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

AGENDA

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

DATE 12/15/2015

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of a Certificate of Recognition to the Fort Hill Football Team for capturing the school's third straight Class 1A Maryland State Football Title

(B) Presentation from Courtney Thomas, Executive Director of the Allegany County HRDC, on the Bridges to Opportunity Program

III. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for November, 2015

(B) Public Works

1. Engineering Division monthly report for November, 2015

2. Maintenance Division monthly report for November, 2015.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of October 20, 2015

2. Approval of the November 19, 2015 Traffic Meeting Minutes

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of October 20, 2015

V. PUBLIC HEARINGS

(A) Public Hearing - to receive comment on the proposed amendment to Chapter VIII of the Cumberland 2013 Comprehensive Plan, entitled "Economic Development and Revitalization"

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd reading)* - authorizing the issuance and sale of $2,500,000 in General Obligation Bonds to be used for the public purpose of financing, reimbursing or refinancing costs associated with the Maryland Avenue Redevelopment Project

2. Ordinance *(2nd and 3rd readings)* - authorizing the temporary use of up to $1,746,000 in unexpended proceeds of the City's taxable redevelopment and refunding bonds of 2013 to meet temporary cash requirements related to the Maryland Avenue Redevelopment Project

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order appointing City Administrator Jeffrey D. Rhodes as Acting Comptroller for the City of Cumberland, effective Wednesday, December 16, 2015

2. Order authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY16 in the amount of $7,300 for police overtime, concentrating on Aggressive and Distracted Driving along with DUI and Seat Belt Enforcement. It also provides for equipment purchase in support of this initiative.

3. Order appointing Steven Leyh as the City's representative to Canal Towns Partnership.

4. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael F. Smith and Melissa L. Smith regarding property at 501 Maryland Avenue has been fully paid

5. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Alexander Barnes, Jr. and Kiea T. Barnes regarding property at 507 Maryland Avenue has been fully paid

6. Order authorizing the City Administrator to execute Change Order No. 1 to the current contract with Hickes Associates, Inc. for the"Sodium Hypochlorite Conversion Project" (5-13-WFP) in the increased amount of $21,051.32, and adding Zero calendar days to the current contract

7. Order authorizing the City Administrator to execute Change Order No. 1 to the "East Side School Demolition" project with Ritter and Paratore Contracting, Inc. in the increased amount of $15, 483.00 and adding Zero calendar days to the the current contract

8. Order accepting the proposal of Whitman Requardt and Associates to provide engineering services for Phase 3 of the Evitts Creek CSO Upgrades (01-10-WWTP) as an extension of the current contract to complete the CSX Rail Yard Sewer Rehabilitation Project in an amount not to exceed $177,690 plus additional costs for CSX permits, training, applicable insurance, CSX required flagging, and CSX review fees

9. Order approving appropriations and transfers for fiscal year 2014-2015

(B) Letters, Petitions

1. Letter from the MD Department of Natural Resources advising that the MD Board of Public Works has approved the City's request for Community Parks and Playgrounds funds regarding Constitution Park Pool Improvements

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

IX. ADJOURNMENT

Regular Council Agenda
December 15, 2015

Description

Presentation of a Certificate of Recognition to the Fort Hill Football Team for capturing the school's third straight Class 1A Maryland State Football Title

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 15, 2015

Description

Presentation from Courtney Thomas, Executive Director of the Allegany County HRDC, on the Bridges to Opportunity Program

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 15, 2015

Description
Fire Department monthly report for November, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

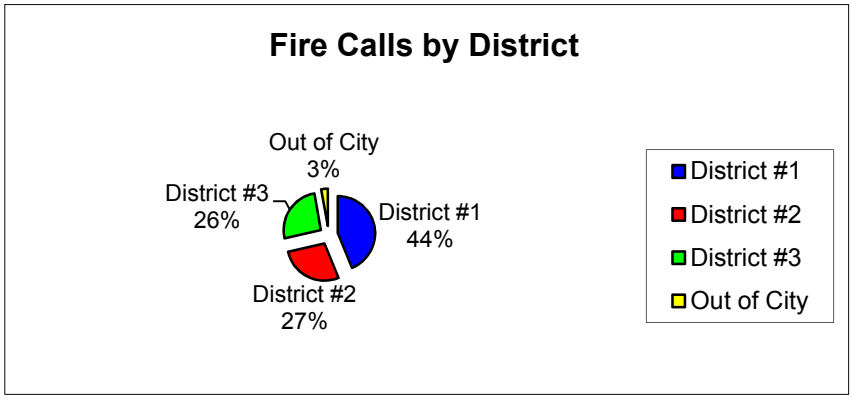
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF NOVEMBER, 2015
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 105 Fire Alarms:

Responses by District:	
District #1	46
District #2	29
District #3	27
Out of City	3
	105



Number of Alarms:	
First Alarms Answered	104
Working Alarms Answered	1
	105

Calls Listed Below:

Property Use:	
Public Assembly	4
Educational	2
Institutional	8
Residential	50
Stores and Offices	9
Industrial, Utility	0
Manufacturing	1
Storage	1
Special Properties	30
	105

Type of Situation:	
Fire or Explosion	8
Rescue Calls	46
Hazardous Conditions	13
Service Calls	7
Good Intent Calls	12
False Calls	19
	105

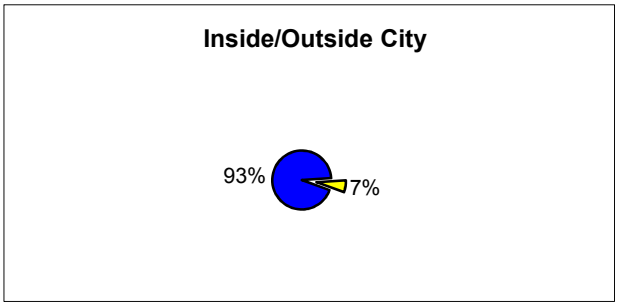
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in November:	$8,750.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$14,610.00
Fire Service Fees for Fire Calls Paid in November:	$1,330.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$1,790.00
Total Fire Service Fees Paid in FY2016:	$2,710.00

Fire Service Fees for Inspections and Permits Billed in November:	$400.00
Fire Service Fees for Inspections and Permits Paid in November:	$300.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$500.00

Item # 3

Cumberland Fire Department Responded to 457 Emergency Medical Calls:

In City Calls	427
Out of City Calls	30
Total	457



Total Ambulance Fees Billed by Medical Claim-Aid for November:	$139,010.50
Ambulance Fees Billed Fiscal Year to Date:	$464,787.96
Ambulance Fees Paid: Revenue Received in November:	$86,383.29
FY2016 Ambulance Fees Paid in FY2016:	$328,188.27
Total Ambulance Fees Paid in FY2016:	$478,396.65

(Includes all ambulance fees, previous and current fiscal years, paid in FY2016.)

Cumberland Fire Department Provided 14 Mutual Aid Calls:

13	Mutual Aid Calls within Allegany County
1	Mutual Aid Calls outside of Allegany County
14	

Corriganville VFD	1
Cresaptown VFD	4
District #16 VFD	4
Flintstone VFD	1
Frostburg Ambulance	1
Oldtown VFD	1
Tri-Towns Rescue Squad	1
Hyndman Rescue Squad	1
	14

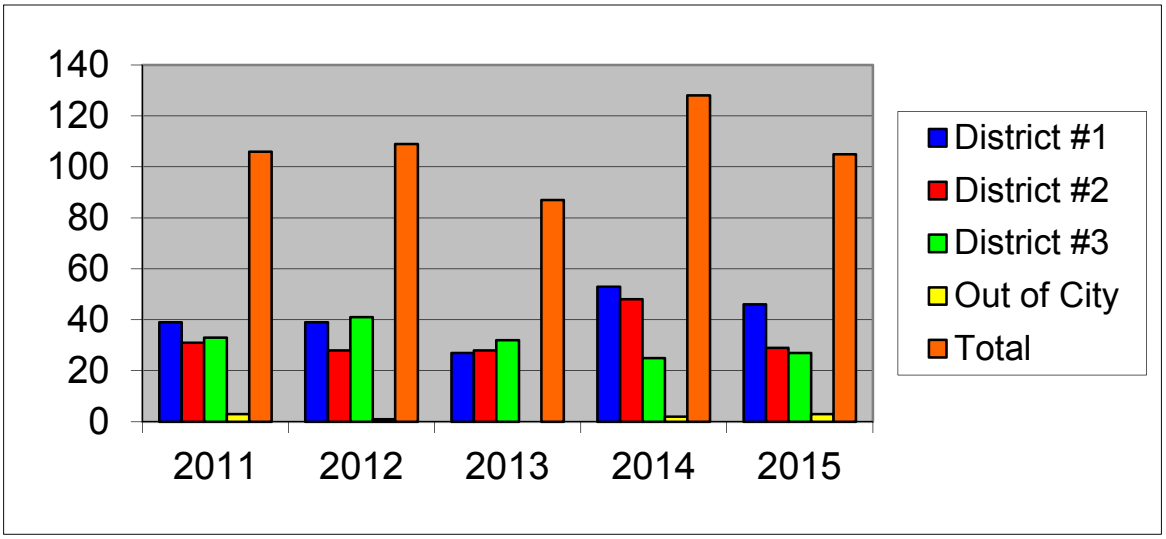
Cumberland Fire Department Provided 16 Paramedic Assist Calls:

12	Paramedic Assist Calls within Allegany County
4	Paramedic Assist Calls outside of Allegany County
16	

Bowman's Addition VFD	3
Cresaptown VFD	4
District #16 VFD	1
Flintstone VFD	1
George's Creek Ambulance	1
LaVale Rescue Squad	1
Oldtown VFD	1
Ridgeley VFD	3
Wiley Ford VFD	1
	16

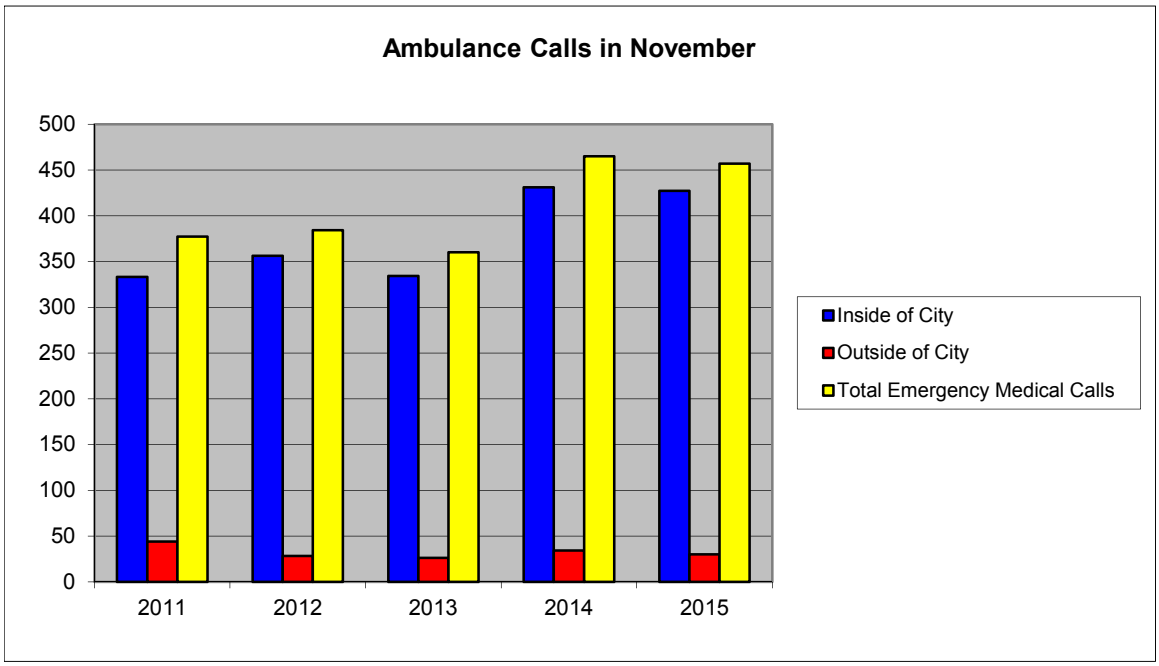
Fire Calls for the Month of November for a Five-Year Period:

	2011	2012	2013	2014	2015
District #1	39	39	27	53	46
District #2	31	28	28	48	29
District #3	33	41	32	25	27
Out of City	3	1	0	2	3
Total	106	109	87	128	105



