company, shall be determined to be untrue or misleading in any material respect, or (ii) the Insured transfers or sells all or substantially all of its assets, without the prior written consent of the Company,
- (e) to pay any other amounts the Company claims are due to it under each Policy or this Agreement.

In the event the Company draws upon a Letter of Credit or other security pursuant to items (b), (c) or (d) above, the Company will be free to hold the proceeds thereof, without liability for interest thereon, until the Insured has fully remedied the circumstances for which the draw was made, whereupon the Company shall promptly return the proceeds held by it, less portions allocable to amounts due it under item (a) above, upon receipt of written instructions from the Insured, signed by a duly authorized officer of the Insured, indicating to whom such return is to be made. The Company shall have no obligation or liability to remit to the Insured any investment income thereupon.

- 5.4 There will be four (4) scheduled adjustments (“Scheduled Adjustments”) to the initial amount of collateral required, using Incurred Losses valued as of the dates indicated in the Schedule of Adjustments shown below. The resulting amount of the collateral, when adjusted, will be the “Adjusted Amount.” The Adjusted Amount will equal the sum of i) developed losses, which is equal to Incurred Losses multiplied by the corresponding Loss Development Factor shown in the Schedule of Adjustments (“Developed Losses”), capped by any aggregate deductible amount stated on the deductible endorsement(s) attached to and incorporated within each Policy; ii) the claims handling fee based on Developed Losses calculated pursuant to the terms of the deductible endorsement(s) attached to and incorporated within each Policy; iii) loss based assessment factors, where applicable, multiplied by Developed Losses; iv) loss based premium tax factors, where applicable, multiplied by Developed Losses; and v) any other part of the Obligations incurred but not included in i) through iv) above.

The Scheduled Adjustments are as follows:

Adjustment Number	Adjustment Date	Loss Development Factor
1	July 1, 2018	1.40
2	July 1, 2019	1.25
3	July 1, 2020	1.15
4	July 1, 2021	1.10

- 5.5 If there is a Material Change in the Insured's Exposure during the term of this Agreement, the Company may amend the Loss Development Factor and the effective deductible premium rate(s) and/or the deductible credit(s) under each Policy, retroactive to the Effective Date of this Agreement. In addition, if there is a Material Change in the Insured's Exposure prior to the completion of the first adjustment of the collateral, the Company may revise the initial amount of collateral required. The Insured agrees to pay the Company the initial amount of collateral required, as recalculated by the Company within fifteen (15) business days of receiving notice.
- 5.6 Under any circumstance where the collateral which secures Obligations owing to the Company under a Policy is held by Pennsylvania Manufacturers' Association Insurance Company, Pennsylvania Manufacturers' Association Insurance Company acknowledges that it holds (and will hold) possession of the collateral for its own benefit (to the extent it is a secured party) as well as for the benefit of Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company (to the extent that they (are) secured parties.

6. Breach of Obligations

If the Insured fails to pay or otherwise perform in a timely manner any Obligation due the Company hereunder or under a Policy at any time during the term of this Agreement, and if such failure continues for at least ten (10) business days following the Insured's receipt of written notice of such failure, the Company shall, at its sole discretion have the option of cancelling that Policy due to nonperformance or nonpayment in accordance with the provisions of that Policy subject to applicable law and, pursuant to Section 5.3 hereinabove, have the option of drawing on the Letter(s) of Credit or other security furnished to it under this Agreement in payment of the Obligations due from the Insured, but shall be under no obligation to do so. Alternatively, the Company may terminate the financing related to the Insured's insurance coverages by converting the applicable Policy(ies) to a guaranteed cost rating plan using the Company's filed and approved rates in effect as of the Policy(ies) effective date, and the entire amount of standard premium thereunder shall be immediately due.

7. Renewal Option

The Company is under no obligation, and unless otherwise agreed to in writing, the Company shall not be under any obligation in the future, to renew any of the coverages under each Policy or to offer renewal of the coverages under the same terms and conditions following the expiration of any Policy. If the Company elects not to renew and/or to cancel coverage, it will furnish to the Insured notice of its intent not to renew and/or cancel consistent with the terms and conditions of each Policy.

8. Joint Obligations

The Obligations set forth in this Agreement are Obligations of the Insured and its insured subsidiaries and affiliates jointly and severally. While the Company agrees to look primarily to the Insured for all such Obligations, its recourse is not limited to the Insured, and the Company has the right at all times to hold any or all of the Named Insureds liable for any Obligations due it. The Insured hereby expressly represents and warrants that it is authorized to enter into this Agreement on behalf of, and to bind, its Named Insureds to this Section 8 and all of the other terms and conditions hereof, and stipulates that the foregoing representation and warranty is material and has been specifically relied upon by the Company in entering into this Agreement and agreeing to

issue each Policy under this Agreement.

9. Financial Statements, Access to Records

- 9.1 Annually while this Agreement remains in force, the Insured will make available to the Company copies of audited financial statements of the Insured and its insured subsidiaries and affiliates.
- 9.2 At all times while this Agreement remains in effect, the Company will have full and free access to the books and records of the Insured, its subsidiaries and affiliates insured under each Policy, as respects information pertaining to the subject coverages. Such access will be limited, however, to normal business hours and shall be afforded only at reasonable intervals and upon reasonable prior written notice.

10. Term and Termination

- 10.1 This Agreement shall remain in full force and effect until all of the Insured's Obligations have been indefeasibly paid in full or otherwise satisfactorily concluded and will survive the expiration as well as any cancellation of each Policy.
- 10.2 Notwithstanding Paragraph 10.1 above, this Agreement shall terminate:
- (a) by mutual written consent; or
 - (b) when the Company notifies the Insured that the Insured's Obligations have been fully and indefeasibly discharged.

11. Entire Agreement, Amendment

This Agreement, together with each Policy issued hereunder, represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may only be changed by written amendment signed by duly authorized officers of the respective parties. No other changes will be binding or enforceable.

12. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of New York, unless the law of another state is required by the Policy, applicable law or regulation.

13. Notices

All notices or other communications required hereunder will be in writing, sent by registered mail to:

To the Company:

**Pennsylvania Manufacturers' Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company
380 Sentry Parkway
Blue Bell, PA 19422**

Attention: Collateral Manager

With a copy to:

**Pennsylvania Manufacturers' Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company
380 Sentry Parkway
Blue Bell, PA 19422
Attention: General Counsel**

To the Insured:

**ATTENTION: GENERAL COUNSEL
THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502**

or such other addresses as may be designated in the same manner from time to time.

14. No Waiver

The failure on any occasion by either party to enforce the terms of this Agreement will not be deemed or construed as a waiver of that party's right to enforce those or any other terms of this Agreement on any other occasion.

15. Construction

The terms and conditions of this Agreement will be liberally construed so as to give the fullest possible effect to the intentions of the parties.

16. Severability

If any term or provision of this Agreement is in violation of the law of any state, such term or provision shall be void in the jurisdiction(s) where it is unlawful. The remainder of this Agreement shall remain binding on the parties so that the terms of this Agreement are binding only to the extent lawful under applicable laws. If any provision of this Agreement is determined by a court of law to be unenforceable, the parties hereto agree, and it is their desire, that the court shall modify such provision to the extent necessary to be deemed enforceable by such court. As so modified, the provision shall be binding upon the parties as if originally set forth herein.

17. Assignment

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

18. Remedies

The rights and remedies granted to the parties hereunder will be in addition to, and not in lieu of, any rights or remedies they may otherwise have.

19. Successors

The terms and conditions of this Agreement are binding upon and will inure to the

benefit of the successors and assigns of the parties hereto.

20. Execution

This Agreement may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

ATTEST:

**PENNSYLVANIA MANUFACTURERS'
ASSOCIATION INSURANCE COMPANY,
MANUFACTURERS ALLIANCE
INSURANCE COMPANY, PENNSYLVANIA
MANUFACTURERS INDEMNITY
COMPANY**

BY: _____
TITLE: _____
DATE: _____

ATTEST:

**THE MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

for itself and on behalf of its insured subsidiaries and affiliates

BY: _____
TITLE: _____
DATE: _____



THE MAYOR AND CITY COUNCIL OF COUNCIL OF CUMBERLAND, MARYLAND

**PREFUNDED DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT
SCHEDULE A**

Effective **July 1, 2016**, Schedule A of the Prefunded Deductible Reimbursement and Security Agreement entered into by and between **Pennsylvania Manufacturers' Association Insurance Company, Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company** and **The Mayor and City Council of Cumberland, Maryland**, is amended to include the following:

The following are the Deductible/Retention Amounts applying to all Obligations with respect to the coverages provided under the policies:

<u>POLICY NUMBER</u>	<u>EFFECTIVE DATES</u>	<u>LINE OF BUSINESS</u>	<u>INSURED RETENTION (Footnotes)</u>
201675- 5376801	07/01/2016 to 07/01/2017	Workers' Compensation	\$350,000 Deductible; \$1,800,000 Aggregate
201575- 5376801	07/01/2015 to 07/01/2016	Workers' Compensation	\$350,000 Deductible; \$1,850,000 Aggregate
201475- 5376801	07/01/2014 to 07/01/2015	Workers' Compensation	\$350,000 Deductible; \$1,850,000 Aggregate
201375- 5376801	07/01/2013 to 07/01/2014	Workers' Compensation	\$350,000 Deductible; \$1,950,620 Aggregate
201275- 5376801	07/01/2012 to 07/01/2013	Workers' Compensation	\$350,000 Deductible; \$1,825,610 Aggregate
201175- 5376801	07/01/2011 to 07/01/2012	Workers' Compensation	\$350,000 Deductible; \$1,771,887 Aggregate
201075- 5376801	07/01/2010 to 07/01/2011	Workers' Compensation	\$350,000 Deductible; \$1,750,000 Aggregate
200975- 5376801	07/01/2009 to 07/01/2010	Workers' Compensation	\$350,000 Deductible; \$1,900,000 Aggregate
200875- 5376801	07/01/2008 to 07/01/2009	Workers' Compensation	\$350,000 Deductible; \$1,998, Aggregate
200775- 5376801	07/07/2007 to 07/01/2008	Workers' Compensation	\$350,000 Deductible; \$1,912,711 Aggregate
200675- 5376801	07/01/2006 to 07/01/2007	Workers' Compensation	\$350,000 Deductible; \$1,700,000 Aggregate

- 1) Occurrence shall include occupational disease defined as: Each person contracting a disease shall be considered to be a separate occurrence.
- 2) ALAE is inside the Insured's Retention and the Policy Limits. The Insured is responsible for all ALAE and all Loss under the Policy.

