



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Public Meeting
Via Video Conference

DATE: August 04, 2020

The public meeting portion of this agenda beginning at 6:15 PM will be held remotely as a videoconference.

To view the meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab or go to Facebook and access the page Cumberland City Hall Livestream.

To provide public comment during this video conference, citizens must go to the following webpage on Zoom Meeting and sign into the meeting:

<https://us02web.zoom.us/j/84254717004?pwd=elpPMzdjYnp0VDIxZjdqY1B1OHZsZz09>

Use Meeting ID (842 5471 7004) Password (428097)

To join by phone dial: (+1 301 715 8592); Meeting ID (852 0858 1468) Password (470659)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at Margie.woording@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on July 21, 2020. Comments received will be acknowledged during the public comment portions of the meeting.

OPEN SESSION - 6:15 PM

Roll Call

Approval of Minutes

1. Approval of the Closed Session Minutes of June 9, 2020; the Closed Session and Public Meeting Minutes of June 16, 2020; and the Work Session and Public Meeting Minutes of July 7, 2020

Unfinished Business

(A) Ordinances

Ordinance 3874 (*2nd and 3rd readings*) - to repeal and reenact with amendments Section 21-4 (A) pertaining to the placement of refuse for collection, and Section 21-8 pertaining to the enforcement of solid waste regulations

New Business

(A) Resolutions

[Resolution](#) R2020-03 - supporting Governor Hogan's efforts to control and prevent the spread of COVID-19

(B) Orders (Consent Agenda)

[Order](#) 26,683 - authorizing execution of a Lease Agreement with Uncle Jack's Pizzeria & Pub for the use of space in the public right-of-way to the rear of 20 S. Mechanic Street for outdoor dining purposes for the term of August 4, 2020 through May 31, 2021

[Order](#) 26,684 - granting Residential Exemptions from the Special Taxing District levy for the tax year 2020-2021 for 47 Baltimore Street, 45 N. Centre Street, 43-45 N Liberty Street, and 50-52 N. Centre Street

[Order](#) 26,685 - authorizing the Chief of Police to accept a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of \$11,149 to purchase weapons for use by the Cumberland Police Department and Cumberland Emergency Response Team to support tactical missions in Cumberland and Allegany County

[Order](#) 26,686 - authorizing the Chief of Police to accept a FY21 Community Grant in the amount of \$13,200 to be used to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols

[Order](#) 26,687 - authorizing execution of a Cost-Share Agreement with MD Department of the Environment relative to the Cumberland Flood Control System and Concrete Repairs Project (1-13-FPM) providing that MDE will pay up to 75% in Comprehensive Management Grant Funds of the total project cost, not to exceed \$188,000

[Order](#) 26,688 - authorizing execution of a Cost-Share Agreement with MD Department of the Environment relative to the Evitts Creek Phase 3 Project (No. 05-08-S) providing that MDE will pay up to 87.5% in Bay Restoration Funds of the total project cost, not to exceed \$5,418,560

[Order](#) 26,689 - approving the report from the City Administrator advising that there were no damages arising from the closure of certain portions of East Street, authorized by Ordinance No. 3873, and that any apparent added monetary benefit to the property owners would be determined by the MD Department of Assessments and Taxation

[Order](#) 26,690 - accepting the proposal from Whitman, Requardt & Associates (WRA) to provide final design services for the Evitts Creek Phase III Project (CSX Railyard Sewer

Rehabilitation) (No. 05-08-S) as Amendment No. 6 to the current contract with WRA for Evitts Creek CSO Upgrades Phase III (01-10-WWTP) for the amount not-to-exceed \$568,734 and authorizing the Mayor to execute an Engineering Services Agreement with WRA for these services (of which \$302,100 is eligible for BRNR grant and WQ SRF loan funding)

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

Approval of the Closed Session Minutes of June 9, 2020; the Closed Session and Public Meeting Minutes of June 16, 2020; and the Work Session and Public Meeting Minutes of July 7, 2020

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, June 9, 2020, 5:55 p.m.

The Mayor and City Council convened in open session at 5:55 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) of the General Provisions Article of the Annotated Code of Maryland to discuss the City Administrator's contract.

MOTION: Motion to enter into closed session was made by Council Member Bernard, seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini.

ALSO PRESENT: Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, June 16, 2020, 5:00 p.m.

The Mayor and City Council convened in open session at 5:00 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the City Administrator's contract, to discuss negotiations with the UFCW Local 1994, and to receive legal consultation pertaining to the City's property maintenance code.

MOTION: Motion to enter into closed session was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, and Laurie Marchini. Council Member Seth Bernard was absent.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services, Police Chief Chuck Ternent



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Meeting
Video Conference

DATE: June 16, 2020

I. CLOSED SESSION

1. 5:00 p.m. - Convene in open session for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to the City's Administrator's contract and to discuss negotiations with the UFCW Local 1994 representing certain members of the Cumberland Police Department

II. OPEN SESSION

1. This meeting will be held remotely as a videoconference.

To view the meeting. go to the City's website at www.ci.cumberland.md.us and under the Government tab, locate the Public Meetings link which will take you to Live Meeting Coverage.

To provide public comment during the video conference. citizens must go to the following webpage on Zoom Meeting:

<https://us02web.zoom.us/j/85727920648?pwd=ZXhibEJxVVQyd3ZoSFawbm9vcTILQT09>

and use Meeting ID (857 2792 0648) Password (776066).

To join by phone dial: (+1 301 715 8592); Meeting ID: (857 2792 0648) Password: (776066)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at margie.woodring@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on June 16, 2020. Comments received will be read by City staff during the public comment portion of the meeting.

III. Roll Call

PRESENT:

Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Kenneth Tressler, Director of Administrative Services

IV Statement of Closed Meeting

1. Summary statements of the closed meetings held June 9 and June 16, 2020

Mayor Morriss announced that a Closed Session had been held on June 9, 2020 at 5:55 p.m. and on June 16, 2020 at 5:00 p.m. and read into the record summaries of those sessions, which are attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Director's Reports

Motion to approve the reports was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 4-0.

(A) Administrative Services

Administrative Services monthly report for April, 2020

(B) Engineering

Engineering Division monthly report for May, 2020

(C) Fire

Report of Fire Department Activity for the month of May, 2020

(D) Police

Police Department monthly report for May, 2020

(E) Utilities - Flood, Water, Sewer

Utilities Division / Water Department monthly report for May, 2020

VI. Approval of Minutes

Motion to approve the Minutes was made by Councilwoman Marchini, seconded by Councilman Cioni, and was passed on a vote of 4-0.

1. Approval of the Work Session Minutes of May 12, 2020, and the Budget Work Session and Regular Session Minutes of May 19, 2020

VII. Unfinished Business

(A) Ordinances

Mr. Rhodes introduced the Ordinances and Mr. Tressler provided comments and background, explaining these are the City's annual budget and appropriation Ordinances.

1. **Ordinance No. 3866** (*2nd and 3rd readings*) - providing for the City Tax Levy for FY21. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.
2. **Ordinance 3867** (*2nd and 3rd readings*) - providing for the annual appropriation for the General Fund for FY21
3. **Ordinance 3868** (*2nd and 3rd readings*) - providing for the annual appropriation for the Water Fund for FY21
4. **Ordinance 3869** (*2nd and 3rd readings*) - providing for the yearly appropriation for the Sewer Fund for FY21
5. **Ordinance 3870** (*2nd and 3rd readings*) - providing for the annual appropriations for the Special Purpose Funds for FY21
6. **Ordinance 3871** (*2nd and 3rd readings*) - to provide for an increase in water rates effective July 1, 2020

SECOND READING: The Ordinances were presented in title only for their Second Reading. On a motion made by Councilwoman Marchini, seconded by Councilman Frazier, the Second Readings were passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the Ordinances moved to their Third Reading.

THIRD READING: The Ordinances were presented in title only for their Third Readings and were passed on a vote of 4-0.

VIII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each Order on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve all Consent Agenda items was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

Order 26,649 - accepting the proposal of Century Engineering, Inc. for City Project 36-19-WWTP "Blower Building Electrical Switchgear Replacement - Engineering Services" in the estimated cost of \$29,600, which will include the design and preparation of construction bid documents for the switchgear replacements and a new redundant transformer at the Blower Building at the JDD Water Reclamation Facility

Order 26,650 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the United States Secret Service to formalize an existing

partnership with the Cumberland Police Department, making the department eligible to share funds and seek reimbursement for costs associated with certain investigations

Order 26,651 - authorizing execution of lease agreement with Corner Tavern and Cafe, Embassy Theater, Baltimore Street Grill, City Lights, and Mezzos for the use of public right-of-way for outdoor dining and entertainment for a one-year term effective June 1, 2020 through May 31, 2021

Order 26,652 - accepting the report of the City Administrator, dated June 12, 2020, advising that with regard to the closure of two (2) portions of Park Alley in the vicinity of Williams and Cecelia Street, as approved by Ordinance No. 3865, there were no damages caused to the adjacent property owners, those being Cumberland Gateway Real Estate, LLC, and Alter/Scott Acquisitions, LLC, and that any added monetary value to the property owners as a result of the closure will be determined by the MD Department of Assessments and Taxation

IX. Public Comments

There were no public comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 7:00 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

June 9, 2020, at 5:55 p.m.

Via Video Conference

On June 9, 2020, the Mayor and City Council met in closed session at 5:55 p.m. via video conference to discuss the City Administrator's contract pursuant to Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; Michael S. Cohen, City Solicitor; and Marjorie Woodring, City Clerk

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

No actions were voted upon and the meeting was adjourned at 7:00 p.m.



Raymond M. Morriss, Mayor

JUN 16 2020

Entered into the public record on _____

Mayor and City Council of Cumberland

Closed Session Summary

June 16, 2020, at 5:00 p.m.

Via Video Conference

On June 16, 2020, the Mayor and City Council met in closed session at 5:00 p.m. via video conference to discuss the City Administrator's contract, to discuss negotiations with the UFCW Local 1994, and to receive legal consultation pertaining to the City's property maintenance code, pursuant to Section 3-305(b)(1) (7) and (9) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss;

Council Members Richard Cioni, Eugene Frazier, and Laurie Marchini; Jeff Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services

Absent: Councilman Seth Bernard

On a motion made by Council Member Marchini and seconded by Council Member Frazier, Council voted 4-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:12 p.m.



Raymond M. Morriss, Mayor

JUN 16 2020

Entered into the public record on _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, July 7, 2020
5:42 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard J. Cioni, Eugene T. Frazier, and Laurie P. Marchini

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

I. Discussion regarding proposed legislation to update provisions of the city code pertaining to solid waste pickup

An ordinance was being proposed to update the City Code regarding trash pickup. Mr. Rhodes stated that part of the issues being addressed were raised by citizens complaining where trash containers were sometimes being placed.

Mr. Cohen stated that other issues being address in the ordinance were raised by Burgmeier, the City's solid waste hauler. They asked that changes be made to provide that:

1. Refuse is to be placed in plastic bags regardless whether they are in or outside of a plastic container;
2. The bags cannot be grocery bags; they have to be commercially produced plastic bags.

Mayor Morriss expressed agreement with it being bagged but voiced concern that commercial trash bags would be difficult for some members of our community to purchase.

