



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

AGENDA

M&CC Regular Meeting
City Hall

DATE: February 07, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Engineering

1. Engineering Division Monthly Report for January 2023

Approval of Minutes

1. Approval of the Work and Regular Session Minutes of October 4, 2022

Public Hearings

1. A public hearing to consider an Ordinance (*Number 3938*) authorizing the issuance and sale of general obligation debt in an aggregate principal amount not to exceed \$4,250,000 to be issued under the State of Maryland's Local Government Infrastructure Financing Program.
2. A public hearing for the Community Development Block Grant (CDBG) 2023 Annual Action Plan.

Public Comments – For Agenda Items Only

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3938 (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$4,250,000 of general obligation bonds of the Mayor and City Council of Cumberland

New Business

(B) Orders (Consent Agenda)

1. Order 27,169 - accepting the Round V Surplus Property bid from Richard Pravlik in the amount of \$7,500 for the purchase of 13 W. Clement Street
2. Order 27,170 - declaring 421 Arch St. to be surplus property to offer for sale
3. Order 27,171 - declaring vehicles and equipment to be surplus and authorizing them for sale or trade in
4. Order 27,172 - authorizing the Comptroller to abate City real estate taxes owed for the Memorial Avenue lots owned by the Cumberland Economic Development Corporation in the amount not to exceed \$38,095.20
5. Order 27,173 - authorizing the Acting Chief of Police to accept the FY23 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$179,790 for the purchase of Body Worn Cameras
6. Order 27,174 - authorizing a Residential exemption from the Special Taxing District Levy for the 2022-2023 tax year for 55 Baltimore Street in the amount not to exceed \$1,042.76
7. Order 27,175 - authorizing Substantial Amendment #3 (12152022) to the Community Development Block Grant Program reducing the AHEC Emergency Dental Access (UU22.019) project by \$2,000 and increasing the 2022 YMCA Food Program (UU22.063) by \$2,000
8. Order 27,176 - authorizing Minor Amendment #4 (01032023) to the Community Development Block Grant Program involving a change in funding allocation to one identified activity (2020 Constitution Park Guard Station Rehabilitation (SS20.056) project) and 2021 Program Income
9. Order 27,177 - accepting the proposal from The Lakota Group in the amount not to exceed \$49,665 to develop a preservation plan for the City of Cumberland utilizing grant funds awarded in the amount of \$23,000
10. Order 27,178 - accepting the proposal from Farrell Forestry LLC for professional consulting forestry services for the Evitts Creek Watershed (City Project 2022-41-SRVC) in the amount not to exceed \$30,000
11. Order 27,179 - accepting the proposal from East Hills Engineering Design Services LLC to provide mechanical and electrical engineering design services for the City Hall HVAC Replacement Project (City Project 2022-11-PBLD)
12. Order 27,180 - accepting the proposal from Atlantic Lining Co., Inc., to design and install a new liner and floating cover for the Fort Hill Reservoir (City Project 2022-34-WTR) in the amount not to exceed \$728,100

- [13.](#) Order 27,181 - accepting the proposal from MultiVista to install cameras for the Baltimore Street Access Project (in association with City Project 12-16-M) in the amount not to exceed \$41,786.10

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Engineering Division Monthly Report for January 2023

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects							January 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008		05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008		06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	UPDATE - Received engineering report from Gwin Dobson & Foreman on 1/18/22. Bobby Smith sent request to MDE on 1/24/23 to have funds transferred from Phase 3 to Phase 4 in order to move forward with this project. Awaiting response.	MDI	1/25/2023
2014		04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014		19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015		18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	1/25/2023
2016		12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Construction	UPDATED - The project has been award to Triton Construction of Saint Albans, WV. Construction is expected to begin in April 2023.	JRD	1/25/2023
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	UPDATE - State in lieu of Federal Aid approval letter received on 5/23/22. Gwin Dobson and Foreman has completed 90% of construction bid plans and is working on bid specs. Will have all documents ready for bidding in mid-spring.	MDI	1/25/2023
2016		19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	NO CHANGE - The USACE is requiring the City to perform a Safety Assurance Review of the project. The City is coordinating the SAR requirements with USACE and further info will be provided.	RLS	1/26/2022

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Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017		2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017		18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2017		31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Construction Closeout	UPDATE - The project is complete other than the administrative closeout activities. The expectation is that the project will be formally closed in March 2023	RLS	1/25/2023
2018		08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - The project is in the Final Engineering stages and the City is currently working on Right of Way issues. The engineer also needs comments from CSX in order to submit the PS&E package.	RLS	1/25/2023
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Construction	UPDATE - The project has been awarded to Belt Construction and construction is slated to begin in February 2023 with a 16 month duration.	JRD	1/25/2023
2018		22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	UPDATE Proposals received proposals to extend the contract for FY24. Noble Environmental (Mountainview Landfill) and Burgmeier's Hauling submitted an acceptable 1-year extension in December 2022. These proposals were accepted by M&CC in January.	RJK	1/25/2023
2018		26-18-M	Ridgeley Levee System Certification					
2018		31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018		32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018		43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - This project has been fully funded via an earmark in the federal budget. Design work will begin in March once a consultant has been appointed to the City by MDOT.	RLS	1/25/2023
2018		44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019

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2019		7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	RFP	UPDATE - Project will begin once funding has been identified for the preliminary engineering report. Funds are expected to come from a future bond issuance.	RLS	1/25/2023
2019		14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	UPDATE 3-yr audit completed July 2023.	RJK	1/25/2023
2020		2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020		6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	NO CHANGE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020		9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Construction	UPDATE - Public works dept. has finished dumping in site #1 behind Long Field. They will place topsoil and seed this area in Spring. Site #2 (behind pool house) is now active dump site for all PW projects until full. Engineering responsible for intermittent E&S inspections.	MDI	1/25/2023
2020		12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.	Complete	COMPLETE - Carl Belt has completed this project and all work has been invoiced.	MDI	1/25/2023
2020		13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		UPDATE - NMC report spring 2023; to be finalized in June.	RJK	1/25/2023
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building	Planning	UPDATE - The building power should be restored in the near future to allow for the lights/HVAC equipment to be tested. Still no word on the plans for the building from the Board	RLS	1/25/2023
2020		17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	UPDATE - All jurisdictions and AquaLaw to met with MDE on the CO extension process on November 5, 2021, June 16, 2022, and November 29, 2022. MDE received two letters with the official requests and supporting documentation as next steps. MDE is working on a draft consent decree extension for the jurisdictions to review and comment.	RJK	1/25/2023
2020		29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.				
2020		30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	NO CHANGE - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021		2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Construction	UPDATE - Carl Belt was the low bidder for the construction phase of this project, at \$1.4m. All key equipment (screens, washer-compactors) are staged on site, awaiting construction to begin when weather breaks in Spring.	MDI	1/25/2023

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2021		4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	NO CHANGE - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021		6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		NEW -		
2021		8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.	Construction	UPDATE - This project has been bid and MicroTech Designs was the selected consultant on a three year contract to support integration services for both the Water Filtration Plant and Water Reclamation Facility.	RLS	1/25/2023
2021		10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	NO CHANGE - Completed the review of a list of City owned surplus property for possible retention due to easement, utility or right-of-way needs. Evaluating using GIS to track City owned property, easements, parcels used for rights-of-way, etc. May need to request a legal opinion on several issues.	JRD	8/25/2022
2021		12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	UPDATE - Permit issued to USPI, effective date was November 22, 2021. USPI trade name is now RRCWT and operating completely as a CWT. RRCWT is receiveing 3 waste sources as per permit modifications in December 2022.	RJK	1/25/2023
		13-21-W	Fayette Street Water Main Replacement and Street Repair	Replacement of watermain in Fayette Street from Allegany Street to Luteman Road, and the repair/repaving of the street as needed.	Complete	COMPLETE - Project required development of an ESC Site Plan and SOW. These were created and approved by ACSD and MDE on 10/14/21. Construction (using City forces) began on 10/18/21. Water line installation and paving completed in the Fall of 2022. All work has been invoiced.	MDI	1/25/2023
2021		14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Planning	UPDATE - Project is to be funded from ARPA and CDBG. Due to high price tag, City Council voted down the installation of the splash pad. New scope of work included removal of wooden deck, grading, extension of concrete pool deck, and fence replacement. Carl Belt awarded project through SourcWell for \$499. Work began in December 2022. Estimated completion is end of Feb 2023.	MDI	1/25/2023
2021		15-21-W	WATER DISTRIBUTION ANALYSIS and CIP UPDATE 2021	Water system engineering analysis, updated CIP recommendations, particularly concerning the Fort Hill Reservoir, and Asset Management Info for pump stations, PRV Stations and water tanks.	Study	UPDATE - This study is complete and will be removed in future reports	RLS	1/25/2023

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2021		16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	UPDATE - A preliminary estimate to determine the amount of funding needed was prepared. An additional ramp at the corner of S. Centre Street and Union Street was added to the list. We will be seeking Future CDBG funding for this project.	JRD	1/23/2023
2021		19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Construction Bidding	UPDATE - The winning bid for this project was for \$221,036.00 from Excavating Associates. Notice to Proceed was issued on January 16th. EA is in the process of finalizing submittals and material and should begin construction soon. Currently anticipating this project should be substantially complete by April.	JAT	1/23/2023
2021		20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	UPDATE - Currently, Engineering is working with MCCi (the City's Laserfiche consultant) to create a database for Engineering projects that will use Laserfiche forms to assign new project numbers, and will also automatically create a folder for each project in Laserfiche. MCCi has experienced a number of delays with this project due to needed upgrades to the City's Laserfiche client and servers. Engineering is hoping that the prototype for testing will be available in the coming weeks. Our last update indicated that they were almost finished with finalizing the database.	JAT	1/23/2023
2021		21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	NO CHANGES - Application submitted in March.	RJK	1/23/2023
2021		27-21-T	Maryland Ave & Williams St Traffic Study	Study to investigate the potential realignment of Maryland Avenue at its intersection with Williams Street for future development in the Rolling Mill area. BBA performed the study using CAMPO funding.	Study	UPDATE - The study is complete.	RLS	1/25/2023
2021		28-21-M	Municipal Service Center Pole Building	Project to construct a Pole Building at the MSC to store equipment.	Design	UPDATE - Design and specs completed. Project was advertised for bid starting 1/14/22.	DTG	1/18/2022
2021		31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Construction	UPDATE - Project is a part of the 5-year park improvement plan. City electricians have completed 80% of electrical scope, with remainder planned for Spring. Harbel awarded remaining scope of work for \$170,387. Work began in early January with an estimated completion of mid-March 2023.	MDI	1/25/2023
NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format. The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.								
2022	2022-02-WTR	2-22-W	South Cumberland Water Main Replacement Project	This project includes the replacement of undersized water mains in Humbird, Walsh, and Cumberland Park areas of Cumberland; plus the replacement a a 12" portion of the water main along the southern side of Industrial Blvd. (Route MD-51).	Design	UPDATE - Project is still under design and is expected to be completed in the Spring to allow the City to advertise construction this summer with Spring 2024 start date	RLS	1/25/2023

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2022	2022-09-SHLD	09-22-M	Cumberland Street ADA Improvements	ADA improvements at the intersection of Johnson, Cumberland, and Market Streets	Design	NO CHANGE - This project is currently in preliminary design. The scope of work includes work that was not able to be completed under projects 24-18-M and 14-11-M. This project is currently on hold due to focusing on other priority projects.	JAT	7/19/2022
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement Review	Review	NO CHANGE - Waiting for support to be requested of the Engineering Department for this project.	RLS	2/2/2023
2022	2022-11-PBLD	11-22-PBLD	City Hall/Public Safety Building HVAC Improvements	American Rescue Plan Act (ARPA) Funded Project to improve the HVAC systems of these buildings to improve air quality capabilities and system energy efficiency.	Design	UPDATE - The study is complete and the City will be moving forward with design to replace on the City Hall HVAC system. A proposal has been received by East Hills for engineering services and placed on the 2/7 M&CC agenda.	RLS	1/25/2023
2022	2022-12-PBLD	12-22-PBLD	Prisoner Processing Improvements	American Rescue Plan Act (ARPA) funded project to remodel the prisoner processing areas of the Cumberland Police Department in the Public Safety Building	Design	UPDATE - The Engineering Department is working with Sourcewell to scope out the project. Expecting to have a full proposal for construction in the Spring	RLS	1/25/2023
	2022-13-PBLD	13-22-PBLD	19 Frederick Street Building Assessment	Feasibility study and building assessment for the building located at 19 Frederick Street	Study	UPDATE - The report is complete	RLS	1/25/2023
2022	2022-14-MISC	14-22-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway. Paused for Winter Months	DTG	2/2/2023
2022	2022-15-MISC	15-22-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE - Contract underway. Paused for Winter Months	DTG	2/2/2023
2022	2022-16-SHLD	2022-16-SHLD	Waverly Terrace Retaining Wall Replacement	Project to include replacement of retaining wall below road between 16 and 24 Waverly Terrace. Will include installation of storm sewer.	Planning	NO CHANGE - Currently developing preliminary cost estimate to install an inlet along Waverly to catch stormwater runoff and direct to nearby sewerline, as well as multiple repairs to retaining wall.	MDI	7/22/2022
2022	2022-17-UTIL	2022-17-UTIL	Fuel Bid Bid (Heating Oil)	Heating Oil bid for WRF and WFP	RFP	NEW -		
2022	2022-18-PVG	2022-18-PVG	General City Paving FY22	This project includes mill and overlay of Winston St and the Virginia Ave subway - Belt Paving	N/A	UPDATE - Belt Paving paved Winston Street between Queen City Drive and MD-51 (in front of Wendy's), as well as Virginia Avenue from MD-51 to Bowen St, as part of the MD-51 paving operations. In September/October, Belt paved the Decatur Heights area, specifically Footer Pl, Davidson St, Charles St, Fulton St, and Glenn St. All paving completed to date.	MDI	1/25/2023
2022	2022-19-RECR	2022-19-RECR	Constitution Park Guard House	Assisting Community Development with development of bid packet for upgrades to the Guard House. CDBG project.	Construction	UPDATE - Project to include various improvements to the Guard House at Constitution Park, including electrical, new porch, and new siding. Original scope of work awarded to Harbel for \$67,000. Scope reduced to \$32,050 to fit CDBG budget. Construction began in December. One CO to process for the repair of rotten framing members. Anticipated completion date is end of Feb.	MDI	1/25/2023
2022	2022-20-WFP	2022-20-WFP	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	NEW - WVU IAC completed this assessment in September 2022. Suggested projects are under review.	RJK	1/25/2023
2022	2022-21-WRF	2022-21-WRF	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	NEW - WVU IAC completed this assessment in October 2022. Projects suggested in the assessment are under review as part of the MEA Resiliency Program.	RJK	1/25/2023