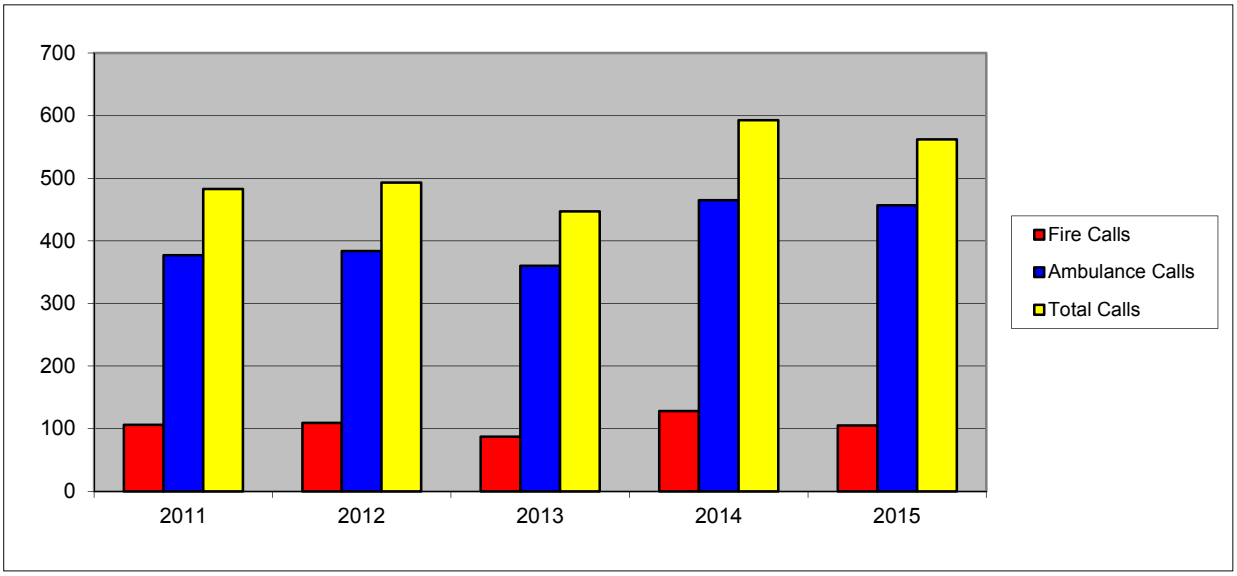
Ambulance Calls for the Month of November for a Five-Year Period:

	2011	2012	2013	2014	2015
Inside of City	333	356	334	431	427
Outside of City	44	28	26	34	30
Total Emergency Medical Calls	377	384	360	465	457



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

	2011	2012	2013	2014	2015
Fire Calls	106	109	87	128	105
Ambulance Calls	377	384	360	465	457
Total Calls	483	493	447	593	562



Training

Training Man Hours:	46.00
Training Listed Below:	
Sexual Harassment Policy	2.00
Risk Management	3.00
Inservice Inspections	14.00
BLS Pharmacology	3.50
Physical Fitness	11.00
FireHouse Reporting System	12.50
	46.00

Fire Prevention Bureau

Complaints Received	5
Conferences Held	43
Correspondence	12
Inspections Performed	12
Pre-Plans	7
Investigations Conducted	5
Plan Reviews	2

Personnel

Captain Samuel I. Wilson was promoted to Battalion Chief effective November 23, 2015. He filled the vacancy created due to Robert Long's retirement.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
December 15, 2015

Description
Engineering Division monthly report for November, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						November 30, 2015	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** Burgmeier's Hauling provided a list of areas that are lacking participation in the curbside recycling program. City staff have requested the assistance of volunteers from FSU to conduct focused outreach via door to door 2016 calendar distribution in these areas.	RJK	30-Nov-15
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program	Regulatory	**UPDATE** Quarterly reports were received Oct 20. CSX received a Notice of Violation (NOV) for TKN for the 3rd Quarter of 2015. Monthly sampling has been required of CSX starting December 2015. Next report due January 20.	RJK	30-Nov-15
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**NO CHANGE** Engineering staff are in the process of tracking new connections issued over 2015 for the submittal of the semi-annual report that is due January 10, 2016. Engineering continues to work with other Department's staff regarding future proposed connections. The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units).	RJK	30-Nov-15
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** The recreation subcommittee of the steering committee has been getting inquires about additional access of Evitts Creek Water Company property for disabled individuals as well as mountain bikes.	PTE	30-Nov-15
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Tree removal contract out/awaiting start date. Planted street and park trees with assistance of Maryland Conservation Corps. Corbin Swanger, Forestry/Horticultural Assistant is providing help to the Natural Resources Specialist. Commission is looking at projects for next year.	PTE	30-Nov-15
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** The Forest Management Plan is in the analysis and writing stage.	PTE	30-Nov-15

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2015	
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	**No Change** - Allegany County Tourism has take the lead role in this project. A meeting to review this project has been scheduled for August 14, 2014 and another meeting will be schedule to review it at a Mayor and City Council Meeting in September.	JDF	8/4/2014
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Funding	**UPDATE -** The design work on this project is nearly complete but has been delayed because of other Department work. Our current plan is to finalize plans in December and bid the project in January 2016 for construction in the summer of 2016.	JDF	11/5/2015
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	MDE visited the site on October 1 and indicated that the basketball court could be included in the funding for this project. It appears possible that this project will be funded next FY. This project is now eligible for BRF Funding in FY'2017.	JDF	10/5/2015
2011	24-11-W	Water Line Extension From MD 144 to Ali Ghan Shrine Club	Add water line supply as part of a proposed Love's Country Store Development.		**UPDATE** - This project is now complete, but will remain in our report until Love's is complete and we receive as-built drawings.	JDF	10/5/2015
2011	25-11-SWM	25-11-SWM Love's Country Store and Travel Stop	SWM review for a proposed development	Construction	Construction continues in the Sleep Inn area of the site. The majority of the facility has been given the occupancy permit, though, and is open for business. Awaiting SWM as-built documentation.	PJD	11/30/2015
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction	**UPDATE** - Some minor work remaining, and SHA closeout paperwork to process. The State also inspected the project for ADA compliance and found some issues that will need to be addressed.	JDF	11/5/2015
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Design	Center Street paving was included in CDBG funding package. The current plan is to mill and pave Centre Street and Valley Street under the IA Contract, then to install pavement markings and signs along with the Frederick Street / Bedford Street Bike Improvement Project. CDBG Funding and NEPA review has to be completed. CDBG Funds won't be approved until November, so this project will have to be put until spring of 2016.	JDF	10/5/2015
2012	19-12-M	Demolition of Memorial Hospital	Demolish the site and restore to grade contours, except for portions of structures that are going to be turned over to other entities for their use.	Construction	Contract is complete except for removal of S & EC devices. Awaiting as-built data.	PJD	11/30/2015
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**NO CHANGE** - Specifications 90% complete. Design drawings approximately 60% complete.	PJD	11/30/2015
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Final SWM submittal and O & M agreement approved.	PJD	11/30/2015

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects							November 30, 2015
2013	5-13-WFP	Sodium Hypochlorite Conversion	Investigate feasibility of converting from usage of chlorine gas to sodium hypochlorite.	Construction	System testing/start-up complete. WFP personnel will operate the system with water to familiarize themselves and correct any faults that may arise. As soon as the WFP receives the operating permit, use of Hypo will begin in earnest.	PJD	11/30/2015
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Design	State has requested some revisions, but in general the plans are approved and we need to bid the project. Paving is planned for November on Frederick Street, which will allow for better lane markings near Decatur Street, but the actual installation in not expected until warmer weather next year.	JDF	11/5/2015
2013	21-13-BR	West Side Planning Study related to CSX Bridges	A planning study to determine the best alternative to handle traffic over and under CSX track in the West Side and also provide modern clearance over CSX tracks.	Planning	**UPDATE** - A brief presentation of the study will be made a Mayor and City Council Meeting in the future (November 17,2015).	JDF	11/5/2015
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	**UPDATE-** Preliminary plans and more discussion expected in October 2015.	JDF	10/5/2015
2014	10-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Design	Work began in October in conjunction with a project at Canal Place. The project is funded by Maryland Bikeway Grant Funds and the City will be invoiced directly, then request reimbursement from Maryland SHA. Authorization is needed	JDF	11/5/2015
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Site survey underway. Reference drawings provided to EADS.	PJD	11/30/2015
2014	17-14-M	Demolition of East Side School		Construction	Work complete. Awaiting MDE review and permission to remove S&EC devices	PJD	11/30/2015
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	**NO CHANGE** - Final SWM submittal and O & M agreement approved.	PJD	11/30/2015

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects							November 30, 2015
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	The Design Report from Alta Planning + Design is expected to be submitted in draft form in July. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed. A brief presentation on this project will be made at a Mayor and City Council Meeting in the Future. That presentation has not yet been scheduled.	JDF	11/5/2015
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**NEW UPDATE** Two lighting projects were chosen as energy reduction projects: City Hall lighting retrofit and Municipal Service Center lighting retrofit. These two projects are being submitted to MEA for approval before going out for procurement. The City has until June 2016 to complete the projects and expend the MEA grant funds.	RJK	11/30/2015
2015	6-15-SWM	Lee Street Parking Lot	New parking lot for a business located at 300 Washington Street	Construction	Complete. This will be the last status report for this project.	PJD	11/30/2015
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	Allegany County has approved the project and they will manage the MDOT funds for the work. The RFP for the Study was read to go out, but it appears that Canal Place is working on a similar project so it is hoped that the two projects can be merged into one project that will be done by Canal Place with input from the City, County, Chamber, and Corps of Engineers. This project will remain on our list until we know how it will be done.	JDF	10/5/2015
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Planning	**NO CHANGE** -SWM Site Development approved	PJD	11/2/2015
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	**NO CHANGE** - Awaiting Site Development Plan submittal	PJD	11/30/2015

Item # 4

John:

Here is my planning staff activities report contribution for the month of November 2015. Please be advised that I was on vacation during the week of Thanksgiving. If you should have any questions, please let me know. Thanks.

2013 Comprehensive Plan Implementation – Reviewed and updated status of plan implementation initiatives.

Cumberland Bicycle Advisory Committee – Attended the November 12 CBAC meeting. Prepared and distributed to the members a meeting summary for the November 12 meeting. Canceled the December 10 CBAC meeting, due to the winter meeting schedule. Helped obtain a parcel map for a potential skatepark site adjacent to Constitution Park.

Subdivision/Site Plan Reviews - Secured approval signatures for the Hampton Inn Site Plan (SPR 80) and distributed copies of the approved plan. Responded to an inquiry regarding a proposed lot line adjustment between adjoining properties on Frederick Street. Consulted with the consulting engineer for the Roy Rogers redevelopment project regarding status of project submission. Discussed with the Code Administrator variance requirements for a proposed property subdivision for the Medical Marijuana facility that would divide a building in half within the I-G Zone.

Zoning Amendment Petitions – Prepared and finalized a PC staff report for ZTA 15-01, the proposed Boarding Houses Zoning Text Amendment. Established a public inspection file folder for the amendment.

Planning Commission Administration – Prepared a draft agenda for the December 14 Planning Commission Meeting. Confirmed a quorum for the meeting. Advised Rhonda DeVault of the upcoming Planning Commission meeting schedule for the preparation of past meeting minutes.

Board of Appeals Administration – Met with the project engineer for the Roy Rogers redevelopment project on November 2 to review and determine that the proposed setback variance qualifies for administrative review and determination. Canceled the December 2 and 16 BOA meetings due to a lack of agenda items. Responded to questions from the Roy Rogers project engineer regarding submission requirements for an administrative variance. Responded to questions from the Sleep Inn sign consultant regarding scheduling dates for a sign variance.

MDP/MML Coordination - Responded to an MML inquiry regarding Cumberland's zoning treatment of solar panels. Participated in a November 13 Rural Growth Task Force teleconference. Reviewed and provided comments on the draft minutes from the November 13 teleconference.

Annexation Petitions – No work was conducted on this task during the month of November.

Street Closure/Naming Petitions – No work was conducted on this task during the month of November.

Economic Development – Attended the November 3 Heritage Association meeting. Prepared a Mayor and Council public hearing legal ad for the draft Economic Development Chapter amendment for the 2013 Comp Plan. Provided a copy of the legal ad to the City Clerk for publication in the Times-News and posted a copy in City hall. Prepared a Powerpoint presentation on the Economic Development Chapter Plan Amendment for the December 15 Mayor and Council public hearing and forwarded it to the City Administrator.

General Transportation Issues/Projects – Reviewed and commented on a draft letter to Senator Cardin regarding the U.S. Highway 220 upgrade for the Mayor's signature. Discussed the city's recommended functional classification changes in the 2013 Comp Plan with MDOT officials. Coordinated with the City Administrator regarding a meeting to discuss the U.S. Highway 220 upgrade with the Mayor. Reviewed revised preliminary draft materials for proposed December open house on the U.S. 220 project.

Greene Street Complete Street Plan (19-14-M) – No work was conducted on this task during the month of November.

TMDL/Stormwater Management Coordination and Implementation - No work was conducted on this task during the month of November.

Zoning Administration – Responded to a citizen inquiry regarding Conditional Uses allowed in the B-L Zone. Conducted a zoning compliance inspection of 400-402 Pine Avenue with the Code Administrator. Met with the City Administrator, City Solicitor, and Code Enforcement staff on November 10 to review potential zoning violations at 400-402 Pine Avenue. Explained to a prospective home buyer how to determine what zoning district and permitted uses apply to a property. Responded to an inquiry from a purchaser of a downtown residence seeking a code compliance inspection of the dwelling. Responded to an inquiry from AT&T regarding cell towers. Responded to an inquiry from an appraiser regarding permitted use status of an existing business on Greene Street.

Western Maryland Local Government Exchange Board of Directors – No work was conducted on this task during the month of November.

West Side CSX Bridge Study (21-13-BR) – No work was conducted on this task during the month of November.

Miscellaneous Other Activities – Prepared and submitted a Planning Staff activities report for the month of October. Arranged for the winter removal and storage of the National Road Monument flags.