Councilman Frazier stated that he did not like the idea of bags being required for everything. As long as there wasn't anything liquid that would get on anybody, he didn't see why a bag would be needed. That's what a garbage can is for.

Ms. Woodring noted that some of Burgmeier's concerns also had to do with health issues of their employees. When trash was loose in the can and not contained in bags, handling the loose trash exposed the employees to health risks, especially in this time of COVID-19. Loose diapers were a common problem. Mr. Rhodes stated that statistically, garbage collectors have one of the more dangerous occupations in the country for a number of reasons.

Mr. Cohen stated that as the ordinance is currently drafted, there is a requirement that trash has to be placed in tightly covered containers. People who put their trash in the burgundy recycling totes are not compliant with the City code in place now.

Councilman Frazier added that his concern was for those people who could not afford to buy commercially produced bags; but, considering the health concerns loose trash presents, he is agreeable with requiring bags.

Councilman Cioni feels we are behind the curve on bagging compared to other communities and felt people would get used to the additional cost.

Council provided consensus for the revised code to require that all trash be placed in bags for pickup. It was noted that recycled material did not need to be bagged, and, in fact, should not be bagged.

II. Update from staff regarding efforts to address blight and neighborhood revitalization

Mr. Tressler provided a Power Point presentation regarding Community Development's progress in addressing blight and neighborhood revitalization. The following issues were discussed:

1. Understand the Data - Review and Standardize Lists
 - Blight Action Plan (512)
 - Tax Sale Properties (613)
 - Negligent Property Owners (141)
 - City Owned Properties (478)
 - Nuisance Tracking with Citizenserve Software
 - Incorporate Housing Study Recommendations

Mr. Tressler discussed that the data was recorded in multiple formats so a combined list was needed in order to access by street, owners, etc. The Blight Study provided a list of properties, but many of them were identified by latitude and longitude rather than address, or were in different formats. Staff is working to get everything in the same format so it can be entered into GIS and in a way that will allow us to look at a map and see where the issues are and zoom in and see individual issues with each property. This is an ongoing process.

2. Categorize

Staff will come up with lists of properties to be demolished generated from properties that the City owns, tax sales properties, rehabbed properties, and non-buildable lots that could be offered to property owners for extending their yards. Land banked lots

would be identified as multiple lots that could be adjacent to each other or in areas that we are promoting development such as the Rolling Mills area.

3. Obtain Properties

Staff is coordinating with Economic Development so we are all working in the same direction. After the lists and categorizing, we will prioritize areas by:

- Streets
- Sections of towns
- Rehab of development opportunities
- Safety concerns
- State and/or Federal Funding (demolition monies available)

4. Systematically Sell Properties

Once a list of properties owned or controlled by the City is established, staff will systematically try to sell them or make them productive for the city. Redevelopment areas will be targeted. Disposing of the properties will reduce City maintenance fees attributed to upkeep and mowing the lawn, which can be \$500 to \$700 a year, and those properties will be the first offered for sale. Lots will also be offered to adjacent property owners to allow them to expand their yards.

The process will be to first declare the first round of properties surplus, hopefully at the next Council meeting. Bids will be formally solicited, advertising signs will be put up at each site, and interested parties will be directed to visit the City's website for directions on how to submit bids. The bid will require the interested party to submit the intended use for the property and there may be a riveter clause in the agreement of sale.

Mayor Morriss agreed that it would be good to have one format to be able to access information and have GIS mapping available. The goal will be to get these properties back on the tax roles and to revitalize our neighborhoods. He recommended that consideration should also be given to creating green space throughout the city.

Mr. Tressler recognized Mr. Thacker as a great asset for his knowledge of the neighborhoods and properties.

Mr. Cioni advised Mr. Thacker of a gentleman on who lived on Walnut Street and who needed a simpler process so he can access a lot. Mr. Thacker responded that Mr. Tressler was working on declaring those properties surplus so they can go to bid. He added that Matt Miller had brought up the idea of deconstruction, by which companies use people released from prison to take buildings apart piece by piece, and the pieces are sold to recoup money at salvage stores. Mr. Thacker suggested that the City may be able to stretch its demolition funding by exploring these possibilities.

Councilman Frazier agreed it sounded good as long as it didn't cost more money than just to demolish it.

Mr. Thacker responded that it was going to cost less money and considered a green process because most of it would be recycled and would therefore reduce our landfill bill.

Mayor Morriss stated that the coordination with Matt Miller and the CEDC is crucial going forward for the strategic plan and that he was looking forward to the completion of the Housing Study.

IV. ADJOURNMENT

With nothing further for work session, motion to move into closed session to discuss negotiation issues with the AFSME Local 553 pursuant to Section 3-305 (b)(9) of the General Provisions Article of the Annotated Cod of Maryland was made by Council Member Marchini, seconded by Council Member Frazier, and was approved on a vote of 5-0.

The work session adjourned at 5:30 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Meeting
Video Conference

DATE: July 07, 2020

I. CLOSED SESSION

5:45 PM - Convene in open session for the purpose of closing the meeting for an execution session pursuant to Section 3-305 (b) (9) to discuss negotiation issues with AFSCME Local #553

II. OPEN SESSION

6:15 PM - Reconvene into Open Session

This meeting will be held remotely as a videoconference.

To view the meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab.

To provide public comment during this video conference, citizens must go to the following webpage on Zoom Meeting:

<https://us02web.zoom.us/j/83126134941?pwd=R0VaVnIEQ0R3bHcxSmlyUDBwWmQ2dz09>

and use Meeting ID (831 2613 4941) Password (194130)

To join by phone dial: (+1 301 715 8592); Meeting ID (831 2613 4941) Password (194130)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at Margie.woording@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on July 7, 2020. Comments received will be read during the public comment portions of the meeting.

III. Roll Call

PRESENT:

Councilman Seth Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini
President Raymond M. Morriss

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

IV. Statement of Closed Meeting

1. Summary statement of closed meeting held July 7, 2020

Mayor Morriss announced that a Closed Session had been held on July 7, 2020 at 5:42 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Approval of Minutes

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

1. Approval of the Executive Session Minutes of March 31, 2020 and April 7, 2020, and the Regular Session Minutes of June 16, 2020

VI. Public Hearings

1. Public Hearing - to receive comment on the proposed Charter Amendment Resolution (C.A.R.) No. 148 to amend Section 73A of the City Charter to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety, and/or welfare, and to empower the Mayor and City Council to pass executive orders in emergencies.

To provide comment during the Public Hearing, please refer to the instructions noted under Open Session above.

The Public Hearing convened at 6:26 p.m.

Mr. Rhodes provided background on the proposed Charter Amendment Resolution, saying that the COVID-19 pandemic had put this in the forefront, and stated there has been a provision in the City Charter for a while for declaration of emergencies, but only affected certain employees. He added that this is about in the time of an emergency, creating the greatest latitude from an internal aspect. Mr. Rhodes went on to say that this isn't about declaring curfews, etc., this is about how we operate the organization, and having the latitude to do so in an emergency situation, where all types of things can come into play.

City Solicitor Cohen outlined the Charter Amendment Resolution, saying that emergencies are rare and extreme:

- C.A.R provides that the City Administrator can declare that an emergency exists.
- The City Administrator can pass administrative orders that affect suspension or modification of provisions of the City Code
- Administrative orders are temporary in nature – 30 days
- Mayor and City Council (M&CC) can also pass executive orders – but unlike administrative orders, these are unlimited in duration.
- The City Administrator and M&CC can suspend City policies and terms of collective bargaining agreements and amendments entered into after the date that this C.A.R. is adopted.

Mr. Rhodes said, as an example, this pandemic would have been something under the proposed legislation that the M&CC would have been advised to take that action, because it wouldn't have been expected to have been taken care of in 30 days, as opposed to a large utility failure.

Mayor Morriss announced that there was a comment received via email from Chris Allison, 218 Carroll Street, and read that comment that stated he was in opposition to empowering City leaders because of his perceived displeasure of their capabilities, as well as his displeasure with the City Police Dept. Mayor Morriss thanked him for his comments, but respectfully disagreed with them, stating that he has found the leadership of this City, staff and Council, to be mature, thoughtful in analysis of issues and concerns, and they always work to develop a meaningful plan.

The Mayor added that he has great trust in those he works with, and said that regarding the City Police, he is very proud of the Cumberland Police Department. He stated that he believes they are well-trained, and they have been supervised well for many years. Council stated that they have never heard comments such as this about the Police Department.

The Public Hearing adjourned at 6:36 p.m.

VII. New Business

(A) Ordinances

Mr. Rhodes reviewed the Ordinance stating that the unnamed alley and the portion of East Street, both owned by M&CC, are essentially the East Side School site, and the loop road in front of where the school was.

Ordinance 3873 (1st Reading) - providing for the closure of 1) a portion of an unnamed alley running north from its intersection with East Street, and 2) a portion of East Street between Reynolds Street and Interstate 68. Both parcels lay between lands owned by the Mayor and City Council of Cumberland and the City has agreed to sell the lands to Allegany Junction LP pursuant to the terms of a Purchase Agreement previously executed by both parties.

The Ordinance was presented in title only for its First Reading. Motion to approve the First Reading and table until next meeting was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve Consent Agenda Item Nos. 26,653 – 26,661 and 26,663 – 26,670 was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0. Motion to approve Consent Agenda Item No. 26,662 only was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 4-0, with Councilwoman Marchini abstaining.

Order 26,653 - authorizing the Chief of Police to accept a FY21 NIBRS Implementation Byrne-Justice Assistance Grant (BJAG) in the amount of \$45,000 to be used to further prepare for the Cumberland Police Department's (CPD) migration from the existing Uniform Crime Reporting (UCR) format to the new National Incident Based Reporting System (NIBRS) format by January 2021. Funds will be applied toward developing a computer training lab within the CPD and will pay for instructors and students to attend this specialized training.

Order 26,654 - authorizing the Chief of Police to accept a GOCCP FY21 Sex Offender Compliance Grant in the amount of \$20,427 for overtime support for the Cumberland Police Department and Allegany County Sheriff's Office to perform home-visit compliance checks of registered sex offenders to confirm residency

Order 26,655 - authorizing the Chief of Police to accept a State Aid for Police Protection Grant for FY21 in the amount of \$478,883 to be used exclusively to provide adequate police protection in the City of Cumberland, MD

Order 26,656 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Dept. to conduct six drug interdiction events between now and June 7, 2021, partnering with the Sheriff's Office, Frostburg Police Dept., and the MD State Police, as appropriate, in an attempt to reduce the illicit supply of opioids in Allegany County. Grant money in the amount of \$10,000 has been appropriated by the Health Dept. through the Opioid Operational Command Center for these initiatives and to cover meals for one officer to attend Drug Recognition Expert training.

Order 26,657 - authorizing execution of a Joint Use Agreement with The Housing Authority of the City of Cumberland, MD and the Department of Natural Resources to accept \$149,000 in Community Parks and Playgrounds Program funding for playground improvements at 635 East First Street (Jane Frazier Village) and to provide contingencies for use of the funds

Kathy McKenney, Community Development Program Manager explained that this particular document is only required when funds are utilized on a location that is not owned by the local government.