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2022	2022-22-PBLD	2022-22-PBLD	City Hall and Public Safety Building Elevator Upgrades	Project includes upgrades to elevators in City Hall and the Public Safety Building	Construction	UPDATE - Construction on the PSB elevators is slated to begin in March and completed by July. Currently budgeting to renovate the City Hall elevator in FY24	RLS	1/25/2023
2022	2022-23-SWM	2022-23-SWM	Queen City Armory SWM Review	SWM Redevelopment Review for two new structures on S. Wineow St. for Queen City Armory	Review	NEW - Project still in development. Working with EADS and owner to determine a cost effective solution that still complies with City and State SWM guidelines	MDI	8/24/2022
2022	2022-24-BR	2022-24-BR	Fayette Street Over CSX Rail Bridge Replacement A-C-08	Design and construction of the Fayette Street Bridge (A-C-08)		UPDATE - The Federal Funds have been approved and the project will move into the design phase in March. Prime AE has been appointed by MDOT to provide engineering services.	RLS	2/2/2023
2022	2022-25-SWM	2022-25-SWM	Pulaski Street Gas Line SWM Review	SWM Waiver Request Review for Columbia Gas Pulaski Street Gas Line project	Complete	COMPLETE - Project to receive SWM waiver from City, due to it being considered "maintenance" utility work. Columbia Gas to begin construction in October. There will be no additional updates to this project.	MDI	8/24/2022
2022	2022-26-SHLD	2022-26-SHLD	Massachusetts Ave and New Hampshire Ave ADA Improvements	CDBG funded project to install ADA improvements, new sidewalk, and new paving on Massachusetts Ave and New Hampshire Ave between Oldtown Road and Kentucky Ave	Design	UPDATE - The design of this project is underway. Engineering has completed a preliminary estimate and scope of work that currently includes paving, sidewalk improvements, and ADA improvements along both Massachusetts and New Hampshire Aves. Engineering is currently working on compiling the bid package and finalizing the estimate.	JAT	8/24/2022
2022	2022-27-SWM		Winmer Street Gas Line SWM		Complete	COMPLETE - Project to receive SWM waiver from City, due to it being considered "maintenance" utility work. Columbia Gas began construction in January. There will be no additional updates to this project.	MDI	1/25/2023
2022	2022-28-WFP		UCMR5		N/A		RJK	
2022	2022-29-M		Bellevue Street Brownfields Site MDE Project Review	EPATBA Program Phase I and Phase II as required to explore contaminants upon the Old Sacred Heart Hospital Site (remaining undeveloped properties)	Study	NEW - The City has successfully applied for a TBA program assessment for the property that had undergone a Phase I in 2005. An updated assessment is recommended prior to development plans commencing. Work on a new Phase I started January 2023.	RJK	1/25/2023
2022	2022-30-M		2022 Fall Tree Removal, Pruning, Stump Grinding Project	Tree removal, pruning, and stump grinding	Construction	UPDATE - Contract Underway	DTG	2/2/2023
2022	2022-31-UTIL		Combined Chemical Bid			NEW - Every 3-years a new competitive chemical bid is advertised for the City and County facilities.	RJK	1/25/2023
2022	2022-32-RECR		Constitution Park Trails	CDBG funded project to install mountain biking and walking recreational trails within Constitution Park	Planning	NEW - This project is currently in preliminary planning. Engineering will assist in compiling an RFP and plan to use a design/build approach for this project.	JAT	1/25/2023
2022	2022-33-SWM		Greene Street Gas Line SWM Review		Complete	COMPLETE - Project to receive SWM waiver from City, due to it being considered "maintenance" utility work. Columbia Gas began construction in January. There will be no additional updates to this project.	MDI	1/25/2023
2022	2022-34-WTR		Fort Hill Reservoir Improvements	Project to include replacement of the liner and floating cover of the Fort Hill Reservoir	Construction	UPDATE - Project went out for bid in November 2022. Only 1 bid received on 12/21/22, from Atlantic Lining Co, for \$703,100. This was over the budgeted amount of \$500,000. Request submitted to finance to move funding from North End Water Tank Painting to this project to cover the difference.	MDI	1/25/2023
2022	2022-35-FPM		Ridgeley Bituminous Sill Repairs	Project to include repairs to the existing bituminous sill that caps the sheet piling in the Ridgeley railyard. Part of Cumberland's Flood Control System	Design	UPDATE - RFP development is underway. Met with Wes Heinz of WMSR on site to iron out scope of work. Documents should be ready for bid by March 2023.	MDI	1/25/2023

**City of Cumberland, Maryland
Engineering Division - Monthly Report**

Capital Projects							January 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2022	2022-36-PBLD		AST Compliance at MSC	Permit compliance for the fuel tanks at the MSC	N/A	NEW - Permit compliance for the fuel tanks at the MSC. New regulations under review and certified inspections of the fuel service station underway prior to June 2023.	RJK	1/25/2023
2022	2022-37-WTR		North End Water Tank Painting	Paint Water Tank	Construction Bidding	UPDATE - Project has been cancelled due to cost and the tank maintenance program will be revised	RLS	1/25/2023
2022	2022-38-PVG		Queen City Drive Pavement Repairs	Project to include concrete patch repairs to the concrete pavement sections of Queen City Drive		UPDATE - The Street Department will NOT be undertaking this project. Engineering will need to issue a contract in the near future to execute these repairs.	RLS	1/25/2023
2022	2022-39-FPM		River walk and Potomac Industrial Dam Removal	Remove the industrial dam for the purposes of creating a river park with walking trails, moderate kayak course, docks for kayaks/canoes and a viewing area	Design	UPDATED - The project has been advertised for preliminary engineering services with Robert Smith, City Engineer, providing project management duties in place of Bill Atkinson. The project will be awarded to Civil and Environmental Consultants. Dee Dee Ritchie will still be overall project lead. Currently working on how the PER will be funded.	RLS	1/25/2023
2022	2022-40-PBLD		20-SW General Stormwater Permit MSC & WRF	State Stormwater Permit Renewal Process	N/A	NEW Stormwater NOI and SWPPP being updated for compliance with the new general permit requirements.	RJK	1/25/2023
2022	2022-41-SRVC		Consultant Forester Contract FY23			UPDATE - One proposal was received and is being evaluated by City Staff.	RLS	1/25/2023
2022	2022-42-SHLD		Fletcher Alley Road Repairs	Repair section of Fletcher Alley behind 820 Greene, where old railroad ties used to support road have started to fail.	Planning	NEW - Planning for possible repairs is underway. Need to meet with property owner of 820 Greene for access to site for additional planning.	MDI	1/25/2023
2022	2022-43-WFP		2022 Lake Koon and Gordon Annual Dam Inspections			COMPLETE - Annual inspections were completed by EADS in Fall 2022. No new issues found.	MDI	1/25/2023
2023	2023-01-UTIL		MDE Pre Applications FFY23 FY25	Annual Pre Application Jan 2023	N/A	COMPLETE - Applications due January 31.	RJK	1/25/2023
2023	2023-02-PVG		Avondale Ave. and Kentucky Ave. Paving Improvements	Mill and overlay of Avondale Avenue, Kentucky Avenue, Brentwood Street, and a Portion of Greenway Avenue, including trench patching where water mains were installed on Avondale Avenue and Brentwood Street. Plus an alternate bid option to mill and overlay the remaining portion Greenway Avenue	Construction Bidding	NEW - The project has been advertised for bids. The Pre-Bid meeting is scheduled for Feb. 08, 2023 at 9:00 a.m., and bids are due on Feb. 22, 2023 at 2:00 p.m.	JRD	1/25/2023

File Attachments for Item:

1. Approval of the Work and Regular Session Minutes of October 4, 2022



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Meeting

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

DATE: October 04, 2022

I. OPEN SESSION 6:15 P.M.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member Joseph P. George
Council Member Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffery Silka, City Administrator; Marjorie Woodring, City Clerk; Lee Borrer, Senior Community Development Specialist; Chuck Ternent, Police Chief; Shannon Adams, Fire Chief

IV. Presentations

1. Recognition of Retired Fire Chief William Herbaugh and Retired Deputy Chief William Beeghly on their recent induction into the 2022 MIEMSS Region I Hall of Fame by Dwayne Kitis, Maryland Institute for Emergency Medical Services Systems (MIEMSS) Region I Administrator, and Fire Chief Shannon Adams. Both were inducted for their many years of providing outstanding contributions to emergency medical services to the citizens of Cumberland.

Chief Adams recognized retired Fire Chief Herbaugh and retired Deputy Chief Beeghly, and provided background on their careers and EMS contributions to the community. He explained that these two gentlemen were responsible for getting ambulances up and running, and to where the City Fire Department is at today. He added that both were one of the few paramedics at the time, and said the City owes them a great debt of gratitude.

Mr. Dwayne Kitis, Maryland MIEMSS Regional I Manager spoke about Chief Herbaugh and Beeghly's years of training of themselves and others; their mentorship, leadership, and years of service.

Both gentlemen were presented awards on behalf of MIEMSS for their service to the City and the rest of the EMS region. The Allegany/Garrett Volunteer Fire and Rescue Association also provided awards to both.

2. Recognition of employee retirements

29 Years

Gregory Sites, Fire Department

Chief Adams provided background on Mr. Sites career in the CFD which started July 7, 1993, and spoke about the different jobs Mr. Sites held through the years, from firefighter and EMT to equipment operator. He stated that he and Mr. Sites went through paramedic school together, and said he has been a fantastic employee, and will be missed.

3. Presentation of awards given in recognition of employee career milestones

Chief Ternent provided background on employees celebrating milestones in the CPD, and congratulated all. Chief Adams provided background on CFD employee milestones, and offered congratulations.

Mayor Morriss presented the awards and offered congratulations and thanks to all. The Mayor said as employees of the Police and Fire Departments, there are sacrifices that the families of these brave men and women have to endure, and thanked them on behalf of the City of Cumberland.

5 Years

Paul Martin, Sewer Department – not in attendance

Ashley Davis, Police Department

15 Years

Christopher Biser, Fire Department

20 Years

Jeffrey Carnell, Fire Department – not in attendance

25 Years

Jeffrey Wagoner, Fire Department – not in attendance

James Friend, Sewer Department – not in attendance

Jeffrey DeHaven, Fire Department

Samuel Wilson, Fire Department

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Frazier, seconded by Council Member George, and was passed on a vote of 5-0

1. Approval of the Closed Session Minutes of June 21, 2022

VI. Public Hearings

1. Public Hearing - to receive comments on the City's Consolidated Annual Performance Evaluation Report (CAPER) for the 2021 Fiscal Year

Ms. Lee Borrer provided a PowerPoint presentation, and offered background on the report which evaluates and describes accomplishments for projects funded using the Community Development Block Grant (CDBG) Program funds during the year. She explained that these funds primarily benefit low-to-moderate income people in the City, and said total disbursements were a bit over \$700K. Ms. Borrer reviewed accomplishments and provided information on each slide in the PowerPoint presentation.

Hearing Convened: 6:50 P.M.

No public comments

Hearing Adjourned: 6:50 P.M.

VII. Unfinished Business

(A) Ordinances

1. **Ordinance No. 3926** (*2nd and 3rd readings*) - authorizing the transfer of 471 Baltimore Avenue to Bechance LLC for the purchase price of \$100.

SECOND READING: The ordinance was submitted in title only for its second reading.

Motion to accept the second reading and move to the third after comment was made by Council Member Cioni, seconded by Council Member George, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

VIII. New Business

(A) Resolutions

1. **Resolution No. R2022-08** (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to two (2) separate projects generally identified as police vehicles and influent screening system upgrades from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2.

Mr. Silka explained that the City will be spending money before it gets the proceeds from the bonds, so this allows the City to reimburse itself.

READING: The resolution was presented in title only for its sole reading. **Motion** to accept the reading was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

2. **Resolution R2022-09** (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the tax years 2021-2022 and 2022-2023, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland.

READING: The resolution was presented in title only for its sole reading. **Motion** to accept the reading was made by Council Member George, seconded by Council Member Cioni, and was passed on a vote of 3-0, with Mayor Morriss and Council Member Frazier abstaining due to being members of the WMSR Board of Directors.

(A) Ordinances

1. **Ordinance No. 3927** (*1st reading*) - authorizing the transfer of 119 Pennsylvania Avenue to Taryn Crites for the purchase price of \$1,000.

FIRST READING: The ordinance was presented in title only for its first reading. Motion to accept the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

(A) Orders (Consent Agenda)

Mr. Silka reviewed each Consent Agenda item, and Mayor Morriss called for questions or comments. Motion to remove Order No. 27,098 to be voted on separately after discussion was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 5-0. Motion to approve Order No. 27,098 was made by Council Member George, seconded by Council Member Frazier, and was passed on a vote of 5-0. Motion to approve Order Nos. 27,092 – 27,097 was made by Council Member George, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Order 27,092 - abating 2022-23 taxes in the amount of \$11,470.86 for the City-owned cellular tower located at 600 Bishop Walsh Road.

Order 27,093 - Authorizing the purchase a used 2010 Ford E-450 Ambulance from District #16 VFD for the cost not to exceed \$50,000.

Order 27,094 - authorizing the Chief of Police to accept a FY22 Bureau of Justice Assistance award in the amount of \$4,800 requiring a 50% match from the City for the replacement of outdated body armor vests.

Order 27,095 - authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY23 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection.

Order 27,096 - authorizing the Chief of Police to accept the FY23 Community Grant in the amount of \$30,800 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols.

Order 27,097 - ending the authorization provided by Order No. 26,467 to make payment to the Allegany County Commissioners for invoices pertaining to the Replacement of the Baltimore Street Bridge (9-18-BR) as of October 4, 2022, and authorize a Cost Share Agreement with MD SHA regarding the same project, with the City's portion estimated at the amount not to exceed \$144,228.30, which represents 20% of the revised total estimated cost of \$721,141.50

Order 27,098 - authorizing the execution of a Subrecipient Agreement with the Union Rescue Mission of Western Maryland, Inc. regarding the disbursement of up to \$749,000 of U.S. Coronavirus Local Fiscal Recovery Funds for the purchase and remodeling of 710 N. Centre St.

Mayor Morriss opened the floor for comments, which were from citizens who had signed up to speak during the Public Comments portion of the meeting.

Rick Haymaker, 617 N. Centre Street, discussed the relocation that was stated as being a private transaction and then mentioned the differences he saw on the URM's website. He also questioned the reallocation of ARPA funding.

Mayor Morriss stated that he understands Mr. Haymaker's concerns, and said he has reviewed security measures with Pastor Ziler and Chief Ternent. He said they have a plan to make sure the environment is secure and safe for both the residents of the mission, and the neighborhood.

Mr. Silka advised that the City did vet the issue of religion, and said the primary goal of the mission is to provide food, shelter, and education. He said the City cannot provide ARPA funds if the mission wanted to build a chapel, or a church.

Karen Lockhart, 851 Gephart Drive, discussed Housing First, which was mentioned in a M&CC meeting in May 2022, and wanted to know where M&CC are with that project.

Mayor Morriss stated that staff has looked at that program, and said they will be getting an update. He also stated that Chief Ternent works diligently with the homeless.

Sue Spangler, 1108 Holland Street, said she agreed with those that already spoke, and said there are other places in Cumberland the URM can relocate to instead of the High Point building. She discussed other locations, and suggested fixing up the mission where it is. She also mentioned the petition and all the signatures they have.

Mayor Morriss stated that M&CC are not taking this decision lightly. He stated that they've done a lot of work with Pastor Ziler as he searched for a location, and said the discussion has been going on for 3.5 years. He added that the Pastor reviewed a lot of sites – some in the City, some not – and said this location seems to be the one that best meets their needs.

Michele Sweitzer, 1602 Holland Street, expressed her worry about crime coming, said there has to be another solution, and asked for a public vote.

Councilman Cioni stated that the City has substantial security to limit people hanging around.

Council Member Marchini said she appreciates Pastor Ziler's explanation of the mission at the Work Session, and said it made her feel better about the situation.

Mayor Morriss stated that Pastor Ziler expressed willingness to work with the community as the process is being worked through. He added that this is the best location in the City and in the County.

Council Member George advised that citizens have the commitment of the M&CC for their safety, and said public safety is the Number One thing City money is spent on. He added that the City has an excellent police force and will do all it can to make the City safe and address the issue of the homeless.

There was discussion about stereotyping, and it was mentioned that a lot of people hanging down by the mission are not even Pastor Ziler's people.

Nick Dearcangelis, talked about attending the work session and added that Pastor Ziler had some great ideas. He suggested Pastor Ziler hold a public forum and do a presentation of what he wants to do to sell his concept.

Mayor Morriss stated that M&CC have already reviewed everything, and added that this has been in the process for 3 years, with nothing specific to tell anyone until an agreement was reached on the location.

There was more discussion among people signed up to speak and those just attending the meeting. There was talk about the crime that is already in that area, and about the homeless having rational ideas about how to solve problems, therefore letting the homeless be part of the solution, adding they're not all drug abusers and have mental issues. Pastor Ziler discussed other places they had looked at, and explained the huge amount of costly work that needed to be done, which made those places not feasible.

Pastor Ziler discussed the people that were being talked about here, saying they are not his people. He said he knows there are homeless people that are dangerous, but they are not the people he deals with. The Pastor discussed his mission and the resources it has, bedspace, meals, food drops at the YMCA, etc., to protect his people trying to get help. He discussed new plans for the facility and working in conjunction with UPMC. He also discussed children in his mission going to Braddock School, and said he is fighting for the people who don't want to be poor, and added that his goal is to decrease poverty. He said he thinks they can make a big change in the community, and Mayor Morriss stated that the Pastor's willingness to make sure the mission continues to look out for the concerns of the community, and to make the new mission a good facility.

Mayor Morriss asked for a motion to accept Order No. 27,098. With a motion made by Council Member George, seconded by Council Member Frazier, the order was approved by a vote of 5-0.

IX. Public Comments

Jimmy Beatty, 711 Greene Street, discussed the owner of the properties next to them, 717 and 719, saying Dr. Samuel Navva owns those lots that have trees that fall on their home.

He discussed talking to Ken Tressler about the lots, and discussed Dr. Navva not paying taxes for 8 years. He talked about his CBDG home rehab program grant, saying there's not use in fixing the roof if trees continue to fall on his home. He added that they're a danger to him and his children.

Mayor Morriss discussed conference calls in the last couple days discussing tax sale legislation they're trying to put in.

Mr. Silka advised that regarding back taxes, that property has been up for tax sale multiple times, there have been no bids, and said there's no reason for the City to buy it as it's undevelopable. He added that regarding the trees, that's a private property matter, and advised Mr. Beatty to pursue legal counsel in a civil suit.

