



# Mayor and City Council of Cumberland

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

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

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## AGENDA

M&CC Regular Meeting  
City Hall, 57 N. Liberty Street

DATE: September 03, 2019

### OPEN SESSION

#### Pledge of Allegiance

#### Roll Call

#### Presentations

1. Mayor Raymond M. Morriss to administer Oath of Office to Patrol Officers Kori R. Smith, Cassidy L. Lease and Benjamin L. Click

#### Director's Reports

##### (A) Public Works

[Central](#) Services monthly report for July, 2019

##### (B) Utilities - Treatment Plants

[Utilities](#) Division-Treatment Plants monthly report for July, 2019

#### Approval of Minutes

1. Approval of the June 11, 2019 Work Session Minutes, and the Regular Session Minutes of June 18, 2019

#### Public Hearings

1. Public Hearing - to consider an Ordinance authorizing the issuance and sale of general obligation debt not to exceed \$3,800,000 in aggregate principal amount, issued under the MD Local Government Infrastructure Financing Project, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

## Unfinished Business

### (A) Ordinances

1. Ordinance 3858 (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,800,000 in General Obligation Bonds, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

## New Business

### (A) Orders (Consent Agenda)

- Order 26512 - authorizing abatement of utilities for properties 884 Sperry Terrace, 307 Broadway Street, 215 Knox Street, and 1016 Ella Avenue
- Order 26513 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Dept. to conduct six drug interdiction events, partnering with other local law enforcement agencies, between now and June 1, 2020 with the goal of reducing the illicit supply of opioids in Allegany County. \$10,000 in grant money has been made available from the MD Dept. of Health, Opioid Operational Command Center for police overtime
- Order 26514 authorizing the abatement of property taxes for City-owned property at 119 Pennsylvania Ave.
- Order 26,515 - declaring City-owned properties at 17/19 N. Waverly Terrace and 27 Ridgeway Terrace to be surplus properties and declaring the City's intent to transfer the properties to Mr. Greis Kaarvaliksen
- Order 26,516 - authorizing the Chief of Police to execute a letter to Dr. Rameen J. Shafiei setting forth terms and conditions pertaining to services he will provide as a volunteer physician in connection with the deployment of the Cumberland Emergency Response Team (CERT)
- Order 26,517 - authorizing the abatement of utilities for 118 Baltimore Street, owned by the Cumberland Economic Development Commission (CEDC)
- Order 26,518 - authorizing the execution of Change Order 1 with Bennett Brewer & Associates, LLC for the Decatur Street 24" Crosstown Water Main Replacement" Project (31-17-W) for additional engineering services in the increased not-to-exceed cost of \$50,462
- Order 26,519 - authorizing the City Administrator to execute a Letter of Agreement with Verizon Maryland, LLC acknowledging Verizon's lease renewal of their three (3) parking spaces in the George St. Parking Garage, at the rate of \$75 per space, for one year to be effective July 1, 2020 through June 30, 2021

[Order](#) 26,520 - declaring City-owned property at 301-303 Arch Street and 305 Arch Street to be surplus property and declaring the City's intent to donate the properties to the Cumberland Housing Alliance, Inc. for the construction of a single family home

[Order](#) 26,521 - declaring City-owned property at 349 Davidson Street as surplus property and declaring the City's intent to transfer said property to Venus Starr for the amount of \$500

[Order](#) 26,522 – authorizing the City Administrator to execute a Contract Amendment with EBA Engineering, Inc. to incorporate a wider scope of work for the “Collection Systems Asset Management Project (19-15-M)” for an additional cost not-to-exceed \$67,000 and extending the contract ending date through August 31, 2021; bringing the total cost of the project to \$155,800

[Order](#) 26,523 - authorizing execution of an Access Agreement with Allegany Junction Limited Partnership to set forth terms by which Allegany Junction may enter upon City-owned properties at the former Eastside School Site to conduct testing and inspections to assist in making a determination as to whether to make an offer to purchase said properties

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**Item Attachment Documents:**