Item # 6

THE MAYOR AND CITY COUNCIL OF COUNCIL OF CUMBERLAND, MARYLAND

This Schedule A, which is attached to and made a part of the Agreement, may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST

**PENNSYLVANIA MANUFACTURERS'
ASSOCIATION INSURANCE COMPANY,
MANUFACTURERS ALLIANCE INSURANCE
COMPANY, PENNSYLVANIA MANUFACTURERS
INDEMNITY COMPANY**

By: _____
Title: _____
Date: _____

ATTEST

**THE MAYOR AND CITY COUNCIL OF COUNCIL OF
CUMBERLAND, MARYLAND**

By: _____
Title: _____
Date: _____



(12)

CLAIMS SERVICE FUND

We estimate your Claims Service Fund to be **\$21,950**. The Claims Service Fund will be adjusted once at **twenty four** months after inception of the policy based on the actual number and type of claims reported to PMA. The fees to be used are shown:

Type of Claim	Estimated Number	Fee	Total
Record Only	30	\$ 40	\$1,200
Medical Only	25	\$150	\$3,750
Lost-time	17	\$1,000	\$17,000
Total			\$21,950

TOTAL CLAIM EXP
FOR PMA

SCHEDULE OF CASH PAYMENTS

	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 28,047.50	\$ 81,000	\$21,950	\$ 130,997.50
PA Assessment	\$ 284.00			\$ 284.00
Total 1 st Installment	\$ 28,331.50	\$ 81,000	\$21,950	\$ 131,281.50
Nine Remaining Monthly Installments each	\$ 28,047.50	\$ 81,000	0	\$ 109,047.50
Total Annual Deposits	\$ 280,759.00	\$ 810,000	\$21,950	\$ 1,112,709

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

At audit, the deductible credit factor will be adjusted so that the audited deductible premium will equal the product of the applicable deductible premium rate times the audited workers' compensation payrolls. Changes in workers' compensation modification factors, statutory premium rates and/or premium discounts, and application or changes of any other statutory credit (including any construction classification credit) or debit, will, therefore, not alter the amount of the audited deductible premium due us.

\$ 67,000 Reduction
22 1/2 Reduction



Regular Council Agenda
August 2, 2016

Description

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.

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to accept the sole source proposal of RenoSys Corp. to replace the PVC liner at the Constitution Park swimming pool. Besides the removal of the existing liner and installing a new liner, the work also includes design of a new main drain system and submission of the design to Maryland Health Department for the required permit. Carl Belt, Inc.'s proposal is in the amount of \$33,850, which when added to the cost of RenoSys Corp.'s work is a total of \$181,945.00. Additional fees on this contract will include the cost of a dumpster for the existing liner and disposal costs of the content of the dumpster which will be arranged by the City, and paid separately.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

115.099J.63000

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

ORDER NO. _____

DATE: August 2, 2016

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

THAT, the sole source proposal of RenoSys Corporation, 2825 East 55th Place, Indianapolis, IN, 46220, to provide removal and replacement of the PVC pool membrane and two (2) stainless steel drain boxes at the Constitution Park swimming pool, be and is hereby approved in the estimated amount of One Hundred Forty-eight Thousand, Ninety-five Dollars and No Cents (\$148,095.00).

Brian K. Grim, Mayor

Source of Funding:
115.099J.63000



RenoSys®

Constitution Park Pool
Outdoor Municipal SS Gutter Pool – Cumberland, MD

Quote #2016021216-800

4/28/2016

RenoSys PVC Membrane & SS Main Drain Boxes Budgetary Estimate

- 1) Custom Fabricate and Furnish New Stainless Steel Main Drain Boxes to be installed by others.
- 2) Remove existing membrane from pool and discard to on site dumpster;
- 3) Install RenoSys 60 mil PVC Membrane System in the existing pool employing the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface and void it of all loose debris.
- Coat interior of pool with sanitizing agent. Apply RenoFelt adhesive as required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Membrane Termination points to be at top of existing stainless steel perimeter compression flange.
- Cut out for all main drains, inlets, skimmers, and lights. All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, and finish work to make a complete watertight installation.
- Install: Racing Lanes, Depth Markers, and Pool Safety Markings onto surface membrane to match existing, if applicable.
- Custom Logos are priced separately.
- Clean site suitable for pool filling and perform final inspection.
- **RenoSys Standard Grade** PVC Pool Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**.
(e.g. caulk, fasteners at compression fittings etc...)

Constitution Park PVC Pool Membrane	\$141,095.00
PVC Pool Membrane System Removal & Replacement – Furnished & Installed	Included
Pressure Testing of existing SS Gutter System	"
Repairs to Gutter Failures, if identified, may be repaired upon request at the <u>hourly rate of:</u>	\$275

2 New Stainless Steel Drain Boxes	\$ 7,000.00
Design Engineering, Custom Fabrication & Furnish Only, Submittals,	Included

All additional construction services to be performed by others.

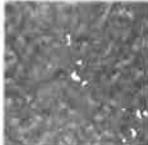
Pool Membrane Installation	3-4 Weeks
SS Drain Box Fabrication	6 Weeks Lead Time

Above Price is NOT a final bid or complete proposal. It is a Project Scope Outline & Budgetary Estimate for planning purposes only. Pricing is valid for 60 days, based on dimensions obtained from original Job file, engineered drawings and photos obtained during 7/24/15 site visit, and subsequent communications. A formal presentation is forthcoming.

ARS Lt Blue
Super Slip Resist



ARS Pebble Dark Blue



Quotation provided by:

Kym Webster, Sr. Sales Rep.
RenoSys Corporation

Visit us on the web at... "www.renosys.com"

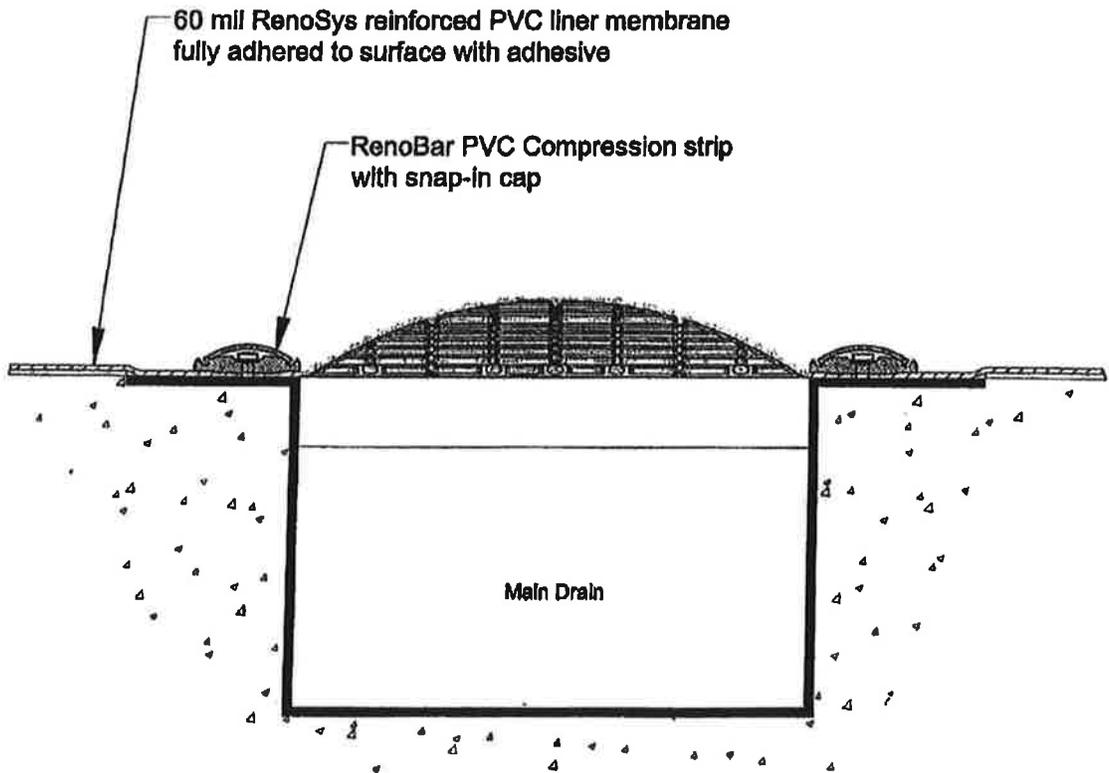
RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"