Mr. Beatty discussed another issue regarding the Classic Car Wash on Greene Street, saying it should not be open all night long. He said people go there all hours of the night blasting their music, rattling his windows. Mayor Morriss thanked Mr. Beatty for bringing that up, and said M&CC will look into it.

All public comments are limited to 5 minutes per person

X. Adjournment

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, October 4, 2022, 4:00 p.m.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Allison Layton, Citizen Services Representative; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief; Steve Grogg, Deputy Fire Chief

I. PUBLIC MEETING AGENDA REVIEW-OCTOBER 4, 2022

Mr. Silka opened the floor for items that anyone wanted to review. Mayor Morriss went through each topic on the public meeting agenda. It was noted that for the Resolution for the WMSR, Council Member Frazier and Mayor Morriss will recuse themselves from the vote, as they both have seats on the Board of Directors for the scenic railroad.

II. UNION RESCUE MISSION RELOCATION – PASTOR ZILER

Pastor Ziler advised that he is under contract with Lenny Kline for the property at 710 N. Centre Street, and said they are pursuing AARP funding for the move, with a closing date of October 31st. He said he has been working since 2019 on this project, when the first public notice was put in the Times-News regarding the relocation. The Pastor stated they have looked at many alternate locations, and said they have done feasibility studies on remodeling their current location, but stated it was recommended not to proceed based on their financial resources.

Pastor Ziler stated that he came here today to say they want to move forward with the purchase of 710 N. Mechanic Street, and said he hopes M&CC agree. He advised that they have raised \$500K to complete the purchase of the building, on top of the ARPA funding, which would make a debt-free move-in. He asked M&CC to move forward with the URM in this partnership, while saying they have enough funds to purchase any of the other buildings they have looked at, if need be, to move in debt-free. The Pastor advised that the total budget for 710 N. Mechanic is \$3.8M for the project, and said he has a funding campaign ready to go. He asked M&CC for the \$750K to purchase the building, as he is unwilling to do a funding campaign for the remodel unless they purchase the building first. Pastor Ziler reminded M&CC about the feasibility study done on their current building at the beginning of the year, that showed 3-5 years left before it would be deemed unsafe to use.

The Pastor explained that there would be a new concept for the mission. He explained that it would not be a homeless shelter as would be traditionally thought of. He stated that they would give folks a few nights to test their program, and if they sign up they have to work 20 hours per week, working in a job detail gaining experience. He advised they will have a fitness room, a library with broadband, a recreation area, and said they are hoping to expand their dining area to 150 – enough room to stop the loitering in front of the building because of no room to go inside. Pastor Ziler also mentioned networking with the YMCA to be able to provide meals out in the community. He added that he has asked the County to give them 3 bus stops a day to lessen foot traffic into the downtown, with a cold-weather shelter, to pick up folks downtown and take them back downtown.

Pastor Ziler addressed the issue brought up about children walking to school past the new location. He stated they have never had issues with kids, as they house kids in their building as well, who walk to Braddock MS with no issue. He said he understands the concern, but said he thinks the picture isn't what the reality is.

Mayor Morriss asked if the sale includes the lot across the street. Pastor Ziler explained it includes 5 other building lots in addition to the furniture building. He discussed fencing the area in so as not to be seen by the public, as a place for his people to hang out, and mentioned putting in a playground and basketball court. He added that with the move he can have 150 beds instead of the 62 he has now.

Pastor Ziler explained that he had a conversation with UPMC to maintain their clinic, with a goal of having 10 beds that the hospital can automatically discharge people to. The Pastor reiterated that the homeless seen downtown are not his people in the mission, and added that if people would see their mission firsthand, they would see that it's not unsafe.

Mayor Morris stated that the vast majority of children at Braddock are bussed or picked up by their parents – he said after watching a couple days, he only saw 2 children walk past the furniture store – and said it's an unfounded concern.

There was discussion about the Pastor's plan for their current building. He advised that it's up for negotiation, and said they have no plans for it at this point.

There was discussion about the mission's contingency plan if this new relocation doesn't pan out, and discussed a new security system planned for 710 N. Centre, for the building; metal detectors, security cams for walkways, and playground areas, all monitored 24 hours a day.

There was discussion about Cumberland police officers needing to be located at the new building. Chief Ternent advised that response is all that's required for now, saying they have a good relationship with the mission. The Chief stated he would discuss the privacy fence with the Pastor at a later date. He also mentioned that they have an SRO positioned at Braddock MS.

Council Member George thanked Pastor Ziler and his organization and volunteers for what they do for the community, and said it's much appreciated and well-needed.

There was discussion on financing the additional resources if doubling or tripling the amount of people served. Pastor Ziler explained that there are a lot of job opportunity grants out there, and said he plans on applying for those, which will ultimately allow them to hire extra staff. He added that he believes that the capital campaign of the new building will allow them to bring new volunteers in.

There was discussion about housing families out of town, since meal delivery will be happening anyway. Pastor Ziler said they looked at that, and said the pros were being isolated from foot traffic, which would be a benefit in being able to control what's around their building. He said the cons are time on the road, money to get back and forth, and a lack of transportation to his people, which he stated is a big hindrance.

Pastor Ziler advised that they are 2 years away from getting in the door, and said he is willing to sit down with anyone to adjust the planning if need be. He stated they are here for the community, not just for the poor. He provided stats on how many meals served and beds provided for men, women and children since August 2022.

There was talk about having routine meetings with the neighborhood, with Pastor Ziler saying he would be on-board with that, and stated that to solve generational poverty, they need community buy-in. Mayor Morriss discussed the homeless people downtown and on the police log. The Pastor advised that this new location will separate the mission from those folks, and said the homeless will always be in a business area. He stated that the misconception is that those people are attestable to the mission. Chief Ternent concurred, saying they usually don't have to respond to the mission for anything, and said the people downtown are the people the CPD has been dealing with generationally for a long time here, that are not a part of the mission's program.

There was discussion about getting with homeowners and businesses at the new location to address their concerns and questions. Pastor Ziler said they have not had a chance to do that yet, but stated that it's something he wants to do. He mentioned, however, that no one has come to him to offer assistance, even though the relocation project idea has been out in the public since 2019. He said it kind of works both ways, and explained that community and businesses need more education on how to help the poor, and what they deal with daily. He said the mission is now dealing with individuals in their early 20s – children of heroin addicts that don't know how to do anything, and the elderly with dementia – not as many in the middle of those 2 demographics.

Pastor Ziler discussed the plight of the homeless, and how they think in their daily lives. He discussed work programs, the DSS, and how to build relationships with the homeless population. He stated that his program has to be safe for everyone, and said they work every day to make it a safe place for people to get help.

Mayor Morriss asked the Pastor if this is the location that best meets their needs. Pastor Ziler said yes, and said they can buy it debt-free, it has a green space, and parking spaces that are safe to get in and out.

III. HOTEL/MOTEL FUNDING

Mr. Silka discussed the allocation of Hotel/Motel funds they have been working through last month. He advised that M&CC have submitted their preference sheets but said the final allocation needs completed.

There was discussion about the \$45K allocated each year and that the tally of requests was much higher. It was recommended for next year to make Hotel/Motel funding part of the annual budget appropriation, which would be cleaner and simpler. Mayor Morriss stated that when \$45K is looked at as part of the budget, they need to stick to the budget.

There was discussion about considering new requests, and if they aren't budgeted, perhaps allocate some ARPA money, or if not, tell new folks it's not in the budget. There was discussion how \$45K became the magic number, and how it was put forth in budget discussions.

There was discussion about changing the name of the funding, due to some organizations not necessarily having people stay in hotels for a specific event. Mayor Morriss stated that there's always going to be an outlier that you want to help. He said they need to discuss the goals of the fund, and if the amount needs to be raised going forward. He added that when it comes to ARPA funding, they need to watch that very closely, as it can go quickly. Mr. Silka explained how the ARPA funding that the Mayor is talking about using is actually unrestricted fund balance now.

There was more discussion about the total allocation and whether or not to raise the limit using ARPA funding that is unrestricted fund balance..

There was a consensus to stay at \$45K.

IV. FIRE DEPARTMENT EQUIPMENT

Chief Adams provided a handout showing the Fire Department's current and future fleet needs. He advised that he had stated coming into the position of Chief that he wanted to get back the position of Deputy Chief in charge of maintenance that was lost in 2003 due to a budget crunch. He stated that it's a missed asset, and said it creates a gap in trying to keep up with vehicle maintenance. He said that now with that position back, they can catch up on maintenance.

Chief Adams explained that over the last 2 weeks they have been doing annual DOT inspections, and said that during the process a third-party mechanic found 1 ambulance with an issue and 1 engine with significant problems with the frame rails, which was redlined and not driven back to the station. He stated that it's out of service unless costly repairs are done.

Chief Adams went through the rest of the fleet, and advised on the different vehicles and equipment that should have been retired or put in reserve. His proposed solution is to purchase a new engine as soon as possible that meets the City's needs, and said it should be smaller than current units. He discussed other attributes needed for the engine, all of which is on the handout.

He also stated that a new squad unit should be purchased as soon as possible, and said getting this unit will be a new operational procedure for the FD, and said it will carry all rescue equipment for vehicle accidents and other special emergency responses.

The Chief discussed future fleet considerations, saying they currently have an ambulance budgeted for this FY, and proposed a second one to be budgeted next year using ARPA funds.

Chief Adams shared his thoughts to consider, saying the FD has units that are high in years of service and mileage, and said past Chiefs have limited ladder truck responses to cut down on maintenance issues. He also stated that various manufacturers concur with this, and have said the way the FD responds to calls with the ladder truck will decrease its useful life. He advised that NFPA states frontline engines should be replaced every 10 years, then placed in reserve, then retired and 25 years. He also advised on the proposed ambulance purchase from District 16, for \$50K, said the staff has looked it over, and said it meets all of their criteria.

Chief Adams noted that for future purchases of engines, they need to be smaller to fit the City streets better. He also said they don't want to make engines dual-purpose apparatuses anymore because it will mean less weight on the engines, and they will last longer. He said that because of this, they will need a squad vehicle to carry the special rescue equipment.

Chief Adams reviewed all the issues on the handout. He stated that vehicle build time is, as of now, 30 months out if they're lucky, so they need to plan far ahead.

Mayor Morriss confirmed with the Chief what their immediate need is, which is the District 16 ambulance, and what would come next in line. Chief Adams said the engine along with the squad vehicle would be ballpark \$1.2M - \$1.4M. Deputy Chief Grogg stated that the manufacturer has both in stock right now and offered a package deal.

Mr. Silka stated that with the cash flow, if the engine and squad vehicle were available now, they could put a deposit down then pay at delivery. He said the City is at a critical point and said they are asking for consideration to find this opportunity to purchase and lock it in. He stated that the CFD is running on 1997 engines, and if they are lost, the CFD loses the ability to professionally fight fires. He added that if the CFD's mission is to continue, they need the ability to put their reservation in. He further added that this would go under the unassigned fund balance, but said they may be looking at another capital bond issue.

Mayor Morriss said he appreciated the evaluation of the fleet and long-term usage.

Consensus to move forward

Deputy Grogg gave a shout-out to the City Vehicle staff who have worked tirelessly to keep their fleet running, and said that M&CC need to be proud of Brian Broadwater and his staff.

V. M&CC UPDATES

Council Member Cioni discussed the topic of naming facilities. He stated that the P&R board would appreciate minimal criteria, for future naming, but for now they want to leave the names as they are.

Council Member George advised that there was a public hearing on September 26th of the Municipal Planning Commission, which approved a petition by Andrea Emerick to rezone Seton

Drive and Pinecrest from Suburban Residential to Local Business, with plans for a multi-floor office complex. He also advised that he had received calls from S. Cumberland residents regarding the Fort Hill baseball field being overlooked for funding by Project Open Space. He suggested asking the BoE and the County to consider that field in the future.

Council Member Marchini advised that the HPC meetings are moving from the second to the third Wednesday of the month. She also stated that the DDC October public meeting will be in-person. Ms. Marchini said that they have had the bid opening for the Baltimore Street Access project, and said bids have been opened. She also mentioned that next Friday Butterscotch Blonde will be playing at Friday After Five.

Mayor Morriss stated that this Saturday October 8th is the August Baker Memorial Monument unveiling at 2 PM at Greenmount Cemetery. He also stated that the LBC board meeting was last night, and said they're making plans for next year. The Mayor also mentioned the N. Centre Street Festival this weekend, and the Italian Festival, which will mark Ristorante Ottaviani's 17th year anniversary.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:43 PM.

Respectfully submitted,

Allison K. Layton
City Clerk

Minutes approved _____

File Attachments for Item:

2. A public hearing for the Community Development Block Grant (CDBG) 2023 Annual Action Plan.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

PUBLIC HEARING #1
FEBRUARY 7, 2023

CDBG

- ▶ US Department of Housing and Urban Development Funds
- ▶ Cumberland City limits
- ▶ Housing/Rehabilitation, Infrastructure/Public Facilities Improvements, Public Services, Administration/Planning, Economic Development

2020-2024 Five Year Consolidated Plan

- ▶ HUD requires a Needs Assessment, Market Analysis, Strategic Plan, and Annual Plan
- ▶ Completed in 2020
- ▶ 2023 Annual Action Plan -4th Year of the Con Plan

PRIORITY NEEDS

- **HOUSING**



- **ECONOMIC DEVELOPMENT**



- **HOMELESSNESS**



TARGETED AREAS

Sample Activities



2023 Annual Action Plan Application

- ▶ Checklist available on-line and in Community Development, City Hall
- ▶ Complete application due February 17, 2023, 4pm
- ▶ Project must meet HUD national objective, be eligible for CDBG, and address a 5 Year Plan goal
- ▶ Project must benefit low-mod income persons within Cumberland municipal City limits

Estimated Allocation: \$800,000

Housing/Rehabilitation

Public
Facilities/Infrastructure

Public Services

Economic
Development

Admin/Planning

CDBG Application Competition

Capacity/experience

Amount of Funds Requested

Completeness

PUBLIC PARTICIPATION



- ▶ Accepted through April 17, 2023, in writing, at any stage of the 2023 Annual Plan Process
- ▶ Staff recommendations for projects will be available online March 17, 2023 and presented April 4, 2023 for comment at the regular Mayor and City Council meeting
- ▶ The 2023 Annual Plan is reviewed for approval by Mayor and City Council on April 18 or May 2 and sent to HUD. Final HUD approval generally received @ August

Community Needs & Non-Profit Presentations

- ▶ Comments from agencies seeking funding support or expressions of needs associated with CDBG

QUESTIONS?



File Attachments for Item:

1. Ordinance 3938 (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$4,250,000 of general obligation bonds of the Mayor and City Council of Cumberland

ORDINANCE NO. 3938

**MAYOR AND CITY COUNCIL OF CUMBERLAND
INFRASTRUCTURE BONDS, 2023 SERIES A**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE "ISSUER"), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE "MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2023 SERIES A" (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE "BONDS"), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING AND/OR REFINANCING COSTS OF THE PROJECTS GENERALLY IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE, (B) NEW AND OR REPLACEMENT VEHICLES AND VEHICLE IMPROVEMENTS/EQUIPMENT, (C) FACILITY AND INFRASTRUCTURE IMPROVEMENTS, AND/OR (D) WATER SYSTEM, SEWER SYSTEM AND FLOOD CONTROL IMPROVEMENTS AND EQUIPMENT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY MATURE OR COME DUE; PROVIDING FOR THE FORMS, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

RECITALS

WHEREAS, Mayor and City Council of Cumberland (the “Issuer”) is a municipal corporation of the State of Maryland organized under a charter (the “Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

WHEREAS, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), authorize the Community Development Administration (the “Administration”), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in one or more series in the aggregate principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (the “Bonds,” as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified below, and/or (iii) paying issuance and other costs related to the Bonds; and

WHEREAS, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the “Program”); and

WHEREAS, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the “Loan”); and

WHEREAS, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

WHEREAS, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

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

Section 1. Authorization, Terms, Form of Bonds.