Order 26,658 - accepting the bid of Harbel, Inc. for "ADA Improvements at 218 Washington Street Project (19-18-M)" in the estimated unit cost of \$37,339.40, which also includes construction phase support, and rejecting all other bids

Councilwoman Marchini asked if there were going to be issues with the bricks during these repairs. Ms. McKenney stated that the intention is for the bricks to be removed and re-installed, and added that conceptually the project has already been present to the Historic Preservation Commission (HPC), so she doesn't anticipate any issues with the bricks.

Order 26,659 - authorizing execution of a Concession License Agreement with Joyce Wormack for the operation of the concession area on the second floor of the Casino Building at the Constitution Park Pool from June 1, 2020, through September 30, 2020, for a license fee of \$900

Order 26,660 - authorizing execution of an Employment Agreement with John Charles Ternent for the position of Police Chief for a three (3) year term to be effective retroactive to April 7, 2020, and extending through January 1, 2023, with provisions for automatic renewals

Order 26,661 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for the period July 1, 2020, through July 1, 2021, in the estimated amount of \$1,085,492 (Premium \$272,812 / Cash Collateral Fund \$790,000 / Claims Service Fund \$22,680) and authorizing execution of documents to effect the coverage

Order 26,662 - authorizing payment to CBIZ Insurance Services, Inc. for FY21 Risk Management Services for the period July 1, 2020, through June 30, 2021, in the amount not to exceed \$32,500

Order 26,663 - authorizing execution of a Memorandum of Agreement with the MD Department of Housing and Community Development for the administration of the federally funded Section 8 Housing Choice Voucher Program for the term retroactive to July 1, 2020, and through June 30, 2023

Order 26,664 - authorizing execution of an Amendment to the Purchase Agreement with Allegany Junction Limited Partnership dated April 7, 2020, pertaining to the sale of a certain parcel of land located at 100 Reynolds Street, to allow Allegany Junction LP to add an additional two (2) 30-day Closing Extensions to allow for the closing of all necessary public rights of ways

Order 26,665 - authorizing the execution of Change Order No. 7 to the existing contract with Leonard S. Fiore, Inc. for City Project "CSO Storage Facility at WWTP" (1-10-WWTP), increasing calendar days by 90 for substantial completion, and by 45 for final completion, with no increase to the current contract price of \$26,364,856.88. This Change Order is contingent upon approval from the MD Dept. of the Environment

Order 26,666 - authorizing the execution of Change Order No.1 to the current contract with Casey Smith, LLC dba Service Pro for the "Non-Residential Grass Mowing Contract (11-19-M)" to add City-owned property on Baker Street to the contract for the increased amount of \$1,760, bringing the current contract total to \$40,160

Order 26,667 - authorizing the execution of Change Order No 3 to the current contract with Casey Smith LLC dba Service Pro for the "Residential Grass Mowing Contract (10-19-M)" to add eight (8) recently acquired properties to the contract for the increased amount of \$4,800 for FY20, bringing the current yearly contract amount to \$56,710

Order 26,668 - authorizing the City Administrator to execute FY21 Employment Agreements for part-time employees for the City of Cumberland

Order 26,669 - authorizing the City Administrator to execute all Employment Agreements for seasonal employees entered into during the 2020 spring/summer season; notwithstanding that said agreements shall not exceed six (6) months from the date of execution

Order 26,670 - approving funding changes to various Community Legacy Central Business District Leasehold Improvement Projects that were previously approved by Order Nos. 26,402 and 26,432. Total amount of the awards remains \$75,000

Kathy McKenney, Community Development Program Manager, provided information on the Leasehold Improvement Projects, saying that within those 2 M&CC Orders, there were six projects approved. The owner of the 206 and 208 N. Centre Street asked for the funding allocated to those two projects to be adjusted because one of the projects has had the ability to move forward more quickly.

VIII. Public Comments

Mr. Rhodes advised that there was a question on the live feed about fixing the bridge at The Kensington, and stated that will be the first bridge replaced. Mr. Rhodes also advised that a representative from the Times-News asked about the Police Protection Grant, with Mr. Rhodes explaining that the funds were not specific, and will be used for general operation of the Cumberland Police Department.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:56 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Wooding, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

July 7, 2020, at 5:42 p.m.

Via Video Conference

On July 7, 2020, the Mayor and City Council met in closed session at 5:42 p.m. via video conference to discuss negotiation issues with AFSCME Local #553 pursuant to Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; Jeff Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services

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

No actions were voted upon and the meeting was adjourned at 6:10 p.m.



Raymond M. Morriss, Mayor

JUL - 7 2020

Entered into the public record on _____

File Attachments for Item:

Ordinance 3874 (*2nd and 3rd readings*) - to repeal and reenact with amendments Section 21-4 (A) pertaining to the placement of refuse for collection, and Section 21-8 pertaining to the enforcement of solid waste regulations

ORDINANCE NO. 3874

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 21-4(A) PERTAINING TO THE PLACEMENT OF REFUSE FOR COLLECTION AND 21-8 PERTAINING TO THE ENFORCEMENT OF CHAPTER 21 OF THE CITY CODE (THE CITY'S SOLID WASTE REGULATIONS)."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that section 21-4(a) of the Code of the City of Cumberland (1991 Edition) be and hereby is repealed and reenacted, the said reenacted version being set forth below.

a) *Placement of refuse for collection.*

(i) *Generally.*

A. *Refuse in containers.* Property owners shall place bagged refuse in tight covered containers. This refuse may be placed in commercially-produced plastic bags which are intended for the disposal of household refuse and have a capacity of no more than thirty-two (32) gallons or it may be placed in grocery store or similar plastic bags.

B. *Refuse outside of containers.* Refuse need not be placed in tight covered containers if it is placed in the commercially produced plastic bags described in subsection A.

C. *Draining of refuse.* All refuse must be drained and wrapped in paper before being placed in such containers.

D. *Prohibition of loose refuse in containers.* Loose refuse may not be placed in containers set out for pickup.

(ii) *Yard waste; tree branches.* Subsections (i)A and (i)B do not apply to yard waste and tree branches. Yard waste must be placed in tight covered containers or commercially-produced plastic bags which are intended for the disposal of yard waste and have a capacity of no more than sixty-five (65) gallons with the exception of tree branches. Tree branches must be cut up or folded to a length not to exceed forty-eight (48) inches and securely tied with stout cord in suitable bundles.

(iii) *Tying of bags.* All bags storing refuse of any kind, including yard waste, must be securely tied so as to prevent refuse from falling out.

(iii) *Recyclables.* Recyclables shall be stored for collection in the manner required by the City's solid waste removal contractor. As May 1, 2020, the aluminum, tin, glass and plastic set out for recycling must be placed in totes supplied by the contractor and newspapers, magazines, office paper and cardboard set out for recycling must be set out in bundles measuring no more than twenty-four (24) inches by twenty-four (24) inches. No plastic other than containers used for household purpose which are made of number 1,2,4, 5 or 7 plastic may be set out for recycling.

(iv) *Placement for pickup; weight limit.* The foregoing containers and bundles shall be placed in a convenient place for pickup. Refuse containers and bundles of branches placed for collection may not weigh in excess of forty (40) pounds.

(v) *Third party refuse prohibition.* Third parties may not place their refuse in other persons' containers or on their property. Property owners shall not permit third parties to place their refuse in the property owners' containers.

SECTION 2: AND BE IT FURTHER ORDAINED, that section 21-8 of the Code of the City of Cumberland (1991 Edition) be and hereby is repealed and reenacted, the said reenacted version being set forth below.

Sec. 21-8. - Enforcement of chapter.

It shall be the duty of the department of community development to watch over the collection of refuse and to report to the city council and the county health officer all cases of neglect of duty on the part of the solid waste collection contractor, any driver of a garbage vehicle or of any customer, as provided by this chapter. The City's code enforcement officers shall be responsible for the enforcement of the terms of this Chapter.

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

Passed this _____ day of May, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie E. Woodring, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 21-4(A) PERTAINING TO THE PLACEMENT OF REFUSE FOR COLLECTION AND 21-8 PERTAINING TO THE ENFORCEMENT OF CHAPTER 21 OF THE CITY CODE (THE CITY'S SOLID WASTE REGULATIONS)."

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a) *Placement of refuse for collection.*

(i) — *Generally.*

A. *Refuse in containers.* Property owners shall place *bagged* refuse in tight, covered containers. *This refuse may be placed in* ~~or~~ commercially-produced plastic bags which are intended for the disposal of household refuse and have a capacity of no more than thirty-two (32) gallons *or it may* ~~—~~ *be placed in grocery store or similar plastic bags.*

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B. *Refuse outside of containers.* Refuse *need not be placed in tight covered containers if it is placed in the commercially produced plastic bags described in subsection A.*

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C. Draining of refuse. All refuse must be drained and wrapped in paper before being placed in such containers.

~~(i)~~

D. Prohibition of loose refuse in containers. Loose refuse may not be placed in containers ~~which are~~ set out for pickup. ~~It must be bagged in commercially produced plastic bags which are intended to be used for the disposal of household refuse and have a capacity of no more than thirty-two (32) gallons. Such refuse may also or placed in grocery store bags.~~

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~~(iii)~~(ii) Yard waste; tree branches. Subsections (i)A and (i)B do not apply to yard waste and tree branches. ~~Subject to subsection (ii),~~ Yard waste must be placed in tight, covered containers or commercially-produced plastic bags which are intended for the disposal of yard waste and have a capacity of no more than sixty-five (65) gallons with the exception of tree branches. Tree branches must be cut up or folded to a length not to exceed forty-eight (48) inches and securely tied with stout cord in suitable bundles.

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~~(iv)~~ (iii) Tying of bags. All bags storing refuse of any kind, including yard waste, must be securely tied so as to prevent refuse from falling out.

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~~(v)~~(iii) Recyclables. Recyclables shall be stored for collection in the manner required by the City's solid waste removal contractor. As May 1, 2020, the aluminum, tin, glass and plastic set out for recycling must be placed in totes supplied by the contractor and

newspapers, magazines, office paper and cardboard set out for recycling must be set out in bundles measuring no more than twenty-four (24) inches by twenty-four (24) inches. No plastic other than containers used for household purpose which are made of number 1,2,4, 5 or 7 plastic may be set out for recycling.

~~(vi)~~(iv) — *Placement for pickup; weight limit.* The foregoing containers and bundles shall be placed in a convenient place for pickup. Refuse containers and bundles of branches placed for collection may not weigh in excess of forty (40) pounds.

~~(vii)~~ — *Third party refuse prohibition.* Third parties may not place their refuse in other persons' containers or on their property. ~~and p~~Property owners shall not permit third parties to place their refuse in the property owners' containers.

(v)

SECTION 2: AND BE IT FURTHER ORDAINED, that section 21-8 of the Code of the City of Cumberland (1991 Edition) be and hereby is repealed and reenacted, the said reenacted version being set forth below.

Sec. 21-8. - Enforcement of chapter.

It shall be the duty of the department of community development to watch over the collection of refuse and to report to the city council and the county health officer all cases of neglect of duty on the part of the solid waste collection contractor, any driver of a garbage vehicle or of any customer, as provided by this chapter. The City's code enforcement

officers shall be responsible for the enforcement of the terms of this Chapter.