Regular Council Agenda
December 15, 2015

Description
Maintenance Division monthly report for November, 2015.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT

November 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
NOVEMBER 2015

- POTHOLES AND COMPLAINTS
  - Potholed 8 Streets and 3 Alleys using approximately 12 ton of HMA.

- UTILITY HOLE REPAIR
  - 6 Water Utility Hole Repairs & 5 Sewer Utility Hole Repairs using approximately 4 CY of Concrete and 6 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed 2 HC Signs.

- SWEEPER
  - Swept 252 curb miles (approx. 116 cubic yards of debris).
  - Hauled 14 tons of debris from sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 4 Service Request.
  - Began Leaf Pick Up with 65 loads of Leaves.
  - Repaired Baltimore Street Bridge Sidewalks.
  - Cut down and set up Christmas tree.
  - Set up trucks for Snow Removal.

STREET MAINTENANCE - NOVEMBER 2015		11/1-11/7	11/8-11/14	11/15-11/21	11/22-11/28	11/29-11/30	TOTAL
SERVICE REQUEST COMPLETED		1		1	2		4
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY	2					2
UTILITY HOLES REPAIRED	WATER	3		3			6
	SEWER	4	1				5
	CY	3.25		1.00			4
	TONS	1.0	5.0				6
POTHOLES FILLED	STREETS	2		1	4	1	8
	ALLEYS			1	2		3
	DAYS						0
	Cold Mix						0
	TONS	3.5		2.5	5.0	1.0	12
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED							0
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		2					2
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	15	6	8			29
	MILES	111	37	104			252
SWEEPER DUMPS HAULED TO LANDFILL	TONS			13.5			14
SALT BARRELLS - Set out/Re-Fill	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS		1					1
CLEAN SNOW EQUIPMENT	Days		1	1			2
BRUSH REMOVAL/TREE WORK	Days			1			1
Check Drains/Clean Debris	DAYS		2				2
LEAF PICK UP	Loads	17	8	23	12	5	65

11/2-11/5 Baltimore St Bridge Repairs 1.5 cy of concrete

11/18 & 19/15 Christmas Tree

11/23 Haul salt brine

Item # 5

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
NOVEMBER 2015

- Constitution Park
  - Brush and Tree work in the Park

- Mason Complex
  - Turned water off @ complex.

- Field Work
  - In-field work @ Abrams and Flynn
  - Brush & Tree Work @ Abrams.

- Miscellaneous Work
  - Moving Christmas decorations to City Hall.
  - Worked Tree Lighting.
  - Removed flags for winter.
  - Hung Christmas Lights on Virginia Ave.

Fleet Maintenance
November 2015

Total Fleet Maintenance Projects	**65**
Street Maintenance	23
Snow Removal	2
DDC	0
CPD	10
Water Distribution	2
P & R Maintenance	4
CFD	4
Sewer	3
Code Enforcement	0
Flood	0
PIP	0
WWTP	0
Engineering	3
Facility Maintenance	0
Fleet Maintenance	0
Central Services	5
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	9
Field Service Calls	0
Total Work Orders Submitted	**26**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
December 15, 2015

Description
Approval of the Regular Session Minutes of October 20, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: October 20, 2015

***Pledge of Allegiance**

I. ROLL CALL

PRESENT: Brian K. Grim, President; Council Members Seth Bernard and David Caporale

ABSENT: Council Members Nicole Alt-Myers and David Kauffman

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation from Cheri Yost, Chair of the Historic Preservation Commission, to announce the completion of the update of the Preservation District Design and Preservation Guidelines and provide an overview of the project goals and time lines

Cheri Yost, Historic Preservation Commission Chair, and Kathy McKenney, Historic Planner, provided an update on the Historic Preservation Guidelines project. Ms. McKenney advised that a Certified Local Government subgrant from the MD Historical Trust was obtained for the project and the contract was awarded to Johnson, Miriman and Thompson, Inc. The project began in March, 2015 and was complete in August, 2015, on schedule and within budget. Ms. Yost explained the significance of determining the historic context of historical geographic areas of the city and noted that it had been over 30 years cine the City's was last updated. Goals of the project were outlined and finished examples were displayed. New Guidelines will be placed into use on January 1, 2016 and will be electronically available through the City's website.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for September, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman Bernard and was passed on a vote of 3-0.

(B) Fire

1. Fire Department monthly report for September, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman Bernard and was passed on a vote of 3-0.

(C) Administrative Services

1. Administrative Services monthly report for August, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman Bernard and was passed on a vote of 3-0.

(D) Public Works

1. Maintenance Division monthly report for September, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman Bernard and was passed on a vote of 3-0.

2. Utilities Division & Central Services monthly report for September, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman Bernard and was passed on a vote of 3-0.

3. Engineering Department monthly report for September, 2015

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman Bernard and was passed on a vote of 3-0.

IV. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing execution of a deed to transfer 534-536 Columbia Avenue to Nazir Gul for the purchase price of $0.00 and certain contingencies for rehabilitation

Mr. Rhodes advised that Mr. Gul had placed a offer to take over the blighted City-owned property at 534-536 in exchange for undertaking certain improvements to the property and staff recommended the transfer to Mr. Gul.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading was made by Councilman Caporale, seconded by Councilman

Bernard and was passed on a vote of 3-0.

(B) Resolutions

1. Resolution approving the adoption of a policy declaring the Mayor and Council's intent to take a leadership role in reducing electricity consumption within the city, partnering with the Maryland Energy Administration, and enrolling as a Maryland Smart Energy Community

   Mr. Rhodes provided background on the Resolution and Mayor Grim called for questions or comments. Being none, the Resolution was presented in Title only for its first reading. Motion to approve the Resolution was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   RESOLUTION NO. R2015-08

2. Resolution approving the adoption of a policy declaring the Mayor and Council's intent to take a leadership role in renewable energy generation within the City of Cumberland, partnering with the Maryland Energy Administration, and enrolling as a Maryland Smart Energy Community

   Mr. Rhodes provided background on the Resolution and Mayor Grim called for questions or comments. Being none, the Resolution was presented in Title only for its first reading. Motion to approve the Resolution was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   RESOLUTION NO. R2015-09

3. Resolution to approve a project to improve the accessibility and aesthetics of the Historic Downtown Town Center Stage in partnership with the DDC and Main Street Program

   Mr. Rhodes provided background on the Resolution and Mayor Grim called for questions or comments. Being none, the Resolution was presented in Title only for its first reading. Motion to approve the Resolution was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   RESOLUTION R2015-10

4. Resolution to approve a project to create and print a shopping and dining brochure guide for the Main Street District in partnership with the DDC and Main Street Program

   Mr. Rhodes provided background on the Resolution and Mayor Grim called for questions or comments. Being none, the Resolution was presented in Title only for its first reading. Motion to approve the Resolution was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   RESOLUTION R2015-11

(C) Orders (Consent Agenda)

1. Order declaring a 2000 Ford Truck (VIN #1FDAF57F6YED41858) to be surplus equipment and authorizing it for sale or trade-in

   Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6, including a waiver of the formal bidding requirements for Item No. 2, was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   ORDER NO. 25,890

2. Order accepting the bid of Timbrook Ford for the purchase of two (2) 2015 Ford F550 4x4 trucks in the amount of $69,657 each and authorizing the trade-in of a surplus 2000 F550 truck (VIN #1FDAFAF57F4YED41858) at a value of $8,000 making the final cost of the two trucks $131,314

   Mr. Rhodes provided background information on each item on the Consent Agenda. With regard to Item No. 2, Mr. Rhodes requested that the Mayor and Council approve a waiver to the Code requirement to undertake formal competitive bidding for the purchase of equipment over $25,000 due to the fact that two trucks were damaged, winter was fast approaching, and the formal bid process would take extended time. He advised that the department had solicited three quotes for the vehicles, though not through a closed bidding process. Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6, including a waiver of the formal bidding requirements for Item No. 2, was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   ORDER NO. 25,891

3. Order accepting the bid of Long Fence Company, Inc. for the "Hand Railing System Improvements on the John J. McMullen Bridge Project" (03-15-M) in the estimated unit price of $56,900

   Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6, including a waiver of the formal bidding requirements for Item No. 2, was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   ORDER NO. 25,892

4. Order accepting the sole source proposal from Skyline Technologies Solutions to provide labor and materials to construct MD Department of IT OMBN fiber to the City's public safety building in an amount not to exceed $35,688.36

   Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6, including a waiver of the formal bidding requirements for Item No. 2, was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   ORDER NO. 25,893

5. Order authorizing the execution of a Parking Lot Lease with the CPPDA for the use of Municipal Lot #2 for a term of five (5) years with no rental fee and certain contingencies for maintenance of the lot

   Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6, including a waiver of the formal bidding requirements for Item No. 2, was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

   ORDER NO. 25,894

6. Order authorizing the award of $93,750.53 in grant funding to ten (10) applicants through the Central Business District Façade Improvement Program, funded by the Community Legacy Program; projects will provide a dollar-for-dollar match

   Mr. Rhodes provided background information on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-6, including a waiver of the formal bidding requirements for Item No. 2, was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 3-0.

ORDER NO. 25,895

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Edward Taylor, Jr., 400 S. Allegany Street, President of the Cumberland Historic Cemetery Organization (CHCO), thanked Council for their support of the CHCO through hotel/motel funding. He invited the Mayor and Council to an upcoming event to unveil a new monument in the Rose Hill Cemetery in honor of Revolutionary War Captain David Lynn, who built the Rose Hill Mansion and was instrumental in the early history of the city.

Delegate Michael McKay encouraged the Mayor and Council to continue with the Rolling Mill project and applauded the City's forward thinking. He stated the project needed to go forward and he would do whatever he could do as a resident of the City to help the process.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:45 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
December 15, 2015

Description
Approval of the November 19, 2015 Traffic Meeting Minutes

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Larry Hogan, *Governor*
Boyd K. Rutherford, *Lt. Governor*

State Highway Administration
Maryland Department of Transportation

Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

November 24, 2015

RE: I-68 WB Ramp 7 to Howard Street
Crosswalk Request
Cumberland
Allegany County

Mr. John Difonzo, P.E.
City Engineer, City of Cumberland
57 N Liberty Street
Cumberland, MD 21501-1702

Dear Mr. Difonzo:

Thank you for the request for the Maryland State Highway Administration (SHA) to consider placing a crosswalk at the end of the ramp at Howard Street/Canal Place in Cumberland. We have reviewed your request and would like to share our findings with you.

The proposed location for a marked crosswalk was found to have a history of poor driver compliance with the stop sign at the end of the ramp. Drivers often fail to stop, treating it more as a yield. Additionally, sight distance constraints make it difficult for pedestrians to see oncoming ramp traffic and gauge safe crossing times. A marked crosswalk will not reduce vehicle speeds coming off the freeway, will not improve compliance with the stop side and would create a false sense of security for pedestrians. Therefore, SHA will not place a crosswalk at the end of this ramp.

Again, thank you for bringing up this issue for our review. If you have any additional questions, please do not hesitate to contact Allan Kujenga of my staff at 301-729-8451 or by email at akujenga@sha.state.md.us.

Sincerely,

Linda Puffenbarger, P.E.
Assistant District Engineer - Traffic

cc: Allegany Traffic and Transportation Advisory Committee

My telephone number/toll-free number is 1.800.760.7138
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free
Street Address: 1251 Vocke Road • LaVale, Maryland 21502 • *Phone* 301.729.8400 • *Fax* 301.729.6968 • www.roads.maryland.gov

City of Cumberland
Traffic Group

MINUTES NOVEMBER 19, 2015 10:00AM

ATTENDEES	1. Chris Gay 2. John DiFonzo 3. Harold Hipsley 4. Kim Root 5. Brooke Cassell 6. Capt Leake 7. Lt. Reed

Agenda topics

1.DISCUSSION	**Request for Crosswalk @ Canal Place I68 off Ramp**	
Request from Beginnings Montessori School for a Crosswalk to be installed at the intersection of Canal Place and I68 Off Ramp.		
CONCLUSIONS	The group does not feel this is a safe location for a crosswalk. Discussion with State Highway Administration District 6 also supports the group's decision (see attached letter)	
ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE
No Action		

2. DISCUSSION	**400-402 Pine Ave**	
Need for no Parking signs to be installed on Pine Ave at the Pearl Street intersection.		
CONCLUSIONS	No Parking signs will be installed on Pine Ave at the Peral Street intersection from the turn on Pine Ave to improve sight distance in making the left turn from Pine Ave to Pearl Street.	
ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE
Install no parking signs	Street Dept	After approval of meeting mins

2. DISCUSSION	**Handicap Parking for Gordon Roberts House**
Request was made for a Handicap parking in the Public ROW for The Gordon Roberts House .	
CONCLUSIONS	The group agrees to install a handicap parking sign in the public ROW.

ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE
Install handicap parking sign	Street Dept	After approval of meeting mins

Additional Information:

Minutes Approved: _____ Brian K. Grim, Mayor: _____

Regular Council Agenda
December 15, 2015

Description
Approval of the Administrative Session Minutes of October 20, 2015

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

Administrative Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, October 20, 2015
5:30 p.m.