(a) Mayor and City Council of Cumberland (the “Issuer”) shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), to be known as the “Mayor and City Council of Cumberland Infrastructure Bonds, 2023 Series A” (or by such other or additional designation or designations as required by the Administration (as defined herein), including, without limitation, to identify separate series or subseries (collectively, the “Bonds” and, individually, a “Bond”). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, Wi-Fi access points, switches, servers, phone systems, and surveillance equipment), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, utility terrain vehicles and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, a fire station engine exhaust system, design of a new filter building for the water distribution system, and wastewater treatment plant roof replacement/improvements), and/or (D) water system, sewer system and flood control improvements and equipment (including, without limitation, anthracite and sand filter media, cathodic protection upgrades, SCADA system equipment and improvements, water main replacements, reservoir control valve improvements, water tank improvements, influent screen design and construction, flood control concrete repairs, and anaerobic digester improvements), together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (D), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, study, design, architectural, engineering, document development, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer’s share or contribution to such undertaking (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Community Development Administration (the “Administration”) under the Program identified in subsection (b) below, and/or (iii) paying issuance and other costs related to the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the “Mayor”), in consultation with the City Administrator of the Issuer (the “City Administrator”), any other appropriate officials of the Issuer, and the Administration, is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Bonds not to apply Bonds

proceeds to finance or refinance costs of any one or more components of the Project due to tax, budgetary or other considerations.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration's Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 4.60 percent for a loan with a maturity of five years or fewer, (2) 5.00 percent for a loan with a maturity in excess of five years but no more than ten years, (3) 5.50 percent for a loan with a maturity in excess of ten years but no more than fifteen years, and (4) 5.75 percent for a loan with a maturity in excess of fifteen years but no more than twenty years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance and/or refinance all or a portion of the costs of the Project, (ii) fund a portion of a capital reserve fund and/or other reserves required by the Administration under the Program, and/or (iii) pay costs of issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the "Repayment Agreement" and the "Pledge Agreement"). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the "Program Documents"). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor

and/or the City Administrator and as shall be acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration's Bonds (the "Administration Financing") that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$4,250,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed \$4,250,000.00 as approved by the Administration and accepted by the Issuer, (ii) with the assistance of the City Administrator and the Comptroller of the Issuer (the "Comptroller"), to determine the amortization term(s) of the Bonds taking into account the useful lives of the various components of the Project, not to exceed the maximum maturity as set forth in subsection (d) above, and (iii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds for the applicable term(s) as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter of the Issuer (the "Charter").

Section 2. Execution and Completion of Documents. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the "City Clerk"). The Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the Program Documents becomes an official after the date of the issue, the Bonds or the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable form(s) of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor's discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor and/or the City Administrator are hereby authorized, empowered and directed to complete the applicable forms of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds by the Mayor and the execution and delivery of the Program Documents by one or more of the duly authorized officials provided for in this Section 2 shall be conclusive evidence of

such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority.

Section 3. Registration of Bonds. The City Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No security or bond shall be required of the City Clerk in the performance of the duties of registrar for the Bonds.

The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

Section 4. Prepayment. The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds. The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next principal installment or installments coming due, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

Section 7. Covenants. The Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

Section 9. Pledge of Local Government Payments. As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds and/or other reserves required under the Program the

amount of the Issuer's portion of any deficiency in such capital reserve fund or such other reserves as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

Section 10. Purchase Price of Bonds. The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

Section 11. Sale of Bonds. The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

Section 12. Authority to Take Action; Publication and Public Hearing.

(a) The appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the projects to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

(c) The Issuer shall comply with any publication and/or posting requirements set forth in its Charter that are determined to be applicable to this Ordinance.

Section 13. Tax Matters

(a) Any one or more of the Mayor, the City Administrator, the Treasurer of the Issuer (the “Treasurer”) and/or the Comptroller shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the “Section 148 Certificate”) which complies with the requirements of Section 148 (“Section 148”) of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations thereunder (the “Arbitrage Regulations”), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer’s reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official’s or officials’ knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 and the regulations thereunder that are applicable to the Bonds on the date of issuance of the Bonds and that may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer’s compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may

include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such applicable identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

Section 14. Effective Date; Miscellaneous.

(a) Notwithstanding the provisions of Section 82A(b)(3) of the Charter, pursuant to Section 4-232(c) of the Act, this Ordinance shall take effect from the date of its passage by the Mayor and City Council of the Issuer (the “Mayor and City Council”), and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk or the City Clerk’s successor in office shall constitute evidence of the contents and provisions hereof.

(b) Any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an “acting” or “interim” capacity (e.g., the Acting City Administrator of the Issuer or the Interim City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond generally to the titles used in the Charter or the City Code of the Issuer (the “City Code”).

(c) In the event the position of any official who is referred to by title in this Ordinance is vacant at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has been appointed to such position (including in an “acting” or “interim” capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the Charter or the City Code or, to the extent not so provided for in the Charter or the City Code, as designated by the Mayor and City Council by motion or other appropriate action, including, without limitation, any applicable “deputy,” “associate,” or “assistant” official. Written evidence of any such designation shall be provided to the Administration. Notwithstanding the foregoing sentence, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time, any such action may be taken solely by the remaining official.

(d) References in this Ordinance to the phrases “to finance”, “to pay” or “to fund” or similar phrases shall be deemed to refer to and include “to reimburse” or “to refinance” or similar phrases.

(e) References in this Ordinance to the phrase “including” and similar phrases shall be deemed to refer to and include “including, but not limited to”, “including, without limitation,” or similar phrases.

(f) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources.

(g) The proceeds of the Bonds, including any premium of the Administration’s Bonds that may be allocated to the Issuer, are hereby appropriated for purposes of the Project and the other purposes specified in this Ordinance.

(h) The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for all purposes.

(i) Pursuant to Section 4-232(b) of the Act, this Ordinance shall be subject to petition to referendum by the qualified voters of the Issuer in accordance with Section 82A(c) of the Charter provided that the petition is filed not later than 20 days after this Ordinance is passed by the Mayor and City Council. The provisions of Section 82A(c) of the Charter allowing for a referendum petition to be filed within 30 days following passage of a bond ordinance shall be disregarded and the provisions of Section 4-232(b) of the Act shall control the period in which any referendum petition must be filed.

(j) The Mayor’s signature on this Ordinance constitutes and signifies his approval of this Ordinance as required by Section 4-232(a)(1)(ii) of the Act.

[CONTINUED ON FOLLOWING PAGE]

(k) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Allison K. Layton, City Clerk

Introduced: _____, 2023

Passed: _____, 2023

Effective: _____, 2023

Exhibit A. – Form of Bond

#229258;10002.078

**United States of America
State of Maryland
Mayor and City Council of Cumberland
Infrastructure Bond, 2023 Series [A]**

No. R-_____ \$_____

Mayor and City Council of Cumberland, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the “Issuer”), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of _____ Dollars (\$_____), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost (“TIC”) (expressed as a yield) set forth on Exhibit A attached hereto, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on _____, 20__, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; and (b) principal of this bond shall be paid commencing on _____ and on [April 1] in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A “Business Day” is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as “Mayor and City Council of Cumberland Infrastructure Bond, 2023 Series [A]” (this “Bond”), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, Wi-Fi access points, switches, servers, phone systems, and surveillance equipment), (B) new

and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, utility terrain vehicles and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, a fire station engine exhaust system, design of a new filter building for the water distribution system, and wastewater treatment plant roof replacement/improvements), and/or (D) water system, sewer system and flood control improvements and equipment (including, without limitation, anthracite and sand filter media, cathodic protection upgrades, SCADA system equipment and improvements, water main replacements, reservoir control valve improvements, water tank improvements, influent screen design and construction, flood control concrete repairs, and anaerobic digester improvements), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. _____ of the Issuer passed by the Mayor and City Council of the Issuer on _____, 2023 and effective on _____, 2023 (the “Ordinance”). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the “Administration”). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2023, between the Issuer and the Administration (the “Repayment Agreement”).

This Bond is subject to prepayment by the Issuer to the extent provided in the Repayment Agreement.

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provisions of the Repayment Agreement.

The Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This Bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this Bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this Bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be affixed hereto and attested by the manual signature of the City Clerk, as of _____, 2023.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

City Clerk

By: _____
Mayor

BOND PAYMENT SCHEDULE

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated "Total."

File Attachments for Item:

. Order 27,169 - accepting the Round V Surplus Property bid from Richard Pravlik in the amount of \$7,500 for the purchase of 13 W. Clement Street

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

ORDER NO. 27,169

DATE: February 7, 2023

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

THAT, the bid amounts from the following individuals/companies for certain properties offered for sale through the 2022 Surplus Property Request for Bids Round V process be and are hereby accepted:

Address	Tax ID No.	Bidder	Bid Amount
13 W. Clement St.	04-025865	Richard Pravlik	\$7,500

Raymond M. Morriss, Mayor

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 04 Account Number - 025865

Owner Information

Owner Name: CUMBERLAND MAYOR & CITY COUNCIL **Use:** EXEMPT
Principal Residence: NO
Mailing Address: 57 N LIBERTY ST **Deed Reference:** /02794/ 00126
 CUMBERLAND MD 21502-

Location & Structure Information

Premises Address: 13 W CLEMENT ST **Legal Description:** 13 W CLEMENT ST
 CUMBERLAND 21502-0000 LTS 32-33 50X100
 CUMB PK ADDN

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0113	0021	0039	6040016.01	0000				2021	Plat Ref:

Town: CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1942	638 SF		5,000 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1	YES	STANDARD UNIT	SIDING/	3	1 full		

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2021	07/01/2022	07/01/2023
Land:	8,700	10,000		
Improvements	36,900	38,800		
Total:	45,600	48,800	47,733	48,800
Preferential Land:	0	0		

Transfer Information

Seller: WARNER BROOKS- ARLENE Type: NON-ARMS LENGTH OTHER	Date: 06/23/2022 Deed1: /02794/ 00126	Price: \$0 Deed2:
Seller: BLOSS, DAWN R Type: ARMS LENGTH IMPROVED	Date: 06/30/2004 Deed1: /00732/ 00462	Price: \$37,400 Deed2:
Seller: TURNER, JAMES M-BLOSS, DAWN R Type: NON-ARMS LENGTH OTHER	Date: 02/08/2002 Deed1: /00701/ 00345	Price: \$0 Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	670	47,733.00	48,800.00
State:	670	47,733.00	48,800.00
Municipal:	670	47,733.00 48,800.00	47,733.00 48,800.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

File Attachments for Item:

. Order 27,170 - declaring 421 Arch St. to be surplus property to offer for sale

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

ORDER NO. 27,170

DATE: February 7, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

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

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

1. 421 Arch Street Tax ID No. 04-039009

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of any or all of the properties to a purchaser, and the City may proceed with the transfer of any or all of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 04 Account Number - 039009

Owner Information

Owner Name: CUMBERLAND MAYOR & CITY COUNCIL **Use:** EXEMPT
Principal Residence: NO
Mailing Address: 57 N LIBERTY ST **Deed Reference:** /02796/ 00220
 CUMBERLAND MD 21502-

Location & Structure Information

Premises Address: 421 ARCH ST **Legal Description:** 421 ARCH ST
 CUMBERLAND 21502-0000 LOT 124 40X100
 SOUTH SIDE ADDN

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0111	0014	1858	6050001.01	0000				2021	Plat Ref:

Town: CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1920	1,722 SF		4,000 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	SIDING/	3	2 full		

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2021	07/01/2022	07/01/2023
Land:	3,600	3,600		
Improvements	34,400	21,100		
Total:	38,000	24,700	24,700	24,700
Preferential Land:	0	0		

Transfer Information

Seller: WALKER VIRGINIA L	Date: 06/28/2022	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02796/ 00220	Deed2:
Seller: WALKER NANCY ANN	Date: 08/22/2013	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /01994/ 00307	Deed2:
Seller: DUCKWORTH, GARY A	Date: 01/16/1991	Price: \$19,500
Type: ARMS LENGTH IMPROVED	Deed1: /00592/ 00438	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	670	24,700.00	24,700.00
State:	670	24,700.00	24,700.00
Municipal:	670	24,700.00 24,700.00	24,700.00 24,700.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

File Attachments for Item:

. Order 27,171 - declaring vehicles and equipment to be surplus and authorizing them for sale or trade in

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

ORDER NO. 27,171

DATE: February 7, 2023

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
Unit 112	Comm Dev	2005 Chevy Trailblazer	1GNNDT13S752262709
Unit 113	Engineering	1996 Jeep Cherokee	1J4FJ28S0TL265300
Unit 304	Water Dist	2005 Chevy Silverado Crew Cab	1GBJK33235F950665
Unit 313	Water Dist	1997 Chevy Van	1GBJG31F7V1049691
246	Street	2001 Stow Econ Roller R-2000	
924-1	Flood	2008 John Deer Rotary Mower	Model HX20
DDC 4016	DDC	Ingersoll 4016 Garden Tractor w/ Plow	
DDC 446	DDC	Ingersoll 446 Garden Tractor w/Sweeper	
EM	WWTP	Electric Motor	
720	WWTP	Taylor Fork Lift	S-26-11140
HOIST 1	WFP	SpaceMaster EC 2-Ton Hoist	5843309802
HOISE 2	WFP	SpaceMaster EC 2-Ton Hoist	5843309801
Unit 606	Sewer	2004 Chevy Silverado w/service body	1GBJK34UX4E367983
Unit 305	Water Dist.	2004 Ford F-550 Dump Truck	1FDAF57P24EB35777

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
Unit 601	Sewer	2012 Ford Escape	1FMCU9D7XCKA56447
Unit 505	Parks & Rec	2003 Ford F250 Pickup	1FTNF20L73EB30424
Unit 305	Water Dist.	2004 Ford F-550 Dump Truck	1FDAF57P24EB35777
Unit 606	Sewer	21004 Chevrolet Silverado 4WD Service Body	1GBJK34UX4E367983

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,172 - authorizing the Comptroller to abate City real estate taxes owed for the Memorial Avenue lots owned by the Cumberland Economic Development Corporation in the amount not to exceed \$38,095.20

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

ORDER NO. 27,172

DATE: February 7, 2023

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

THAT, the City Comptroller be and is hereby authorized to abate City real estate taxes owed for the Memorial Avenue lots owned by the Cumberland Economic Development Corporation, Tax ID's 04-030419, 04-011791, 04-030427 and 04-030397 for the Tax Year 2022-2023 as follows:

Tax ID: 04-030419 Memorial Avenue/Lots 15-20	\$15,785.70
Tax ID: 04-011791 Memorial Avenue/Lots 29-30	\$467.61
Tax ID: 04-030427 Memorial Avenue/Lots 23-28	\$15,518.36
Tax ID: 04-030397 600 Memorial Avenue	\$6,323.53
Total	\$38,095.20

Raymond M. Morriss, Mayor

View Map	View GroundRent Redemption	View GroundRent Registration	
Special Tax Recapture: None			
Account Identifier:	District - 04 Account Number - 030419		
Owner Information			
Owner Name:	CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION	Use:	COMMERCIAL
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502	Principal Residence:	NO
		Deed Reference:	/02828/ 00456
Location & Structure Information			
Premises Address:	MEMORIAL AVE CUMBERLAND 21502-0000	Legal Description:	32,252 SF LOTS 15-20 PT 21-22 BLK 18 JOHNSON HGTS
Map:	Grid:	Parcel:	Neighborhood:
0109	0017	3030	10003.01
Subdivision:	Section:	Block:	Lot:
0000			
Assessment Year:	Plat No:	836	
2021	Plat Ref:		
Town: CUMBERLAND			
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area
1992	71,304 SF		32,252 SF
County Use			
Stories Basement Type	Exterior	Quality Full/Half Bath	Garage Last Notice of Major Improvements
	PARKING STRUCTURE	CONCRETE/ C3	
Value Information			
	Base Value	Value	Phase-in Assessments
		As of	As of
		01/01/2021	07/01/2022
Land:	58,300	58,300	
Improvements	1,510,800	1,477,700	
Total:	1,569,100	1,536,000	1,536,000
Preferential Land:	0	0	1,536,000
Transfer Information			
Seller: CUMBERLAND MAYOR & CITY COUNCIL	Date: 11/01/2022	Price: \$0	
Type: NON-ARMS LENGTH OTHER	Deed1: /02828/ 00456	Deed2:	
Seller: BOARD OF GOVERNORS OF THE MEMORIAL HOSPITAL OF CUMBERLAND	Date:	Price: \$0	
Type: NON-ARMS LENGTH OTHER	Deed1: /00490/ 00945	Deed2:	
Seller:	Date:	Price:	
Type:	Deed1:	Deed2:	
Exemption Information			
Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	1,536,000.00	
State:	000	1,536,000.00	
Municipal:	000	1,536,000.00 0.00	1,536,000.00 0.00
Special Tax Recapture: None			
Homestead Application Information			
Homestead Application Status: No Application			
Homeowners' Tax Credit Application Information			
Homeowners' Tax Credit Application Status: No Application			
Date:			