Note:
 System includes antimicrobial agent and RenoFelt adhesive
 (Not Shown)



Main Drain Termination

RenoSys[®]
 corporation

2825 East 55th Place
 Indianapolis, IN 46220
 Phone: 317-251-0207
 Fax: 317-251-0360

**Project: For Sales Purposes Only
 Not for Construction**

Date: 1/30/12

Drawn by: KJ

Appr'd by:

DWG #: L155

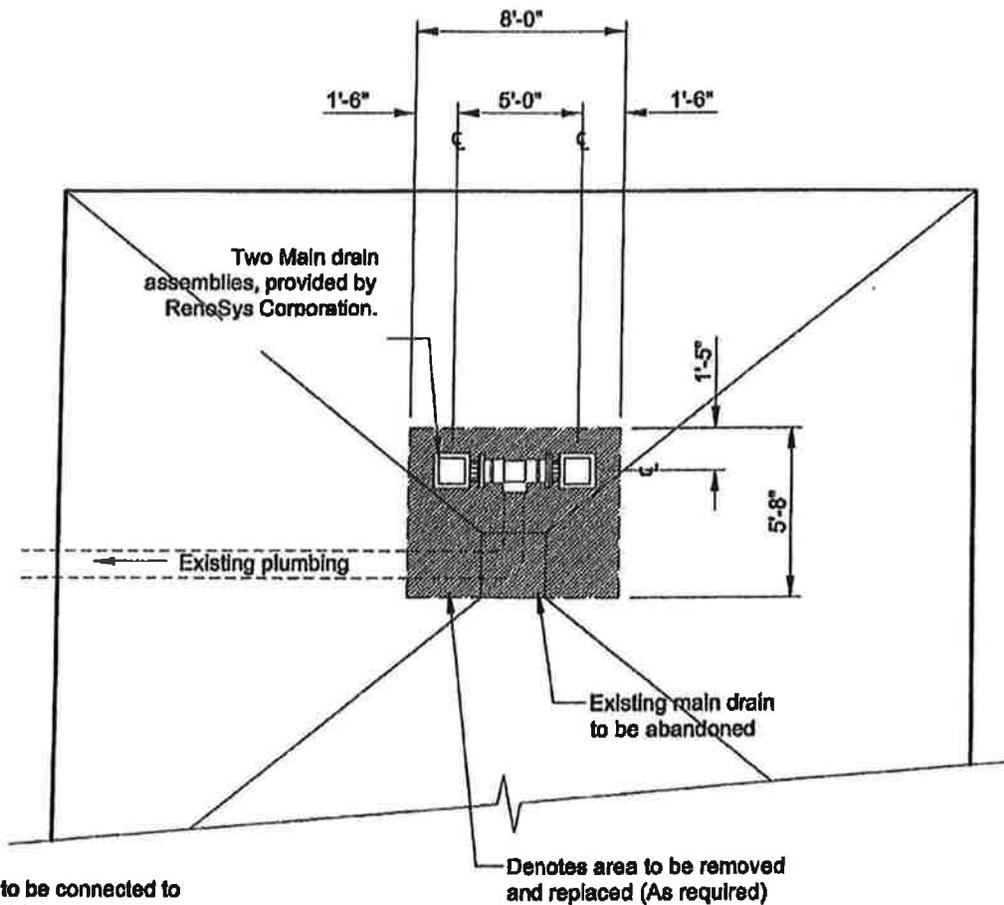
Scale: N/A

Issue Date: 3/5/09

Item #:

1 of 3

All designs and data included and implied, within the contents of the submitted designs are proprietary. All submitted designs and data are subject to verification from the purchaser/owner. ARS will not be held liable based upon inaccurate information and unknown conditions. We reserve the right to modify details without notice where conditions require. No documents shall be modified, copied or reproduced without express written consent of ARS. 1993-2012 ARS Inc. All Rights Reserved.



Note:
Main drains to be connected to existing plumbing.

Main drains to be bonded per National Electrical code, state, or local codes, which ever is stricter.

Main Drain Re-Work

RenoSys[®]
corporation

2825 East 55th Place
Indianapolis, IN 46220
Phone: 317-251-0207
Fax: 317-251-0360

**Project: For Sales Purposes Only
Not for Construction**

Date: 1/30/12

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Appr'd by:

DWG #:

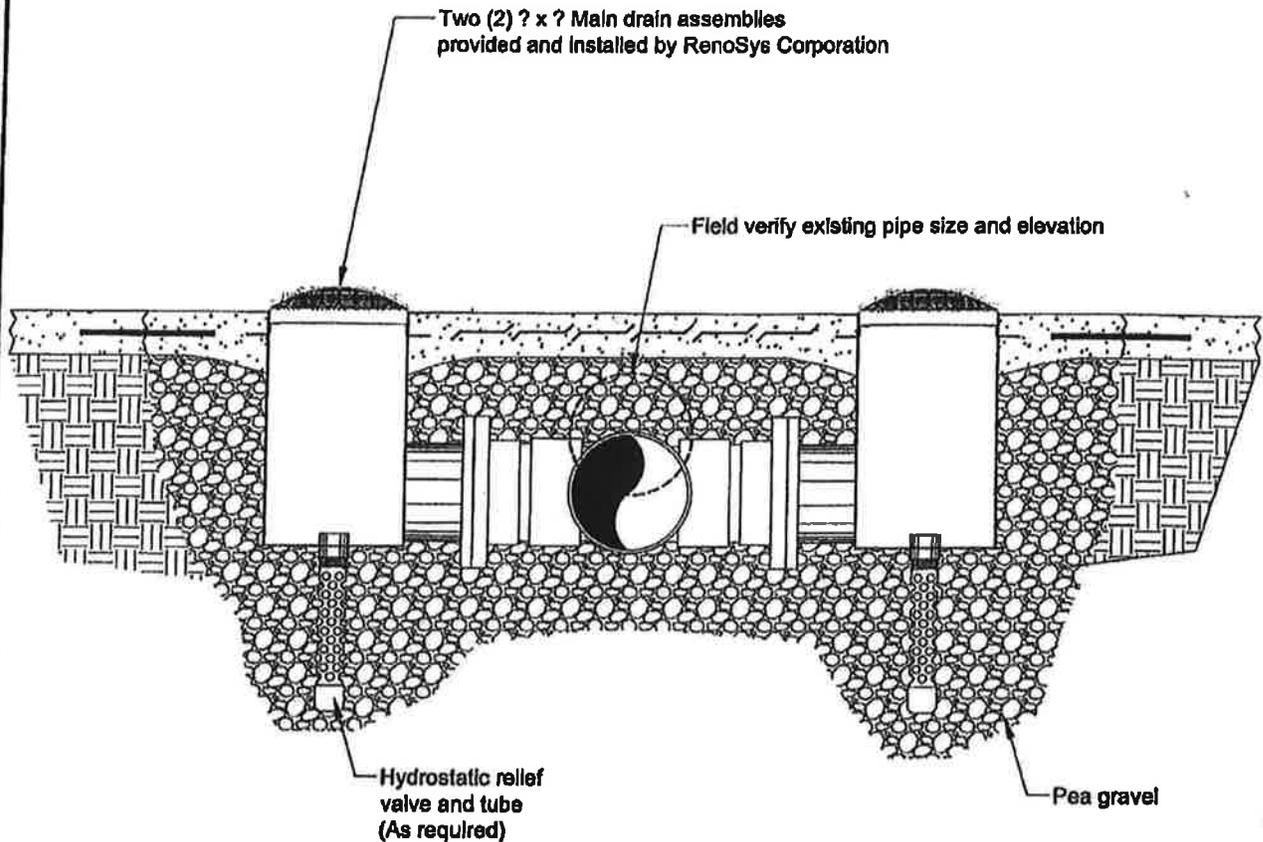
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Item #:

2 of 3

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Main Drain Section

RenoSys[®]
corporation

2826 East 55th Place
Indianapolis, IN 46220
Phone: 317-251-0207
Fax: 317-251-0360

Project: For Sales Purposes Only
Not for Construction

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**Maryland Department of Natural Resources
Program Open Space
Community Parks and Playgrounds (CP&P) Program**

**Community Parks and Playgrounds
Application and Project Agreement**

**Shaded Areas For
State Use Only.**

CP&P PROJECT # _____

1. PROJECT TITLE: Constitution Park Pool Improvements
2. APPLICANT: Mayor and City Council of Cumberland, Maryland / Allegany
(Municipality or Baltimore City) (Specify County)
3. APPLICANT'S FEDERAL ID #: 52-6000786 LAST CP&P GRANT ISSUED ON THIS SITE # 5982-1-256
4. PROJECT LOCATION: Street Address: 450 Reservoir Avenue
City/Town: Cumberland, Maryland Zip Code: 21502
LEGISLATIVE DISTRICT: 1C ADC Road Map Edition # 1 Map # 22600 Grid Ltr XY
County Tax Map # 26 Grid 308666 Parcel # 39
5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Attach a separate sheet, if necessary.