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, and David Caporale

ABSENT: Council Members Nicole Alt-Myers and David Kauffman

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

MOTION: Motion to enter into closed Administrative Session to discuss union negotiations pursuant to the provisions of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (9) was made by Councilman Bernard, seconded by Councilman Caporale and was approved on a vote of 3-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government
- Section 10-508 (a) (9): to conduct collective bargaining negotiations or consider matters that relate to the negotiations

TOPICS: Union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
December 15, 2015

Description

Public Hearing - to receive comment on the proposed amendment to Chapter VIII of the Cumberland 2013 Comprehensive Plan, entitled "Economic Development and Revitalization"

Approval, Acceptance / Recommendation

The first reading of this Resolution was approved on November 17, 2015.

The second and third readings are scheduled for January 5, 2016.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO ADOPT THE JULY 13, 2015 AMENDMENT OF CHAPTER VIII (TITLED "ECONOMIC DEVELOPMENT AND REVITALIZATION") OF THE CITY-WIDE ELEMENT OF THE CITY OF CUMBERLAND'S 2013 COMPREHENSIVE PLAN IN ACCORDANCE WITH THE PROVISIONS OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, the Land Use Article of the Annotated Code of Maryland authorizes and empowers municipalities to make, adopt and amend comprehensive plans for the general purpose of guiding and accomplishing coordinated, adjusted and harmonious development; and

WHEREAS, the Comprehensive Plan for the City of Cumberland, Maryland is a policy guide to govern future physical development within the City of Cumberland; and

WHEREAS, the Land Use Article of the Annotated Code of Maryland authorizes and empowers municipalities to adopt and amend comprehensive plans as wholes or in successive parts; and

WHEREAS, on December 17, 2013, the Mayor and City Council of Cumberland adopted the July 2013 City-Wide Element as the second and final of two volumes that collectively comprise the 2013 Comprehensive Plan; and

WHEREAS, City staff has prepared and recommended an amended and updated Chapter VIII (titled "Economic Development and Revitalization") as a replacement to the chapter of the same title in the document entitled "2013 Comprehensive Plan: Forging Our Heritage Into Prosperity: City-Wide Element Volume 2 of 2", a copy of the amended and updated Chapter VIII being attached hereto and incorporated by reference herein as Exhibit 1; and

WHEREAS, the said amended Chapter VIII was submitted to the Maryland Department of Planning, all adjoining jurisdictions and all affected State agencies for formal review and comment at least 60 days prior to the formal public hearing before the City of Cumberland Planning and Zoning Commission (the "Planning Commission"), said submission having been effected through the State Clearinghouse Procedures of the Department of Planning in compliance with

the Land Use Article of the Annotated Code of Maryland and the applicable provisions of COMAR 34.02.01; and

WHEREAS, the purpose of the said amendment is to update the City's 2013 Comprehensive Plan to reflect the policy changes regarding the future growth and development of the City of Cumberland effected by the City's adoption of its 2014 Strategic Economic Development Plan; and

WHEREAS, the Planning Commission held a public hearing on October 19, 2015 regarding the proposed amendment to the aforesaid Chapter VIII; and

WHEREAS, the Planning Commission carefully considered the proposed amendment of Chapter VIII and found that it constitutes a suitable component of the Comprehensive Plan of the City of Cumberland and that it will promote, in accordance with present and future needs: the health, safety, morals, order, convenience, prosperity and general welfare of the City of Cumberland as well as efficiency and economy in the development process; and

WHEREAS, consistent with its findings, the Planning Commission passed a Resolution dated October 19, 2015, recommending that the Mayor and City Council adopt the proposed amendment of Chapter VIII, subject to certain text changes which are set forth in the Exhibit 2 identified hereinafter; and

WHEREAS, the Mayor and City Council carefully considered the proposed amendment of Chapter VIII and make the same findings made by the Planning Commission in its Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Cumberland as follows:

1. The amendment of Chapter VIII of the City-Wide Element of the City's 2013 Comprehensive Plan titled "Economic Development and Revitalization, together with all text, maps, and descriptive matter contained therein, annexed thereto and/or made a part thereof, subject to the text changes documented in the Draft 2013 Comprehensive Plan Economic Development Chapter Amendment Public Comment Matrix attached hereto as Exhibit 2, shall replace the presently existing Chapter VIII and is hereby adopted as a part of the 2013 Comprehensive Plan for the City of Cumberland; and

2. That this Resolution shall be certified to the Maryland State Agencies (including, the Department of Planning and the Clerk of the Circuit Court for Allegany County, Maryland) as required by law; and

3. This Resolution shall take effect on the date of its passage.

GIVEN UNDER OUR HANDS AND SEALS THIS _____ DAY OF _____,
IN THE YEAR 2015, WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED, DULY ATTESTED BY THE CITY CLERK.

ATTEST:

_____	_____
Marjorie A. Woodring	Brian K. Grim
City Clerk	Mayor

Introduction: _____

Public Hearing: _____

Enactment: _____

Effective Date: _____

EXHIBIT 1

EXHIBIT 2

Regular Council Agenda
December 15, 2015

Description

Ordinance *(2nd and 3rd reading)* - authorizing the issuance and sale of $2,500,000 in General Obligation Bonds to be used for the public purpose of financing, reimbursing or refinancing costs associated with the Maryland Avenue Redevelopment Project

Approval, Acceptance / Recommendation

The first reading of this Ordinance was passed on December 1, 2015.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), THE PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF A CERTAIN PROJECT IDENTIFIED HEREIN AS THE MARYLAND AVENUE REDEVELOPMENT PROJECT, TOGETHER WITH RELATED COSTS AND COSTS OF ISSUANCE; AUTHORIZING AND EMPOWERING THE CITY TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, GENERAL OBLIGATION BOND ANTICIPATION NOTES IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), PRIOR TO AND IN ANTICIPATION OF ANY SERIES OF THE BONDS, IN ORDER TO FINANCE OR REIMBURSE COSTS OF SUCH PROJECT AND RELATED COSTS ON AN INTERIM BASIS; AUTHORIZING AND EMPOWERING THE CITY TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, GENERAL OBLIGATION REFUNDING BONDS IN ONE OR MORE SERIES IN ORDER TO REFUND ANY OF THE BONDS ISSUED PURSUANT TO THE AUTHORITY OF THIS ORDINANCE AND FUND RELATED COSTS, PROVIDED THAT, THE

AGGREGATE PRINCIPAL AMOUNT OF ANY SUCH SERIES OF REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS REFUNDED THEREFROM; PROVIDING THAT ANY SUCH SERIES OF BONDS, BOND ANTICIPATION NOTES OR REFUNDING BONDS SHALL BE SOLD BY PRIVATE (NEGOTIATED) SALE, UNLESS OTHERWISE DETERMINED BY THE MAYOR AND CITY COUNCIL BY RESOLUTION, AND AUTHORIZING THE MAYOR AND CITY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO ANY SUCH SERIES OF BONDS, BOND ANTICIPATION NOTES OR REFUNDING BONDS BY RESOLUTION; PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO, THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON EACH SERIES OF THE BONDS, THE BOND ANTICIPATION NOTES AND THE REFUNDING BONDS ISSUED PURSUANT TO THE AUTHORITY OF THIS ORDINANCE (THE "OBLIGATIONS"); PROVIDING THAT THE PRINCIPAL OF AND INTEREST ON EACH SERIES OF THE OBLIGATIONS ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR SUCH PURPOSE; AUTHORIZING AND DIRECTING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ANY AND ALL ACTION NECESSARY TO COMPLETE AND CLOSE THE SALE, ISSUANCE AND DELIVERY OF THE OBLIGATIONS AUTHORIZED HEREBY; PROVIDING THAT ANY OF THE OBLIGATIONS AUTHORIZED HEREBY MAY BE

CONSOLIDATED WITH OTHER AUTHORIZED CITY OBLIGATIONS AND ISSUED AS A SINGLE SERIES OF BONDS, BOND ANTICIPATION NOTES AND/OR REFUNDING BONDS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; PROVIDING THAT THIS TITLE SHALL BE DEEMED A FAIR SUMMARY OF THIS ORDINANCE FOR ALL PURPOSES; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE OBLIGATIONS AUTHORIZED HEREBY.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act and the Refunding Act identified herein (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections 81 and 82A of the Charter of the City of Cumberland, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. The City has determined to undertake a public purpose project referred to by the City as the "Maryland Avenue Redevelopment Project", which involves the acquisition, demolition and improvement of certain properties in the general vicinity of Maryland Avenue and, in connection therewith, to finance, reimburse or refinance related costs of, as applicable, land and

Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

right-of-way acquisition and development; site and utility improvements; acquisition, demolition, removal, reconstruction, replacement, renovation, rehabilitation, construction, improvement, installation, and equipping activities and expenses and related activities and expenses; planning, design, architectural, engineering, feasibility, surveying, inspection, construction management, title search, acquisition closing costs, financial and legal expenses and other related activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs which may represent the City's share or contribution to the financing or refinancing of such project, including, without limitation, costs contracted for by and/or paid through the Cumberland Economic Development Corporation (collectively, the "Project").

3. The City has determined to authorize the issuance from time to time of one or more series of its general obligation bonds in order to finance, reimburse or refinance costs of any components of the Project.

4. Prior to issuing one or more series of the bonds authorized hereby, the City may need to obtain interim financing in order to finance or reimburse applicable Project costs on a timely basis through the issuance from time to time of general obligation bond anticipation notes in one or more series pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Bond Anticipation Note Enabling Act").

5. Subsequent to the issuance of any bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such bonds through the issuance from time to

Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

time of one or more series of its general obligation refunding bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 24 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Refunding Act").

6. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on the bonds, bond anticipation notes and refunding bonds authorized hereby.

7. Although Section 82A of the Charter provides that the City shall determine the manner of selling any bonds, notes or other evidences of indebtedness by resolution, it is the expectation of the Mayor and City Council of the City (the "Mayor and City Council") that any of the bonds, bond anticipation notes or refunding bonds authorized hereby shall be sold by private sale unless the Mayor and City Council determines otherwise by resolution. Bond counsel to the City has advised that, absent a change in applicable law, interest on any of the bonds, bond anticipation notes or refunding bonds authorized hereby shall be includable in gross income of the holders thereof for federal income tax purposes.

8. As provided in the Charter and other applicable law, the City shall issue any bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Sections of this

Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

Ordinance that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Ordinance.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter or other applicable law to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting capacity under the Charter or other applicable law, (iii) to any person who serves in a "Deputy", "Associate" or "Assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the code of City ordinances (the "City Code"), the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

SECTION 2. Pursuant to the authority of the Enabling Act and the Charter, the City hereby determines to borrow money and incur indebtedness for the public purpose of financing, reimbursing or refinancing costs of any components of the Project. It is the intention of the Mayor and City Council that proceeds of the Bonds (as defined in Section 3(a) hereof) or of any of the BANs (as defined in Section 6 hereof), as applicable, may be spent on any applicable costs of the Project.

SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act and the Charter, hereby determines to issue and sell from time to time, in one or more series, upon its full faith and

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credit, its general obligation bonds in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) (collectively, the "Bonds"). Any series of the Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form.

(b) In the event the City issues any series of the BANs identified in Section 6 of this Ordinance, proceeds of the Bonds of any series in anticipation of which such BANs were issued may also be applied to prepay or pay principal, premium and/or interest on such series of the BANs in accordance with the provisions of the Bond Anticipation Note Enabling Act, and such application shall be deemed the payment of costs of the Project for purposes of this Ordinance.

SECTION 4. The proceeds of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 of this Ordinance, unless a supplemental ordinance is enacted by the Mayor and City Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the Enabling Act, the Charter or other applicable law.

SECTION 5. Pursuant to the authority of the Charter and this Ordinance, the Mayor and City Council, prior to the issuance, sale and delivery of each series of the Bonds, shall adopt a resolution or resolutions (in each such case and, collectively, the "Resolution") specifying, prescribing, determining, providing for or approving such matters, details, forms (including, without limitation, the complete forms of the Bonds of such series), documents or procedures as may be required by the Enabling Act, the Charter or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment, prepayment or redemption of or for such series of the Bonds. The Resolution shall set forth, determine or provide

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for the determination of, or approve or provide for the approval of, among other matters, as applicable, the designation of such series of the Bonds; the date of issue of such series of the Bonds; the aggregate principal amount of such series of the Bonds; the denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments payable on such series of the Bonds; the rate or rates of interest, or the method of determining the rate or rates of interest, payable on such series of the Bonds, which may be fixed or variable; provisions for the payment of late fees and/or additional interest or penalties payable on the Bonds of such series or adjustments to interest rates in appropriate circumstances; the purchase price for such series of the Bonds; provisions relating to the prepayment or redemption of such series of the Bonds at the City's option or by mandatory sinking fund payments; provisions allowing the registered owners of such series of the Bonds to put or cause the prepayment or redemption of the same at their option; provisions relating to the sale of such series of the Bonds at private sale, unless the Resolution shall provide for the sale of the Bonds of such series at public sale and all matters in connection therewith, in which case the Resolution shall set forth the procedures for the sale of the Bonds of such series at public sale (including any advertising or bidding requirements) and the award of such series of the Bonds to the successful bidder, if appropriate; any limitations on the specific Project costs to be financed, reimbursed or refinanced from proceeds of such series of the Bonds; provisions for the appropriation, disposal and investment of proceeds of such series of the Bonds; provisions for the application of unexpended proceeds, any premium paid upon sale or investment earnings on proceeds of such series of the Bonds, which may include, without limitation, on costs of the Project or on debt service payable on such series of the Bonds, to the extent permitted by applicable law; the selection of any bond registrar, paying agent or

other appropriate service providers in connection with such series of the Bonds; and all other terms and conditions pursuant to which such series of the Bonds will be issued, sold and delivered, including, without limitation, any determinations to be made or provided for by resolution as contemplated by Section 82A(d) of the Charter to the extent not determined or provided for in this Ordinance. Among other matters, the Mayor and City Council, pursuant to the Resolution, may authorize, approve or otherwise provide for (i) any commitment fee, closing fee or similar fee and other costs (including, without limitation, other parties' legal costs) payable in connection with any series of the Bonds and any compensation payable to the purchaser or purchasers of such series of the Bonds in the event the City fails to deliver such series of the Bonds, (ii) the obtaining of credit enhancement or liquidity support for any series of the Bonds (and the execution and delivery of any agreements or documents relating thereto), and (iii) any other agreements, documents, instruments or determinations necessary to enhance the marketability of or as security for any series of the Bonds, including (without limitation) any ratings, any official statement or similar disclosure document or any continuing disclosure undertaking required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12. References in this Section 5 to providing for determinations or approvals pursuant to the Resolution shall be construed to permit the Mayor and City Council to delegate to one or more officials the authority to make on behalf of the City any of the determinations contemplated by this Section 5. Any Resolution may determine the matters identified in this Section 5 for more than one series of the Bonds.