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration								
Special Tax Recapture: None										
Account Identifier:	District - 04 Account Number - 011791									
Owner Information										
Owner Name:	CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION	Use: COMMERCIAL Principal Residence: NO								
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502	Deed Reference: /02828/ 00456								
Location & Structure Information										
Premises Address:	MEMORIAL AVE CUMBERLAND 21502-0000	Legal Description: 9,100 SF LOTS 29-30 BLK 17 JOHNSON HEIGHTS								
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	836
0109	0017	3027	10003.01	0000				2021	Plat Ref:	
Town: CUMBERLAND										
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use						
			9,100 SF							
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
			/							
Value Information										
			Base Value	Value	Phase-in Assessments					
				As of	As of	As of				
				01/01/2021	07/01/2022	07/01/2023				
Land:			45,500	45,500						
Improvements			0	0						
Total:			45,500	45,500	45,500				45,500	
Preferential Land:			0	0						
Transfer Information										
Seller: CUMBERLAND CITY OF					Date: 11/01/2022					
Type: NON-ARMS LENGTH OTHER					Deed1: /02828/ 00456					
Seller: KEYSER THOMAS G ETAL					Date:					
Type: NON-ARMS LENGTH OTHER					Deed1: /00485/ 00254					
Seller:					Date:					
Type:					Deed1:					
Exemption Information										
Partial Exempt Assessments:	Class					07/01/2022	07/01/2023			
County:	000					45,500.00				
State:	000					45,500.00				
Municipal:	000					45,500.00 0.00	45,500.00 0.00			
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application										
Date:										

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:	District - 04 Account Number - 030427	
Owner Information		
Owner Name:	CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION	Use: COMMERCIAL Principal Residence: NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502	Deed Reference: /02828/ 00456
Location & Structure Information		
Premises Address:	MEMORIAL AVE CUMBERLAND 21502-0000	Legal Description: 27,300 SF LOTS 23-28 BLK 17 JOHNSON HGTS
Map: 0109	Grid: 0017	Parcel: 3029
Neighborhood: 10003.01	Subdivision: 0000	Section:
Block:	Lot:	Assessment Year: 2021
		Plat No: 836 Plat Ref:
Town: CUMBERLAND		
Primary Structure Built: 2002	Above Grade Living Area: 80,136 SF	Finished Basement Area:
		Property Land Area: 27,300 SF
Stories Basement:	Type: PARKING STRUCTURE /	Exterior Quality: Full/Half Bath
		Garage: C3
Value Information		
	Base Value	Value
		As of
Land:	110,900	01/01/2021
Improvements:	2,078,100	110,900
Total:	2,189,000	1,788,300
Preferential Land:	0	1,899,200
		1,899,200
		1,899,200
Transfer Information		
Seller: CUMBERLAND CITY OF	Date: 11/01/2022	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02828/ 00456	Deed2:
Seller: BOARD OF GOVERNORS OF THE MEMORIAL HOSPITAL OF CUMBERLAND	Date:	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00490/ 00945	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2022
County:	000	07/01/2023
State:	000	1,899,200.00
Municipal:	000	1,899,200.00
		1,899,200.00 0.00
		1,899,200.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		Date:

Real Property Data Search ()
 Search Result for ALLEGANY COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:	District - 04 Account Number - 030397	
Owner Information		
Owner Name:	CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION	Use: COMMERCIAL Principal Residence: NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502	Deed Reference: /02828/ 00456
Location & Structure Information		
Premises Address:	600 MEMORIAL AVE CUMBERLAND 21502-0000	Legal Description: 7.07 AC LOTS 4-35 BLK 24 JOHNSON HGTS
Map: 0110	Grid: 0008	Parcel: 7104A
Neighborhood: 10003.01	Subdivision: 0000	Section: 1
Block: 1	Lot: 1	Assessment Year: 2021
Plat No: 836	Plat Ref:	
Town: CUMBERLAND		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
		Property Land Area 7.0700 AC
County Use		
Stories	Basement	Type
Exterior	Quality	Full/Half Bath
Garage	Last Notice of Major Improvements	
Value Information		
	Base Value	Value
		As of
		01/01/2021
		Phase-in Assessments
		As of
		07/01/2022
		As of
		07/01/2023
Land:	615,300	615,300
Improvements:	0	0
Total:	615,300	615,300
Preferential Land:	0	0
Transfer Information		
Seller: MAYOR & CITY COUNCIL OF CUMBERLAND	Date: 11/01/2022	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02828/ 00456	Deed2:
Seller: BOARD OF GOVERNORS OF THE	Date: 01/18/1977	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00490/ 00945	Deed2:
Seller: MAYOR & CITY COUNCIL OF CUMBERLAND	Date: 12/27/1957	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00295/ 00302	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2022
County:	000	615,300.00
State:	000	615,300.00
Municipal:	000	615,300.00 0.00
Special Tax Recapture: None		07/01/2023
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

File Attachments for Item:

. Order 27,173 - authorizing the Acting Chief of Police to accept the FY23 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$179,790 for the purchase of Body Worn Cameras

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

ORDER NO. 27,173

DATE: February 7, 2023

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

THAT the Acting Chief of Police be and is hereby authorized to accept a FY23 Police Accountability, Community and Transparency (PACT) Grant in the amount of One Hundred Seventy Nine Thousand Seven Hundred Ninety Dollars and No Cents (\$179,790) which will be utilized to purchase Body Worn Cameras.

Raymond M. Morriss, Mayor

Budget:
Grant Funded Purchase

Council Agenda Summary

Meeting Date: January 26, 2023

Key Staff Contact: Captain James Burt, Acting Chief of Police

Item Title: FY23 Police Accountability, Community and Transparency (PACT) Grant

Summary of project/issue/purchase/contract, etc for Council:

Authorize the Acting Chief of Police to accept the FY23 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$179,790 for the purchase of Body Worn Cameras.

Amount of Award: \$179,790

Budget number:

Grant, bond, etc. reference: Grant

GRANT ADJUSTMENT NOTICE

Adjustment No: 3

TITLE OF PROGRAM: Body Worn Camera Program
FUNDING AGENCY: Cumberland Police Department
FUNDING SUBAGENCY: Cumberland Police Department
FUNDING PERIOD: 07/01/2022 To 06/30/2023

SECTION I. DEOBLIGATIONS & REOBLIGATIONS:

Previous Amount of Grant Award	\$179,790.00
Reobligation / Deobligation Amount	\$0.00
Adjusted Amount of Award	\$179,790.00

SECTION II. CHANGES:

No Changes to Project Director
No Changes to Fiscal Officer
No Changes to GOCCP Grant Monitor
No Changes to Fiscal Specialist
No Changes to Funding Manager
No Changes to Start Date
No Changes to End Date

SECTION III. OTHER ADJUSTMENTS & INFORMATION:

Updated Project Summary

The Cumberland Police Department Body Worn Camera (BWC) program. The Cumberland Police Department current does not have a BWC program. The implementation of a program will assist in fostering a culture of transparency for our community of those we serve. We would like to use the awarded funding to help up start with the implementation of our BWC project. Having our officers outfitted with BWC's would continue to foster a stronger relationship to our community in showing accountability and transparency that we have not been able to show without having a BWC program. With the accountability of all law enforcement officers has been a hot topic, the State of Maryland enacted legislation into law, and we have to meet the requirement prior to the end of 2024. The grant funding would aid us with the current high cost of the overall program fee that we need to successfully implement a BWC program.

Updated Project Title

Body Worn Camera Program for the Cumberland Police Department

Updated Goals and Objectives

GOAL #1: To purchase every officer his or her own BWC, complete with holder, clothing pocket, backup battery, system hardware, mount media controller, warranty, 24/7 technical support, installation, training, SIM card data plan for cellular connectivity, and in-car video bundle.

OBJECTIVE: Develop and implement strong policies to ensure proper and credible use of the BWC's. Complete initial purchasing and begin to successfully install and train our officers on the use of our BWC program.

GOAL #2: To instill trust throughout the community and improve police and community relations.

OBJECTIVE: Promote transparency between the police and the community. A way to measure this we be to see a reduction in the number of police misconduct complaints.

Updated Program Strategy

Prior to June 2023 the Cumberland Police Department plans to purchase BWC equipment. We have completed our search for the product we decided to proceed with and are ready to order once funding can be confirmed. New laws are in place and we have to have a BWC program by 2024. We have wanted to implement a BWC program for many years, with the lack of funding we have not been able to do so.

If awarded we can immediately move forward with ordering the required equipment. Proceed with the installation and begin training our officers on our BWC program.

Updated Timeline and Spending Plan

If awarded, the Cumberland Police Department will adhere to the following timeline;

Implementation Activity Responsible	Deadline	Person
Purchase Body Worn Cameras and related equipment	30 days after funds awarded	Capt. Burt
Develop and implement Body Worn Camera Policy	90 days after funds awarded	Capt. Burt
Develop and implement training for Body Worn Camera use for our officers	120 days after funds awarded	Capt. Burt

The above timeline will be strictly adhered to so all deadlines are met and funding is exhausted prior to the grant expiring.

Spending Plan

Upon being awarded the initial purchase of the Body Worn Cameras and equipment will be purchased. As the timeline progresses and approved training is obtained all CPD sworn officers will begin receiving training. The funds will be completely spent prior to the end of June 2023.

Processed by:

Approved:

Authorized Official Governor's Office of Crime Control and Prevention

Date: 1/24/2023

File Attachments for Item:

. Order 27,174 - authorizing a Residential exemption from the Special Taxing District Levy for the 2022-2023 tax year for 55 Baltimore Street in the amount not to exceed \$1,042.76

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

ORDER NO. 27,174

DATE: February 7, 2023

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

THAT, the following Residential Exemption from the Special Taxing District Levy for the 2022-2023 tax year be and is hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
55 Baltimore Street/David R. Romero	2022-2023/04-010671	\$1,042.76

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

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier:	District - 04 Account Number - 010671	
Owner Information		
Owner Name:	ROMERO DAVID F-MARGARET A	Use: COMMERCIAL
Mailing Address:	55 BALTIMORE ST CUMBERLAND MD 21502-3024	Principal Residence: NO
		Deed Reference: /00714/ 00137
Location & Structure Information		
Premises Address:	55 BALTIMORE ST CUMBERLAND 21502-0000	Legal Description: 55 BALTIMORE ST 33X98 33
Map: 0104	Grid: 0016	Parcel: 7202
Neighborhood: 10003.01	Subdivision: 0000	Section:
		Block:
		Lot:
		Assessment Year: 2021
		Plat No:
		Plat Ref:
Town: CUMBERLAND		
Primary Structure Built 1900	Above Grade Living Area 11,776 SF	Finished Basement Area
		Property Land Area 3,218 SF
County Use		
Stories	Basement	Type
		RETAIL STORE /
Exterior Quality	Full/Half Bath	Garage
C3		
Value Information		
	Base Value	Value
		Phase-in Assessments
		As of
		As of
		As of
Land:	24,100	24,100
Improvements	298,800	280,800
Total:	322,900	304,900
Preferential Land:	0	0
		304,900
		304,900
Transfer Information		
Seller: MULLANEY, TIMOTHY J	Date: 02/28/2003	Price: \$133,500
Type: NON-ARMS LENGTH OTHER	Deed1: /00714/ 00137	Deed2:
Seller: MULLANEY, TIMOTHY J-	Date: 05/17/1993	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00609/ 00134	Deed2:
Seller: LAZARUS INC	Date: 12/18/1992	Price: \$65,000
Type: NON-ARMS LENGTH OTHER	Deed1: /00606/ 00525	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	
County:	000	07/01/2022
State:	000	0.00
Municipal:	000	0.00
		0.00 0.00
		0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		Date:



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Special Tax exemption for 2022-2023

1 message

Lisa Terrell <lisa.terrell@cumberlandmd.gov>
To: Allison Layton <allison.layton@cumberlandmd.gov>

Mon, Jan 30, 2023 at 12:46 PM

Hi Allison

Special Taxes for Dave Romero
Original Amount - \$1,390.34
Abate - \$1,042.76
Billable - \$347.58

Let me know if you need anything else.

Lisa Terrell
Accounting Specialist
City of Cumberland

On Mon, Jan 30, 2023 at 12:17 PM Allison Layton <allison.layton@cumberlandmd.gov> wrote:

Hi!

In talking with Margie, she said I need the tax amount for this property and then I will create the order for M&CC approval. Please let me know what the amount would be when you return to the office :)

Thanks!
Allison

----- Forwarded message -----

From: **Cindy Miltenberger** <cindy.miltenberger@cumberlandmd.gov>
Date: Mon, Jan 30, 2023 at 11:18 AM
Subject: Fwd: Special Tax exemption for 2022-2023
To: Allison Layton <allison.layton@cumberlandmd.gov>

Cindy Miltenberger
Tax & Utility Supervisor
City of Cumberland
57 N. Liberty St.
Cumberland, MD 21502
cindy.miltenberger@cumberlandmd.gov
301-759-6409

----- Forwarded message -----

From: **Dave Romero** <dave@vibrantimage.com>
Date: Mon, Jan 30, 2023 at 11:04 AM
Subject: Fwd: Special Tax exemption for 2022-2023
To: Margie Woodring <margie.woodring@cumberlandmd.gov>
Cc: Cindy Miltenberger <cindy.miltenberger@cumberlandmd.gov>

Hi Margie-

I haven't received the annual tax exemption yet so I was wondering if this email got lost in the "ether". Please let me know that you received this email.

Thank You!
Dave

Dave Romero | Owner & Principal | Vibrant Image Productions | 301.693.5493 ph | www.VibrantImage.com

Begin forwarded message:

From: Dave Romero <dave@vibrantimage.com>
Subject: Special Tax exemption for 2022-2023
Date: October 3, 2022 at 10:50:49 AM EDT
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Good Morning Margie-

I hope you are well and that you had a great summer.
Here is my annual request for the Special Tax exemption. Please let me know if you need anything else from me for this.

Thank You!
Dave

Dave Romero | Owner & Principal | Vibrant Image Productions | 301.693.5493 ph
| www.VibrantImage.com

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2022-2023

I, INDY ROMERO request an exemption from the Special Taxing District Levy for property owned by me at:

55 BACHMAN ST.
CUMBERLAND MD 21502

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

Industrial 25%

Residential 75%

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

Industrial % 25%

Residential % 75%

Signed [Signature]

Date 05 OCTOBER 2022

Allison Layton
City Clerk
CITY OF CUMBERLAND
57 N. Liberty Street, Cumberland, MD 21502
Phone: 301-759-6447
allison.layton@cumberlandmd.gov
www.cumberlandmd.gov
Like City of Cumberland on Facebook!



File Attachments for Item:

. Order 27,175 - authorizing Substantial Amendment #3 (12152022) to the Community Development Block Grant Program reducing the AHEC Emergency Dental Access (UU22.019) project by \$2,000 and increasing the 2022 YMCA Food Program (UU22.063) by \$2,000

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

ORDER NO. 27,175

DATE: February 7, 2023

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

THAT, the following amendments to the Community Development Block Grant Program
be and are hereby approved effective February 7, 2023:

Program	Current	Amendment	New Total
2022 AHEC West Dental Access	\$5,000	(\$2,000)	\$3,000
2022 YMCA Gilcrist Food Program	\$5,000	\$2,000	\$7,000

Raymond M. Morriss, Mayor

Community Development Block Grant Funds

Substantial Amendment #3 12152022

City of Cumberland

Reprogramming CDBG funds in a timely manner enables the City to comply with HUD “Timeliness” standards and allows the funds to be used on “shovel ready” activities.

The changes proposed for the Program Year 2022 Annual Action Plan primarily involve a change in funding allocation of less than fifty (50) percent to two identified activities. The AHEC Emergency Dental Access (UU22.019) project, originally funded at \$5,000 will be reduced by request to \$3,000 leaving a \$2,000 surplus of 2022 funds. Due to high food costs from inflation and family food needs, the Cumberland YMCA has requested additional funds to continue to provide nutritional hot meals three times per week to transitional housing residents of 205 Baltimore Avenue at the Downtown YMCA Gilcrisp Center. Adding these surplus funds to the existing 2022 YMCA Food Program (UU22.063) will increase the total award to \$7,000.

As a result of the aforementioned proposed changes to the 2022 Annual Action Plan, two existing projects will be amended.

Written comments concerning the proposed amendment may be provided effective Thursday, December 22, 2022 through 4 PM, Monday, January 23, 2023. Please provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email to lee.borrer@cumberlandmd.gov. This Amendment to the Community Development Block Grant 2022 Annual Action Plan will be presented to Mayor and City Council at the regular meeting for approval on Tuesday, February 7, 2023 in Council Chambers at City Hall at 6:15 PM.