The project provides for improvements to the bathhouse and pool liner at the Constitution Park Pool. For the bathhouse, this project includes the installation of a new water service (supply) main that carries water from the main in the street to the building. It also include the installation of several valves, a drain line to drain the line if necessary for winter shutdown, connection of the new water service line to the existing water main and to the lines at the building, along with the pavement patching of the street and sidewalk where they are disturbed by the trench for the new water line. This project includes the installation of new hot and cold water lines throughout the building, along with a new cold supply line from the building to the two restrooms that are outside of the pool area, but adjacent to pool facilities. Also required is the Installation of 200 Gallon Storage/Supply Tank, a 50 Gallon Pressure Tank, a pump, pressure switch, and the necessary piping, wiring, and parts to install these components. Additional improvements to be made as a part of this project includes the installation of a new water line to the water slide the installation of 3 hose bibs on the exterior of the building, replacement of the drinking fountain on the exterior of the building with a new dual level drinking fountain that will meet ADA compliance, and a location of an insulated enclosure for the supply tank that will be built adjoin the bathhouse building. The pool liner is failing and requires replacement using a PVC membrane throughout the pool surface.

6. a. LOCAL FUNDS: \$ 13,780.00 % (Specify Source/Type) City/Materials & Labor
b. OTHER FUNDS: \$ _____ % (Specify Source/Type) _____
c. CP&P FUNDS REQUESTED: \$ 278,898.00 %
d. TOTAL PROJECT COST: \$ 292,678.00 100 %

7. LOCAL PROJECT COORDINATOR:

Kathy McKenney Historic Planner/Pres. Coord. kmckenney@allconet.org
(Print Name) (Print Title) (E-mail Address)
57 North Liberty Street Cumberland MD 21502 301-759-6431
(Mailing Address) (City) (State) (Zip) (Telephone Number)

8. PROJECT PERIOD: From: May 2015 (Date of Letter of Acknowledgement/Concurrence)
To: June 2016 (Estimated Date of Completion)

Community Parks and Playgrounds Application and Project Agreement (Cont.)

9. ITEMIZED DETAILED COST ESTIMATE: Round all estimates to nearest dollar.

Item No.	Item	Estimated Cost
1.	Community Parks and Playgrounds Acknowledgement Sign Sample text: "A Maryland Department of Natural Resources, Program Open Space, Community Parks and Playgrounds Program assisted project"	
2.	Bathhouse Upgrades *Replace Water Service to Main Building	\$80,110.00
	*Water System Upgrades	\$65,068.00
3.	Remove and Replace Pool Liner	\$147,500.00
Total Development Costs:		\$292,678.00

10. LOCAL GOVERNMENT AUTHORIZATION:

As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Jeffrey D. Rhodes

City Administrator

8/11/14

(Signature)

(Print Name)

(Print Title)

(Date)

PROGRAM ADMINISTRATIVE REVIEW:**11. ON-SITE INSPECTION**

DATE _____

BY _____

12. DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(Agenda Item No.)



Sherri Nicol <sherri.nicol@cumberlandmd.gov>

Re: Constitution Park Pool - Mayor and City Council Order DRAFT

1 message

John DiFonzo <john.difonzo@cumberlandmd.gov>

Mon, Aug 1, 2016 at 2:15 PM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Cc: Sherri Nicol <sherri.nicol@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Jeff Rhodes <jrhodes@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Jeff,

Based on my conversation with Ken and his email message, i would say that if additional funds are required they will come from the Bond, however I am sure Ken wants us to use the grant money to the furthest extent possible, and we will do that, but we do have to do the work identified in the grant.

John

John J. DiFonzo P.E.
Cumberland City Engineer
57 N. Liberty Street
Cumberland, MD 21502
Office 301-759-6600
Direct 301-759-6601
FAX 301-759-6608
Cell 240-580-0781
email: john.difonzo@cumberlandmd.gov

On Mon, Aug 1, 2016 at 2:07 PM, Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> wrote:

I am OK adding this to the agenda....though we do need to make some determination just how the overage gets paid for. In the end, we have to get this fixed.

Jeff



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

301-759-6424
jeff.rhodes@cumberlandmd.gov

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Thanks!

Sherri Nicol
Assistant to the City Clerk
City Hall, Cumberland, MD
301-759-6449

Item # 7

sherri.nicol@cumberlandmd.gov

On Mon, Aug 1, 2016 at 1:20 PM, John DiFonzo <john.difonzo@cumberlandmd.gov> wrote:

Yes. i talked to Jeff on Friday, but it took me longer to get out that I expected because of other things going on. If it can't make, I understand. My request was to just have Jeff keep the Mayor and City Council informed to see if there are any issues. In that way i could tell the two contractors that we will award at the next meeting, but if it can be added that would be the cleanest.

Thank you,
John

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email: john.difonzo@cumberlandmd.gov

On Mon, Aug 1, 2016 at 1:16 PM, Margie Woodring <margie.woodring@cumberlandmd.gov> wrote:

John.... Did you mean for this to be added to tomorrow's meeting? If so and Jeff is ok with that, you'll have to get with Sherri so she can add it and send out a revised agenda today. I won't be back until tomorrow morning.

Sent from my iPhone

On Aug 1, 2016, at 9:58 AM, John DiFonzo <john.difonzo@cumberlandmd.gov> wrote:

I request that an order be prepared for two contracts related to work on the Constitution Park Pool. One for RenoSys in the estimated amount of \$148,095.00 and the other for Carl Belt, Inc. in the amount of \$33,850.00. I also request that these orders be placed on the agenda for this week's mayor and City Council Meeting.

This is to recommend that the Mayor and City Council accept the sole source proposal of RenoSys Corp. to replace the PVC liner the Constitution Park Swimming Pool. The amount of the proposal is as follows:

- | | |
|---------------------------------------|---------------|
| • PVC pole membrane | \$ 141,095.00 |
| • Two new stainless steel drain boxes | \$ 7,000.00 |
| • TOTAL | \$ 148,095.00 |

Besides the removal of the existing liner and installing a new liner the work also includes design of a new main drain system and submission of the design to Maryland Health Department for the required permit.

Additional fees on this contract will include the cost of a dumpster for the existing liner and disposal costs of the content of the dumpster which will be arranged by the City, and paid separately.

We also recommend that a separate sole source contract be awarded to Carl Belt Inc. for the installation of the new main drains and replacement of the bottom concrete in the deep area of the pool in accordance with their proposal of June 23, 2016. The proposal of Carl Belt, Inc. is in the amount of **\$33,850.00**. The Cost of RenoSys work added to the Carl Belt work is **\$181,945.00**.

Item # 7

This project was approved for Community Parks and Playgrounds funding, but at the time the

application was submitted the need to replace the main drains was unknown. The total funds awarded for the pool project is \$278,898 and the City is expecting to contribute at least \$13,780 or more to complete the project. Unfortunately the main drain issues were unknown and not included in the project at the time the application was submitted. An amount of \$147,500 was included for the pool liner at the time of the application. The grant awarded project include water system improvements to the bathhouse. It is our intention to cover as much of the costs as possible out of the grant award, but If additional funds are required, it is the City's plan to use bond funds since the pool project was also included in a bond.

Justification for sole-source approval is summarized as follows:

1. RenoSys was the only liner company included in the original pool renovation project in 1999. That was because they were considered as a sole source at that time.
2. RenoSys is the only company that has done large pool liners in our area and the only company I could find that provides this type of liner installation in a very large area of the country.
3. Other projects in our area done by RenoSys include the Frostburg and the YMCA pools.
4. This project requires engineering for the main drain and RenoSys has the capabilities to perform that design/build service.
5. RenoSys will work with a local contractor to do the concrete work and that will save the City money.
6. Carl Belt was asked to provide the demolition, drain installation and new concrete bottom work because they trusted to do quality work and have done similar work for the City at our wastewater treatment plant.
7. RenoSys can also provide gutter repairs which will be necessary on the stainless steel gutter. This work cannot be defined at this time and will be done on a time and material basis, after the liner is removed. This is a specialized type of work and must be done by someone with proper experience such as RenoSys.

We need to get this work authorized as soon as possible so that work can be scheduled rate after labor day and not affect the pool opening date next year. There is also some other work needed at the pool, which recently became known, but we will not be able to define the extent of the filter work until the filters can be inspected after the pool closes for the season. That work is independent of the liner work.

I have included several attachments for your use. Kim is on vacation, so I request that the orders be prepared in City Hall, I can come over to discuss if needed.

John

John J. DiFonzo P. E.
Cumberland City Engineer
57 N. Liberty Street
Cumberland, MD 21502
Office 301-759-6600
Direct 301-759-6601
FAX 301-759-6608
Cell 240-580-0781
email: john.difonzo@cumberlandmd.gov

<16 Renosys Pool Membrane and Main Drains Quote MD - Constitution Park Pool Furnish Drain Boxes 42816.pdf>

<Constitution Park Main Drain Conceptual Drawing 42716.pdf>

<SS Main Drain Reconfiguration.pdf>

<CONSTITUTION POOL PROPOSAL-062316.pdf>

Item # 7



Regular Council Agenda
August 2, 2016

Description

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.