Central Services monthly report for July, 2019



## Central Services – July 2019

- **City Hall:** Installed dehumidifier on air handler in basement CD. Repaired leaking faucet and running toilet in bathroom beside MIS. Called Home Paramount Pest Control for ants in basement. Pulled new CAT 6e data cable for MIS.
- **Municipal Service Center:** Installed new outlets in meter room for water department. Called Home Paramount Pest Control for gnats in Water Department Area. Replaced main gate operator at entrance. . Pulled new CAT 6e data cable for MIS.
- **Public Safety Building:** Finished installing new generator in police command RV. Installed solar panel and charge controller on police command RV. Replaced belts on return air blower third floor. Painted office on second floor police department. Repair leaking toilet first floor police department. Replaced door closures at police department. Installed two new white boards in police department office. Painted door frames in fire department. Removed and reinstalled equipment racks in fire department garage. Started new De-contamination shower project in fire department garage. Property/evidence room door not closing and latching properly police department. A/C in squad room police department not cooling. . Pulled new CAT 6e data cable for MIS.
- **Fire Stations #2:** Repaired A/C split unit for bunk area.
- **Park Pool:** Worked on freezer at snake bar. Slide water pump stopped working overheating.
- **Downtown Area & Mall:** George Street parking garage heat test on fire alarm for elevator. Cut off old anchor bolt in sidewalk on Cumberland St. for Street Department.
- **Water Filtration Plant:** Installed new IP camera and dish network at Haystack water tower for MIS.
- **Traffic and Street Lights:** Worked on traffic light at Maryland Ave. and Virginia Ave. not detecting lane change. Traffic light at Valley St. and Centre St not detecting lane change. Worked on traffic light at Mechanic St. and Harrison St. wind moved traffic heads. Reported street lights to Potomac Edison to be repaired.
- Load tested generators. July 25, 2019
- Monthly Safety Meeting – July 10, 2019