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

Passed this _____ day of May, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie E. Woodring, City Clerk

File Attachments for Item:

Resolution R2020-03 - supporting Governor Hogan's efforts to control and prevent the spread of COVID-19

City of Cumberland

- Maryland -

RESOLUTION

No. R2020-03

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, SUPPORTING GOVERNOR HOGAN'S EFFORTS TO CONTROL AND PREVENT THE SPREAD OF COVID-19

WHEREAS, on March 5, 2020, Maryland Governor Larry Hogan declared a state of emergency as well as a catastrophic health emergency, pursuant to the Maryland Constitution and Laws of Maryland, in an effort to control and prevent the spread of COVID-19 throughout the entire state of Maryland; and

WHEREAS, in accordance with the Governor's mandates regarding social distancing, businesses and agencies have either remained closed or have reopened with distancing protocols in place, countless community events have been cancelled, and citizens and non-essential workers have been encouraged to "stay safe-at-home;" and

WHEREAS, despite these and many other efforts to the contrary, the ongoing COVID-19 pandemic continues to present an unprecedented threat to the health and economic well-being of all of Maryland's citizens and municipalities, and, in fact, the world; and

WHEREAS, state and local governments are on the frontlines of our nation's public health emergency response and overall public safety efforts and citizens look to them for a strong and collaborated response to address this crisis;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of Cumberland, do hereby express their continued and resolute support of all efforts by Governor Hogan and the Maryland Department of Health to curb the unparalleled and dire threat of COVID-19 in our community; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland call upon each citizen of Cumberland to take seriously the severity of the threat of COVID-19 to our lives and general wellbeing by complying with the orders set in place by the State of Maryland; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland have directed the Cumberland Police Department to continue to enforce the issue of compliance; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland recognize that face coverings, having been acknowledged to lower instances of COVID-19 infection rates, are perhaps one of our most effective tools to combat this disease, and do strongly recommend and urge all citizens to comply with the Governor's orders and adopt the simple and common sense act

of wearing a face covering in public areas, including retail, food service, and other establishments, and to maintain the 6-foot rule to help break the chain of infection; and

BE IT FURTHER RESOLVED, that the Mayor and City Council reiterate the terms of the Governor’s Order No. 20-04-15-01, which specifically defines a “face covering” as a covering that fully covers a person’s nose and mouth; and thus, it is a violation of the law to wear a face covering in such a way that the nose is left uncovered; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland do hereby declare that in this extraordinary time of uncertainty and unease, we all must remain informed and stay diligent in our efforts to practice safety measures each and every day to protect ourselves, our families, our friends, and our neighbors, knowing that we are all in this together and that together we will get through it.

**GIVEN UNDER OUR HANDS AND SEALS THIS 4TH DAY OF AUGUST, 2020,
WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED,
DULY ATTESTED BY THE CITY CLERK**

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

Order 26,683 - authorizing execution of a Lease Agreement with Uncle Jack's Pizzeria & Pub for the use of space in the public right-of-way to the rear of 20 S. Mechanic Street for outdoor dining purposes for the term of August 4, 2020 through May 31, 2021

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

ORDER NO. 26,683

DATE: August 4, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement with Uncle Jack's Pizzeria & Pub for the use of space in the public right of way to the rear of 20 S. Mechanic Street for outdoor dining purposes for the term of August 4, 2020 through May 31, 2021.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and Uncle Jack's Pizzeria and Pub (“Lessee”).

WHEREAS, Lessee operates a restaurant at 20 S. Mechanic Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in back of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to the rear of its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of twenty-two (22) feet and width of twenty-two (22) feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on August 4, 2020, and shall terminate on May 31, 2021, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the **“Mayor and City Council of Cumberland”** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee’s use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Uncle Jack's Pizzeria & Pub
c/o Dennis Dillon
104 Forest Drive
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

23. Captions. The marginal captions of this Lease are for convenience only and in no way define or limit the intents, rights or obligations of the parties hereunder.

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

LESSEE

Pershing Street

EXHIBIT I
Uncle Jack's Pizzeria
& Pub

3,111 N

Center St

Dumpsters

Tables

10' →

Marchant's Alley

Jack's
Deck

Cafe
Marchant's

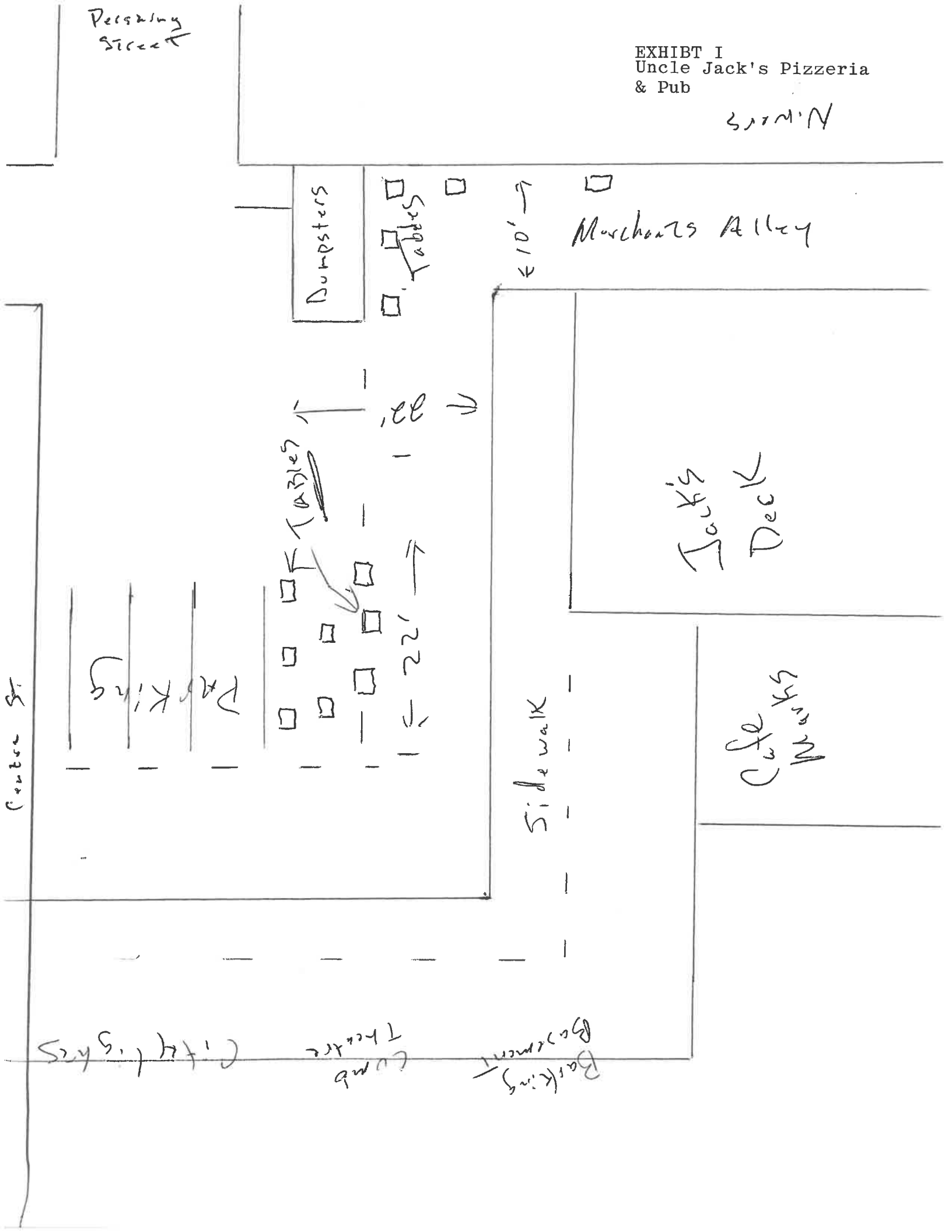
Side walk

Parking

City Lights

Comb
Theatre

Backstage
Basement



File Attachments for Item:

. Order 26,684 - granting Residential Exemptions from the Special Taxing District levy for the tax year 2020-2021 for 47 Baltimore Street, 45 N. Centre Street, 43-45 N Liberty Street, and 50-52 N. Centre Street

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

ORDER NO. 26,684

DATE: August 4, 2020

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

THAT, the following Residential Exemptions from the Special Taxing District Levy for the 2020-2021 tax year be and is hereby granted:

TAX YEAR 2020-2021

Property / Owner	Tax Year / Account No.	Tax Year	Tax Amt.	Exemption Amt.
Chevez, Robert J.	47 Baltimore St. / 04-023226	2020-21	1204.30	802.87
Rhee, Daniel	45 N. Centre St. / 14-003207	2020-21	1110.82	555.41
Humbertson, William	43-45 N. Liberty St. / 14-005773	2020-21	398.54	199.27
Humbertson, William	50-52 N. Centre St. / 14-005781	2020-21	616.06	308.03

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

Raymond M. Morriss, Mayor

**City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION**

Tax Year 7/1/2020 - 6/30/2021

I, Robert J. CHEVEZ request an exemption from the Special Taxing District Levy for property owned by me at: 47 BALTIMORE ST, Cumberland

My request is based upon the fact that:

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

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

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

Residential 1/3 %
Industrial _____ %

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

Signed: Robert J. Chavez

Date: 7/15/2020

For City use

Tax Account No: 04 023226 4P

	Assessed Amount	Tax Amount
Original	264100	1204.30
Exempt	88033	401.43
Balance	176067	802.87

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2020

I, Daniel Rhee request an exemption from the Special Taxing District Levy for property owned by me at: 45 N. CENTRE STREET, CUMBELLAND, MD
21502

My request is based upon the fact that:

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

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

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

Residential 50 %

Industrial %

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

Signed: 

Date: 06-15-2020

For City use

Tax Account No: 14 003207 4P

	Assessed Amount	Tax Amount
Original	2436.00	1110.82
Exempt	1218.00	555.41
Billable	1218.00	555.41

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2020

I, WILLIAM HUMBERTSON request an exemption from the Special Taxing District Levy for property owned by me at: 43-45 N. LIBERTY STREET, CUMBERLAND, MD 21502

My request is based upon the fact that:

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

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

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

Residential 50 %

Industrial %

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

Signed: 

Date: 06-15-2020

For City use

Tax Account No: 14005773 4P

	Assessed Amount	Tax Amount
Original	87400	398.54
Exempt	43700	199.27
Billable	43700	199.27

**City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION**

Tax Year 2020

I, William Humberston request an exemption from the Special Taxing District Levy for property owned by me at: 50-52 N. CENTRE STREET, CUMBERLAND, MD
21502

My request is based upon the fact that:

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

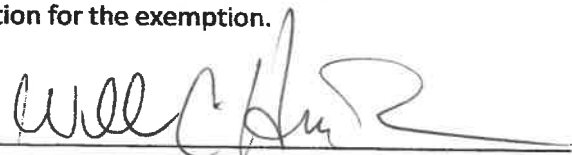
 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

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

Residential 50 %

Industrial %

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

Signed: 

Date: 06-15-2020

For City use

Tax Account No: 14005781 4P

	Assessed Amount	Tax Amount
<i>Original</i>	135100	616.06
<i>Exempt</i>	67550	308.03
<i>Billable</i>	67550	308.03

File Attachments for Item:

. Order 26,685 - authorizing the Chief of Police to accept a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of \$11,149 to purchase weapons for use by the Cumberland Police Department and Cumberland Emergency Response Team to support tactical missions in Cumberland and Allegany County

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

ORDER NO. 26,685

DATE: August 4, 2020

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

THAT the Chief of Police be and is hereby authorized to accept a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of Eleven Thousand, One Hundred Forty-Nine Dollars (\$11,149.00) to be used to purchase weapons for use by the Cumberland Police Department and Cumberland Emergency Response Team to support tactical missions in Cumberland and Allegany County..