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award this sole source contract to Carl Belt, Inc. for the installation of the new main drains and replacement of the bottom concrete in the deep area of the pool in accordance with their proposal of June 23, 2016. Carl Belt, Inc.'s proposal is in the amount of \$33,850, which when added to the cost of RenoSys Corp.'s work is a total of \$181,945.00.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

115.099J.63000

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

ORDER NO. _____

DATE: August 2, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the sole source proposal of Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD, 21502, to provide necessary repairs to the pool drain at the Constitution Park swimming pool, be and is hereby approved in the lump sum amount of Thirty-three Thousand, Eight Hundred Fifty Dollars and No Cents (\$33,850.00).

Brian K. Grim, Mayor

Source of Funding:
115.099J.63000

C A R L B E L T
I N C O R P O R A T E D
C O N T R A C T I N G . . . E N G I N E E R I N G

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

June 23, 2016

City of Cumberland
57 N. Liberty Street
P.O. Box 1702
Cumberland, MD 21501-1702
ATTN: MR. JOHN DIFONZO

RE: CONSTITUTION PARK POOL DRAIN REPAIR

Dear Mr. DiFonzo:

Carl Belt, Inc. is pleased to present our proposal to make the necessary repairs to the pool drain at the Constitution Park pool. This proposal is based on our site visit and discussion as well as the limited sketches provided. Our scope of work is as follows:

SCOPE OF WORK

- Demo bottom slab at existing drain, exposing existing drain line
- Excavate as necessary to install two (2) new catch basins
- Pipe new catch basins to connect to existing drain line
- Form and pour two (2) new catch basins with stainless steel liners provided by Others
- Pour new bottom slab
- Clean up our materials and debris

CLARIFICATIONS / EXCLUSIONS

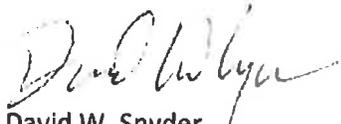
- Liner removal and installation by Others
- Concrete to be 3500 PSI fiber reinforced
- No heating or cold weather protection

Our lump sum price to complete this project is **\$33,850.00**.

If you should have any questions or require any additional work, please feel free to contact me.

Sincerely,

CARL BELT, INCORPORATED


David W. Snyder

Estimator / Project Manager

Cc: JB/DB/MF/File

CB-16-091

Item # 8

**Maryland Department of Natural Resources
Program Open Space
Community Parks and Playgrounds (CP&P) Program**

**Community Parks and Playgrounds
Application and Project Agreement**

**Shaded Areas For
State Use Only.**

CP&P PROJECT # _____

1. PROJECT TITLE: Constitution Park Pool Improvements
2. APPLICANT: Mayor and City Council of Cumberland, Maryland / Allegany
(Municipality or Baltimore City) (Specify County)
3. APPLICANT'S FEDERAL ID #: 52-6000786 LAST CP&P GRANT ISSUED ON THIS SITE # 5982-1-256
4. PROJECT LOCATION: Street Address: 450 Reservoir Avenue
City/Town: Cumberland, Maryland Zip Code: 21502
LEGISLATIVE DISTRICT: 1C ADC Road Map Edition # 1 Map # 22600 Grid Ltr XY
County Tax Map # 26 Grid 308666 Parcel # 39

5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Attach a separate sheet, if necessary.

The project provides for improvements to the bathhouse and pool liner at the Constitution Park Pool. For the bathhouse, this project includes the installation of a new water service (supply) main that carries water from the main in the street to the building. It also include the installation of several valves, a drain line to drain the line if necessary for winter shutdown, connection of the new water service line to the existing water main and to the lines at the building, along with the pavement patching of the street and sidewalk where they are disturbed by the trench for the new water line. This project includes the installation of new hot and cold water lines throughout the building, along with a new cold supply line from the building to the two restrooms that are outside of the pool area, but adjacent to pool facilities. Also required is the Installation of 200 Gallon Storage/Supply Tank, a 50 Gallon Pressure Tank, a pump, pressure switch, and the necessary piping, wiring, and parts to install these components. Additional improvements to be made as a part of this project includes the installation of a new water line to the water slide the installation of 3 hose bibs on the exterior of the building, replacement of the drinking fountain on the exterior of the building with a new dual level drinking fountain that will meet ADA compliance, and a location of an insulated enclosure for the supply tank that will be built adjoin the bathhouse building. The pool liner is failing and requires replacement using a PVC membrane throughout the pool surface.

6. a. LOCAL FUNDS: \$ 13,780.00 % (Specify Source/Type) City/Materials & Labor
b. OTHER FUNDS: \$ _____ % (Specify Source/Type) _____
c. CP&P FUNDS REQUESTED: \$ 278,898.00 % _____
d. TOTAL PROJECT COST: \$ 292,678.00 100 % _____

7. LOCAL PROJECT COORDINATOR:

Kathy McKenney Historic Planner/Pres. Coord. kmckenney@allconet.org
(Print Name) (Print Title) (E-mail Address)
57 North Liberty Street Cumberland MD 21502 301-759-6431
(Mailing Address) (City) (State) (Zip) (Telephone Number)

8. PROJECT PERIOD: From: May 2015 (Date of Letter of Acknowledgement/Concurrence)
To: June 2016 (Estimated Date of Completion)

Community Parks and Playgrounds Application and Project Agreement (Cont.)

9. ITEMIZED DETAILED COST ESTIMATE: Round all estimates to nearest dollar.

Item No.	Item	Estimated Cost
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2.	Bathhouse Upgrades *Replace Water Service to Main Building	\$80,110.00
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Total Development Costs:		\$292,678.00

10. LOCAL GOVERNMENT AUTHORIZATION:

As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Jeffrey D. Rhodes

City Administrator

8/11/14

(Signature)

(Print Name)

(Print Title)

(Date)

PROGRAM ADMINISTRATIVE REVIEW:

11. ON-SITE INSPECTION

DATE _____

BY _____

12. DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(Agenda Item No.)



Sherri Nicol <sherri.nicol@cumberlandmd.gov>

Re: Constitution Park Pool - Mayor and City Council Order DRAFT

1 message

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Mon, Aug 1, 2016 at 2:15 PM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Cc: Sherri Nicol <sherri.nicol@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Jeff Rhodes <jrhodes@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Jeff,

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Item # 8

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- | | |
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Item # 8

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1. RenoSys was the only liner company included in the original pool renovation project in 1999. That was because they were considered as a sole source at that time.
2. RenoSys is the only company that has done large pool liners in our area and the only company I could find that provides this type of liner installation in a very large area of the country.
3. Other projects in our area done by RenoSys include the Frostburg and the YMCA pools.
4. This project requires engineering for the main drain and RenoSys has the capabilities to perform that design/build service.
5. RenoSys will work with a local contractor to do the concrete work and that will save the City money.
6. Carl Belt was asked to provide the demolition, drain installation and new concrete bottom work because they trusted to do quality work and have done similar work for the City at our wastewater treatment plant.
7. RenoSys can also provide gutter repairs which will be necessary on the stainless steel gutter. This work cannot be defined at this time and will be done on a time and material basis, after the liner is removed. This is a specialized type of work and must be done by someone with proper experience such as RenoSys.

We need to get this work authorized as soon as possible so that work can be scheduled rate after labor day and not affect the pool opening date next year. There is also some other work needed at the pool, which recently became known, but we will not be able to define the extent of the filter work until the filters can be inspected after the pool closes for the season. That work is independent of the liner work.

I have included several attachments for your use. Kim is on vacation, so I request that the orders be prepared in City Hall, I can come over to discuss if needed.

John

John J. DiFonzo P. E.
 Cumberland City Engineer
 57 N. Liberty Street
 Cumberland, MD 21502
 Office 301-759-6600
 Direct 301-759-6601
 FAX 301-759-6608
 Cell 240-580-0781
 email: john.difonzo@cumberlandmd.gov

<16 Renosys Pool Membrane and Main Drains Quote MD - Constitution Park Pool Furnish Drain Boxes 42816.pdf>

<Constitution Park Main Drain Conceptual Drawing 42716.pdf>

<SS Main Drain Reconfiguration.pdf>

<CONSTITUTION POOL PROPOSAL-062316.pdf>

Item # 8



Regular Council Agenda
August 2, 2016

Description

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.

Approval, Acceptance / Recommendation

The Police and Fire Department have been notified and have stated that they are able to assist with the event request.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Queen City Marathon for *ActiveWater*

PO Box 31, Cumberland, MD 21502
 queencitymarathon@gmail.com
 www.runthequeencity.com
 Staci Calder, Race Director 301-268-2673

RCVD
 CLERK'S OFFICE

2016JUL19 PM 3:31

To: City of Cumberland
 57 N. Liberty Street
 Cumberland, MD 21502

July 14, 2016

Dear Mayor Grim & City Officials:

On behalf of the Queen City Striders, I am seeking your support for the ²⁰¹⁷~~2016~~ **Queen City Marathon for *ActiveWater*** on Saturday, April 8, 2017 at 8:00 AM.

We are proud to say that the 2016 event was a success! We had registered runners from all over the United States. We also had over 100 local volunteers throughout the course. We are continuing to research and discussing ways to continue to make the event grow, including the continuation of the "metric marathon" distance. We are also discussing possible additional family-style events, such as a walking scavenger hunt!