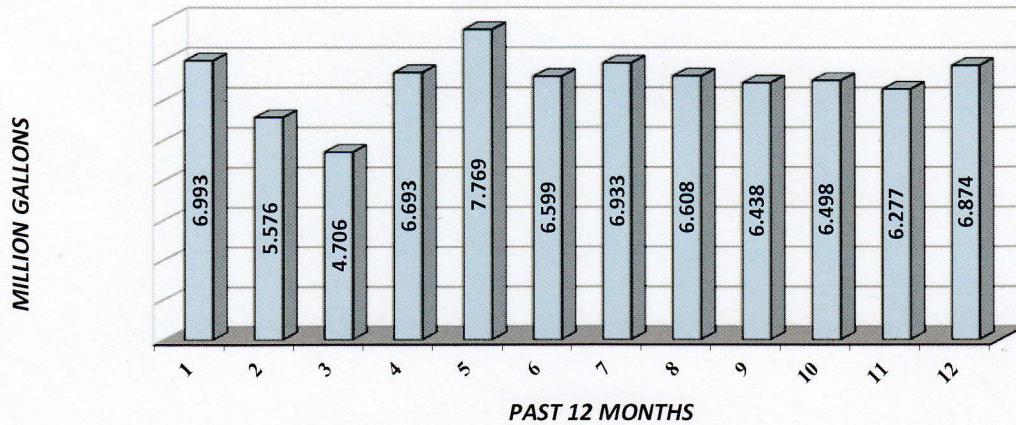
**Item Attachment Documents:**

Utilities Division-Treatment Plants monthly report for July, 2019

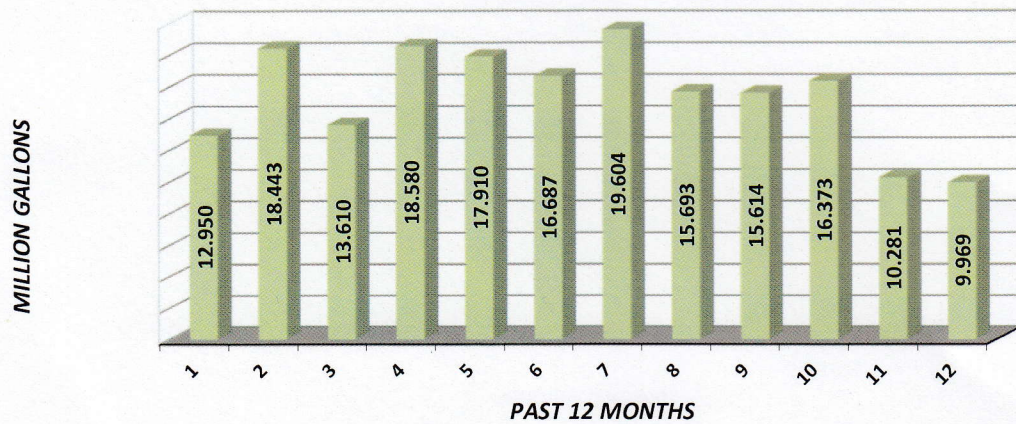


**TREATMENT PLANTS**  
**MONTHLY UTILITY REPORT**  
**JULY 2019**

**AVERAGE DAILY PRODUCTION - WFP**



**AVERAGE DAILY PRODUCTION - WRF**



**BRIEF SUMMARY of EVENTS**

100% COMPLIANCE WITH ALL FEDERAL & STATE REGULATIONS AT BOTH TREATMENT FACILITIES

NEW COMPUTER MAINTENANCE MANAGEMENT SYSTEM "eMAINT" BEING IMPLEMENTED AT BOTH TREATMENT FACILITIES

**WFP** PERFORMING CUSTOMER WATER QUALITY SAMPLING FOR LEAD AND COPPER FOR PENSSYLVANIA CUSTOMERS

**WFP** RECEIVED DRAFT NPDES PERMIT FOR REVIEW AND RESPONSE BEFORE FINAL PERMIT IS ISSUED

**WFP** KMnO4 DOSAGE CHARTS BEING DEVELOPED for NEW FEED PUMPS

**WRF** ALL LABORATORY PROCEDURES & PLANS ARE IN THE PROCESS OF BEING UPDATED OR REVISED

**WRF** 5 OF 36 HIGH VOLTAGE BREAKERS SENT TO SHOP IN ALTOONA FOR INSPECTION AND REPAIR as REQUIRED BY NFPA

**WRF** SLUDGE THICKENER #1 SAND BLASTED AND PAINTED BY CONTRACTOR

**Item Attachment Documents:**

1. Approval of the June 11, 2019 Work Session Minutes, and the Regular Session Minutes of June 18, 2019

# Mayor and City Council of Cumberland

## WORK SESSION

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

Tuesday, June 11, 2019  
4:20 p.m.

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

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Paul Kelly, CEDC Executive Director; Matt Miller, CEDC Economic Development Specialist, Dave Williams and Becky McClarran of McClarran & Williams

### I. MCCLARRAN & WILLIAMS

Mayor Morriss opened the meeting saying that the Mayor and City Council and staff, as a group, needs to get better at communicating to its citizens. He stated that people are interested in getting updates, and there needs to be a process to let them know what's going on.

Dave Williams spoke on the type of communication the City wants, which is marketing – not PR or spin. He mentioned that McClarran & Williams has been doing this in Cumberland since 1985, and provided references.

Mr. Williams said strategically, they look at this as three channels:

1. First Channel
  - a. Fill the channel with positive communication that informs and encourages
  - b. Make sure email, Facebook, press releases, etc. all come out in a smooth way and stories from each of the departments gets out there in a consistent fashion
2. Second Channel
  - a. Business development and programming downtown
  - b. If there is an event, make sure it's driven by the outcome you want, and makes sense
3. Third Channel
  - a. Partnership issues – a lot of partnerships come from the neighborhood level
  - b. A city is only as good as its neighborhoods

Mr. Williams then turned it over to Ms. McClarran, who spoke of several things she's involved in downtown. She stated that she collects what's best from other organizations and communities, and gave examples.



Ms. McClarran gave an example when there had been miscommunication about why a street light was flashing downtown. She stated that shared information is appreciated. She added that she talks to a lot of people downtown, including visitors, who tell her how much they love Cumberland. On the other hand, she said people in the community complain that Cumberland is not the way it used to be, and they never hear the positive stuff. She added that the community needs to be engaged, and what is positive and good needs to be promoted if the City wants its tourists to become residents and its businesses to grow.

Mayor Morriss mentioned that press releases go out to the media, newspaper, website, etc., and when the actual work on a street begins, everyone acts like they never heard about it. He added that the City needs to get more creative with getting the message out. Ms. McClarran responded that people are visual, and the City needs more visuals to emphasize the message and promote a more positive outlook.

Mr. Williams was questioned about partnerships and went on to speak of how their partnership with WMHS began, saying that they find people that matter in the communities, those who know the most people, etc., and that leads them to others. He added that they don't have to reinvent a program; if somebody is doing something good they just partner with them. Mr. Williams also stated that the City needs to find the people making a difference in the community, and mentioned David Smith in South End, saying that the best ideas often are out there; the people that are the most active and busiest in the neighborhood are the people getting the most done. He said the City needs to engage them and ask them what they need.

Councilman Cioni discussed being proactive instead of reactive and Ms. McClarran stated that they can work with the departments to get messages out. Mr. Williams added that the tone needs to be consistent. Councilman Cioni asked if a piece can be devoted to City employees, with Mr. Williams agreeing that it would help to let people understand what it takes to provide a service.