Raymond M. Morriss, Mayor

City of Cumberland

Department of Police

20 Bedford Street, Cumberland, Maryland 21502

Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov



John "Chuck" Ternent
Chief of Police

July 21, 2020

Honorable Mayor Morris and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

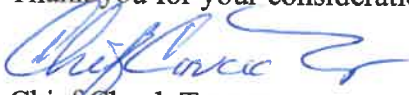
Mayor and City Council:

The United States Bureau of Justice has recently made a grant award in the amount of \$11,149.00 available to the Cumberland Police Department and the Allegany County Sheriff's Office through the Edward Byrne Memorial Justice Assistance Grant Formula Program. The Bureau of Justice determines allocation amounts based on calculations using Uniform Crime Report statistics and population data. The purpose of this funding is to support local law enforcement programs.

The Cumberland Police plans on using the funding to purchase equipment in the form of weapons, to be utilized by the Cumberland Police Department, Cumberland Emergency Response Team to support tactical missions in Cumberland as well as Allegany County.

I would like to invite Mayor Morris and each council member to comment on the above project and give their input. I would also request the above project be made public and an opportunity to comment be provided to the citizens of Cumberland at a public meeting. If you have any questions or would like to discuss the project, please contact Chief Chuck Ternent at 301-759-6475 or chuck.ternent@cumberlandmd.gov.

Thank you for your consideration.


Chief Chuck Ternent

Council Agenda Summary

Meeting Date: August 4, 2020
Agenda Item Number: FY21 Edward Byrne Memorial Justice Assistance Grant (BJAG)
Key Staff Contact: Chief John “Chuck” Terner

Item Title:

FY21 Edward Byrne Memorial Justice Assistance Grant (BJAG)

Summary:

Authorize the Chief of Police to accept the FY21 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$11,149 to be used to purchase weapons to be utilized by the Cumberland Police Department and the Cumberland Emergency Response Team to support tactical mission in Cumberland as well as Allegany County.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$11,149
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,686 - authorizing the Chief of Police to accept a FY21 Community Grant in the amount of \$13,200 to be used to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols

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

ORDER NO. 26,686

DATE: August 4, 2020

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

THAT the Chief of Police be and is hereby authorized to accept a FY21 Community Grant under the Maryland Community Grant Program Fund in the amount of Thirteen Thousand, Two Hundred Dollars (\$13,200.00) to be used to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols.

Raymond M. Morriss, Mayor

Grant: CGPF-2021-0003



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

July 24, 2020

Captain Chuck Ternent
Captain
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: CGPF-2021-0003

Dear Captain Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Community Grant**," in the amount of \$13,200.00 has received approval under the Community Grant Program Fund program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's Community Grant program helps reduce existing gaps in services and foster collaboration and cooperation among partner agencies and stakeholders in Cumberland County. The program will provide funding for officers to attend community events and conduct neighborhood foot and bike patrols. The program will also purchase promotional items to be distributed during community events. Program funds provide for personnel and program supplies.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to you as the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Jacqueline Adams**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.
Executive Director

Council Agenda Summary

Meeting Date: August 4, 2020

Agenda Item Number: FY21 Community Grant

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY21 Community Grant

Summary:

Authorize the Chief of Police to accept the FY21 Community Grant in the amount of \$13,200.00 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols. Program funds will be for personnel and program supplies.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$13,200
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,687 - authorizing execution of a Cost-Share Agreement with MD Department of the Environment relative to the Cumberland Flood Control System and Concrete Repairs Project (1-13-FPM) providing that MDE will pay up to 75% in Comprehensive Management Grant Funds of the total project cost, not to exceed \$188,000

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

ORDER NO. 26,687

DATE: August 4, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Cost-Share Agreement between the Maryland Department of the Environment (MDE) and the City of Cumberland relative to the Cumberland Flood Control System and Concrete Repairs Project (No. 1-13-FPM) , providing that MDE will pay up to 75% in Comprehensive Flood Management Grant Funds of the total project cost, not to exceed One Hundred Eighty-eight Thousand Dollars (\$188,000.00).

Raymond M. Morriss, Mayor

**COST-SHARE AGREEMENT BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND THE CITY OF CUMBERLAND**

THIS COST-SHARE AGREEMENT is made this ____ day of _____, 2020, between the Office of Budget and Infrastructure Financing, a unit of the Maryland Department of the Environment (the "Department"), and The City of Cumberland, (the "Recipient").

The Department will allocate up to 75% of the total project cost, not to exceed One Hundred Eighty Eight Thousand Dollars (\$188,000) in Comprehensive Flood Management Grant Funds for the Cumberland Flood Control System and Concrete Repairs project in the City of Cumberland. The Department may, at its discretion, provide the Recipient additional grant funds towards the total eligible project costs for the project described in the Capital Projects Financial Assistance Pre-Application dated July 29, 2019, contingent upon the availability of state funds and subject to approval by the Maryland Board of Public Works.

The completed Capital Projects Financial Assistance Pre-Application and Conditions of Financial Assistance Award are expressly incorporated herein by reference and made part of this agreement.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Witness

By: _____
Terri Wilson, Director
Office of Budget and Infrastructure
Financing
Date

CITY OF CUMBERLAND

Witness

By: _____
Honorable Raymond M. Morriss
Mayor
Date

Council Agenda Summary

Meeting Date: August 4, 2020

Agenda Item Number: 1-13-FPM

Key Staff Contact: Matt Idleman

Item Title:

Cost Share Agreement with Maryland Department of the Environment for the Cumberland Flood Control System and Concrete Repairs Project.

Summary:

Requesting the execution of a Cost-Share Agreement with MDE relative to the Cumberland Flood Control System and Concrete Repairs Project, providing that MDE will pay up to 75% in Comprehensive Flood Management Grant Funds of the total project cost, not to exceed One Hundred Eighty Eight Thousand Dollars (\$188,000).

Issues and Considerations:

None

Fiscal Impact:	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	
Value of award:	\$188,000.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	75% Comprehensive Flood Management Grant Funds 25% Local Government Match
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,688 - authorizing execution of a Cost-Share Agreement with MD Department of the Environment relative to the Evitts Creek Phase 3 Project (No. 05-08-S) providing that MDE will pay up to 87.5% in Bay Restoration Funds of the total project cost, not to exceed \$5,418,560

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

ORDER NO. 26,688

DATE: August 4, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Cost-Share Agreement between the Maryland Department of the Environment (MDE) and the City of Cumberland relative to the Evitts Creek Phase 3 Project (No. 05-08-S), providing that MDE will pay up to 87.5% in Bay Restoration Funds of the total project cost, not to exceed Five Million, Four Hundred Eighteen Thousand, Five Hundred Sixty Dollars (\$5,418,560.00).

Raymond M. Morriss, Mayor

**COST-SHARE AGREEMENT BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND THE CITY OF CUMBERLAND**

THIS COST-SHARE AGREEMENT is made this ____ day of _____, 2020, between the Office of Budget and Infrastructure Financing, a unit of the Maryland Department of the Environment (the "Department"), and The City of Cumberland, (the "Recipient").

The Department will allocate up to 87.5% of the total project cost, not to exceed Five Million Four Hundred Eighteen Thousand and Five Hundred Sixty Dollars (\$5,418,560) in Bay Restoration Funds for the Evitts Creek CSO Upgrade Phase III (CXS Rail Yard) project in the City of Cumberland. The Department may, at its discretion, provide the Recipient additional grant funds towards the total eligible project costs for the project described in the Capital Projects Financial Assistance Pre-Application dated January 21, 2015, contingent upon the availability of state funds and subject to approval by the Maryland Board of Public Works.

The completed Capital Projects Financial Assistance Pre-Application and Conditions of Financial Assistance Award are expressly incorporated herein by reference and made part of this agreement.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Witness

By: _____
Terri Wilson, Director
Office of Budget and Infrastructure
Financing
Date

CITY OF CUMBERLAND

Witness

By: _____
Honorable Raymond M. Morriss
Mayor
Date

Council Agenda Summary

Meeting Date: August 4, 2020

Agenda Item Number: 5-8-S

Key Staff Contact: Robert Smith

Item Title:

Cost Share Agreement with Maryland Department of the Environment for the Evitts Creek Phase 3 Project.

Summary:

Requesting the execution of a Cost-Share Agreement with MDE relative to the Evitts Creek Phase 3 Project, providing that MDE will pay up to 87.5% in Bay Restoration Funds of the total project cost, not to exceed Five Million Four Hundred Eighteen Thousand and Five Hundred Sixty Dollars (\$5,418,560).

Issues and Considerations:

None

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399L.63000
Value of award:	\$5,418,560.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	87.5% MDE 12.5% Local Government Match
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,689 - approving the report from the City Administrator advising that there were no damages arising from the closure of certain portions of East Street, authorized by Ordinance No. 3873, and that any apparent added monetary benefit to the property owners would be determined by the MD Department of Assessments and Taxation

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

ORDER NO. 26,689

DATE: August 4, 2020

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

THAT, the report from the City Administrator pertaining to the closure of 1) a portion of an unnamed alley running north from its intersection with East Street, and 2) a portion of East Street between Reynolds Street and Interstate 68, as approved for closure per Ordinance No. 3873, said report advising that there are no damages arising from the closures and that any apparent added monetary benefit to the property owners would be formally determined by the MD Department of Assessments and Taxation, be and is hereby approved.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

July 31, 2020

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

Dear Ms. Woodring.

With regard to Ordinance No. 3873, passed on July 21, 2020, providing for the closure of 1) a portion of an unnamed alley running north from its intersection with East Street, and 2) a portion of East Street between Reynolds Street and Interstate 68, please be advised that on this date, I did personally visit the site for the purpose of assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

As a result of my assessment, I have determined that there are no damages arising from the aforementioned closure. Furthermore, the apparent added benefit to the property owners is that it would allow for a new development at this site. However, any added monetary value to the property as a result of this closure will be formally determined by the Maryland Department of Assessments and taxation.

MAYOR

RAYMOND M. MORRIS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY D. RHODES

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

MARJORIE A. WOODRING

Respectfully,

Jeff Rhodes
City Administrator



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

File Attachments for Item:

. Order 26,690 - accepting the proposal from Whitman, Requardt & Associates (WRA) to provide final design services for the Evitts Creek Phase III Project (CSX Railyard Sewer Rehabilitation) (No. 05-08-S) as Amendment No. 6 to the current contract with WRA for Evitts Creek CSO Upgrades Phase III (01-10-WWTP) for the amount not-to-exceed \$568,734 and authorizing the Mayor to execute an Engineering Services Agreement with WRA for these services (of which \$302,100 is eligible for BRNR grant and WQ SRF loan funding)

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

ORDER NO. 26,690

DATE: August 4, 2020

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

THAT, the proposal from Whitman, Requardt & Associates, LLP (WRA) to provide final design services for the Evitts Creek Phase III Project (CSX Railyard Sewer Rehabilitation) (No. 05-08-S) be and is hereby accepted as Amendment No. 6 to the current contract with WRA to provide engineering services for Phase III of the Evitts Creek CSO Upgrades (01-10-WWTP) (Order 25,912), for the amount not-to-exceed Five Hundred Sixty-eight Thousand, Seven Hundred Thirty-four Dollars (\$568,734); and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute an Engineering Services Agreement with WRA for the provision of these services; and

BE IT FURTHER ORDERED, that Maryland Department of the Environment has provided approval for the design phase of this project.