File Attachments for Item:

. Order 27,176 - authorizing Minor Amendment #4 (01032023) to the Community Development Block Grant Program involving a change in funding allocation to one identified activity (2020 Constitution Park Guard Station Rehabilitation (SS20.056) project) and 2021 Program Income

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

ORDER NO. 27,176

DATE: February 7, 2023

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

THAT, the following amendments to the Community Development Block Grant Program be and are hereby approved effective February 7, 2023:

Program	Current	Amendment	New Total
2021 Program Income	\$6,473.70	(\$634.62)	\$5,839.08
2020 Constitution Park Guard Station Rehabilitation	\$36,550	\$634.62	\$37,184.62

Raymond M. Morriss, Mayor

Community Development Block Grant Funds

Minor Amendment #4 01032023

City of Cumberland

Reprogramming CDBG funds in a timely manner enables the City to comply with HUD “Timeliness” standards and allows the funds to be used on “shovel ready” activities.

The changes proposed for the Program Year 2020 Annual Action Plan primarily involves a change in funding allocation of less than fifty (50) percent to one identified activity and 2021 Program Income. The Constitution Park Guard Station Rehabilitation (SS20.056) project, originally funded at \$36,550 but due to unforeseen construction issues requires additional funding as result of approved contract change order. City CDBG lists a surplus of program income funds of \$6,473.70. Adding these surplus funds to the existing 2020 constitution Park Guard Station Rehabilitation (SS20.056) project will increase total award to \$37,184.62.

As a result of the aforementioned proposed changes to the 2020 Annual Action Plan, one existing project will be amended utilizing 2021 year Program Income funds.

This Amendment to the Community Development Block Grant 2020 Annual Action Plan will be presented for approval to the Mayor and City Council at the regular meeting on February 7, 2023. The meeting will take place in Council Chambers at City Hall at 6:15 PM or by virtual livestream forum during a pandemic where public group assembly is discouraged.

File Attachments for Item:

. Order 27,177 - accepting the proposal from The Lakota Group in the amount not to exceed \$49,665 to develop a preservation plan for the City of Cumberland utilizing grant funds awarded in the amount of \$23,000

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

ORDER NO. 27,177

DATE: February 7, 2023

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

THAT, the proposal from The Lakota Group, 116 West Illinois Street, Floor 7, Chicago, IL 60654, to develop a preservation plan for the City of Cumberland be and is hereby accepted in the amount not-to-exceed Forty-Nine Thousand Six Hundred Sixty-Five Dollars and No Cents (\$49,665.00).

Raymond M. Morriss, Mayor

Company	Proposal
Stantec	\$66,473.70
Hanbury Preservation Consulting	\$47,000.00
Commonwealth Preservation	\$49,992.40
The Onyx Group	\$49,004.70
The Lakota Group	\$46,665.00
Kendig Keast Collaborative	\$62,845.00
Evolve EA	\$59,933.34

Budget:

CLG Grant Award: \$23,000

City of Cumberland Match: 26,665

Budget Number: 081 Historic Preservation

Council Agenda Summary

Meeting Date: February 7, 2023

Key Staff Contact: Ruth Davis - Rogers

Item Title: City of Cumberland Historic Preservation Plan

Summary of project/issue/purchase/contract, etc for Council:

The Cumberland Mayor and City Council received a \$23,000 Certified Local Government grant to contract with a consultant to develop a preservation plan for the City of Cumberland. This preservation plan will serve not only as a guide for the preservation and revitalization of the historic neighborhoods and landmarks within the city, but also as a plan on how to integrate historic preservation with local city planning efforts, economic development, heritage tourism and housing.

An RFP was published Oct. 3rd, 2022; the deadline for responses is Wednesday November 16, 2022. Twenty-one RFP requests were made with eight proposals submitted by the deadline. A selection committee was created to review all proposals. In January 2023 The Lakota Group from Chicago, IL was selected, and approved by The Maryland Historical Trust, to be the consultant for the Cumberland Historic Preservation Plan.

Amount of Award:

Lokota Group Scope of Work: \$49,665

Breakdown:

CLG Grant: \$23,000

City of Cumberland Match: 26,665

Budget number:

081 Historic Preservation

Grant, bond, etc. reference:

Certified Local Government

GRANT NUMBER: P22AF01249-00 CFDA

NUMBER: 15.904

Cumberland Historic Preservation Plan

Wednesday, November 16, 2022

Work Scope/Tasks/Hours/Fees

PROJECT PEOPLE

LAKOTA Principal LAKOTA Associates

Phase 1: Project Initiation, Review and Community Engagement

Task 1.1: Project Start Meeting	2	8	
Task 1.2: Data and Information Collection	2	4	
Task 1.3: Analysis	2	6	
Task 1.4: Mapping	2	6	
Task 1.5: Project Branding, Website, and Public Involvement Plan	2	4	
Task 1.6: Engagement Week	16	18	
Task 1.7: Community Survey	2	6	
Task 1.8: Community Input Summary	2	4	
Task 1.9: Draft State of the City Report	16	20	
Task 1.10: City of Cumberland Staff Meeting	2	2	
Task 1.11: Subcommittee Meeting	2	2	
Task 1.12: Revised State of the City Report	2	2	
Subtotal Hours	54	88	
Subtotal Fees	\$10,800	\$25,640	\$15,840
Total Phase by Firm			\$25,640

Phase 2: Draft and Final Documents

Task 2.1: Draft Cumberland Historic Preservation Plan	20	30	
Task 2.2: City of Cumberland Staff Meeting	2	4	
Task 2.3: Plan Subcommittee Meeting and Community Workshops	6	8	
Task 2.4: Community Survey	2	6	
Task 2.5: Revised Cumberland Historic Preservation Plan	2	6	
Task 2.6: Historic Preservation/Planning and Zoning Commission and Meetings	2	4	
Task 2.7: City Council Meeting	2	2	
Task 2.8: SHPO Submission	2	0	
Subtotal Hours	38	60	
Subtotal Fees	\$7,600	\$10,800	\$10,800
Total Phase by Firm			\$18,400

Total Phase 2 \$18,400

Total Project Hours 92
Subtotal Fees \$18,400

0 0
\$0 \$0

TOTAL PROJECT FEES
TOTAL COST

\$45,040
\$45,040

Staff Categories

A. Associate Principal
B. Associate Staff

Project Fee Total = \$45,040
Expense Estimate = \$4,625
Total Project Budget = \$49,665

\$200
\$180

Cost Proposal

The Lakota Group will work closely with the City of Cumberland to refine the project scope, schedule and deliverables. Our firm has the resources, experience, and expertise to conduct a preservation assignment of this scope.

Professional Fees and Expenses

Professional fees and reimbursable expenses for this assignment are estimated as follows (please see spreadsheet on following page):

Phase 1:	\$26,640
Phase 2:	\$18,400
Travel and Expenses:	\$4,625
Total Budget	\$49,665

Hours and Fees by Lakota Staff

	<u>Hours</u>	<u>Fee</u>
Associate Principal	92	\$18,400
Lakota Associates	148	\$26,640

Fee estimates are negotiable and can be adjusted based on clarifications or changes to the work scope made by the City of Cumberland. The fee estimate includes all phases including engagement, travel, and final report production as outlined in this RFP response. If requested by the City, Lakota will provide fee estimates for additional tasks. Any additional services requested of the Lakota Group will be billed on an hourly rate basis according to the firms current hourly rates:

Lakota Hourly Rates

Associate Principal:	\$225.00
Senior Associate:	\$190.00

No additional fees will be charged without the prior written consent of the City of Cumberland.

Deliverables

Lakota will provide all deliverables and materials in PDF, InDesign, GIS and Word formats as requested by the City of Cumberland

References

Additional references can be furnished upon request.

Cumberland, Maryland Historic Preservation Plan

Proposed Timeline and Key Tasks

January 18, 2023

February 2023

- Task 1: Project Start Meeting
- Task 2: Data and Information Collection
- Task 3: Analyses
- Task 4: Mapping
- Task 5: Project Branding, Website, and Public Involvement Plan

March 2023

- Task 6: Engagement Week
- Task 7: Community Survey
- Task 8: Community Input Summary

April 2023

- Task 9: Draft State of the City Report/Draft Framework Plan
- Task 10: City of Cumberland Staff Meeting
- Task 11: Steering Committee Meeting

May 2023

- Task 12: Revised State of the City Report/Draft Framework Plan
- Task 13: City of Cumberland Staff Meeting

June 2023

- Task 14: Plan Subcommittee Meeting Community Workshops
- Task 15: Community Survey
- Task 16: Third Draft Cumberland Historic Preservation Plan

July 2023

- Task 17: Historic Preservation/Planning and Zoning Commission and Meetings
- Task 18: City Council Meeting
- Task 19: SHPO Submission

File Attachments for Item:

. Order 27,178 - accepting the proposal from Farrell Forestry LLC for professional consulting forestry services for the Evitts Creek Watershed (City Project 2022-41-SRVC) in the amount not to exceed \$30,000

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

ORDER NO. 27,178

DATE: February 7, 2023

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

THAT, the proposal from Farrell Forestry LLC, 17205 Dutch Hollow Road, Mount Savage, MD 21545, to provide professional consulting forestry services for the Evitts Creek Watershed (City Project 2022-41-SRVC) be and is hereby accepted in the amount not-to-exceed Thirty Thousand Dollars and No Cents (\$30,000.00); and

BE IT FURTHER ORDERED, that the contract provides for the consultant to furnish additional roadside tree services on an hourly basis upon written request of the City at a supplementary hourly rate.

Raymond M. Morriss, Mayor

Budget:
002.220.20100

Fees for Service

Base Fee = \$30,000.00

Hourly Rate for Additional Services = \$75 per hour

Qualification and Abilities

I am currently a private Consulting Forester. I own my own company, Farrell Forestry LLC. I work with clients in Maryland, Pennsylvania, and West Virginia. I work on private, state, and federal lands. In this position some of my duties include develop and implement forest management plans, timber appraisals, forest inventory, boundary marking, invasive species management, and develop tree planting plans. I have professional experience managing large tracts of land. I have professional experience working on private and public lands in combination with many public agencies. I have worked alongside Maryland DNR forest service, Maryland Fish and Wildlife service, United States Department of Agriculture - Natural Resources Conservation Service, Pennsylvania DCNR Forest service, Pennsylvania game commission, and West Virginia Forest Service.

CONSULTANT FORESTER – SCOPE OF SERVICES

DESCRIPTION

The Consultant Forester contract comprises of the following items:

1. Conduct an inventory and appraisal of standing timber as per the Evitts Creek Watershed 5-year timber sale and management plan. This will be done using point samples and forest software called cruise control. The city will get a detailed report.
2. As per the Evitts Creek Watershed 5-year timber sale and management plan, selectively mark, tally and identify those trees to be harvested on 50 acres +/- section (FY23). This will be completed similar to how the other sales (FY 22) were completed.
3. Assist the City in preparing a detailed timber sale contract that will be released by the City of Cumberland's Engineering Department. At Farrell Forestry we prepare timber sale contracts at least once a month. We would be glad to help the city with this.
4. The Consultant shall provide periodic supervision in an advisory capacity during the performance of the contract between the City and timber buyer and make periodic random inspections of the sale area during the operations to help the City ensure the contract is performed in a good workmanship manner, including proper construction of roads/trails and/or the cutting and removal of the timber in compliance with the proper laws and regulations. We will random timber sale inspections.
5. Conduct property boundary line marking on portions of Evitts Creek Watershed, and other technical assistance associated with locating, mapping and evaluating other areas of the watershed for future timber sales as directed by the City of Cumberland. We will do this using forest software called Onpoint or Avenza maps.
6. Provide roadside tree services on an hourly basis within the municipal boundary of the City upon written request, which shall include but not limited to tree condition reviews, emergency pruning/removal, coordination with MD Department of Natural Resources (MD-DNR) for

roadside tree removal approval and related items. I have agreed to provide guidance but will not be pruning and/or cutting any trees.

State when the Consultant will be ready to start the anticipated work if selected. I can start as early as February 1, 2023.

Certification of Experience and Project Approach

Similar projects I have managed for clients –

1. Adam Heavner - Williams Road, Cumberland, Maryland – 240-609-3500
Worked with Adam and his family to selectively mark, tally, and sell his timber. The timber is currently marked and logging operations have not yet started. I will work with Adam to administer the timber sale, performing periodic timber sale inspections to insure the forest is left in the same or better conditions than before logging started.
2. Dan Hedderick – 14109 Lands End Lane, Cumberland, Maryland – 301-777-5835
Worked with Dan and family to selectively mark areas for timber sales. In this role, I worked as a partner forester with the United States Department of Agriculture – Natural Resources Conservation Service on the Golden-winged Warbler project. Through this project I worked with Dan to mark trees to be harvested and administered the timber sale, performing periodic timber sale inspections. I also worked with Dan and family as a consulting forester/herbicide contractor to control non-native invasive species throughout different stands on his property.
3. Shawn Bender – Bear Creek Road, Accident, Maryland
Worked with Shawn to selectively mark, tally, and sell his timber. The timber has recently been harvested and the job is complete. I performed periodic timber sale inspections and the job went smoothly. I have recently marked another stand for timber sale and logging operations have not yet started.
4. Steve Jenkins – Allegany Coal & Land – 301-689-8895
I work with Allegany Coal and Land to manage all their forested property. This includes timber appraisals, timber sales, forest management plans, and invasive species control. We have multiple stands that have been recently harvested and one stand that has been marked for harvest.

Perception of project requirements & what makes Farrell Forestry a qualified firm

I am a licensed forester and licensed herbicide applicator from Mount Savage, Maryland. I also work with Frank Stark, Frank is also a licensed forester. Frank and I are full time consulting foresters that have professional experience in the administration and implementation of timber sales, timber appraisals, and forest management plans. Together, Frank and I have 50+ years of experience.

Frank and I have professional experience managing large tracts of land in Allegany and Garrett county. We have professional experience working on private and public lands in combination with many public agencies. We have worked alongside Maryland DNR forest service, Maryland Fish and Wildlife service, United States Department of Agriculture - Natural Resources Conservation Service, Pennsylvania DCNR Forest service, Pennsylvania game commission, and West Virginia Forest service.

The focus of Farrell Forestry is to provide guidance for long term forest health and sustainable forest management while also enhancing wildlife habitat. I have been out to the Cumberland Watershed to walk the proposed harvest areas and evaluate the previous years timber harvest. The previous harvest looked very good; minimal damage to the residual stand and the haul roads were left in good shape. In the proposed harvest areas I saw an overstocked forest in terms of stand density and overall good quality of standing timber; these stands need to be thinned in the near future. Thinning will allow the residual stand to grow at a much faster rate. Giving the current conditions of the forest I believe the City of Cumberland can manage a sustainable forest for generations to come.

Please give me a call with any questions.

Sincerely,



Shannon Patrick Farrell
Farrell Forestry LLC
240-979-8061
17205 Dutch Hollow Road
Mount Savage, Maryland 21545

&



Frank J. Stark
304 Klondike Road
Confluence, Pennsylvania 15424

File Attachments for Item:

. Order 27,179 - accepting the proposal from East Hills Engineering Design Services LLC to provide mechanical and electrical engineering design services for the City Hall HVAC Replacement Project (City Project 2022-11-PBLD)

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

ORDER NO. 27,179

DATE: February 7, 2023

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

THAT, the proposal from East Hills Engineering Associates LLC, 541 Main Street, Windber, PA 15963, to provide mechanical and electrical engineering design services for the City Hall HVAC Replacement Project (City Project 2022-11-PBLD) be and is hereby accepted in the amount not-to-exceed Fifty Seven Thousand Two Hundred Ten Dollars and No Cents (\$57,210.00).

Raymond M. Morriss, Mayor

Budget:
115.032A.63000

Council Agenda Summary

Meeting Date: 2/7/2023

Key Staff Contact: Robert Smith, PE

Item Title:

Proposal to Provide Mechanical and Electrical Engineering Design Services, HVAC System Replacement

Summary of project/issue/purchase/contract, etc for Council:

The City would like to accept the proposal to provide mechanical and electrical engineering design services for the City Hall HVAC Replacement project, City Project 2022-11-PBLD, by East Hills Engineering Associates LLC. The proposed engineering fees will total \$57,210.00. Proposed costs include Engineering Design Services required to complete Schematic Design Documents, Engineering Design Services required to complete Construction Documents, and Engineering Construction Administration Services.

Amount of Award: \$57,210.00

Budget number: 115.032A.63000

Grant, bond, etc. reference: City Funds



East Hills Engineering Associates LLC

541 MAIN STREET, WINDBER, PA 15963 PHONE: (814) 467-6877 FAX: (814) 467-6529 WWW.EASTHILLSENG.COM

February 1, 2023

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

ATTN: Mr. Robert Smith, P.E., Director of Engineering and Utilities

**RE: City Hall – HVAC System Replacement
 Proposal to Provide Mechanical and Electrical Engineering Design Services**

Dear Mr. Smith,

Per your request, we are pleased to submit this proposal on behalf of East Hills Engineering Associates LLC (“East Hills”) to provide engineering and consulting services to you (referred to herein as the “Client”) in connection with the above subject Project.