Our 26.2 mile course was certified by the USATF to make it a Boston Qualifying Race, which means we will continue to use the same course as in years past. Participants will begin in the field at Canal Place. They will enter the C&O Canal Towpath via the footbridge and continue to the turn-around just before Candoc Street/Eugene Mason Sports Complex. They will run the three miles back to Canal Place, where they will follow Canal Street onto the Great Allegheny Passage. Runners will then have the option to go either five or ten miles on the GAP (to just beyond Cash Valley Road or Woodcock Hollow Road, accordingly), where they will turn around and return to the finish at Canal Place.

We are once again requesting the help of the Cumberland City Police with the traffic crossing at Canal Street and EMS personnel in the case of a medical emergency. We will also be completing the permit processes for Canal Place, the C&O Canal, and the Great Allegheny Passage.

Thank You,

Staci Calder,
 Race Director

Queen City Marathon for *ActiveWater* is an affiliate member of the RRCA.
 Through the RRCA, we are a 501(c)3 nonprofit organization.

Item # 9



Regular Council Agenda
August 2, 2016

Description

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

Approval, Acceptance / Recommendation

The Cumberland Police Department and Street Department have reviewed this request and have advised that they have the ability to provide support for the event.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



The Great Allegany Run
 425 Crestview Drive
 Frostburg, MD 21532
 301-268-2256

July 8, 2016

Mayor Brian Grim and City Council Members
 57 N. Liberty Street, P.O. Box 1702
 Cumberland, MD 21501-1702

RE: 2016 Great Allegany Run

Dear Mayor Grim and City Council Members:

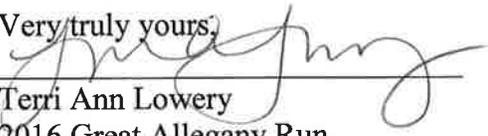
The Queen City Striders request your approval of the enclosed Special Events Permit to hold the 2016 Great Allegany Run (GAR) on Saturday, October 1, 2016. Although this is my first year as Race Director, our plan is to conduct the GAR in the same manner as last year's event – except, without the rain! Race proceeds will be donated to Allegany County Habitat for Humanity. We are also planning to have a great after-party on the Mall.

This will be the 35th running for the GAR. It has become a popular fixture on the regional road racing circuit. We have many local families that participate in the run. It also brings many people from out of the area spend time in Cumberland for the Friday night and Saturday activities. We believe the GAR projects a very positive image of Cumberland and Allegany County and we hope that you will continue your excellent support of the event in 2016 as in past years, including support from hotel-motel funds. The involvement requested of the City Police and Street Departments are the same as last year, and a great crew is in place, quite familiar with the details of the attached plan from over the years.

A “Special Event” permit application and event plan are attached. If this request meets with your approval, please forward it to the City Police Department for further processing. Please call me at 301-268-2256 if you need additional information.

Thanks very much.

Very truly yours,


 Terri Ann Lowery
 2016 Great Allegany Run

Enclosure (1)

copy: Jeffrey Rhodes, City Administrator



Maryland State Highway Administration

Special Event Permit - Data Sheet

Event: Great Allegany Run

Start Date: October 1, 2016 End Date: October 1, 2016

Start Time: 8:00 am End Time: 10:30 am

Purpose/Type: Charity Foot Race

Organizer: Queen City Striders

Contact Person Terri Lowery Daytime Phone: 301-268-2256
and Address: 425 Crestview Drive Evening Phone: same
Frostburg, MD 21532 Email Address: terri@trozzo.com

No. of Participants: 300 No. of Vehicles/Units: _____ Rain/Snow Date: n/a

Proposed Route: Route 36 from Mt. Savage (Masons building) to Downtown Cumberland Mall through the Narrows, Queen City Drive and Harrison Street.
(Written Description)

Will you be occupying all or part of a highway travel lane? No ___ Yes x

Will you be closing all or part of a roadway? No _____ Yes x

If Yes to either of the above, where? With police and VFD assistance, the road will be closed in Mt. Savage briefly until there is room in the bike lane for the runners. Then the road will be closed again at the intersection of Routes 36 and 40 through the Narrows. At Henderson and US Alt 40, the race will use one lane with cone dividers and police support.

Have you requested Local Police assistance?* No _____ Yes: x Number tbd

Have you requested Maryland State Police assistance?* No _____ Yes X Number tbd

*** THE EVENT ORGANIZER IS RESPONSIBLE FOR OBTAINING LOCAL AND/OR STATE POLICE ASSISTANCE ***

CIRCLE THE DISTRICT(S) AND COUNTY(S) YOUR EVENT WILL TAKE PLACE IN

DISTRICT 1 Dorchester / Somerset / Wicomico / Worcester

DISTRICT 2 Caroline / Cecil / Kent / Queen Anne's / Talbot

DISTRICT 3 Montgomery / Prince George's

DISTRICT 4 Baltimore / Harford

DISTRICT 5 Anne Arundel / Calvert / Charles / St. Mary's

DISTRICT 6 Allegany / Garrett / Washington

DISTRICT 7 Carroll / Howard / Frederick

ATTACH THE FOLLOWING

Map of affected routes

Traffic Control Plan (including details on how intersections will be controlled, a detour plan, locations of police officers/volunteers and locations of all traffic control devices, as appropriate)

Other event details _____

(Contact the District Office to determine what, if any, additional information will be required for your event.)

*** Submit completed Data Sheet and Signature Sheet to SHA no later than 60 DAYS prior to your event ***

<http://www.marylandroads.com/Index.aspx?PageId=59>

Item # 10



Maryland State Highway Administration

Special Event Permit - Signature Sheet

EVENT: Great Allegany Run

ORGANIZER'S ACKNOWLEDGEMENT

I/We hereby affirm that the **ORGANIZER** of this **EVENT** and all **PARTICIPANTS** will comply with the Laws of the State of Maryland and any applicable county and municipal statutes and ordinances and will adhere to the terms and conditions set forth in this **PERMIT**. My/Our signature(s) below confirm that the **ORGANIZER** and all **PARTICIPANTS** agree to hold harmless from any liability, incurred by them or to others associated with this **EVENT**, the various governmental agencies providing assistance for this **EVENT**. The **ORGANIZER** may be required to obtain Liability and Property Damage Insurance with limits of at least \$300,000 per incident/\$1,000,000 aggregate.

ORGANIZER: Queen City Striders
PLEASE PRINT NAME

REPRESENTATIVE: Terri Lowery
PLEASE PRINT NAME

SIGNATURE: 
PLEASE SIGN

TERMS AND CONDITIONS

- 1) This **EVENT** shall adhere to the route, number of participants and vehicles (not more than 10% higher than the numbers on this Permit), date(s) and times shown on the attached _____ sheet(s).
- 2) The **ORGANIZER** shall ensure that the approved **TRAFFIC CONTROL PLAN** is followed.
- 3) In the event of winter weather during the event, SHA will require access to all State Highways for weather related operations. This may require cancellation of the event.
- 4) Immediately following the event, the **ORGANIZER** shall clean up all litter, temporary signs and other event materials and return the roadway to a condition equal to or better than its condition before the event.
- 5) Additional stipulations: _____

AGENCY APPROVALS

Before signing and giving approval for your agency, consider the following:

- 1) Ensure you have the approval authority to sign for your agency to commit manpower and resources.
- 2) Ensure you have looked over the entire application package, including the Route Map and Traffic Control Plan. If you identify any problems, have the event organizer address them prior to signing.
- 3) If reimbursement is required, ensure you have mutually agreed upon the amount (in writing) and terms under which payment will be made.

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Maryland State Police: _____
SIGNATURE PRINTED NAME DATE

State Highway Administration: _____
SIGNATURE PRINTED NAME DATE Item # 10

Great Allegany Run

0.0	0.0	▀	Start of route
6.7	6.7	↑	Continue onto US-40 ALT E/National Hwy SW
7.8	1.1	↑	Continue onto N Mechanic St
9.1	1.3	→	R onto W Harrison St.
9.3	0.2	▀	End of route

9.3 miles. +82/-599 feet

2016 Great Allegany Run Traffic/Runner Safety Control Plan

A. Introduction

It is proposed to conduct the 2016 Great Allegany Run very similarly to the setup that has worked well for 30 years. The Great Allegany Run (GAR) consists of three phases that need to be considered for traffic control purposes. These phases are:

1. A 15 kilometer (15K) race that begins at Mt. Savage at 8:00 a.m. About 150 participants are expected.
2. A 5-kilometer (5K) race that begins on Harrison Street near the Smith Building and proceeds as described on the following page. About 150 runners are expected.
3. A Kids Run of about 100 yards length that will be run on the closed off section of South Centre Street and finish at the finish line for the 5K and 15K. The Kids Run would be staged immediately at the conclusion of the 15K and would require the street to remain closed about 15 minutes after the completion of the 15K run.

A course description and a proposed traffic control and runner safety plan are presented below.

B. Route Narrative

The courses are described below for each of the events.

The **15K race** begins near the Lions Park in Mount Savage and the course is shown on the attached sketch, Figure 1. The runners beginning at Mount Savage would require the entire roadway for the first 1.1 miles or so until reaching just north of the intersection of MD 36 and 47. At this point, traffic cones are used to mark a path about 8 feet wide in the southbound shoulder of MD 36 leaving room for traffic in the normal travel lane and runners are on the shoulder.