There were several questions asked by Council, Mr. Cohen, and by Greg Larry from the Times-News. Ms. McClarran and Mr. Williams answered and provided information on being engaged with CEDC goals, time period involved, social media consolidation, the importance of connections being made with City departments, and developing relationships. Mayor Morriss stated that employees will appreciate this giving them a vehicle to get information out and reduce complaints.

Mr. Williams advised that their company has very strong creative services, great graphic artists, and templates designed for business to business. So within 24 hours' notice, they can have a finished, smooth proposal ready to present to a corporate customer, adding that when the City needs to pitch something, they are available to do that. He also advised that with support of the City's departments, they could potentially act as an intermediary with third-party questions regarding technical issues, but also stated that they don't plan to be the City's spokesperson. Ms. McClarran added that they are always behind-the-scenes people, not in front.

## II. CEDC ADMINISTRATION UPDATE

Mr. Kelly provided an update on the CEDC annual audit and advised that it will be wrapped up soon. He also advised that he had spoken with Mr. Rhodes regarding hiring an administrative assistant, which will be advertised in the following week, and is funded well within the CEDC budget. Mr. Kelly stated that the position will hopefully grow from a traditional office assistant job to something more; for example, analyzing, data input, reaching out to the public, etc.

## III. PROGRESS UPDATE: BALTIMORE STREET ACCESS PROJECT

Mr. Kelly advised that following the last project update meeting, he met with Engineering and Cochran to discuss gaps between the streetscape plans, and what would eventually become civil engineering drawings. He further stated that Cochran will work with them on a contractual basis moving forward, and he will be an important resource for the CEDC.

Mr. Kelly advised that after the last meeting he met with Mr. Rhodes and Mayor Morriss, just to make sure there was a discussion about all the various funding options at the City's disposal. Some options were: City borrowing with the State; City borrowing on its own; limiting the borrowing amount through the grant process; and matching funds. Mr. Kelly advised that he and Mr. Rhodes were invited to a meeting with Engineering and EADS the next day. EADS had made a request to look at the scope of work, with questions about the Liberty and Mechanic Street parcels.

Mr. Kelly also advised that the timeline for the receipt of EADS final product to the City is basically unchanged since the last meeting, which is set at August 15<sup>th</sup>. Other specific dates include:

~2019~

November 15<sup>th</sup> - SHA review of plans complete

December 1<sup>st</sup> - City issues an RFP

~2020~

February 1<sup>st</sup> – Recommendation for award by City to SHA

March 1<sup>st</sup> – SHA concurrence and award, and notice by City to proceed in April

Mr. Kelly warned though, that this is an aggressive timeline, and it can be affected by any number of contingencies. He also advised Council that in addition to these meetings, he would email them the timeline dates and information on acquisition of funds so that they could readily have it.

Mr. Kelly went over in more detail what is expected to occur on each date of the timeline, and discussed final plans by MDE for storm water management. He advised that Bill Atkinson will be following up on that. Mr. Kelly then went over the Cost Estimate. He stated that when John DiFonzo first looked at this, the range was \$5M - \$7.5M originally. He advised that the hard cost estimate of the project now came in at \$7.3M, which includes a "worst case scenario" with contingencies built in, as well as an escalator for cost of materials, which adds about \$1M on top of the projected estimate.

Mr. Kelly advised that the funding to-date, without any City match, is \$3.3M, which is \$2,040M TAP and \$1,250M ARC, and further added that TAP requires a 20% match. He also stated that this creates a gap of about \$5M, and advised they need to reach out more to State and Federal for grants.

Mr. Kelly advised that he has send a letter outlining all of this data and an executive summary to the Western MD Delegation, and said he is optimistic that they will close that \$5M gap.

There were questions on Allegany County contributions being a consideration, with Mr. Kelly advising that he has not had any formal or informal discussion with them; however, he stated that after construction has begun, with using cash on hand to get through several months, and they continue to go through the grant cycles, that would be the point at which to approach the County.

Mr. Kelly then discussed "value engineering", gave some examples of deduct alternates, and advised that Council will determine if depreciation of aesthetic design is worth it. Mr. Rhodes stated that at some point they will have to commit to how much to borrow, and advised that if value engineering results in more money than is needed they will write the bond issue to include other projects that could be applied. Mr. Kelly added that those making value engineering decisions includes the Engineering Dept., Cochran, the Co-op, the CEDC and the SHA, as well as the design committee being involved if it's something material.