SECTION 6. (a) Pursuant to the authority of the Bond Anticipation Note Enabling Act, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an aggregate

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principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00) (collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse costs of the Project on an interim basis, pay costs and expenses in connection with the issuance, sale and delivery of the BANs, and, to the extent determined by the Mayor and City Council by resolution, pay capitalized interest on the BANs. Any such series of the BANs may consist of one or more notes and any such note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Enabling Act, the Charter and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the types of matters, details, forms, documents or procedures and determinations specified to be made or addressed in Section 5 hereof with respect to each series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Enabling Act, each series of the BANs shall be sold by private negotiation due to the ability to time the market, negotiate terms and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private sale, and the lower costs of issuance typically incurred with a negotiated sale.

(b) As authorized by the Bond Anticipation Note Enabling Act, by resolution the Mayor and City Council may provide for the renewal of any series of the BANs at maturity with

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or without resale, together with any amendments or modifications to such series of the BANs and any related documentation.

SECTION 7. Pursuant to the authority of the Enabling Act, the Refunding Act and the Charter, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bonds (collectively, the "Refunding Bonds") for the purpose of currently refunding or advance refunding any of the Bonds authorized hereby then outstanding, including paying all or any portion of the following: outstanding principal, any prepayment or redemption premium and interest accrued or to accrue to the date of prepayment, redemption, purchase or maturity of the Bonds to be refunded, paying costs and expenses in connection with the issuance, sale and delivery of such Refunding Bonds, and, to the extent determined by the Mayor and City Council by resolution, paying interest on such Refunding Bonds, for the public purpose of realizing savings to the City in the total cost of debt service on a direct comparison or present value basis or in order to accomplish any debt restructuring that is permitted by applicable law; provided that, the aggregate principal amount of any such series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the outstanding aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, describing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the Refunding Bonds, the same types of matters, details, forms,

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documents, procedures and determinations specified to be made or addressed in Section 5 hereof with respect to each series of the Bonds, to the extent applicable to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including the purposes of the Refunding Act to be achieved by the issuance of such series of the Refunding Bonds. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the Refunding Bonds, pursuant to the authority of the Refunding Act, each series of the Refunding Bonds shall be sold a private sale, without soliciting bids, due to the ability to time the market, negotiate terms and thereby serve the public interest by achieving a beneficial interest rate or rates and other beneficial terms by undertaking a private sale, and the lower costs of issuance typically incurred with a negotiated sale.

SECTION 8. (a) The City shall levy or cause to be levied, for each and every fiscal year during which any series of the Bonds, the BANs and/or the Refunding Bonds (each, a series of the "Obligations") may be outstanding, ad valorem taxes upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on such series of the Obligations payable in each such fiscal year. In the event the proceeds from the collection of the taxes so levied may prove inadequate for such purposes in any fiscal year, additional taxes shall be levied in the subsequent fiscal year to make up any deficiency.

(b) The full faith and credit and unlimited taxing power of the City are hereby irrevocably pledged to the prompt payment of the principal of and interest on each series of the Obligations as and when the same are payable and to the levy and collection of the taxes hereinabove described as and when such taxes may become necessary in order to provide sufficient

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funds to meet the debt service requirements of such series of the Obligations. The City hereby covenants with the registered owner of each Obligation to take any action that may be lawfully appropriate from time to time during the period that such Obligation remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on any series of the Obligations from the proceeds of the sale of any other obligations of the City (including, without limitation, (i) with respect to any series of the BANs, from proceeds of any series of the Bonds, and (ii) with respect to any series of the Bonds, from proceeds of any series of the Refunding Bonds) or from any other funds legally available for that purpose. Subject to the limitations of any applicable law, the City may apply to the payment of the principal of or interest on each series of the Obligations any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the type of project which such series of the Obligations are issued to finance or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

SECTION 9. By resolution, the Mayor and City Council may determine that any of the Bonds, the BANs or the Refunding Bonds authorized hereby may be consolidated with any bonds, bond anticipation notes and/or refunding bonds authorized by the Mayor and City Council and issued as a single series of bonds, bond anticipation notes and/or refunding bonds.

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SECTION 10. The Mayor, the City Administrator, the Treasurer, the Comptroller, the City Clerk and all other appropriate officials and employees of the City are hereby authorized and directed to take any and all action necessary to complete and close the issuance, sale and delivery of any series of the Bonds, the BANs or the Refunding Bonds authorized hereby and to negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith.

SECTION 11. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 12. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 13. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

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MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

_____
Brian K. Grim
Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Introduced: _____, 2015

Passed: _____, 2015

Votes for passage:_____
Votes against passage: _____
Abstentions: _____

Effective: _____, 2016

#181346;10002.062

_____
Underlining = material added to the Ordinance as introduced
~~Strikethrough~~ = material deleted from the Ordinance as introduced

Regular Council Agenda
December 15, 2015

Description

Ordinance *(2nd and 3rd readings)* - authorizing the temporary use of up to $1,746,000 in unexpended proceeds of the City's taxable redevelopment and refunding bonds of 2013 to meet temporary cash requirements related to the Maryland Avenue Redevelopment Project

Approval, Acceptance / Recommendation

The first reading of this Ordinance was passed on December 1, 2015.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") TO TEMPORARILY USE UP TO $1,746,000.00 IN THE AGGREGATE OF UNEXPENDED PROCEEDS OF THE CITY'S TAXABLE REDEVELOPMENT AND REFUNDING BONDS OF 2013 TO MEET TEMPORARY CASH REQUIREMENTS OF THE CITY'S GENERAL FUND WITH RESPECT TO ACQUISITION, DEMOLITION, IMPROVEMENT AND OTHER COSTS RELATING TO A PROJECT REFERRED TO BY THE CITY AS THE "MARYLAND AVENUE REDEVELOPMENT PROJECT", SUBJECT TO THE LIMITATIONS PROVIDED FOR IN THIS ORDINANCE; DELEGATING TO THE MAYOR, THE TREASURER AND THE COMPTROLLER THE AUTHORITY TO DETERMINE THE DETAILS OF ANY SUCH TEMPORARY BORROWING WITHIN THE LIMITATIONS PROVIDED FOR IN THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE RELATING GENERALLY TO THE TEMPORARY USE OF SUCH UNEXPENDED BOND PROCEEDS AS DESCRIBED HEREIN.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act and the Refunding Act identified below (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as

Underlining : Indicates material added by amendment after introduction
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Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections 81 and 82A of the Charter of the City of Cumberland, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. Pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 24 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Refunding Act"), the City is authorized to issue bonds to refund any of its bonds or other obligations then outstanding in order to achieve one of the purposes set forth in the Refunding Act.

3. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, Ordinance No. 3725, passed by the Mayor and City Council of the City (the "Mayor and City Council") on October 9, 2012 and effective on November 8, 2012 ("Ordinance No. 3725"), Ordinance No. 3731, passed by the Mayor and City Council on January 29, 2013 and effective on February 28, 2013, and Resolution R2013-01, adopted by the Mayor and City Council on June 4, 2013 and effective on June 4, 2013, as supplemented and amended by Resolution No. R2013-02, adopted by the Mayor and City Council on June 18, 2013 and effective on June 18, 2013, the City on July 2, 2013 issued its Mayor and City Council of Cumberland Taxable Redevelopment and Refunding Bonds of 2013 in the original aggregate principal amount of $5,040,000 (the "2013 Taxable Bonds") for the public purpose of (i) financing or reimbursing costs (as defined in Ordinance No. 3725) of certain projects identified in Ordinance No. 3725 as "Memorial Campus Facility Demolition" and "Other Street Improvement Projects", (ii) currently

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refunding a promissory note payable to Susquehanna Bank, which evidenced a loan in the original principal amount of $1,532,200 incurred to finance or reimburse costs of HVAC upgrades to 500 Memorial Avenue, also known as the Memorial Campus Facility, in Cumberland, Maryland (which was the location of the former Memorial Hospital), and (iii) paying costs of issuance related to the purposes specified in clauses (i) and (ii) (collectively, the "Taxable Project").

4. Due to unexpected delays, the City has not yet completely expended proceeds of the 2013 Taxable Bonds on the Taxable Project, and the City anticipates that it will not need to fully utilize such unexpended proceeds for a period in excess of two and one-half years.

5. Pursuant to the authority of Section 82C of the Charter, the Mayor and City Council, by ordinance with a two-thirds vote, may provide for the temporary use of unexpended proceeds of any bonds, notes or other evidences of obligation of the City to meet temporary cash requirements of any fund of the City and the reimbursement of any such temporary borrowing, subject to the limitations provided for in Section 82C of the Charter. Section 82C of the Charter further provides that any ordinance passed in accordance with such Section may delegate to the appropriate City official or officials the authority to determine details of any such temporary borrowing.

6. The City is undertaking a public purpose project referred to by the City as the "Maryland Avenue Redevelopment Project" (the "Redevelopment Project"), and the Mayor and City Council currently anticipate that moneys on deposit in the City's General Fund will be insufficient to meet the City's obligations payable from such fund with respect to acquisition, demolition, improvement and related costs of the Redevelopment Project, including (without limitation) such costs contracted by and/or payable through the Cumberland Economic Development Corporation (collectively, "Redevelopment Project Costs").

Underlining : Indicates material added by amendment after introduction
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7. The Mayor and City Council desire to authorize the temporary borrowing of unexpended proceeds of the 2013 Taxable Bonds to meet temporary cash requirements of the City's General Fund due to Redevelopment Project Costs.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. (a) The Recitals hereto constitute an integral part of this Ordinance and are incorporated herein by reference. Capitalized terms used in the Sections of this Ordinance and not defined therein shall have the meanings given to such terms in the Recitals hereto.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter or other applicable law to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting capacity under the Charter or other applicable law, (iii) to any person who serves in a "Deputy", "Associate", "Assistant" or similar capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate, assistant or other applicable official in accordance with applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the code of City ordinances (the "City Code"), the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

SECTION 2. Pursuant to the authority of Section 82C of the Charter, the Mayor and City Council hereby authorize the temporary use of up to One Million Seven Hundred Forty-Six Thousand Dollars ($1,746,000.00) in the aggregate of unexpended proceeds of the 2013 Taxable

Underlining : Indicates material added by amendment after introduction
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Bonds to meet temporary cash requirements of the City's General Fund due to Redevelopment Project Costs, provided that, any such temporary use of unexpended proceeds of the 2013 Taxable Bonds shall be fully repaid within two and one-half (2.5) years of the effective date of this Ordinance, and provided further, that the City may repay any such temporary use of unexpended proceeds of the 2013 Taxable Bonds in part or in full by an earlier date. The term Redevelopment Project Costs shall be broadly construed in connection with the temporary use of unexpended proceeds of the 2013 Taxable Bonds for such purpose, and such unexpended proceeds may be used to reimburse funds the City advances from other sources to cover Redevelopment Project Costs.

SECTION 3. The authority to determine from time to time when and if unexpended proceeds of the 2013 Taxable Bonds shall be used to pay or reimburse Redevelopment Project Costs within the limitations described in Section 2 above, and when repayment of such unexpended proceeds of the 2013 Taxable Bonds shall be made within the limitations described in Section 2 above, is hereby delegated to the Mayor of the City, the Treasurer of the City and the Comptroller of the City, acting in concert.