The project as we understand it consists of the replacement of the HVAC System in the City Hall Building as outlined under Option 1 in Section 6 of the HVAC System replacement study report prepared by this office. The new system will be a Variable Refrigerant Flow system with new Dedicated Outside ventilation unit.

Per the study, we recommend starting the design in a Schematic phase that will help us locate and select equipment on drawings for use by a contractor or professional estimator so we may more accurately understand the cost of the system replacement. Getting into the design some and then pulling costs together will allow the City to “Pull the Plug” on the project should costs far exceed our original estimate. The Schematic Design Phase is broken out in this Fee Proposal.

SCOPES OF DESIGNS

Mechanical (HVAC) Design

- A. Refer to the original Option 1 outlined within the HVAC System study.

Mechanical (Plumbing) Design

- A. Design to revise the existing natural gas piping system to accommodate the new HVAC system.
- B. Design to revise the existing condensate piping system to accommodate the new HVAC System. It is assumed for the purposes of this proposal that the clear water condensate waste will be permitted to be discharged to the existing Sanitary system (which is an existing condition). If the City or County requires that these systems be separated, additional fees may apply depending on existing conditions.

Electrical Design

- A. We will need to review at least 12 most recent months of electric bills or begin to meter the existing building electrical service so we can determine if the electric service will need replaced due to the HVAC System replacement.
- B. In any event, the existing electrical service seems to be in poor condition and new main panel and sub-panels may be required. This will be determined during schematic design. This proposal includes design of a new main distribution panel for the building and back feeding all existing building panels.
- C. Design interior electrical distribution from new and existing local power panels to feed new HVAC equipment.

Mechanical (Fire Protection) Design

- A. No Fire Protection System Design is included in this Proposal.

THIS PROPOSAL INCLUDES THE FOLLOWING ENGINEERING SERVICES

Engineering Design Services to Complete Construction Documents

- 1. The Scope of Work items described above.
- 2. Up to 3 meetings with the Owner and our Designers to discuss the scope of the project and to review questions and progress. Meetings shall occur at the 30% Stage (“Pull the Plug”), 90% Stage and Final.
- 3. Site visits as required by our Designers to review and investigate existing conditions.
- 4. Calculations as required to size new Mechanical and Electrical equipment, piping, ductwork, conduit, wiring, etc.
- 5. Mechanical and Electrical Designs designed with professional skill and care consistent with applicable local, state and national codes to the best of our ability.
- 6. Mechanical and Electrical Drawings will be computer generated using AUTOCAD. Mechanical and Electrical Drawings used for submissions shall be provided in another flattened and unalterable digital medium.
- 7. Mechanical and Electrical Systems Technical Specifications Project Manual.
- 8. Energy Code Compliance Certificates to display compliance with applicable Energy Codes (i.e. ComCheck, etc.)
- 9. Provide construction estimates based on schematic designs. The estimates will be provided by a third-party professional estimator (CostCon Construction Services, Inc). The Construction estimate will vary from the actual cost of construction but will be a better gage for project costs than the previously provided Study Estimate. The cost to obtain this estimate is included in this Proposal (\$6,000).

10. Submission of permit drawings to the City of Cumberland or third-party reviewing agency which includes filling out all required State forms and checklists.
11. Print and deliver three (3) full sets of Construction Drawings upon submission to the reviewing agency.
12. Preparation of all Bidding documents including the Invitation to Bid, Instruction to Bidders, Form of Proposal, Bid forms and bidding disclaimers.
13. Answer questions from bidders and prepare Addenda if necessary.
14. Attend and answer questions at the Client organized Pre-Bid Conference where all invited contractors will visit the site to observe the existing conditions with plans in hand and ask questions to clarify their understanding of the required work.
15. Revised Mechanical and/or Electrical drawings per Code Review Comments, Bidder questions or other Addenda items as required and if necessary. This refers to items directly related to the Mechanical and/or Electrical Design - refer to Exclusions section below.
16. Print and deliver three (3) full sets of ‘Conformed’ drawings upon completion of the bidding process.

Engineering Construction Administration Services

1. Attend and administer the Client organized Pre-Construction Conference where the selected Contractor will meet with the executive staff for introductions, we will go over some of the requirements within the Contract and the Contractor will outline their proposed schedule for project Completion. East Hills will review the meeting minutes prepared by the Client from this meeting prior to distribution.
2. Organize, attend, and administer bi-monthly construction progress meetings where the contractor will review work performed, discuss any unforeseen complications and outline the work ahead. East Hills will prepare meeting minutes from this meeting and distribute (estimated eight (8) meetings are included in this Proposal).
3. Review of Shop Drawings.
4. Attend phone (or virtual) conferences as required to answer questions, provide clarification, or supplement the project document information when necessary. If a site visit is necessary to observe existing conditions and provide coordination resolution, it will be coordinated with #2 above or will need to be authorized by the Client/Owner and will be invoiced as additional Engineering Services at the below fees.
5. Provide one (1) site visit at 100% completion by the Project Designers to prepare a punch list of items that may be incomplete or incorrectly installed.

PROPOSED ENGINEERING FEES

- A. We propose to provide Engineering Design Services required to complete Schematic Design Documents for a fixed fee of: \$ 14,950.00

- B. We propose to provide Engineering Design Services required to complete Construction Documents for a fixed fee of: \$ 29,500.00

- C. We propose to provide Engineering Construction Administration Services for a fixed fee of: \$ 12,760.00

- D. For additional site visits during construction such as attendance at Project Meetings, a fixed cost for each visit by:
 - A Systems Designer \$ 720.00
 - An Engineer \$ 900.00

SCHEDULE

We believe that every project deserves full attention during the design period and it is not part of our company’s culture to “rush through” for the sake of completion. In light of this, and our current backlog of projects, we do not anticipate being able to fully commit to the project until May of 2023. Below is a general schedule for design.

Begin Schematic Design:	May 2023
Deliver Schematic Design and Estimate:	July 1, 2023
City Approval to complete Design:	August 1, 2023
Complete Construction Documents Design:	September 15, 2023
Receive Bids from Contractors:	October 31, 2023

Based on the above, a Spring 2024 construction start is possible.

This schedule is contingent upon receiving an executed copy of this proposal on or before February 15, 2023. If this proposal is executed after that date, East Hills Engineering reserves the right to alter the completion date due to our then current workload, etc.

THIS PROPOSAL DOES NOT INCLUDE ANY OF THE FOLLOWING ITEMS

- A. Design of any Fire Protection Systems.

- B. Design of any Plumbing or Electrical Systems not directly related to the replacement HVAC System.

- C. Any items disallowed under “SCOPES OF DESIGNS”.

- D. Front-end specifications, including but not limited to preparation of bid forms, insurance requirements, bonding requirements, general conditions, supplemental conditions, etc.

- E. Printing of Drawings and Specifications not included above.
- F. Any major redesign of Mechanical or Electrical Systems due to changes in project scope occurring either during working drawing development or after design completion.
- G. Any bidding phase services not specifically indicated above (including solicitation of bids, review of bids for completeness, etc.)
- H. Payment of any review, testing or inspection fees. Any such fees incurred would be directly reimbursable from the Client/Owner.
- I. As-Built Drawings. As-built drawings will be a requirement of the Contractor. EHEA will provide CAD files to the contractor for their use to develop the as-built drawings.
- J. Any services not specifically listed in the Proposal Inclusion Section above. Should additional services be required, those service will be billed at our hourly rates, which are as shown on the attached Rate Schedule.

INVOICING WILL BE AS FOLLOWS

1. The design fee will be invoiced monthly over the design period based on a percentage of design phase completion. Construction services fees will be invoiced based on a percentage of construction completion.
2. Invoices are due and payable immediately upon receipt.
3. Unpaid invoices over thirty (30) days will be charged a late fee of 1.5% from 30 to 60 days due, 3.0% from 60 to 90 days due, 6.0% from 90 to 120 days, 12% from 120 to 150 days, etc.
4. **IMPORTANT NOTE**: If design fees are not paid in full prior to receipt of Shop Drawings, Shop Drawings will not be processed until payment is received. This clause is standard in all East Hills Engineering Contracts.

TERMS AND CONDITIONS

Incorporated by reference as part of this Agreement between Client and East Hills are the “Standard Terms and Conditions” attached hereto as Exhibit A.

This Agreement and the attached Standard Terms and Conditions represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by all the parties.

If Client directs East Hills to perform services as set forth in this Agreement or pays the retainer without signing the Agreement, such actions shall constitute acceptance by Client of the terms of this Agreement including the Standard Terms and Conditions attached hereto.

Respectfully submitted,

EAST HILLS ENGINEERING ASSOCIATES LLC

Christopher G. Albright

Christopher G. Albright, P.E., LEED AP
Principal

Brett N. Yonish

Brett N. Yonish, P.E., LEED AP
Principal

Please Indicate Services Required:

Engineering Design Services to Complete Schematic Design Documents: _____

Engineering Design Services to Complete Construction Documents: _____

Engineering Construction Administration Services: _____

Proposal Accepted by:

_____ Date _____



East Hills Engineering Associates LLC

541 MAIN STREET, WINDBER, PA 15963 PHONE: (814) 467-6877 FAX: (814) 467-6529 WWW.EASTHILLSENG.COM

EXHIBIT A STANDARD TERMS AND CONDITIONS

1. Client's Responsibilities. Client shall provide full information regarding the requirements and budget for the Project and East Hills and its consultants and their respective representatives and agents (hereafter referred to collectively as the "East Hills") shall be entitled to rely on the accuracy and completeness thereof. Client, for its own benefit may, from time to time on its own or retain others to perform certain tests, inspections, and analyses or other information and materials for use by East Hills. East Hills may and is expected to rely on such tests, inspections, analyses, opinions, data, reports, materials and other information without the need for independent evaluation and/or verification. Moreover, Client agrees to indemnify, defend and hold East Hills harmless from any and all losses, damages, and claims of any nature which may in any way arise out of or in connection with the use by East Hills of the tests, inspections, analyses, opinions, data, reports, materials and other information prepared by Client or others and furnished to East Hills in connection with this Project.

If Client or Contractor becomes aware of any discrepancies, errors, or omissions in the design documents, or of any unanticipated job or site conditions, or of any fault or defect in the Project or nonconformance with the design documents, or of any proposed field revisions, prompt written notice thereof shall be given by Client to East Hills. East Hills is not responsible for providing cost estimates for the construction of the Project. Any professional opinion of probable cost provided by East Hills is based on past professional experience and does not necessarily represent changes in market conditions, individual construction means and methods of the contractor or special material costs. East Hills does not warrant or guarantee probable cost estimates in any way. The Client has the sole responsibility for retaining a cost estimator during the design phase of the Project who shall estimate the cost of construction and identify any costs that vary from or exceed any prior estimates or budgets. East Hills is entitled to rely upon the estimates provided by the Client. Any modifications to East Hills's design documents that are necessary to meet the Client's budget for the cost of construction shall be billed as an Additional Service.

In the event this Agreement is rendered to a corporation, partnership, LLC, or other entity, the individual executing this Agreement on behalf of the corporation, partnership, LLC or other entity agrees to personally guarantee payment of account even if this Agreement is signed in a representative capacity and waives any and all notices to which he may be entitled as guarantor.

2. Contractor's Responsibilities. East Hills shall be responsible only for the design shown in East Hills's design documents. Client shall specifically hold East Hills harmless from any and all claims or damages arising from or relating to the Contractor's failure to properly perform the work. Furthermore, East Hills shall not be responsible for or have control over the means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole responsibility of the Contractor.

3. Architect's Responsibility: The Architect is responsible for notifying his/her Client (the Client) of their responsibility to make application for service and to pay fees that may be charged by public utilities once the extent of utility involvement is determined. The Client - not the Architect, Engineer or Contractor - is responsible for making application for service during a construction project, and is responsible for making direct payment to the utility agency for tapping fees, service upgrades, etc. Those costs are unknown until the design is complete and the Client has made application for service. East Hills will provide load information and assist the Client in completing the applications.

4. Standard of Care: East Hills will perform services under this Agreement, consistent with, and limited to, that level of care and skill ordinarily exercised by members of East Hills' and its consultants' profession, practicing under similar circumstances and performing similar services in the same or similar locality in the same period of time. No guarantees or warranties, expressed or implied, are included or intended in this Agreement or in any representation, opinion or otherwise of East Hills.

5. Use of East Hills's Design Documents. Documents prepared by East Hills are Instruments of Service for use solely with respect to this Project. East Hills retains all common law, statutory and other reserved rights,

including the copyright thereto. Client will not use or permit the reuse of the Instruments of Service except, as a condition precedent, by mutual agreement in writing with East Hills. Provided Client is not in default under this Agreement, Client may retain copies solely for information and reference in connection with occupancy and maintenance of the Project. However, such documents are not intended or represented to be suitable for use by Client or others on extensions of the Project, for completion or implementation of the Project by others, or any other project. Client further agrees to waive all claims against East Hills resulting in any way from unauthorized changes or use of the Instruments of Service or completion of the Project without East Hills's involvement and agrees to defend, indemnify and hold East Hills harmless from any and all liabilities or damages resulting therefrom.

6. Construction Administration Services. East Hills's Scope of Services does not provide for continuous supervision or exhaustive inspection of the work performed by the Contractor or subcontractors. If East Hills is required to assist Client in bidding or in determining whether cause exists to terminate a contractor, pursuant to the terms of this Agreement or the construction contract, then Client agrees to indemnify, defend and hold East Hills harmless from any and all losses, damages and claims of any nature, which may in any way arise out of East Hills's rendering of good faith advice to Client on these topics. East Hills's visits to the construction site shall be for the sole purpose of becoming generally familiar with the progress and quality of the construction work within East Hills's scope and to determine in general if the work, when completed, will be in accordance with the Contract Documents.

7. Suspension or Termination for Client's Breach. In the event East Hills does not receive payment when due, East Hills may suspend or terminate services without breach of contract immediately upon giving Client written notice. East Hills may terminate this contract at any time for its convenience immediately upon giving written notice to the Client. In the event services are suspended or terminated, East Hills has no obligation to deliver documents and any consequences (including delay) resulting from such suspension or termination are the sole responsibility of Client. East Hills shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due. Client has the obligation to return all documents if Client is in default under this Agreement. Failure of Client to make payments to East Hills in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for East Hills to either suspend or terminate services

8. Limitation of Liability. There are a variety of risks which potentially affect East Hills by virtue of entering into an Agreement to perform professional services on Client's behalf. In order for Client to obtain the benefit of a fee which does not need to account for unlimited risks, Client agrees to limit East Hills's liability to Client. To the fullest extent permitted by law, the total liability of East Hills with regard to the Project under any and all theories of liability shall be limited to the total fee paid to East Hills only, not including consultants, for the Project. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. The limits of liability may be negotiated with appropriate compensation to East Hills.

9. Waiver of Consequential Damages; No Personal Liability; No Third Party Beneficiaries. No partner, member, manager, director, officer, shareholder, employee, representative or agent of the East Hills shall have any individual liability to Client. Each party waives consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. Except as expressly permitted in Paragraph 18, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

10. Insurance. Client is obligated at all times to carry adequate liability, property and fire insurance on the property where the Project is located and the Project. Client must present East Hills with a certificate of insurance upon the signing of this Agreement. Client hereby releases East Hills from any liability for any loss or damage notwithstanding that such loss, damage or liability may arise out of the act or omission of East Hills, if such loss or damage is covered by insurance benefiting Client or was required to be covered by insurance pursuant to this Agreement. This waiver shall survive termination of this Agreement.

11. Mediation/Litigation. In addition to, and as a condition precedent to litigation, the parties shall endeavor to settle claims or disputes by non-binding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. Any mediation shall be conducted in Windber, PA. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of or related to this Agreement shall be determined by the applicable courts for the place of the Project. This Agreement shall be governed by the laws of the State of Pennsylvania.