#### **IV. M&T REDEVELOPMENT PROJECT – 118 BALTIMORE STREET**

Mr. Kelly advised that after the last meeting they received an appraisal for a grant request, valued at \$2.3M, with the purchase price for the building being \$500,000 per the contract. He added that it demonstrates how great a community partner M&T has been, in partly giving the building at a greatly reduced cost, and shows that they believe in the project.

Mr. Kelly advised on an issue he wanted Council and Staff to consider, which is the contract requires closing on or before June 30th, and he believes the capital grant money won't be issued before then. Mr. Kelly advised that the money will most likely come in by the first week of August, and provided details why. He said one option would be to go back to M&T for an extension, which he would prefer not to do; the other option is to come to M&CC with the City advancing the \$500,000 at closing and receiving reimbursement within 60 days. Mr. Kelly advised that he has touched base with Mr. Rhodes, Mr. Cohen, and Mr. Tressler regarding the options. He went on to add that the title review has been performed, and closing will be relatively simple.

After discussing the pros and cons of the second option, Council and Staff seemed to agree the option is something they ought to do. Mr. Kelly advised he is really optimistic about 8 solid inquiries he has gotten back from folks who have received the information and design studies, several of which are equity investors. He added that there's a group that are hotel developers, and some local owners looking to expand. Mr. Kelly spoke on the RFP, saying it should be opened up to anyone, as long as they let the City know what they can do for us, but putting emphasis on a boutique hotel. He added this would not be precluding other options.



Mr. Miller advised that he has been getting hotel inquiries for 2-3 years, a lot of interest from local developers to flagship chains, and said it's kind of on everybody's radar right now. He added that there's the potential for the hotel development to coincide with the street development, which will be a shot in the arm for downtown.

There was also discussion about Allegany College and FSU's hospitality management programs being included in the RFP.

Mr. Kelly questioned Mr. Rhodes regarding the option of mortgage for the hotel development. Mr. Rhodes advised that through emails, he thinks Mr. Cohen could go either way, but thinks it's prudent for the issue to be discussed between Mr. Cohen and Mr. Kelly, to tie up the legal aspect. Mr. Rhodes stated that they need to think about how to properly process the mortgage as a loan, and Council will have to vote on it. Mayor Morriss suggested trying to have it ready by the next Tuesday meeting's agenda. Mr. Rhodes agreed that the documentation will need to be done soon. After more discussion, there was a consensus from Council to go with this option.

#### V. PROGRESS ON CONNECTIVITY & URBAN DESIGN PLANNING

Mr. Kelly advised they had met with the design committee, and said the goal is to increase and make more efficient the auto/bicycle traffic in the corridor, and to have plans in place to grow efficiently, with an eye towards what piece of the puzzles will fit down the road. He also reiterated that they are not planning on taking large swaths of land from people at this point, but looking forward, if a building becomes available it will be ranked if it's a priority now or later.

Mr. Kelly advised that they hope to have another committee meeting June 26<sup>th</sup>, and a tentative presentation to M&CC on July 9<sup>th</sup> from Destination by Design. He added that Council will receive a packet ahead of time, and he will create a Dropbox for the plans so that they are readily available to them. Mr. Kelly gave some quick bullet points from the recent meeting:

- General consensus on a new road grid on Maryland Ave.
- Alter the route of the GAR, so that it comes closer to the Mechanic/Baltimore St. intersection
- Potential future development of the Times-News area

Mayor Morriss added that the meeting was very functional, and was a good mix of citizens, business owners, property owners, and the arts community. He said the group was able to give their input, and Destination by Design was very open to listening to them. He added that it will be interesting to see what they come up with as their final "aspirational design" for the present, as well as going forward to the next 15-20 years.

#### VI. PROGRESS UPDATE ON COMPREHENSIVE HOUSING ANALYSIS

Mr. Kelly spoke on their application for the \$50K Technical Assistance Grant from the DHCD, with Mr. Miller working on getting letters of support from the County, Chamber of Commerce, Greater

Cumberland Committee, CHG, DDC, etc. They didn't have one from the M&CC, so requested that as an Action Item.

Mr. Kelly advised that they will be meeting with Secretary Holt on July 10<sup>th</sup>, seeking support for the \$50K grant, and added that the budget could be as much as \$100K. They coordinated with Lee Borrer to match up with CDBG requirements. He advised that they have an ARC application that is pending, that was coordinated with Bill Atkinson and Special Secretary Peters, who are both supportive. Mr. Kelly stated that they hope to pay for the housing study through those two funding sources, but may have to come back to the City to ask for funding. He added that this study will be expensive and very comprehensive.