Raymond M. Morriss, Mayor



Maryland

Department of the Environment

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

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

July 10, 2020

Mr. Jeffrey Rhodes, City Administrator
City of Cumberland
57 N. Liberty St.
Cumberland, Maryland 21502

Re: BRRCR 13.01; WQBL 15 0877-01L
Evitts Creek CSO Upgrades Phase III (CSX Rail Yard)
City of Cumberland, Allegany County
A/E Design Phase

Dear Mr. Rhodes:

This office has reviewed the proposed Architectural and Engineering (A/E) dated May 26, 2020 with Whitman, Requardt and Associates, LLP (WRA) for the design phase for the above referenced project.

Based on our review, this office approves a total contract price of \$568,734.00 for the design phase. However, the proposed amount is greater than the calculated allowance of \$302,100.00. Therefore, \$302,100.00 is eligible for BRNR grant and WQ SRF loan funding.

We have completed our review of the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) information submitted on the above referenced contract. We acknowledge the application of the Six Good Faith Efforts on this state and federal financially-assisted project. The following represents the proposed MBE/WBE participation proposed to date:

Prime Contractor: Whitman, Requardt & Associates (WRA) **Amount:** \$568,734.00

<u>Sub-Contractor</u>	<u>Type of Work</u>	<u>Amount</u>	<u>Participation Level</u>	<u>MBE/WBE</u>
S&S Planning and Design	Surveying/Mapping	\$10,000.00	1.8%	WBE
The Robert B. Balter Co.	Geotech/Manhole Loc.	\$65,000.00	11.4%	WBE
		\$75,000.00	13.2%	

Changes or additions to the contract's proposed M/WBE and non-M/WBE subcontractor list must be reported to Bambi Turner, M/WBE Coordinator, WQFA at Bambi.Turner1@Maryland.gov.

Mr. Jeffrey Rhodes, City Administrator
Evitts Creek CSO Upgrades Phase III (CSX Rail Yard)
Page 2

If you have any questions regarding this approval, please contact Arjun Singh, Project Engineer at 410-537-3727 or Olubukola Adeyemi, Project Administrator at 410-537-3243.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tonya R. Randall".

Tonya Randall, Chief
Capital Program Contract Division
Maryland Water Quality Financing Administration

cc: Michael Robert, MDE
Arjun Singh, MDE
Robert Smith, City of Cumberland

Rajiv Chawla, MDE
Elaine Diatz, MDE

Council Agenda Summary

Meeting Date: August 4, 2020
Agenda Item Number: 05-08-S
Key Staff Contact: Robert Smith, Derrick Grimm

Item Title:

Final Design Services with Whitman, Requardt and Associates, LLP

Summary:

Final design of Evitts Creek Phase 3 (CSX Railyard) Project. Final design will include locating the manholes, supplemental surveys of the located manholes and utilities, design of re-established access, CIPP, facilitating CSX permitting for the investigation and design, NPS permitting, and any other permitting requirements. Project cost \$568,734.

Issues and Considerations:

Project cost will consist of grant funding, loan funds, and city match.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399L.63000
Value of award:	\$568,734.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

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

ORDER NO. 26,690

DATE: August 4, 2020

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

THAT, the proposal from Whitman, Requardt & Associates, LLP (WRA) to provide final design services for the Evitts Creek Phase III Project (CSX Railyard Sewer Rehabilitation) (No. 05-08-S) be and is hereby accepted as Amendment No. 6 to the current contract with WRA to provide engineering services for Phase III of the Evitts Creek CSO Upgrades (01-10-WWTP) (Order 25,912), for the amount not-to-exceed Five Hundred Sixty-eight Thousand, Seven Hundred Thirty-four Dollars (\$568,734); and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute an Engineering Services Agreement with WRA for the provision of these services; and

BE IT FURTHER ORDERED, that Maryland Department of the Environment has provided approval for the design phase of this project.

Raymond M. Morriss, Mayor

Original proposal	\$376,967.00
Amendment 1	34,327.00
Amendment 2	264,514.00
Amendment 3	24,941.00
Amendment 4	19,788.00
Amendment 5	39,950.00
Amendment 6	567,734.00
	\$1,328,221.00

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


ORDER NO. 25,912

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

DEC 15 2015



Maryland Department of the Environment

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

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

July 10, 2020

Mr. Jeffrey Rhodes, City Administrator
City of Cumberland
57 N. Liberty St.
Cumberland, Maryland 21502

Re: BRCR 13.01; WQBL 15 0877-01L
Evitts Creek CSO Upgrades Phase III (CSX Rail Yard)
City of Cumberland, Allegany County
A/E Design Phase

Dear Mr. Rhodes:

This office has reviewed the proposed Architectural and Engineering (A/E) dated May 26, 2020 with Whitman, Requardt and Associates, LLP (WRA) for the design phase for the above referenced project.

Based on our review, this office approves a total contract price of \$568,734.00 for the design phase. However, the proposed amount is greater than the calculated allowance of \$302,100.00. Therefore, \$302,100.00 is eligible for BRNR grant and WQ SRF loan funding.

We have completed our review of the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) information submitted on the above referenced contract. We acknowledge the application of the Six Good Faith Efforts on this state and federal financially-assisted project. The following represents the proposed MBE/WBE participation proposed to date:

Prime Contractor: Whitman, Requardt & Associates (WRA) **Amount:** \$568,734.00

<u>Sub-Contractor</u>	<u>Type of Work</u>	<u>Amount</u>	<u>Participation Level</u>	<u>MBE/WBE</u>
S&S Planning and Design	Surveying/Mapping	\$10,000.00	1.8%	WBE
The Robert B. Balter Co.	Geotech/Manhole Loc.	\$65,000.00	11.4%	WBE
		\$75,000.00	13.2%	

Changes or additions to the contract's proposed M/WBE and non-M/WBE subcontractor list must be reported to Bambi Turner, M/WBE Coordinator, WQFA at Bambi.Turner1@Maryland.gov.

Mr. Jeffrey Rhodes, City Administrator
Evitts Creek CSO Upgrades Phase III (CSX Rail Yard)
Page 2

If you have any questions regarding this approval, please contact Arjun Singh, Project Engineer at 410-537-3727 or Olubukola Adeyemi, Project Administrator at 410-537-3243.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tonya R. Randall".

Tonya Randall, Chief
Capital Program Contract Division
Maryland Water Quality Financing Administration

cc: Michael Robert, MDE
Arjun Singh, MDE
Robert Smith, City of Cumberland

Rajiv Chawla, MDE
Elaine Diatz, MDE

Council Agenda Summary

Meeting Date: August 4, 2020
Agenda Item Number: 05-08-S
Key Staff Contact: Robert Smith, Derrik Grimm

Item Title:

Final Design Services with Whitman, Requardt and Associates, LLP

Summary:

Final design of Evitts Creek Phase 3 (CSX Railyard) Project. Final design will include locating the manholes, supplemental surveys of the located manholes and utilities, design of re-established access, CIPP, facilitating CSX permitting for the investigation and design, NPS permitting, and any other permitting requirements. Project cost \$568,734.

Issues and Considerations:

Project cost will consist of grant funding, loan funds, and city match.

Fiscal Impact:	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399L.63000
Value of award:	\$568,734.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

ENGINEERING SERVICES AGREEMENT

BETWEEN

**MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
ENGINEERING DEPARTMENT
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501-1702**

AND

**WHITMAN, REQUARDT AND ASSOCIATES, LLP
801 S. CAROLINE ST
BALTIMORE, MARYLAND 21231**

FOR

**CITY OF CUMBERLAND, MD
FINAL DESIGN SERVICES FOR CSX RAIL YARD SEWER REHABILITATION**

MAY 2020

ENGINEERING SERVICES AGREEMENT

AGREEMENT made by and between The Mayor and City Council of Cumberland, Maryland (the OWNER) and Whitman, Requardt and Associates, LLP (the ENGINEER) for professional engineering services, as hereinafter specified, in connection with the Owner's needs.

The engineering services to be performed under the terms of this Agreement are engineering services for the **Final Design Services for CSX Rail Yard Sewer Rehabilitation, City Project No. 05-08-S**.

SECTION 1 - SCOPE OF WORK

1.1 SCOPE OF WORK

The scope of work is as defined in **Attachment "A", Scope of Services for the City of Cumberland, MD Final Design Services for CSX Rail Yard Sewer Rehabilitation, City Project No. 05-08-S, dated May 2020**, hereby made part of this Agreement as an incorporated document as defined in Section 6 of this Agreement.

1.2 SCHEDULE

It is anticipated that the services shall be started on **June 1, 2020**. The schedule shall be as stipulated in **Attachment "A", Scope of Services for the City of Cumberland, MD Final Design Services for CSX Rail Yard Sewer Rehabilitation, City Project No. 05-08-S, dated May 2020**, adjusted for the actual date of the notice to proceed given by the Owner.

1.3 DURATION

It is anticipated that all the services associated with final design described herein will be completed by **June 1, 2021**, adjusted for the actual date of the notice to proceed given by the owner.

SECTION 2 - COMPENSATION AND PAYMENT

2.1 Method of Payment for Services

The OWNER will pay the ENGINEER for services performed under SECTION 1.0, the total of (1) all direct technical employee payroll times the factor of 2.43 to cover all travel and transportation costs, overhead and compensation, plus (2) the cost of reimbursable expenses, as defined hereinafter. Payroll costs to be multiplied by the factor include the salaries of engineers, architects, designers, CADD technicians, surveyors, inspectors, and other personnel assigned and contributing technical effort to the project.

Reimbursable expenses shall mean the expense of reproduction of documents, photographs, subcontractor costs, and similar items of direct expense.

Progress payments shall be made at approximately 4-week intervals based upon the services performed and shall be paid by OWNER within 30 days of their receipt.

2.2 Payment Limits

2.2.1 Payment to the Engineer for all services rendered in accordance with this Agreement (including reimbursable expenses) shall not exceed **\$568,734** for services as detailed in **Attachment "A", Scope of Services for the City of Cumberland, MD Final Design Services for CSX Rail Yard Sewer Rehabilitation, City Project No. 05-08-S, dated May 2020.**

2.3 General

2.3.1 If the Agreement is terminated through no fault of the ENGINEER during any phase of basic services, the ENGINEER shall be compensated on the basis of billing charges, and shall be paid for services rendered to the date of termination.

2.3.2 In the event of such termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

2.4 Access and Audit

The Engineer shall maintain books, records, documents, and other evidence directly pertinent to the performance under this agreement in accordance with accepted professionals practice and with appropriate accounting procedures and practices, and shall make such materials available to the City of Cumberland and to the State of Maryland at all reasonable times during the period of this agreement and for three (3) years from the date of final payment.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Responsibility of Engineer

3.1.1 In performing professional services described in this AGREEMENT, the ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.1.2 The ENGINEER will employ registered professional engineers, duly licensed in the State of Maryland, in responsible charge of the work covered by the AGREEMENT.