12. Limitation on Years to Bring Claim. Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within two (2) years of substantial completion of the Project or termination of this Agreement whichever is sooner.
13. Assignment. Neither party shall assign nor transfer its interest, obligations, duties, or any claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. Any such assignment or transfer shall be deemed void and invalid, the assignee shall acquire no rights as a result of any such assignment and the non-assigning party shall not recognize any such assignment.
14. Certificate of Merit. Client shall make no claim for professional negligence, either directly or in a third party claim, against East Hills unless Client has first provided East Hills with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction with the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the applicable standard of care; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.
15. Access to Site. East Hills shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during construction and upon completion for its records and future use. East Hills shall have the right to take photographs and make other reasonable promotional use of the Project, and East Hills shall be given appropriate credit on all construction signs or other promotional materials concerning the Project.
16. Hazardous Materials. East Hills shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that East Hills or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of East Hills' services, East Hills may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the Client retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.
17. Hidden Conditions. The Instruments of Service, and any measurements taken by East Hills, are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event East Hills, in the performance of the services, uncovers a hidden condition, East Hills shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. East Hills shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.
18. Betterment. If due to East Hills's breach of the standard of care, any required item or component of the Project is omitted from East Hills's construction documents, East Hills shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will East Hills be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.
19. Covenant Not to Sue. Client shall assure that the following covenant not to sue is contained in all other contractor agreements, and shall assure its enforcement: Contractor, or any successor, assignee or subrogee of Contractor, agrees not to bring any civil suit, action or other proceeding in law, equity or arbitration against East Hills, or the officers, employees, agents or consultants, of East Hills, for the enforcement of any action which Contractor may have arising out of or in any manner connected with the Project. East Hills, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, who are entitled to enforce this covenant in law or equity.
20. No Lien Waiver or Subordination. East Hills expressly reserves all rights to file a mechanics' lien on the real property as provided by applicable law. East Hills shall not be required to execute any agreement that diminishes its lien rights or subordinates its lien rights to the rights of another party including, but not limited to, a lender providing financing for the project. Any agreement subsequently executed by East Hills diminishing the lien rights of East Hills or subordinating its lien rights to another party shall be void and of no effect unless such document expressly references this provision.



East Hills Engineering Associates LLC

541 MAIN STREET, WINDBER, PA 15963 PHONE: (814) 467-6877 FAX: (814) 467-6529 WWW.EASTHILLSENG.COM

EXHIBIT B **RATE SCHEDULE**

The below Rate Schedule will be effective for Proposals executed by the client by June 30, 2023.

Following is a list of our hourly rate costs which will be the basis for invoicing on cost-plus projects and as indicated in the above Proposal (including Additional Services, etc.):

1. Principal		<u>\$145.00 per Hour</u>
2. HVAC	a. Engineer	<u>\$125.00 per Hour</u>
	b. Department Supervisor	<u>\$110.00 per Hour</u>
	c. Designer	<u>\$95.00 per Hour</u>
	d. CADD Technician/Drafting	<u>\$75.00 per Hour</u>
3. Plumbing	a. Engineer	<u>\$125.00 per Hour</u>
	b. Department Supervisor	<u>\$110.00 per Hour</u>
	c. Designer	<u>\$95.00 per Hour</u>
	d. CADD Technician/Drafting	<u>\$75.00 per Hour</u>
4. Electrical	a. Engineer	<u>\$125.00 per Hour</u>
	b. Department Supervisor	<u>\$110.00 per Hour</u>
	c. Designer	<u>\$95.00 per Hour</u>
	d. CADD Technician/Drafting	<u>\$75.00 per Hour</u>
5. Administration		<u>\$65.00 per Hour</u>
6. Printing	See below Printing Rate Schedule	

Following is a list of our printing costs:

1. 30" x 42" Black & White Drawings

- | | |
|-----------------------------------|-------------------------|
| a. 0 - 50 Copies | <u>\$ 2.25 per Page</u> |
| b. 51 - 100 Copies (10% Discount) | <u>\$ 2.03 per Page</u> |
| c. 101+ Copies (20% Discount) | <u>\$ 1.80 per Page</u> |

2. 30" x 42" Color Drawings

- | | |
|-----------------------------------|------------------|
| a. 0 - 50 Copies | \$ 9.00 per Page |
| b. 51 - 100 Copies (10% Discount) | \$ 8.10 per Page |
| c. 101+ Copies (20% Discount) | \$ 7.20 per Page |

3. 24" x 36" Black & White Drawings

- | | |
|-----------------------------------|------------------|
| a. 0 - 50 Copies | \$ 1.80 per Page |
| b. 51 - 100 Copies (10% Discount) | \$ 1.62 per Page |
| c. 101+ Copies (20% Discount) | \$ 1.44 per Page |

4. 24" x 36" Color Drawings

- | | |
|-----------------------------------|------------------|
| a. 0 - 50 Copies | \$ 6.00 per Page |
| b. 51 - 100 Copies (10% Discount) | \$ 5.40 per Page |
| c. 101+ Copies (20% Discount) | \$ 4.80 per Page |

5. Large Format (not included above – 18x24, etc)

\$ 4.50 per Color Page
\$ 3.00 per B&W Page

6. Specifications

\$ 0.07 per Page

File Attachments for Item:

. Order 27,180 - accepting the proposal from Atlantic Lining Co., Inc., to design and install a new liner and floating cover for the Fort Hill Reservoir (City Project 2022-34-WTR) in the amount not to exceed \$728,100

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

ORDER NO. 27,180

DATE: February 7, 2023

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

THAT, the proposal from Atlantic Lining Co., Inc., 2519 Route 206, Eastampton, NJ 08060, to design and install a new liner and floating cover for the Fort Hill Reservoir (City Project 2022-34-WTR) be and is hereby accepted in the amount not-to-exceed Seven Hundred Twenty-Eight Thousand One Hundred Dollars and No Cents (\$728,100).

Raymond M. Morriss, Mayor

Budget:
002.299.DS5.63000

Council Agenda Summary

Meeting Date: 2/7/2023

Key Staff Contact: Matt Idleman, PE

Item Title:

Fort Hill Reservoir Improvements, City Project 2022-34-WTR

Summary of project/issue/purchase/contract, etc for Council:

The City would like to accept the bid by Atlantic Lining Co., Inc. to design and install a new liner and floating cover for the Fort Hill Reservoir, City Project 2022-34-WTR. The contract is for a total lump sum fee of \$703,100 with a not-to-exceed price of \$728,100.

The project includes the design and installation of a new liner and floating cover for the concrete 3.75 Million Gallon Fort Hill Potable Water Reservoir. The contract includes both the design and construction phases of the proposed improvements.

Amount of Award: \$703,100

Budget number: 002.299.DS5.63000

Grant, bond, etc. reference: City Funds

CITY OF
CUMBERLAND
MARYLAND

PROJECT INFORMATION	
Project Title:	Fort Hill Reservoir Improvements
City Project:	2022-34-WTR
Contract Length:	270 Calendar Days
BID OPENING	
Date & Time:	December 21, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502


CERTIFIED BID TABULATION
BIDDER
Atlantic Lining Co., Inc.
2519 Route 206 Eastampton, NJ 08060

Atlantic Lining Co., Inc.

BID INFORMATION						
BID ITEMS	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	
1	Design Services	LS	1	\$ 29,000.00	\$	29,000.00
2	Construction Services	LS	1	\$ 674,100.00	\$	674,100.00

Atlantic Lining Co., Inc.	
Bid Bond	✓
AoQtB	✓
LPC	N/A
ARVF	✓
CoE	✓
TOTAL BID	\$ 703,100.00

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:



 Matt Idleman, PE

Deputy Director of Engineering

File Attachments for Item:

. Order 27,181 - accepting the proposal from MultiVista to install cameras for the Baltimore Street Access Project (in association with City Project 12-16-M) in the amount not to exceed \$41,786.10

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

ORDER NO. 27,180

DATE: February 7, 2023

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

THAT, the proposal from MultiVista, PO BOX 27418, Towson, MD 21285, to install cameras for the Baltimore Street Access Project (in association with City Project 12-16-M) be and is hereby accepted in the amount not-to-exceed Forty One Thousand Seven Hundred Eighty Six Dollars and Ten Cents (\$41,786.10).

Raymond M. Morriss, Mayor

Budget:
115.099M.63000

Council Agenda Summary

Meeting Date: 2/7/2023

Key Staff Contact: Robert Smith, PE

Item Title:

Baltimore Street Access Project Construction Cameras

Summary of project/issue/purchase/contract, etc for Council:

The City would like to accept the quote by MultiVista to install cameras for the Baltimore Street Access Project. The quote is for a total lump sum fee of \$41,786.10.

The quote includes the installation and purchase of three web cameras to broadcast the construction of the Baltimore Street Access project.

Amount of Award: \$41,786.10

Budget number: 115.099M.63000

Grant, bond, etc. reference: City Funds



MV Rep – Chris Shehane – c.shehane@multivista.com – 443.928.3349

PROJECT QUOTE & AGREEMENT

CLIENT

Name: **Robert Smith / C.o.C.**
Address: 57 N. Liberty St
T: 301-759-6600
Email: robert.smith@cumberlandmd.gov

PROJECT

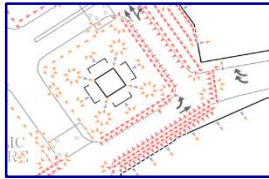
Name: Baltimore Street Access
Location: Cumberland, Md
Size (SQFT): est. 2,200 lin feet
Start Date: 4/2023
Duration: 24 months

Buildview LLC (“MULTIVISTA”) is pleased to provide City of Cumberland (“CLIENT”) with Multivista Documentation services for the Baltimore Street Access Project in accordance with the Scope and Terms listed in this document and in the accompanying RIDER: Multivista Project Quote Terms and Conditions.

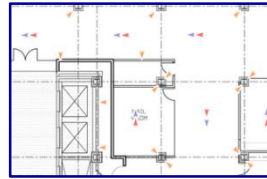
PHOTOGRAPHIC DOCUMENTATION

Included

Baltimore Street 360-degree Site Survey



Tenant-Store front DSLR Existing Conditions



- **360-degree Site Survey (Pre-Construction):** Preconstruction Site Survey documenting existing city infrastructure, landscaped areas, curbing, sidewalks, planters, and exposed utilities prior to the start of construction. This would be shot using the MVgp-360 imagery camera and uploaded to the Mapping scan captured with the UAV. *This will be shot using the MVgp-360 imagery camera and uploaded to the Existing Conditions Overall Site plan within the Multivista platform.*
- **DSLR Exterior Existing Conditions:** Exterior photographs of the existing conditions of the existing tenants' storefronts, residences and rental/lease spaces along the designated project route listed below. Designed to show the existing conditions of any building's exterior prior to construction. *This will be shot in DSLR and uploaded to the Existing Conditions Overall Site plan within the Multivista Platform.*

Existing Conditions shoot paths:

- Baltimore Street from N Mechanic St to N George St
- N Liberty St from Frederick St to Dexter Pl
- N Centre St from Frederick St to Dexter Pl

\$2,360.00 – included in mobilization fee below*

MULTIVISTA UAS - DRONE

Existing Conditions Mapping and Panoramas flight



- **UAV Existing Conditions Flight: (MAX 1)** This one-time shoot will be composed of 2 pre-existing site conditions panoramas and 1 mapping scan of the entire project site with overlapping coverage. The mapping boundaries will be set at N Mechanic, Pershing St, N Central St, and Frederick St

Price included with pre-site conditions above.

MULTIVISTA APP

ALWAYS INCLUDED



- This includes an unlimited quantity of users, to utilize all drawings for the entire project, use as part of your workflow, take unlimited photos either Geo Tag to your login under my photos folder or you can drop in hotspots, name it whatever you wish, make it private or public and more.

----- Included is FREE Software Integrations throughout the Multivista Platform -----



PROCORE



PlanGrid



Blue Beam



BIM-360

BUILDVIEW LLC DBA MULTIVISTA
PO BOX 27418 TOWSON, MD 21285
(443) 613-3343 • WWW.MULTIVISTA.COM

MULTIVISTA WEBCAM

Webcam #1 – rooftop / 68 Baltimore Street

WEBCAM Hardware and Installation Items	PRICE	QTY	TOTAL
1 NEW AXIS P3367-VE 8mp Network Livestream PTZ web Cam	\$4,759.65*	1	\$4,759.65
3ft. rooftop parapet mount adaptor	\$435.00	1 kit	\$435.00
Sierra WL - EX AC, Verizon, Bracket, antennas, cables, midspan	included	1 kit	included
Standard Mounting Hardware with Brainbox pole mount	\$360.00	2	\$720.00
Service Contract/Technical Support/Installation/ Trouble-shoot Service and Removal			
1 non-Penetrating roof mount kit Large	\$342.00	1 kit	\$342.00
Cellular/PTZ Hosting Charge (PER CAMERA)	\$400.00	24	\$9600.00
TOTAL FEES			\$15,856.65

Webcam #2 – rooftop / 100 Baltimore Street

WEBCAM Hardware and Installation Items	PRICE	QTY	TOTAL
1 NEW AXIS P3367-VE 8mp Network Livestream PTZ web Cam	\$4,759.65*	1	\$4759.65
3ft. rooftop parapet mount adaptor	\$391.00*	1 kit	\$391.00
Sierra WL - EX AC, Verizon, Bracket, antennas, cables, midspan	included	1 kit	included
Standard Mounting Hardware with Brainbox pole mount	\$324.00*	2	\$648.00
Service Contract/Technical Support/Installation/ Trouble-shoot Service and Removal			
1 non-Penetrating roof mount kit Large	\$307.80*	1 kit	\$307.80
Cellular/PTZ Hosting Charge (PER CAMERA) *discounted hosting fees for multiple cams on one project	\$320.00*	24	\$7,680.00
TOTAL FEES			\$13,786.45

*Highlighted items have been discounted based on volume

Webcam #3 – rooftop / Baltimore St. canal bridge

WEBCAM Hardware and Installation Items	PRICE	QTY	TOTAL
1 refurbished AXIS Ad3345 4mp Network Livestream Fixed webcam	\$1,855.00*	1	\$1,855.00
3ft. rooftop parapet mount adaptor [<i>not needed</i>]	\$.00*	0	\$.00
Sierra WL - EX AC, Verizon, Bracket, antennas, cables, midspan	included	1 kit	included
Standard Mounting Hardware with Brainbox pole mount	\$295.00*	2	\$590.00
Service Contract/Technical Support/Installation/ Trouble-shoot Service and Removal			
1 non-Penetrating roof mount kit light duty	\$258.00	1	\$258.00
Cellular/PTZ Hosting Charge (PER CAMERA) *discounted hosting fees for multiple cams on one project	\$295.00*	24	\$7,080.00
TOTAL FEES			\$9,783.00

***Highlighted items have been discounted based on volume**

Multivista Web Cam Hardware Installation & Maintenance

- Consultation with Client for Best Web Camera configuration per jobsite (included)
- Web Cam Installation by Multivista with Support of GC’s Electrician as needed (recommended)
- Boots on the ground response service – 24-hour response to camera interruption. Monthly cleaning, servicing (making sure angle is appropriate, level, etc. (included)

Multivista Web Cam Software Deliverables (ALL included)

- Technology Platform – Single Image Archived every 15 minutes.
- Search Archive images by date/calendar – mark up, add notes, email, create PDFs from any image in webcam archive identical to our still photography platform.
- Live Streaming Video feed – ability to take snapshot while viewing. Save instant image and markup, share.

Multivista End of Project Deliverable (included)

- One Time-lapse DVD Video Archive of entire Web Cam documentation for both GC and Owner
- Multivista will remove all equipment at completion of project.

PRICING

***Mobilization:** \$ 17,426.10 (All Web Camera Hardware and Mounting Equipment, mobilization fee, due prior to commencement, build the project within the online platform, and set up the locations for photographs/ imagery in the system prior to the pre-site survey is captured)

*** Pre-Site Aerial Flight and the DSLR Baltimore Street Existing conditions shoot included above**

Monthly Invoice: \$ 1,015.00 X 24 months

TOTAL FEES: \$ 41,786.10

REIMBURSABLE EXPENSES

Multivista will be reimbursed for actual expenses incurred plus Zero percent (0.0%) for those expenses that are not directly related to the Project. Validation of all such expenses will be provided along with invoicing. Expenses that are reimbursable include, but are not limited to, reproductions, printing costs, deliverables/parcels, and project-specific insurance where the insurance needs exceed Multivista standard liability policy limits.

For this Project, reimbursable expenses are estimated to be: \$ 0.00

ACCEPTANCE

Multivista will perform all work per the agreed upon scope of services and their Terms and Conditions, contained herein and in the accompanying RIDER to this Project Quote and Agreement. Upon acceptance of this Project Quote and accompanying RIDER, Multivista will diligently pursue its work until the completion of this project, consistent with the above-referenced scope of services. Your acceptance of this Project Quote constitutes your authorization and direction to Multivista to proceed with this Project. Multivista reserves the right to revoke or modify this Project Quote at any time before acceptance of the Project Quote and all terms and conditions herein and in the accompanying RIDER or if work has not commenced within ninety (90) days of acceptance.

Period of documentation is based on months indicated in this contract. Additional months beyond the originally agreed upon duration will be automatically billed at the same monthly rate as stated in the Pricing section.

The foregoing Project Quote is accepted by:

Buildview LLC, a MULTIVISTA FRANCHISE

C.O.C.

Sign: _____

Sign: _____

Print: Chris Shehane

Print: _____

Date: 01/25/2023

Date: _____