SECTION 4. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

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SECTION 5. This Ordinance shall become effective upon its passage with a two-thirds vote of the members of the Mayor and City Council.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

_____
Brian K. Grim
Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Introduced: _____, 2015

Passed: _____, 2015

Votes for passage:_____
Votes against passage: _____
Abstentions: _____

Effective: _____, 2015

#181346;10002.001

_____

Underlining : Indicates material added by amendment after introduction
~~Strike-through~~ : Indicates material deleted by amendment after introduction

Regular Council Agenda
December 15, 2015

Description

Order appointing City Administrator Jeffrey D. Rhodes as Acting Comptroller for the City of Cumberland, effective Wednesday, December 16, 2015

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:** __December 15, 2015_

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

THAT the City Administrator Jeffrey D. Rhodes be and is hereby appointed as Acting Comptroller for the City of Cumberland, effective Wednesday, December 16, 2015.

_____

Mayor Brian K. Grim

Regular Council Agenda
December 15, 2015

Description

Order authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY16 in the amount of $7,300 for police overtime, concentrating on Aggressive and Distracted Driving along with DUI and Seat Belt Enforcement. It also provides for equipment purchase in support of this initiative.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

$7,300.00

Source of Funding (if applicable)

LE-2016-093

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __December 15, 2015_

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

THAT, the Chief of Police be and is hereby authorized to execute a Project Agreement by and between the Cumberland Police Department and the Maryland Highway Safety Office of the State Highway Administration (MHSO) to accept a 2016 Maryland Highway Safety Grant for Seven Thousand, Three Hundred Dollars and No Cents ($7,300.00) for police overtime support concentrating on aggressive and distracted driving, DUI and seat belt enforcement, and equipment purchase for the project period October 1, 2015 through September 30, 2016.

_____

Mayor Brian K. Grim

Project Title: Cumberland Police Department 2016 Highway Safety Grant
Project No. LE-2016-093

Motor Vehicle Administration

Maryland Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062

410-768-7000
1-800-950-1MVA
CUSTOMER SERVICE CENTER

1-800-492-4575
TTY

www.MVA.Maryland.gov
WEB SITE

September 30, 2015

Lieutenant Robert Reed
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: **Highway Safety Funds Committed to the Project Entitled:**
Cumberland Police Department 2016 Highway Safety Grant
Funding Committed for FFY 2016: $7,300.00
Project Number: LE-2016-093

Dear Lieutenant Reed:

Thank you for submitting your project proposal for Federal Fiscal Year (FFY) 2016. The Maryland Highway Safety Office (MHSO) is grateful for your interest in reducing the number of crashes, deaths, and associated injuries occurring on Maryland roadways.

The attached Executed Project Agreement serves as the official contract between the MHSO and your agency for this project.

As part of the new Electronic Code of Federal Regulations, the MHSO is required to provide every grantee with information relating to Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.331. Therefore, the Federally Required Information Form, which is a new document, is included this year for information regarding your agency's grant award.

The project period covers October 1, 2015 through September 30, 2016. Please remember that the Project Terms and Conditions are part of the Project Agreement and your agency will be held accountable to adhere to these conditions. The formal obligation is contingent upon the availability of federal highway safety funds.

Item # 13

A successful project requires constant evaluation and monitoring, and our staff is prepared to assist you in this regard. We look forward to working with you to enhance the safety of those that travel Maryland's highways. Thank you for working with us to reach our goal of *Toward Zero Deaths because every life counts.*

Sincerely,

Thomas J. Gianni, Chief
Maryland Highway Safety Office

Enclosures

cc: MHSO Project file

Regular Council Agenda
December 15, 2015

Description
Order appointing Steven Leyh as the City's representative to Canal Towns Partnership.

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:** __December 15, 2015__

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

THAT, Mr. Steven Leyh be and is hereby appointed as the City of Cumberland's representative to Canal Towns Partnership.

_____

Brian K. Grim, Mayor

Regular Council Agenda
December 15, 2015

Description

Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael F. Smith and Melissa L. Smith regarding property at 501 Maryland Avenue has been fully paid

Approval, Acceptance / Recommendation

This Deed of Trust provided funding for a forgivable loan for improvements at 501 Maryland Avenue through the Community Legacy-funded Rolling Mill Code Compliance program.

☐ 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:** __December 15, 2015_

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging the indebtedness secured by a Deed of Trust made by Michael F. Smith and Melissa L. Smith unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated August 24, 2006, regarding property at 501 Maryland Avenue, (Allegany County Land Records / Book 1304, Page 227), has been satisfied and that the lien is hereby released.

_____

Mayor Brian K. Grim

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Michael F. Smith and Melissa L. Smith unto Michael Scott Cohen., trustee for the benefit of the Mayor and City Council of Cumberland, dated August 24, 2006 and recorded among the Land Records of Allegany County, Maryland in Book 1304, Page 227 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2015.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this _____ day of December 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

_____
NOTARY PUBLIC

My Commission Expires:_____

DEED OF TRUST

THIS DEED OF TRUST, is made this 24th day of August, 2006, by and between Michael F. Smith and Melissa L. Smith (the "Borrower") and Michael Scott Cohen ("Trustee').

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of **Ten Thousand Dollars ($10,000)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

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TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustee that the indebtedness has been so paid or satisfied in full, the Trustee shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustee, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for themselves, their heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustee and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustee and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

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3. ***Taxes and Public Charges.*** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustee.*** Borrower will save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustee in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

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(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which nay now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate under the terms of the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. ***Advances by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower; or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii)

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approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Upon the occurrence of an Event of Default, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment.

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustee to sell (granting him a power of sale) and the Trustee may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at such time and place and after such public advertisement as the Trustee shall deem advantageous and proper and as required by law, at Lender's option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to eight percent (8%) of the amount then due under the terms of the Note, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

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15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustee, on demand, all reasonable costs, charges, fees, and disbursements of the Trustee chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of his powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustee.*** The Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustee.*** The Trustee may act hereunder and may sell and convey the Property as herein provided, although the Trustee has been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustee.*** The irrevocable power is hereby expressly granted to remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or

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Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

If to Borrower: (add address of borrower)

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

27. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

28. **Jury Trial Waiver. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR**

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PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

Kathleen M. McKenney

Kathleen M. McKenney

Michael F. Smith (SEAL)

Michael F. Smith

Kathleen M. McKenney

Melissa L. Smith (SEAL)

Melissa L. Smith

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of August, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael + Melissa Smith, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, Kathleen M. McKenney, the representative of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit.

Witness my hand and notarial seal.

Carolyn A. Martin
Notary Public

My Commission Expires: 09/01/09.

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

Return recorded original to:
Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, MD 21502

IMP FD SURE $	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rest AL01	Rcpt # 55225
DL NLH	Blk # 2200
Aug 30, 2006	03:29 PM

EXHIBIT A

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1304, p. 0234, MSA_CE78_945. Date available 09/08/2006. Printed 12/07/2015.

Exhibit A
501 Maryland Avenue
Cumberland, Maryland
Allegany County

ALL that lot or parcel of ground situate on the westerly side of Maryland Avenue, in the City of Cumberland, Allegany County, Maryland, described as follows, to-wit:

BEGINNING at a point on the westerly side of Maryland Avenue in said City, at the end of the first line of a deed from The Real Estate and Building Company of Cumberland, Maryland, to William Pearre, recorded in Liber No. 82 folio 659, Allegany County Land Records, and running thence with the westerly side of said Avenue, North 13 degrees 45 minutes West 43 feet to Cecelia Street, then with said Cecelia Street, South 76 degrees 15 minutes West 90.4 feet to an alley, then with said alley, South 8 degrees 45 minutes West 7.5 feet to the end of the second line of the said Pearre deed above referred to, then with said second line reversed, South 83 degrees 30 minutes West 100 feet to the beginning.

EXCEPTING herefrom so much of the same as was conveyed to Gilbert Bucy y deed of Francis R. Kifer, e tux, dated February 18, 1902 and recorded in Liber 93 folio 163, Allegany County Land Records.

BEING the same property which was conveyed unto the parties of the first part by deed of Michael D. Levine, Personal Representative of the Estate of Matilda Fisher dated August 23, 1995 and recorded in Liber 629 folio 755, Allegany County Land Records.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1304, p. 0235, MSA_CE78_945. Date available 09/08/2006. Printed 12/07/2015.

BOOK 1304 PAGE 236

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Allegany

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.)

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

☐ Deed ☐ Mortgage ☐ Other _____ ☐ Other _____
☑ Deed or Trust ☐ Lease

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length [1] ☐ Unimproved Sale Arms-Length [2] ☐ Multiple Accounts Arms-Length [3] ☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation	City of Cumberland
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only — Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$	Transfer Tax Consideration	$
Any New Mortgage	$	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$ 10,000.00	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 20.00	$	Agent:
Surcharge	$ 20.00	$	Tax Bill:
State Recordation Tax	$	$	
State Transfer Tax	$	$	C.B. Credit:
County Transfer Tax	$	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
22	006339	631/131	105	281	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
					4,300.005 sq ft

Location/Address of Property Being Conveyed (2): 501 Maryland Avenue, Cumberland, Maryland

Other Property Identifiers (if applicable) | Water Meter Account No.: 290124005

Residential ☑ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Kathy McKenney
Firm City of Cumberland
Address: 57 N. Liberty Street / P.O. Box 1700
Cumberland, MD 21502 Phone: (301) 759-6431

☑ Return to Contact Person
☐ Hold for Pickup
☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☑ Yes ☐ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☑ No Does transfer include personal property? If yes, identify: _____
☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

Item # 15

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1304, p. 0236, MSA_CE78_945. Date available 09/08/2006. Printed 12/07/2015.

Regular Council Agenda
December 15, 2015

Description

Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Alexander Barnes, Jr. and Kiea T. Barnes regarding property at 507 Maryland Avenue has been fully paid

Approval, Acceptance / Recommendation

This Deed of Trust provided funding for a forgivable loan for improvements at 507 Maryland Avenue through the Community Legacy-funded Rolling Mill Code Compliance program.

☐ 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:** __December 15, 2015_

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging the indebtedness secured by a Deed of Trust made by Alexander Barnes, Jr. and Kiea T. Barnes unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated August 29, 2006, regarding property at 507 Maryland Avenue, (Allegany County Land Records / Book 1304, Page 217), has been satisfied and that the lien is hereby released.

_____

Mayor Brian K. Grim

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Alexander Barnes, Jr. and Kiea T. Barnes unto Michael Scott Cohen., trustee for the benefit of the Mayor and City Council of Cumberland, dated August 29, 2006 and recorded among the Land Records of Allegany County, Maryland in Book 1304, Page 217 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2015.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this _____ day of December 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

_____
NOTARY PUBLIC

My Commission Expires:_____

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Alexander Barnes, Jr. and Kiea T. Barnes unto Michael Scott Cohen., trustee for the benefit of the Mayor and City Council of Cumberland, dated August 29, 2006 and recorded among the Land Records of Allegany County, Maryland in Book 1304, Page 217 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2015.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this _____ day of December 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

_____
NOTARY PUBLIC

My Commission Expires:_____

Regular Council Agenda
December 15, 2015

Description

Order authorizing the City Administrator to execute Change Order No. 1 to the current contract with Hickes Associates, Inc. for the"Sodium Hypochlorite Conversion Project" (5-13-WFP) in the increased amount of $21,051.32, and adding Zero calendar days to the current contract

Approval, Acceptance / Recommendation

It is the Engineering Division's recommendation to approve Change Order No. 1 to current City Contract 5-13-WFP Sodium Hypochlorite Conversion Project with Hickes Associates, Inc. in the increased amount of $21,051.32 and adding zero days to the current contract. This increased value will allow for the installation of an additional 262 feet of insulated transfer line in lieu of pulling through existing conduit.

☐ Budgeted

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

Value of Award (if applicable)

$367,403.00 Original Contract Value
$21,051.32 Change Order No. 1
$388,454.32 New Contract Value

Source of Funding (if applicable)

002.299.XJ.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __December 15, 2015__

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 to City Project "Water Filtration Plant Sodium Hypochlorite Conversion" (5-13-WFP), Hickes Associates, Inc. 8253 Old Route 22, Alexandria, PA 16611, in the increased amount of Twenty-one Thousand, Fifty-one Dollars and Thirty-two Cents ($21,051.32); and

BE IT FURTHER ORDERED, that Zero (0) calendar days will be added to the current contract.

_____

Brian K. Grim, Mayor

5-13-WFP	Contract Amount
Original Contract Amt.	**$367,403.00**
Change Order No. 1	$21,051.32
New Contract Amt.	**$388,454.32**

Funding: 002. 299. XJ.63000

CHANGE ORDER

Order No. One (1)
Date: November 18, 2015
Agreement Date: June 16, 2015

NAME OF PROJECT: City Project No. 5-13-WFP Sodium Hypochlorite Conversion Project

OWNER: City of Cumberland

CONTRACTOR: Hickes Associates, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS: Refer attached.

Justification: Refer attached.

CHANGE TO CONTRACT PRICE

Original CONTRACT PRICE	$367,403.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	$367,403.00
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) ~~(decreased)~~ by	$21,051.32
The new CONTRACT PRICE including this CHANGE ORDER will be	$388,454.32

CHANGE TO CONTRACT TIME

The Contract Time will be ~~(increased) (decreased)~~ by 0 calendar days.