The race requires closure of the westbound lane of U.S. 40 Alt through the Narrows from the intersection of MD 36 at U.S. 40 Alt to the intersection with Henderson Avenue. From the intersection with Henderson Avenue, the course proceeds along the left side of Mechanic Street to the intersection with Queen City Drive. A runner's lane would be marked with traffic cones, permitting a single lane of traffic on Mechanic Street.

The runners turn left onto Queen City Drive and cross over to the right side of Queen City Drive at the intersection with N. Centre Street and use a cone-marked lane along the right side of Queen City Drive to the intersection with Harrison Street. The course turns right onto Harrison Street, using the right hand lane, and proceeds through the South George Street intersection and turns right onto South Centre Street. The course uses all of South Centre Street to the finish line near the Mall.

The **5K race** begins at the west edge of the Smith Building on Harrison Street (in front of Queen City Creamery) and the course is shown on the attached sketch, Figure 2. The course proceeds west on Harrison Street, turns north on South Centre Street, right on Frederick Street, and into the shopping center lot from the entrance on Frederick Street. The course proceeds straight

through the lot in front of the shopping center stores and enters South George Street. The course proceeds south along South George Street, turns left onto Harrison Street and from that point on is completely out and back along the 15K course. The turn-around point is on Mechanic Street, just short of the intersection of Mechanic Street and North Centre Streets. The return leg of the race is exactly the same as the 15K course and does not include the loop around the shopping center.

The one-mile walk is on the downtown mall. The **Kids Run** begins on South Centre Street near the intersection with Union Street and proceeds north approximately 100 yards to the finish line of the 5K and 15K races.

C. General Provisions for Traffic Control and Runner Safety

It is proposed to control traffic and protect the safety of the participants by the general provisions presented in this Section. A detailed list of assignments for all the traffic/runner interface points along the course is presented in Section D.

1. The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.
2. Law enforcement officers would be positioned at key intersections to control traffic flow. These key intersections are designated in the Traffic and Runner Safety Plan, Section D.
3. In addition to law enforcement officers, a combination of Cumberland Street Department employees, and volunteer course sentries would be stationed along the course to help control traffic, increase course visibility, and to provide information to motorists.
4. In order to cause the least possible inconvenience to the public, the GAR planners would inform the general public about the race through radio announcements and newspaper articles. In addition, businesses and residents on the race route would be mailed a race announcement during the week preceding the race.
5. As has been the City Police Department practice for past GARs, it is asked to have parking banned and cars removed from the race portions of Mechanic Street, from Queen City Drive between Mechanic Street and North Centre Street, and from South Centre Street between Harrison Street and Dexter Place.
6. A lead and trailing vehicle would accompany the 15K runners.
7. It is requested that a motorcycle mounted City Police Officer lead the 5K.
8. Traffic will be temporarily stopped on MD 36 in Mt. Savage for the start of the 15K race.

9. Westbound traffic would be halted through the Narrows at about 8:20 a.m., depending on the approach of the lead runners. To limit the time that traffic will be restricted because of the race, this portion of the course will be closed to runners and reopened to traffic at 9:30 a.m. or whenever the official end vehicle comes through, whichever occurs first. The remainder of the racecourse would be closed to runners and reopened at 9:45 a.m., or whenever the official end vehicle comes through, whichever occurs first.
10. All course sentries will remain at their assigned positions until the course is officially closed as stated in the previous item.
11. South Centre Street would be closed to vehicular traffic from Harrison Street to Frederick Street from about 7:55 a.m. until approximately 9:45 a.m.
12. In addition to the blockage of South Centre Street noted in the previous section, the start of the 5K race would require traffic control along Frederick Street, through the shopping center lot, and along South George Street at the beginning of the race only. The last runner would complete this section in about 5 minutes and no further traffic control would be necessary on this portion of the course since the runners will not use this route on the way back to the finish line.
13. Traffic cones and/or barriers would be used to block certain side streets coming into the race lane on Mechanic and South Centre Streets.
14. The Mountain Radio Club will provide coordinating communications on race day.
15. Medical emergency teams from Mt. Savage, Corriganville, Ellerslie, LaVale, and Cumberland, as well as Western Maryland Health System, will be informed of the race details. Emergency medical aid would be provided on the course and at the finish line.
16. Water would be provided at 2-mile intervals on the course.

D. Proposed Specific Traffic Control/Runner Safety Plan

The following attachment has been prepared to list all of the intersection and runner/traffic interface points on the course for the 15K, 5K, and 2 Mile Walk. The plan lists each intersection and place of business on the route and indicates who will be implementing traffic control measures at each of these points. The abbreviations used are:

ACSO	Allegany County Sheriff's Office
CCP	Cumberland City Police
CSD	Cumberland Street Department
MSP	Maryland State Police
V	Volunteers

This plan will be revised to reflect any changes made prior to the race.

Special Event Checklist, Great Allegany Run, Saturday, October 1, 2016

Terri Lowery, 425 Crestview Drive, Frostburg, MD 21532 301-268-2256

1. The Great Allegany Run (GAR) consists of three events that need to be considered for traffic control purposes. All begin at 8 a.m. A 15 kilometer (15K) race begins in Mount Savage on Mount Savage Road (MD 36) by the Kemp Masonic Lodge. About 100 participants are expected. Participants proceed down MD 36. This road is temporarily closed in Mt. Savage from 8:00-8:10 a.m. with cooperation from the Allegany County Sheriff's Office (ACSO) and the Mount Savage VFD. Participants then move to the southbound shoulder with cones delineating the running area from the normal travel lanes for the remainder of the way to the Narrows. A five-kilometer (5K) race begins on Harrison Street near Queen City Creamery (the Smith Building). About 100 runners are expected and this event is entirely within Cumberland. The one event that is later is a kids run of about 100 yards length that will be run on the closed off section of South Centre Street and finish at the finish line for the 5K and 15K. The Kids Run is to be staged immediately at the conclusion of the 15K. We work with Cumberland Police with the street remaining closed about 10 minutes after the completion of the 15K run.
2. The diagram in (3) shows intersections along the routes and coverage at these points, which is made up of law enforcement officers, VFDs, and volunteers in Class 2 reflective vests. The Event Director distributes a packet to businesses and churches along the course and to explain the possible interaction points and parameter of times the runners go through along the course.
 - a. Impact is minimal as event passes through quickly, but at the same time all businesses/churches receive a flyer explaining the event with director's number to call for more questions (attached). Many of the residents come out to watch and have offered to help out as well.
 - b. See (2a) above
 - c. See (2a) above
3. Map, updated in 2011 with new USATF certification, is attached.
 - a. There is one signalized intersection outside of the Cumberland city limits – at the intersection of MD 36 & US 40 Alt, which is manned by the Maryland State Police. The Great Allegany Run director meets several times annually with officials leading up to event.
 - b. Participants park in the Holiday Inn lot (the host hotel which is where registration is held) and are bussed up to Mount Savage. There is ample parking in the Kemp Lodge Masonic lot for participants and buses. Cumberland Police and Cumberland Street Department restrict parking along Mechanic Street, North Centre Street, and from South Centre Street between Harrison Avenue and Dexter Place (This is just off the downtown Cumberland Mall, at the finish of the race.).
 - c. Traffic is one-way (closed westbound) through the Narrows (from Henderson Ave. to the MD 36 at US 40 Alt intersection), with City of Police directing detoured traffic at Henderson Ave. and the MSP directing traffic at the MD 36 @ US 40 Alt intersection. A public announcement is sent to all local media outlets with closings listed. This is printed annually

in the Times-News and is broadcast on radio stations (iii). (i) and (ii) are under direction of City Police. As to (iv):

The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.

Position	Location	Purpose	Assigned
1	MD 36 in Mt. Savage	Stop traffic at beginning of race and coordinate road closure with officer on Rt. 36 at Melody Manor.	Mt. Savage VFD
2	Iron Rail St. & Mt. Savage Road	Keep cars from coming out onto course near start time.	Mt. Savage VFD
3	M & R Market	Keep cars from coming out onto course near start time.	V
4	Curve near Holly Gardens	Provide visibility around curve, warn runners/cars	V
5	Woodcock Hollow Road	Advise drivers not to go north on 36 after 7:50, hold all runners while runners pass.	V
6	The Manor	Hold traffic for race start	ACSO
7	The Manor	Direct runners into bike lane	V
8	Intersection @ MD 36 & 47	Direct traffic	VFD
9	Along inside curve between miles 2-3.5	Keep runners in bike lane	V
10	Porter Town Road, North Intersection	Provide motorist information and course visibility	V
11	Porter Town Road, South Intersection	Provide motorist information and course visibility	V
12	Richfield Avenue	Provide motorist information and course visibility	V
13	Kreigbaum Road @ just past Ford's Crossing	Provide motorist information and course visibility	V
14	Sheetz Store	Direct traffic on MD 36 intersection	MSP
15	Intersection, MD 36 & 35	Direct traffic	MSP
16	Cash Valley Road	Provide motorist information and course visibility	V
17	Rock Cut Road	Provide motorist information and course visibility	V
18	Timbrook Lot	Provide motorist information and course visibility	V
19	Super Shoes	Provide motorist information and course visibility	V