3.1.3 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER any fee,

commission, percentage, or any other consideration, contingent upon or resulting from the award and making of this AGREEMENT.

3.2 Responsibility of the Owner

During the performance of the engineering services, the OWNER will:

- A. Provide full information as to its requirements.
- B. Provide copies of applicable records of OWNER, including but not limited to reports, record drawings, city regulations, correspondence from regulatory agencies, and other pertinent data.
- C. Provide labor for operating the utility system facilities during evaluation and measurements performed by the ENGINEER, for excavating test pits and for providing access to observe equipment and underground utilities.
- D. Make arrangements for and accompany ENGINEER at meetings with other agents of the OWNER, his employees or other interested parties or regulatory entities.
- E. Provide the latest version of City-approved standards including standard specifications, details and CADD procedures.
- F. Examine documents submitted by ENGINEER and render timely decisions.
- G. Pay the permit fees as required, including the CSX permit and the National Park Service Special Use permit, if required.
- H. Provide final copies of documents prepared by others for construction purposes.

- I. Give prompt written notice to ENGINEER whenever OWNER becomes aware of any defect in the project.
- J. Legal services and advice on the project.
- K. Payment for advertisement and bidding.

3.3 Termination

This AGREEMENT may be terminated by either party by five (5) days' written notice in the event substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the ENGINEER shall be paid for expenses performed to the termination notice date, plus reasonable termination expenses (if termination is not the fault of the ENGINEER), including any unpaid reimbursable or subcontractor expenses.

3.4 Due Care

Services performed by the ENGINEER under this AGREEMENT will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.5 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. The ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction costs.

3.6 Indemnification and Insurance

3.6.1 Indemnification

The ENGINEER agrees that he shall indemnify and hold the OWNER, its employees and officers, from and against any and all damages, liabilities and expenses, including reasonable attorney's fees to the extent recoverable under applicable law, resulting from the negligent actions or omissions of the Engineer, its employees, agents, subcontractors, consultants, or subconsultants in performing the services under this Agreement.

3.6.2 Insurance

The ENGINEER shall provide insurance coverage for itself and all of its' employees, if any, used in connection with this Agreement as follows: Workmen's Compensation as required by prevailing laws, comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financial sound carrier and/or carriers and shall be subject to the reasonable approval of the City. The Engineer shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

3.7 Successors and Assigns

This Agreement, and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the OWNER and the Engineer, and their respective legal representatives, successors, and assigns.

3.8 Records

The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and all other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds. Such records shall be made available for audit purpose to the OWNER or its authorized representatives upon request.

3.9 Reports and Information

The Engineer, at such time and in such form as the OWNER may require, shall furnish the OWNER such periodic reports as the OWNER may request pertaining to the work or services undertaken pursuant to this Agreement.

SECTION 4 - SPECIAL REQUIREMENTS

4.1 Discrimination

In the performance of this AGREEMENT the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4.2 Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents (the Documents) prepared, assembled or drafted by the Engineer under this Agreement are confidential, and the Engineer agrees that the Documents shall not be made available to anyone, without the prior written approval of the City. Furthermore, the Documents shall become the property of the OWNER.

4.3 Reuse of Documents

The Engineer does not represent that the documents which he has prepared are intended to be suitable for reuse by the City or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the user's sole risk.

4.4 Subcontractors

The ENGINEER shall not use any consultants, subconsultants, or subcontractors, except as indicated herein, to perform any of the services required under this Agreement without the prior written approval of the City.

4.5 Notices

Any notice which is required, or may be given in connection with this Agreement shall be addressed as follows:

The OWNER:

Mr. Robert Smith., PE, City Engineer
City of Cumberland
57 N. Liberty St.
Cumberland, MD 21501-1702

The Engineer:

Dennis J. Hasson, P.E., BCEE, Partner
Whitman, Requardt and Associates, LLP
801 S. Caroline St.
Baltimore, Maryland 21231

4.6 Independent Contractor

The Engineer (and its employees and agents) is an independent contractor and not an employee or agent of the OWNER.

4.7 Oral Modifications

This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

SECTION 5 - JURISDICTION

The parties agree that any and all disputes arising out of this AGREEMENT shall be resolved in accordance with the laws of the State of Maryland. The parties further agree to submit exclusively to the jurisdiction of the courts of the State of Maryland for resolution of such disputes.

SECTION 6 – INCORPORATED DOCUMENTS

6.1 This agreement incorporates the following appendices:

6.1.1 Attachment “A”: Attachment “A”, Scope of Services for the City of Cumberland, MD Final Design Services for CSX Rail Yard Sewer Rehabilitation, City Project No. 05-08-S, dated May 2020.

6.1.2 Attachment “B”: WRA Multiplier Breakdown for this Project

IN WITNESS WHEREOF, the parties hereto have made and executed this
AGREEMENT on the dates set forth below in the City of Cumberland, Maryland.

Signed, Sealed and Delivered
In the presence of:

OWNER

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD

ATTEST

By: _____

By: _____
Raymond Morriss, Mayor

Date: _____

ENGINEER

WHITMAN, REQUARDT AND ASSOCIATES, LLP

ATTEST

By Katherine McClave
Katherine McClave, Marketing Coordinator

By: Dennis J. Hasson
Dennis J. Hasson, P.E., BCEE, Partner

Date: May 26, 2020

Attachment A • Scope of Services



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Introduction

The scope of services described herein includes Final 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 and finalized in April 2018 in a Final Engineering Report titled Evaluation of CSX Rail Yard Sewer Rehabilitation, all sewer lines were identified as priority for rehabilitation due to damage to the existing pipe. Rehabilitation of existing pipelines, specifically utilizing a structural cured-in-place (CIPP) liner, was identified as a preferred alternative. Approximately 2,420 linear feet were identified for lining and the limits of the pipelines to be lined are highlighted in yellow in Figure 1.1. below. Currently MH-4 is buried and cannot be accessed. In order to install the liners, access to MH-4 will be re-established and the manhole structure brought up to grade. A connecting storm sewer to MH-7 will require special consideration, such as relocation or provisions for removal of the proposed liner at that manhole. MH-8 is located within the National Park Service (NPS) and access is anticipated through the Towpath and C&O Canal, requiring coordination with the NPS. The Final Engineering Services will include locating the manholes, supplemental surveys of the located manholes and utilities, design of re-established access, CIPP, facilitating CSX permitting for the investigations and design, NPS permitting and other permits identified herein. The following assumptions apply:

1. The costs for CSX Right-of-Entry permits, 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 for field personnel is included in the proposal.
2. The City will perform public outreach for impacts along Industrial Boulevard.
3. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
4. Additional assumptions are contained within the Scope of Services document below.

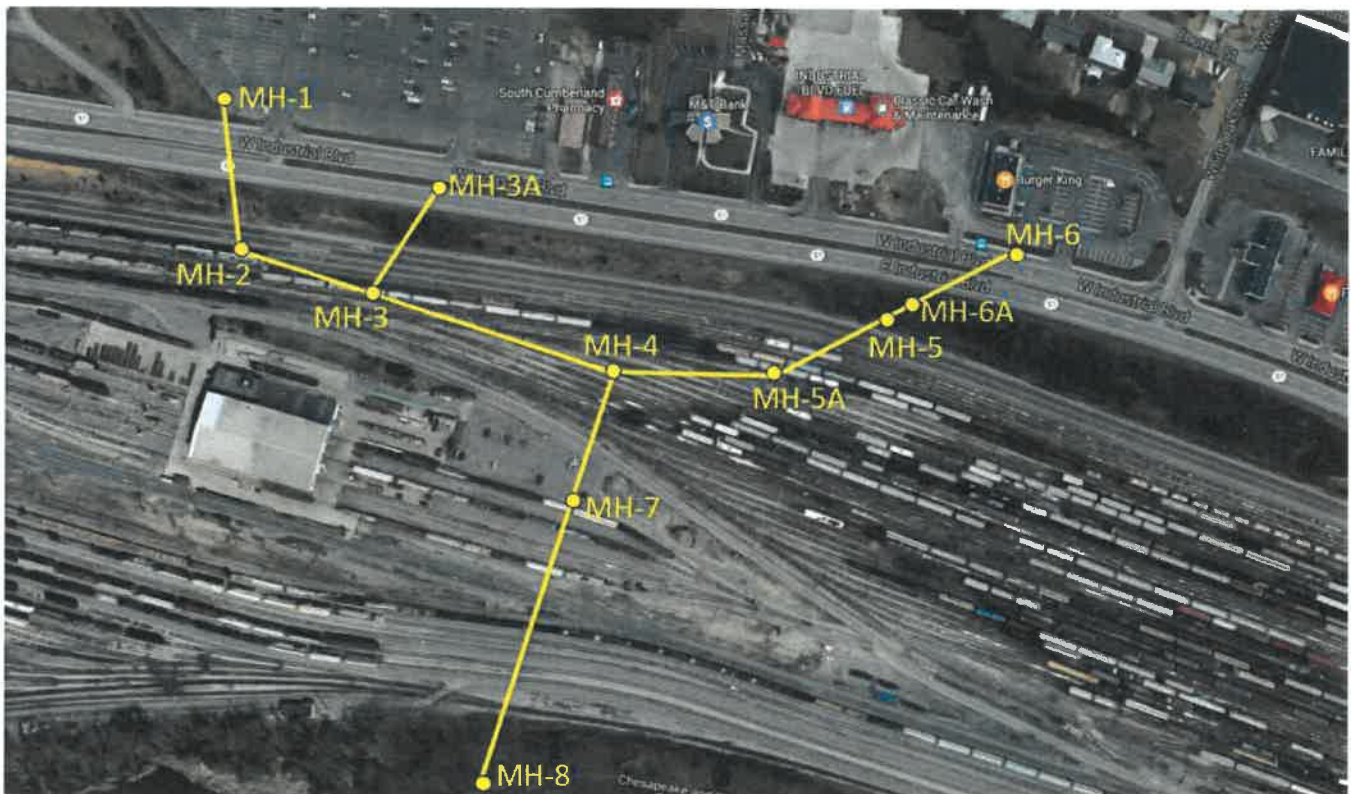


Figure 1.1. Limits of pipelines to be lined.



Our scope of services for this phase of the project includes the following Tasks 1 through 6:

1 Task 1. Project Management

1.1 Status Reports

Project management will include periodic status reports that will provide the specific project management information, including project schedule and budget updates.

1.2 Peer Review Sessions

Prior to the submittal of any document and without impact to the schedule, WRA will conduct a quality control review of the submittal to verify that it is coordinated, complete, in compliance with the Contract's requisite standards, criteria, selections, prior review comments, and adequate for review.

1.3 Progress Meetings (6 Assumed)

The Project Manager and discipline lead will attend and assist with meetings in the performance of the work defined herein. The meetings include coordination with project team, presentations of data, technical analyses and evaluations, review and progress reporting.