The date for completion of all work will be November 5, 2015.
(Date)

Requested by _____ Date _____
(Owner)

Recommended by Joshua G Kopf. The EADS Group, Inc. Date 2015/11/21
(Engineer)

Accepted by Jack D. [illegible] Date 11/18/15
(Contractor)

City of Cumberland Hypochlorite Conversion

Change Order Summary

Number	Amount	Date	Description
1	-$685.00	7/23/2015	Eliminate the 36" tapping sleeve and use existing 1 1/2" PVC connection for post chlorination connection.
2	-$1,538.00	7/27/2015	Eliminate one (1) 2' x 4' pull box from sodium hypochlorite transfer line alignmnet.
3	-$4,000.00	7/28/2015	Decrease (3) storage tanks to 5,500 gallons a piece and install (3) 6" concrete leveling pads with felt paper.
4	$1,900.72	8/17/2015	Install 2" fill line and extend it to the north side garage door.
5	$25,373.60	8/17/2015	Install additional 262' of of insulated transfer line in lieu of pulling through existing conduit.
Total	$21,051.32		

Indicates a completed item.

Regular Council Agenda
December 15, 2015

Description

Order authorizing the City Administrator to execute Change Order No. 1 to the "East Side School Demolition" project with Ritter and Paratore Contracting, Inc. in the increased amount of $15, 483.00 and adding Zero calendar days to the the current contract

Approval, Acceptance / Recommendation

It is the Engineering Division's recommendation to execute Change Order No.1 to the current contract with Ritter & Paratore Contracting, Inc. for the East Side School Demolition Project (15-13-M) in the increased amount of $15,483.00 with zero days added to the contract. This change order will allow for floor leveling and mastic application as well as additional abatement quantities.

☐ Budgeted

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

Value of Award (if applicable)

$264,000.00 Original Contract
$15,483.00 Change Order 01
$279,483.00 New Contract total

Source of Funding (if applicable)

001.36.57170

Cover Memo

Item # 18

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 15, 2015

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 1 to City Project "Demolition of East Side School Project" (17-14-M), Ritter & Paratore Contracting, Inc., 2435 State Route 5, Utica, New York 13502, in the increased amount of Fifteen Thousand, Four Hundred Eighty-three Dollars and No Cents ($15,483.00); and

BE IT FURTHER ORDERED, that Zero (0) calendar days will be added to the current contract.

_____

Mayor Brian K. Grim

17-14-M	**Contract Amount**
Original Contract Amt.	$264,000.00
Change Order No. 1	$15,483.00
New Contract Amt.	$279,483.00

Funding: 001.36.57170

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
East Side School Demolition
100 East Reynolds Street
Cumberland, MD 21502

TO CONTRACTOR *(Name and address)*:
Ritter & Paratore Contracting, Inc.
2435 State Route 5
Utica, NY 13502

CHANGE ORDER NUMBER: 001
DATE: November 12, 2015

ARCHITECT'S PROJECT NUMBER: 0541-15-218
CONTRACT DATE: July 21, 2015
CONTRACT FOR: East Side School Demolition

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Abatement of additional floor leveling compound and mastic (see attached proposal).
Total Labor and Materials - $15,483.00.

The original Contract Sum was	$	264,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	264,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	15,483.00
The new Contract Sum including this Change Order will be	$	279,483.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is Unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

EADS Architects, Inc.	Ritter & Paratore Contracting, Inc.	Mayor and City Council of Cumberland
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
450 Aberdeen Drive Somerset, PA 15501-1749	2435 State Route 5 Utica, NY 13502-7717	57 N. Liberty Street Cumberland, MD 21502
ADDRESS	**ADDRESS**	**ADDRESS**
Timothy B. Hoffman, AIA		
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Timothy B. Hoffman, AIA	Frank J. Paratore, VP	Jeffrey Rhodes
(Typed name)	*(Typed name)*	*(Typed name)*
November 12, 2015	11-16-15	
DATE	**DATE**	**DATE**

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User Notes:

Ritter & Paratore Contracting Inc.
"Demolition & Sitework Specialists"

PROPOSED CHANGE ORDER

EAST SIDE SCHOOL DEMOLITION
FLOOR LEVELING COMPOUND AND MASTIC
ADDITIONAL COST

LABOR	$ 4,880.00
LABOR BURDEN 36%	1,757.00
GRINDER RENTAL	1,800.00
GENERATOR RENTAL	1,175.00
MATERIALS-INCLUDES DIAMOND BLADES FOR GRINDER	2,100.00
DISPOSAL	800.00
FUEL	275.00
SUBTOTAL	$12,787.00
OVERHEAD AND PROFIT-SUB	1,279.00
SUBTOTAL	14,066.00
OVERHEAD AND PROFIT-RPCI	703.00
TOTAL	$14,769.00

$14,769.00÷3104 SQUARE FEET = $4.76 PER SQUARE FOOT

2435 State Route 5 • Utica, New York 13502 • Phone: (315) 738-0136 • Fax: (315) 738-0181
Member National Association of Demolition Contractors

OK
Amy

East Side School Demolition
Abatement Quantities

	Estimated	Actual Verified	Difference	
A. Floor Tile	*360 S.F.*	*540*	*+180*	*+ $252.00*
B. Black Mastic	*7,700 S.F.*	*8,672*	*+972*	*+ $972.00*
C. Pipe Insulation (TSI)	*1,020 L.F.*	*986*	*-34*	*- $510.00*
D. Flooring Material (linoleum)	*250 S.F.*	*250*	*0*	–
E. Flat Roofing Material	*6,000 S.F.*	*N/A*	*N/A*	–
F. Roof Flashing (Wall Ledge)	*550 S.F.*	*550*	*0*	–
G. Wall Flashing	*600 S.F.*	*600 S.F.*	*0*	–
H. Windows	*45 units*	*45 units*	*0*	–
				+$714.00

Regular Council Agenda
December 15, 2015

Description

Order accepting the proposal of Whitman Requardt and Associates to provide engineering services for Phase 3 of the Evitts Creek CSO Upgrades (01-10-WWTP) as an extension of the current contract to complete the CSX Rail Yard Sewer Rehabilitation Project in an amount not to exceed $177,690 plus additional costs for CSX permits, training, applicable insurance, CSX required flagging, and CSX review fees

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to accept Whaitman Requardt's proposal to provide engineering services for Phase 3 of the Evitts Creek CSO Upgrades CSX Rail Yard Sewer Rehabilitation Project as an extension of the current contract. Initial investigation of sewer lines located underneath the CSX Rail Yard in April, 2011 identified four sections of sewer as priority for rehabilitation due to damage to the existing pipe. Preliminary engineering services will include CCTV of the existing pipeline and coordination with CSX regarding the investigations. The contract value will be $177,690 plus additional costs for CSX permits, training, insurance requirements, CSX required flagging, and CSX review fees.

☑ Budgeted

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

Value of Award (if applicable)

$177,690

Source of Funding (if applicable)

SRF Loan

Cover Memo

Item # 19

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __December 15, 2015_

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

THAT the proposal of Whitman Requardt and Associates to provide engineering services for Phase III of the Evitts Creek CSO Upgrades (01-10-WWTP) to complete the CSX Rail Yard Sewer Rehabilitation, be and is hereby accepted in an amount not to exceed One Hundred Seventy-seven Thousand, Six Hundred Ninety Dollars ($177,690.00); and

BE IT FURTHER ORDERED, that the costs for CSX permits, training, additional insurance, flagging required by CSX, and CSX review fees will be billed to the City as direct expenses.

_____

Mayor Brian K. Grim

Funding: SRF Loan

SCOPE OF WORK

PRELIMINARY ENGINEERING SERVICES
FOR
CSX Rail Yard Sewer Rehabilitation

November 16, 2015

The scope of work described herein includes Preliminary Engineering Services for the CSX Rail Yard Sewer Rehabilitation. Based on initial investigations of sewer lines located underneath the CSX Rail Yard dating back to April 2011, four sections of sewer were identified as priority for rehabilitation due to damage to the existing pipe. Rehabilitation of existing pipelines, specifically utilizing a structural cured-in-place liner, was identified as a preferred alternative. In order to install the liners, it is assumed that access to MH-5A and MH-3 will be re-established and the manhole structures brought up to grade. The Preliminary Engineering Services will include CCTV of the current condition of existing pipelines, locating the manholes, determining the depth to manhole frame and cover, collecting borings, and coordination with CSX regarding the investigations. The findings will be summarized in a Technical Memorandum preliminary layout drawings will be prepared identifying location of access structure, bypass pumping during construction, and the type of pipeline rehabilitation. The following assumptions apply:

1. The costs for CSX Right-of-Entry permits, training, applicable additional insurance requirements, flagging which may be required by CSX, and CSX review fees will be billed to the City as direct expenses. Training time is included in the proposal.

2. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.

3. Additional assumptions are contained within the Scope of Work document below.

Our scope of work includes the following:

Task I. Project Management

1. Project Coordination

Project coordination will include review of project status and schedule with WR&A and its subconsultants. Three (3) progress reports will be forwarded to the City during the duration of the project.

2. Attend Meetings

Project Manager and two discipline leads shall attend and assist with meetings associated with the work defined herein. Meetings include coordination with project team, review of findings, and field visits. Two (2) project meetings are assumed. In

addition, this task also includes two (2) meetings with the CSX to discuss the project and logistics of construction.

Task II. Surveys

1. Surveys

Surveys will be performed by Coughenour Surveying to locate manholes #1 through #6 on the site.

Task III. Subsurface Investigations

1. Condition Assessment and Manhole Location Services

CCTV of pipelines will be performed by Savin Engineers, PC, including cleaning as necessary to adequately assess the pipeline. A solar/laser inspection method will be utilized to mark the location of the buried manholes. Access to CSX railroad will be required via a Right of Entry permit. WR&A will coordinate with CSX to obtain this permit for the subconsultant performing the work. See Task V. for notes regarding applicable fees.

2. Test Pits

Test pits at underground utilities at critical locations will be performed by Underground Services, Inc. These include test pits for manholes located under Task III.1 and/or other critical locations. Four (4) utility test pits are assumed. Due to potential depth of utilities, a provision for hollow stem augering has been added (to be used if needed) to be performed by Robert B. Balter Company.

3. Borings

A geotechnical investigation of the type of soils present will be performed by Robert B. Balter Company for the design of access structure(s) to the existing manholes in the CSX right-of-way. Two (2) standard penetration test borings are assumed in the project area. The borings are assumed to be at a total drilling depth of 120 feet (60 feet each).

Task IV. Preliminary Engineering

Based on the findings of the investigations, a preliminary plan for design of the rehabilitated sewer will be developed, including preliminary staging and sequencing of work, preliminary calculations of by-pass pumping requirements, and methods for construction of access structures to the existing manholes. The report on the findings and schematics of the proposed design will be provided.

Specific Items for Task IV include:

1. Draft Preliminary Engineering Memorandum

A draft memorandum will be prepared outlining the findings of the investigations and will include draft schematics of the proposed design. The access point on the CSX railroad will be determined. Various methods of lining the pipelines will be explored and a recommendation will be made. Updated estimates of the construction costs will be provided for the project.

Six (6) copies of the memorandum and drawings will be provided at the initial submittal.

2. Final Preliminary Engineering Memorandum

The final submittal will include incorporation of comments from the City on the initial submittal, layouts, site plans, configuration layout drawings, piping layout in plan and profile and other portions of the design exclusive of design details.

Six (6) copies of the memorandum and drawings will be provided at the final submittal.

Task V. Permitting

Permits and approvals for this project will be required from CSX. The permitting requirements are listed below. Any fees associated with the permits, agreements, insurance requirements, etc. will be billed to the City as direct expenses. Flagging costs associated with the field work will be billed directly to the City by arrangement with CSX.

1. Right-of-Entry Permits

A Right-of-Entry permit will be obtained for each sub-consultant for manhole locating, surveying, boring and test pitting activities. Research of the existing occupancy agreement and related correspondence is included under this task.

2. CSX On-Track Worker Safety Training

CSX required On-Track Worker Safety training for any outside parties performing work on its right-of-way. This task assumes a half-day training for WR&A and each subconsultant. This proposal includes time for designated personnel to obtain the training, but because the training itself is project-specific, costs for the training will be billed to the City as direct expense.