20	Toyota Dealer	Provide motorist information and course visibility	V
21	Collins Oldsmobile	Provide motorist information and course visibility	V
22	Shaffer Ford	Provide motorist information and course visibility	V
23	Cumberland Valley Motors	Provide motorist information and course visibility	V
24	Diamond Shine Car Wash	Provide motorist information and course visibility	V
25	Guardian Auto Glass	Provide motorist information and course visibility	V
26	Enterprise Rental Car	Provide motorist information and course visibility	V
27	Timbrook's Kia Lot	Provide motorist information and course visibility	V
28	Intersection, MD 36 & US 40 Alt	Direct traffic	MSP
29	Entrance to Locust Grove	Provide motorist information and course visibility.	V, MSP
30	Fruit Bowl	Provide motorist information and course visibility, advises drivers not to turn west on Rt 40 after 8:20.	V
31	Fruit Bowl	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
32	Personal Best	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
33	2, Klimes Restaurant	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
34	Lukoil	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
35	2, Amoco Station	Direct traffic, advise cars not to go west on Rt 40 after Police close westbound lane.	CSD
36	Mechanic St. & Henderson Ave.	Direct traffic, provide motorists with information on detour	CPD
37	Southern States entrance	Provide motorist information and course visibility.	V
38	Mechanic St. & N. Centre St.	Direct traffic	CPD
39	Mechanic St. & Franklin St.	Provide motorist information and course visibility.	V
40	Canada Place at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
41	Brooklyn Place at Mechanic St.	Same as 38.	V
42	Pioneer Place at Mechanic St.	Same as 38.	V

43	Pear St. at Mechanic St.	Same as 38.	V
44	Hampton Place at Mechanic St.	Same as 38.	V
45	Crescent Place at Mechanic St.	Same as 38.	V
46	Beverly Place at Mechanic St.	Same as 38.	V
47	Entrance to El Jinete restaurant location off Mechanic St.	Provide motorist information and course visibility.	V
48	Valley St. & Mechanic St.	Direct traffic.	CPD
49	Euclid Place	Move cones into street and inform motorists that the street is closed by order of the CPD	V
50	Eutaw Place	Move cones into street and inform motorists that the street is closed by order of the CPD	V
51	Smith St. at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
52	Bow St. at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
53	Moore's Upholstry	Provide motorist information and course visibility.	V
54	Mechanic St. & Queen City Drive	Direct Traffic.	CPD
55	N. Centre St. & Queen City Drive	Direct Traffic.	CPD
56	Methodist Church entrance onto Queen City Drive	Provide motorist information and course visibility.	V
57	Bedford St. & Queen City Drive	Provide motorist information and course visibility.	V
58	Frederick St. & Queen City Drive	Direct Traffic	CPD
59	Rose's Lot Entrance	Provide motorist information and course visibility.	V
60	McDonald's Lot exit onto Queen City Drive	Direct Traffic	CPD
61	Baltimore Ave & Queen City Drive	Direct Traffic	CPD
62	Holiday Inn lot entrance on Queen City Drive	Provide motorist information and course visibility.	V
63	Queen City Drive & Harrison St.	Direct Traffic	V
64	S. George St. & Harrison St.	Direct Traffic	CPD
65	Alley at rear of Elk's, across from 1 st United Bank.	Provide motorist information and course visibility.	V
66	Anton's lot entrance	Provide motorist information and course visibility.	V
67	S. Centre St. & Harrison St.	Direct Traffic	CPD
68	S. Centre St & Union St.	Direct Traffic	CPD
69	S. Centre St. & Dexter Place	Street Blocked	CPD

70	Baltimore Street & Mechanic St	Direct traffic for walk.	CPD
71	Baltimore St & Canal St.	Provide motorist information and course visibility.	V
The following are needed at the start of the 5K only.			
72	Frederick St. & S. Centre St.	Direct Traffic	CPD
73	Plaza Lot entrance off Frederick St.	Direct runners into Value City lot.	V
74	2, Plaza lot	Provide motorist information and course visibility.	V
75	S. George St. & Baltimore Avenue	Provide motorist information and course visibility.	V
76	Union St. & S. George St.	Provide motorist information and course visibility.	V
77	Harrison St . & S. George St.	Direct runners onto Harrison St.	V

4. There are four water tables set up along the route. The water stops at mileposts 2 and 4 are located very near the milepost signs which are marked on the road. Mile 2 is manned by local volunteers and is just past the MD 47 intersection. The station at 4, also with local volunteers, is just past Ford's Crossing. The station at mile post 6 is near the Diamond Shine car wash. The milepost 8 station is on the sidewalk beside El Jinete Mexican restaurant. These are both manned by Frostburg State University volunteer clearinghouse (depending on numbers we sometimes consolidate from 4 to 3 stops). We will recycle the appropriate portions of our waste stream and report to SHA on the amount of material recycled. Volunteers are instructed to pick up discarded cups and put in trash bags. They leave bagged trash and any unopened water and left-over clean cups in a separate trash bag at the table where it is picked up by deputy director of GAR later that morning. Footprint is one table with volunteers handing out water alongside and they wear gear for their program, with safety vests mandatory.
5. There are no designated spectator locations. For the most part, people watching do so from their homes. Advance announcement is via media (print and broadcast) as to the hazards and mitigation plan for this event.
6. 400 cones are rented from Montgomery County Road Runners Club. These are placed from Mt. Savage to Cumberland by race director and deputy director starting at approx. 5 a.m. race morning and removed later that same morning. City of Cumberland places all cones within city limits for 5K and portion of 15K in Cumberland, and they are removed immediately after the race. Additionally, we will be purchasing approved Special Event warning signs to follow the 2009 MUTCD, which states that a "Well-designed TTC plan for planned special events will likely be developed from a combination of treatments from several of the typical applications." (Chapter 6G.01 Paragraph 03). GAR director will work with Maryland SHA on approved Special Event Warning signage, and if needed, in combination with a PCMS or other applicable standards.
7. All detour plans are conducted by the City of Cumberland. In Mount Savage, traffic is held briefly by the Allegany County Sheriff's Office with volunteer fire department on hand as well.

8. Mountain Radio Club is stationed all along course and police are first responders. In case of emergency, whether for participants or others, we are able to respond promptly thanks to the support of the radio club, VFDs, and police.
9. Great Allegany Run works closely with City of Cumberland Police and Maryland State Police for these locations that require police assistance. GAR is responsible for any additional costs that are borne of this assistance.
 - a. Exact locations are listed in (3c) above. In our meetings with the police will determine officers and exact numbers, but I expect it to be very similar for 2013 to past years.
 - b. Queen City Striders has approximately 50 volunteers who are assigned to locations throughout the race and at finish. They are released from their location when the last runner has passed, with accompanying trailing vehicle. We also request any overtime costs be estimated and we follow up with these entities soon after the race, both for any costs and for advice on future events. All volunteers are provided with reflective safety vests.
 - c. We are requesting the same support from the State Highway Administration as in past years and I welcome the opportunity to meet with SHA personnel in September directly to go over whether this continues or if we request MSP and others who we have worked with at those points. Cost estimates can be provided at this meeting as well.
 - d. Primary contact is Bob Platt, Race Day Director, at 571/216-8993, other day-of emergency contacts include: Paul Yockus (Mount Savage support) 240/205-4228; Radio Club, 301/723-0305
 - e. We do not use "leap-frog" approach as that would contribute to event traffic. We have officials who are dedicated to the start or to water stops, others who are dedicated to the finish.
 - f. If there are MOUs for this event, they would be initiated by governing bodies such as City of Cumberland. What we provide each year is a Special Events Permit which is signed off by various bodies, as well as a downtown mall permit. This is a non-profit event.
10. Queen City Striders is an organization in good standing with the Road Runners Club of America, which carries comprehensive insurance that protects the event and the organization.
11. Event is held rain or shine. If there is a declaration of emergency whether for weather or other, the Great Allegany Run is in close contact with all media outlets toward this announcement.



Regular Council Agenda
August 2, 2016

Description

Letter from the City Administrator advising that, with regard to Ordinance No. 3805 authorizing the closure of a portion of Willison Place (a.k.s. 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

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



CITY OF CUMBERLAND MARYLAND

July 12, 2016

Marjorie Wooding
City Clerk
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Dear Ms. Woodring,

With regard to Ordinance No. 3805, passed July 5, 2016, providing for the closure of a portion of an alley known as Willison Place (a.k.a. Willison Alley, f.k.a. Wine Alley and Weyand's Alley) located adjacent to the northwest side of Maryland Avenue, please be advised that on July 12, 2016, I did personally visit the site for the purpose of assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

The only abutting property owner on either side of the portion of closed alley is Sean B. D'Atri. As a result of my assessment, I have determined that there are no damages caused to Mr. D'Atri as a result of this closure. Furthermore, there is no apparent added benefit to Mr. D'Atri, but any added value to the property will be formally determined by the Maryland Department of Assessments and Taxation.

Respectfully,

Jeffrey D. Rhodes
City Administrator

MAYOR

BRIAN K. GRIM

COUNCIL

NICOLE ALT-MYERS
SETH D. BERNARD
DAVID J. CAPORALE
RICHARD J. CIONI, JR.

CITY ADMINISTRATOR

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CITY CLERK

MARJORIE A. WOODRING



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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