2 Task 2. Site Investigation

2.1 Topographical Surveys

Topographic surveys to supplement surveys already collected on the CSX rail yard will be performed, particularly to survey the locations of MH-3 and MH-5A and to verify the location of the rails and any features on site that would be disturbed during construction. The surveys will also verify the locations and elevations required for bypass pumping operations. Up to twenty-two (22) temporary easement plats will be prepared for temporary storage of bypass pipe on the commercial properties along Industrial Boulevard. The surveyor for the project is Coughenour Surveying. The surveys include up to eight (8) hours of railroad safety training time and CSX insurance (without worker's compensation). Coughenour Surveying has assisted WRA in many other local projects, including the initial surveys of the CSX rail yard. The surveys will be based on the Maryland State Plane Coordinate System NAD 83/91 and NAVD 88 elevations. All physical features located within the survey limits will be located and shown on the topographic survey.

2.2 Test Pits

Test pits at MH-4, MH-5A, for the utility connecting to MH-7, and for locating the pipe for doghouse manhole installation (between MH-1 and MH-2) will be performed to determine the locations for proper design of a re-established access and utility relocation from MH-7. Quality level A locating is anticipated for these areas. The depth of the utilities are anticipated to be around 20 feet, however, the depths of the buried manholes are unknown. The depths are assumed to be up to 30 feet. Underground Solutions, Inc. will partner with Robert B. Balter Company to provide air/vacuum exaction in conjunction with hollow stem augering to locate the tops of manholes (MH-4 and MH-5A). Test holes will be terminated if subsurface conditions (rock, boulders, ground water, soil conditions, soil cave in, trash/debris, or excessive depth) prevent advancement of excavation to expose the utility or to reach required depth. Up to 3 field days are assumed for both subconsultants under this task.

2.3 Geotechnical Investigation

A geotechnical study required for the design will be performed by our WBE Subconsultant, Robert B. Balter Company. Robert B. Balter Company has assisted us on several City of Cumberland projects, including the Wastewater Treatment Plant ENR Upgrades and CSO Storage Facility. Two (2) Standard Penetration Test (SPT) borings are assumed in the project area, drilled to a maximum depth of 30 feet. All boring holes will be grouted with cuttings and grout.

The following laboratory tests will be performed to evaluate the design and construction related aspects of existing natural soils at the site: sieve analysis, natural moisture contents, Atterberg limits, Standard Proctor Tests and four (4) unconfined compression tests. Geotechnical reports for open cut pipe construction, vault and manhole construction, and tunneling operations will be prepared based on the results of the geotechnical investigations. All utility clearances are limited to Miss Utility notification.

3 Task 3. Permitting

3.1 Coordination with the National Park Service

It is assumed that the project will require the preparation of documentation to obtain a Categorical Exclusion (CE) (C.3) for routine maintenance and repairs to non-historic structures, facilities, utilities, grounds, and trails. The documentation will explain how the proposed action fits within the category of actions described in the CE and that no extraordinary circumstances exist and would define the proposed action, identify issues, and evaluate associated impacts. WRA will reference the relevant data collected for the 2009 EA/FONSI and verify that it is still applicable, as well as other desktop resources. No field work is anticipated. Since standard NPS practice is to use a Categorical Exclusion Documentation Form, generated in their online system, we will provide the documentation to NPS so that they can complete the form. WRA will also coordinate with NPS to prepare the required information for the issuance of a Special Use Permit (SUP) for construction activities. S&S Planning and Design, a WBE firm, will be assisting WRA with this task; they are local to the City of Cumberland and have worked with us on multiple other projects.

3.2 Coordination with CSXT

CSXT Roadway Worker Protection Training will be performed by a WRA railroad engineer and will include training materials for WRA and Subconsultant personnel, class, training, recording test results and sending them to the training company. Right of Entry permit applications will be submitted for the anticipated field work by the Subconsultants and field visits by WRA personnel. It is assumed that two (2) Right of Entry permits will be needed. WRA will also prepare a CSXT Preliminary Engineering Agreement application and CSXT Utility Crossing Application. It is assumed that two (2) meetings with CSXT will be required – one meeting with CSXT in Cumberland to coordinate site access for surveys, borings, and any other field work; the second meeting will be to go over the construction requirements. A WRA railroad engineer will assist in design details, particularly for impact to the rail lines.

3.3 State Highway Administration

It is anticipated that a State Highway Administration District 6 Access Permit will be required. Associated traffic control plans for access to and from Industrial Boulevard will be developed. It is assumed that bypass of flow from the Mexico Farms Pumping Station will not require a physical crossing of Industrial Boulevard and it will be accomplished via control of the flows from the pumping station and/or locating a smaller bypass line on the south side of Industrial Boulevard.

3.4 Maryland Department of the Environment Construction Permit

A construction permit will be required for the project.

3.5 Erosion and Sediment Control Permit

It is assumed Allegany County approvals of erosion and sediment control measures will be required. It is assumed that the following permits will not be required for the project, due to the limited nature of ground disturbance and excavation:

- NPDES Permit
- Endangered Species Act of 1973 - Section 7 Consultation
- MDE Waterway Permit/Army Corps of Engineers
- MDE Water Appropriation and Use Permit, Groundwater Discharge Permit, Stormwater Discharge Permit
- Federal Aviation Administration
- Environmental Assessment and Section 106 Compliance

4 Task 4. Preparation of Initial and Intermediate Design Documents

Intermediate Pipeline Design shall include design components, up to the 60 percent design level, associated with the rehabilitation of 2,420 linear feet of pipe including geotechnical, structural, and civil components. Structural work is associated with the re-establishment of access at MH-4. The contract drawings and specifications will be prepared in accordance with City and WRA standards for bidding and construction. The following items will be considered in the design:

- CIPP lining of 2,420 linear feet of pipelines ranging in size from 18 to 30 inches in diameter, special provisions for grouting or a pre-liner may be required and are included in the design; it is assumed that only a plan view of the rehabilitation will be required (no profile);
- Structural design of extending MH-4 up to grade, including support of excavation design;
- Design of doghouse MH-1A
- General design of access for CSX and NPS concurrence.
- Design of temporary bypass pumping and associated requirements.
- Potential utility relocation design for connection with MH-7 or requirement of liner cutout at MH-7.

Specific items for Task 4 include:

4.1 Initial (30 Percent) Submittal

Contract documents shall be submitted at the Initial submittal for review. The Initial submittal will include initial plan view of rehabilitated pipelines, initial layout or re-establishment of access at MH-3, and initial access road plans. A preliminary construction cost estimate will be developed. All submissions will be electronic.

This task will include an internal quality control review of the submittal to verify coordination.

4.2 Intermediate (60 Percent) Submittal

Contract documents shall be submitted at the Intermediate submittal for review. The Intermediate submittal will include incorporation of comments from the Initial (30%) submittal as well as refined plans, preliminary plans for structures and manholes, Specifications Table of Contents indicating Specification Sections to be developed, and a construction cost estimate. A preliminary construction schedule, including construction activities and their respective durations, will be provided at this stage. All submissions will be electronic.

This task will include an internal quality control review of the submittal to verify that it is coordinated, and in compliance with requisite standards and prior review comments.

A review meeting or workshop will be held to review the City's 60 percent design comments.

5 Task 5. Preparation of Final Design Documents

The Final Pipeline Design will include design components, up to bid ready design level, for the design as described in Task 4. The anticipated list of drawings at final design level, includes the following:

- G-1 Title Sheet/Vicinity Map
- G-2 General Notes and Legend
- C-1 Rehabilitation Plans (1) 1" = 30'
- C-2 Rehabilitation Plans (2) 1" = 30'
- C-3 Rehabilitation Plans (3) 1" = 30'
- C-4 Manhole Details
- C-5 Rehabilitation Details
- C-6 CSX Access and Railroad Details (1)
- C-7 CSX Access and Railroad Details (2)
- C-8 Restoration Details
- C-9 Bypass Pumping Plan
- C-10 Bypass Pumping Details
- SC-1 Erosion and Sediment Control Notes
- SC-2 Erosion and Sediment Control Details
- TC-1 Traffic Control General Notes and Details
- TC-2 Industrial Boulevard Access Detail
- TC-3 Traffic Control Details
- S-1 Structural Notes
- S-2 Structural Details
- S-3 Structural Plans
- S-4 Structural Sections (1)
- S-5 Structural Sections (2)

Specific Items for Task 5 include:

5.1 Final (95 Percent)

Contract documents will be submitted at the final submittal for review. The final submittal will include incorporation of comments from the intermediate submittal and design details and will be essentially complete, exclusive of the incorporation of final City and regulatory agency review comments.

The final submittal will include a construction cost estimate and draft specifications. A finalized construction schedule, including construction activities and their respective durations, will be provided at this stage; the schedule will be the basis for the construction contract duration.



This task will include a quality control review of the submittal to verify that it is coordination and in compliance with requisite standards and prior review comments.

A review meeting or workshop will be held to review the City's 95 percent design comments.

5.2 Bid-Ready Documents

Bid-ready documents will address City and regulatory agency comments and will be suitable for advertising and bidding.

One (1) set of sealed mylar reproducible final plans will be submitted. Upon completion of all signatures, up to six (6) full size sets will be provided to the City along with up to six (6) sets of final Specifications.

The bid ready documents will include a final construction cost estimate in Bid Form format.



6 Task 6. Advertise/Bidding Services

6.1 Reproduce Contract Documents for Bidding

WRA will assist the City in reproduction of documents for bidding. WRA will distribute digital plans and specifications. WRA will provide the City with six (6) copies of the documents and will send copies to prospective bidders for a fee outlined in the contract documents, if requested.

6.2 Attend Pre-Bid Meeting

WRA shall attend a pre-bid meeting and answer pertinent questions.

6.3 Prepare Addenda

WRA will respond to inquiries from the prospective bidders and provide interpretations of the contract documents. WRA will prepare up to two (2) addenda as necessary during the bidding period.

6.4 Maintain Bidders List

WRA will maintain a bidders list.

6.5 Review Bids and Make Recommendation

WRA will review bids and make a recommendation to the City of Cumberland for award of bid.



Fee Summary

The following is a summary of our fee as based on the final design the CSX Rail Yard Sewer Rehabilitation:

Table 7.1. Fee Summary		
	Contract Amount	Percent (%) of Contract
Whitman, Requardt, and Associates, LLP	\$438,734	77.1%
WBE Subconsultants		
S&S Planning and Design	\$10,000	1.8%
The Robert B. Balter Company (Geotechnical)	\$40,000	7.0%
The Robert B. Balter Company (Manhole Locating)	\$25,000	4.4%
WBE Participation	\$75,000	13.2%
Subconsultants		
Coughenour Surveying	\$30,000	5.3%
Underground Services, Inc.	\$25,000	4.4%
Total	\$568,734	



Schedule

We are prepared to initiate this work immediately upon the City's notice to proceed. The fee for this proposal is based on a notice to proceed of June 1, 2020 and is predicated on the assumed permitting timelines from agencies such as CSX and NPS of no more than 6 months. The schedule generally assumes a project duration of 12 months and includes the following:

Project Management (Task I)	June 1, 2020 to June 1, 2021
Site Investigations (Task II)	October 1, 2020 through November 1, 2020
Permitting (Task III)	June 15, 2020 through December 15, 2020
Preparation of Intermediate Design Documents (Task IV).....	November 1, 2020 through December 31, 2020
Preparation of Final Design Documents (Task V).....	January 2, 2021 through March 30, 2021
Advertise/Bidding Services (Task VI)	April 1, 2021 through June 1, 2021



Attachment A. Fee Summary