Attachment A

FEE SUMMARY

The summary of our fee as based on the Preliminary Engineering Services for CSX Rail Yard Rehabilitation, as described in our Scope of Services, is as follows:

Whitman, Requardt, and Associates, LLP	**$64,399**
Subconsultants:	
MBE Participation: 16%	
Savin Engineers, P.C.	$27,900
WBE Participation: 38%	
Robert B. Balter Company	$67,911
MBE/WBE Subtotal (54%)	$95,811
Coughenour Surveying	$5,000
Underground Services, Inc.	$12,480
TOTAL	**$177,690**

Attachment A

MANHOUR ESTIMATE AND PROPOSAL

CLIENT:City of Cumberland

PROJECT DESCRIPTION: CSX Rail Yard Sewer Rehabilitation

REVISION *#2*
DATE *11/16/2015*
BY *MB*

TASK		Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc./ Proj. Engr.	Geotech Engineer	Arch. Assoc./ Proj. Arch.	Architect CADD	Trans. Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Assoc./ Engineer	SCADA Designer/ CADD	Railroad Engineer	Survey Manager	Surveyor/ Project Engr.	Survey Tech CADD	Survey Party	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES		Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses	
	Use Labor Cost Rates for year: 2015	$73	$64	$44	$37	$80	$43	$41	$35	$27	$80	$53	$37	$75	$52	$32	$50	$35	$28	$49	$39	$54	$62	$50	$32	$50	$53	$36	$30		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK I	**Project Management**																																		-	$
1	Project Coordination		80																											80	R	$200			-	$
2	Attend Meetings		32																			16								48	T, R	$300			-	$
																																			-	$
	SUBTOTALS =	*0*	*112*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*16*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*128*	***$500***		***Subcontractor Total***		***$0***	
	SUB-TOTAL DOLLARS =	*$0*	*$16,701*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$2,013*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$18,715***			***Profit on Sub***		***0.0%***	
			112	*Civil*	*$16,701*	*0*	*Geotech*	*0*	*Architect*	*$0*	*0*	*Structural*	*$0*	*0*	*Mech.*	*$0*	*0*	*Electrical*	*$0*	*0*	*$0*		*0*	*Survey*		*$0*	*0*	*Envir.*	*$0*				***WR&A Total***		***$19,215***	
																																	TASK I TOTAL		***$19,215***	

	Use Labor Cost Rates for year: 2015	$73	$64	$44	$37	$80	$43	$41	$35	$27	$80	$53	$37	$75	$52	$32	$50	$35	$28	$49	$39	$54	$62	$50	$32	$50	$53	$36	$30		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK II	**Surveys**																													0					-	$
1	Surveys		4		4																									8	-	$		$4,500	-	$
																																			-	$
	SUBTOTALS =	*0*	*4*	*0*	*4*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*8*	***$0***		***Subcontractor Total***		***$4,500***	
	SUB-TOTAL DOLLARS =	*$0*	*$596*	*$0*	*$345*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$941***			***Profit on Sub***		***0.0%***	
			8	*Civil*	*$941*	*0*	*Geotech*	*0*	*Architect*	*$0*	*0*	*Structural*	*$0*	*0*	*Mech.*	*$0*	*0*	*Electrical*	*$0*	*0*	*$0*		*0*	*Survey*		*$0*	*0*	*Envir.*	*$0*				***WR&A Total***		***$941***	
																																	TASK II TOTAL		***$5,441***	

	Use Labor Cost Rates for year: 2015	$73	$64	$44	$37	$80	$43	$41	$35	$27	$80	$53	$37	$75	$52	$32	$50	$35	$28	$49	$39	$54	$62	$50	$32	$50	$53	$36	$30		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK III	**Subsurface Investigations**																																		-	$
1	Manhole Location Services		4																											4				$23,700		
2	Test Pits		4																											4				$11,630		
	Hollow Stem Auger																																	$19,750		
3	Borings		4			2																								6				$45,011		
	SUBTOTALS =	*0*	*12*	*0*	*0*	*2*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*14*	***$0***		***Subcontractor Total***		***$100,091***	
	SUB-TOTAL DOLLARS =	*$0*	*$1,789*	*$0*	*$0*	*$373*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$2,162***			***Profit on Sub***		***0.0%***	
			12	*Civil*	*$1,789*	*2*	*Geotech*	*0*	*Architect*	*$0*	*0*	*Structural*	*$0*	*0*	*Mech.*	*$0*	*0*	*Electrical*	*$0*	*0*	*$0*		*0*	*Survey*		*$0*	*0*	*Envir.*	*$0*				***WR&A Total***		***$2,162***	
																																	TASK III TOTAL		***$102,253***	

	Use Labor Cost Rates for year: 2015	$73	$64	$44	$37	$80	$43	$41	$35	$27	$80	$53	$37	$75	$52	$32	$50	$35	$28	$49	$39	$54	$62	$50	$32	$50	$53	$36	$30		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK IV	**Preliminary Engineering**																																		-	$
1	Draft Preliminary Engineering Memorandum		10	60	60	4	2				2	10	8									8								164	R	$100			-	$
2	Final Preliminary Engineering Memorandum		10	20	20	4	8				2	10	8									4								86	R	$100			-	$
																																			-	$
	SUBTOTALS =	*0*	*20*	*80*	*80*	*8*	*10*	*0*	*0*	*0*	*4*	*20*	*16*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*12*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*250*	***$200***		***Subcontractor Total***		***$0***	
	SUB-TOTAL DOLLARS =	*$0*	*$2,982*	*$8,202*	*$6,897*	*$1,491*	*$1,002*	*$0*	*$0*	*$0*	*$746*	*$2,470*	*$1,379*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$1,510*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$26,679***			***Profit on Sub***		***0.0%***	
			180	*Civil*	*$18,081*	*18*	*Geotech*	*0*	*Architect*	*$0*	*40*	*Structural*	*$4,595*	*0*	*Mech.*	*$0*	*0*	*Electrical*	*$0*	*0*	*$0*		*0*	*Survey*		*$0*	*0*	*Envir.*	*$0*				***WR&A Total***		***$26,879***	
																																	TASK IV TOTAL		***$26,879***	

	Use Labor Cost Rates for year: 2015	$73	$64	$44	$37	$80	$43	$41	$35	$27	$80	$53	$37	$75	$52	$32	$50	$35	$28	$49	$39	$54	$62	$50	$32	$50	$53	$36	$30		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK V	**Permitting**																																		-	$
1	CSX Right-of-Entry Permits		20	16	20																	60								116	R	$100				
2	CSX On-Track Worker Safety Training																					8								8	T, R	$200		$8,700		
																																			-	$
	SUBTOTALS =	*0*	*20*	*16*	*20*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*68*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*124*	***$300***		***Subcontractor Total***		***$8,700***	
	SUB-TOTAL DOLLARS =	*$0*	*$2,982*	*$1,640*	*$1,724*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$8,556*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$14,903***			***Profit on Sub***		***0.0%***	
			56	*Civil*	*$6,347*	*0*	*Geotech*	*0*	*Architect*	*$0*	*0*	*Structural*	*$0*	*0*	*Mech.*	*$0*	*0*	*Electrical*	*$0*	*0*	*$0*		*0*	*Survey*		*$0*	*0*	*Envir.*	*$0*				***WR&A Total***		***$15,203***	
																																	TASK V TOTAL		***$23,903***	
																																	TASK V TOTAL		***$23,903***	

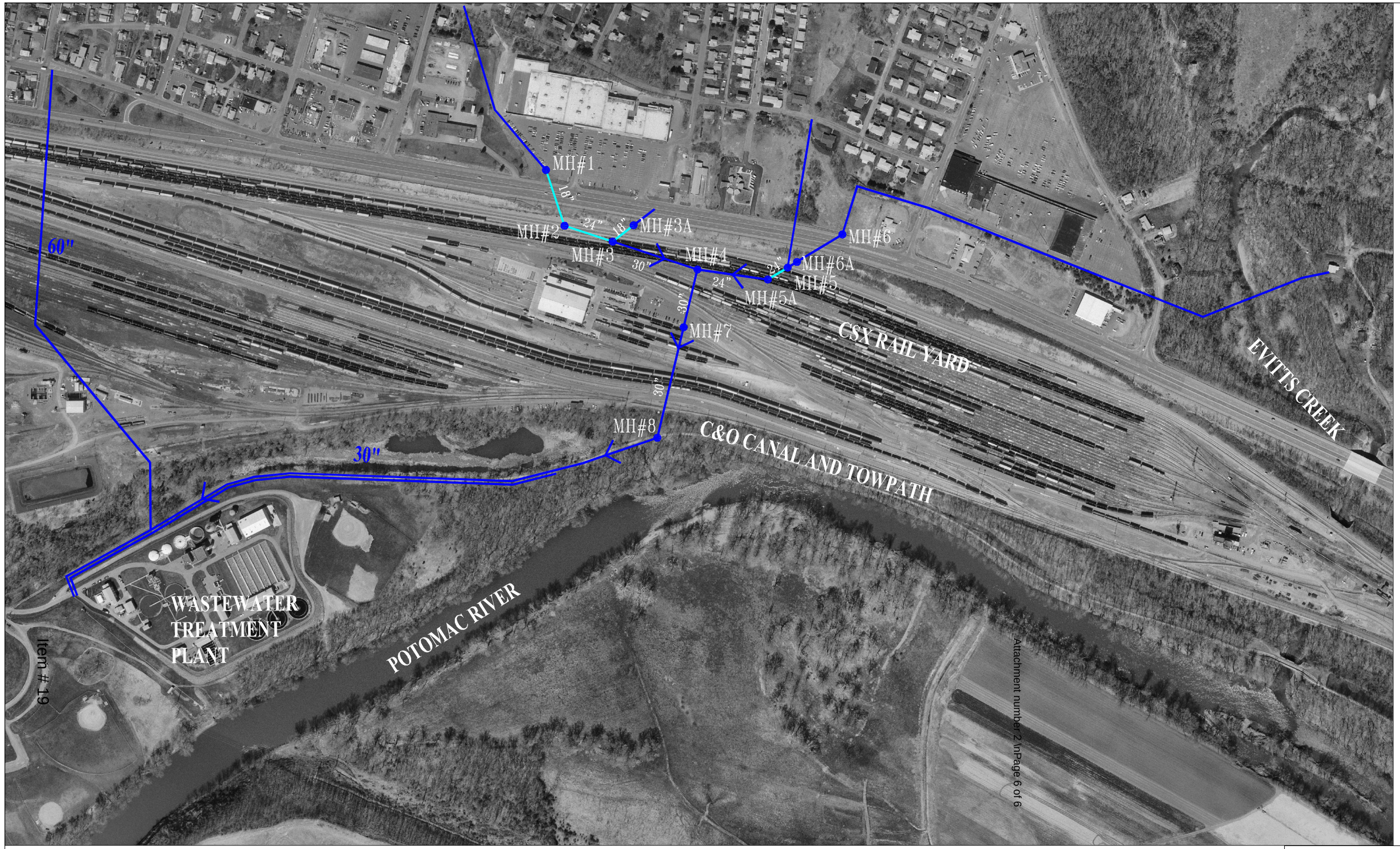
Bare Labor Cost rates for year	**2015**	$73.00	$64.00	$44.00	$37.00	$80.00	$43.00	$41.00	$35.00	$27.00	$80.00	$53.00	$37.00	$75.00	$52.00	$32.00	$50.00	$35.00	$28.00	$49.00	$39.00	$54.00	$62.00	$50.00	$32.00	$50.00	$53.00	$36.00	$30.00
Contract Rates - LOADED LABOR AT A FACTOR OF:	**2.33**	$170.09	$149.12	$102.52	$86.21	$186.40	$100.19	$95.53	$81.55	$62.91	$186.40	$123.49	$86.21	$174.75	$121.16	$74.56	$116.50	$81.55	$65.24	$114.17	$90.87	$125.82	$144.46	$116.50	$74.56	$116.50	$123.49	$83.88	$69.90

TOTAL	***$177,690***

S = Subcontractor

L= laboratory Cost

R=Reproduction
T = Travel



N

NOTES:
1. PIPELINE BETWEEN MH-4 & MH-8 IS SCHEDULED FOR INSPECTION DURING DRY WEATHER, WHEN FLOWS ARE NOT EXCESSIVE.

2. NOT TO SCALE.

WR&A
WHITMAN, REQUARDT AND ASSOCIATES, LLP
Engineers And Planners
Baltimore, Maryland

LEGEND:

EXISTING PIPELINES

EXISTING PIPELINES RECOMMENDED FOR REHABILITATION

CSX Rail Yard Sewer Evaluation

Letter Report – July 2011

Regular Council Agenda
December 15, 2015

Description
Order approving appropriations and transfers for fiscal year 2014-2015

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:** __December 15, 2015_

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

THAT the attached appropriations and transfers be and are hereby approved for the Fiscal Year 2014-2015.

_____

Mayor Brian K. Grim

June 30, 2015

	Original Budget	Revised Amended Budget	Ordinance Changes
Revenues			
Taxes	10,675,204	10,675,204	-
Licenses and permits	172,700	172,700	-
Intergovernmental	2,974,178	2,974,178	-
Charges for services	1,502,511	1,502,511	-
Fines and forfeitures	2,000	2,000	-
Interest	2,500	2,500	-
Miscellaneous	815,940	815,940	-
Operating Transfers	1,698,418	1,698,418	-
Financing Proceeds	1,018,807	5,400,000	4,381,193
Refunding Proceeds			-
Fund Balance	783,511	(529,854)	(1,313,365)
Total Revenues	19,645,769	22,713,597	3,067,828
Expenditures			
General Government	2,064,566	2,100,138	(35,572)
Public Safety	10,379,185	11,290,000	(910,815)
Public Works	2,795,689	2,960,000	(164,311)
Recreation	921,959	921,959	-
Community Development	1,167,984	1,670,000	(502,016)
Insurance & Miscellaneous	-	-	-
Capital Outlay	-	-	-
Debt Service			
Principal	1,051,877	780,000	271,877
Interest	308,729	625,000	(316,271)
Bond issue costs	-	60,000	(60,000)
Debt Refunding		-	-
Operating Transfers	955,780	1,645,000	(689,220)
Special Item	-	661,500	(661,500)
Total Expenditures	19,645,769	22,713,597	(3,067,828)

Regular Council Agenda
December 15, 2015

Description

Letter from the MD Department of Natural Resources advising that the MD Board of Public Works has approved the City's request for Community Parks and Playgrounds funds regarding Constitution Park Pool Improvements

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)