Mr. Kelly spoke on what he calls a paradox, in that Cumberland has affordable housing, but the homes have a lot of deferred cost, and a lot of homes are not attractive to a certain section of the work force – and that needs to be answered.

## VII. PROGRESS DISCUSSION: OUTSTANDING ACTION ITEMS

Mr. Kelly spoke about wanting the creation of a flow chart, or customer service tool, for developers that will be a simple spreadsheet:

1. Document to identify permit, approval or license needed
2. Identify the Release Agent
3. Provide document you must supply to get that
4. Supply with cost of permit itself
5. Code reference

He added they want to stay competitive with other jurisdictions and to fast-track. Mr. Rhodes advised that they had assembled the check-list needed and provided it to Mr. Kelly. Mr. Rhodes wanted to point out that the City has done big projects and have some experience, and advised that flow charts are difficult, and the sooner the City can talk to the developer, the better. He said, for example, with Love's Truck Stop they had three pre-development meetings before they even put a shovel in the ground, which helps them adapt to the rules they will be playing by in the processes. He added that the most important things in the information assembled for the developer are the site plan and sub-division check-lists.

Mayor Morriss suggested a staff-level liaison, with Mr. Rhodes stating that the City has that ready to go, and reiterated that other than engineering, the biggest challenges with this project will be the site plans and subdivision plans. He added that although the project will be complex, as far as building permits it will be relatively easy. He cautioned that one thing that may be an issue that was not on the document he gave Mr. Kelly, is stormwater management, which may be more of a challenge than initially thought. Mr. Rhodes added that Paul DePalatis is working on updating a check-list for that issue. He said that there is no particular liaison, but they will have all hands on deck.

There was discussion on who potential developers would speak to in Community Development, who greets them, what information will be provided to them, which Code Compliance officer they would get assigned to, etc. Mr. Rhodes advised that they have a conversation with them first, find out what they want to do, then provide the information they need, as well as setting up meetings with other departments. He further advised that the County uses a similar process. He added that Love's raved about the City's process, and there were no problems with WMHS. This led to a discussion about the newer Code Compliance officers in Community Development, as well as applicants for the open Code Compliance officer position.

Mr. Rhodes stated that the main contact person for Code Enforcement right now would be Dave Cox, with the next in line being his replacement when he retires. Mr. Rhodes said to keep in mind that Community Development is small, and though the City has seen large projects before, the City doesn't often need a lot of staff because it's not often there's a project of this size. He added that he is not concerned there's a problem, saying the City will get dedicated professionals that know what their job is and they will coordinate with them and work their way through the project. Mayor Morriss added the key is to see the site plan, and then the City will make sure to do its due diligence and coordinate what it needs to.

#### VIII. ADJOURNMENT

With nothing further, the meeting adjourned at 6:04 p.m. into Closed Session pursuant to Section 3-305 (b) (4) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential location of new businesses in the City.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved \_\_\_\_\_



# Mayor and City Council of Cumberland

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

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

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## MINUTES

M&CC Regular Meeting  
57 N. Liberty Street, City Hall, Cumberland, MD

DATE: June 18, 2019

### I. Open Session

1. 6:15 p.m. – Convene into Open Session

### II. Pledge of Allegiance

Motion was made by Councilman Frazier to appoint Councilman Cioni as Acting Mayor. It was seconded by Councilwoman Marchini, and was passed on a vote of 3-0.

### III. Roll Call

#### PRESENT

Councilman Richard J. Cioni  
Councilman Eugene Frazier  
Councilwoman Laurie Marchini (by phone)

#### ABSENT

Mayor Ray Morriss  
Councilman Seth Bernard

#### ALSO PRESENT

Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; Police Chief Charles Hinnant; Fire Chief Donald Dunn

### IV. Statement of Closed Meeting

1. Summary Statement of the closed meeting of June 11, 2019

Acting Mayor Cioni announced that a Closed Session had been held on June 11, 2019 at 6:05 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

**V. Director's Reports**

**(A) Administrative Services**

1. Administrative Services monthly report for May, 2019

**(B) Engineering**

1. Engineering Department monthly report for May, 2019

**(C) Police**

1. Police Department monthly report for May, 2019

**(D) Public Works**

1. Maintenance Division monthly report for May, 2019

**(E) Utilities - Flood, Water, Sewer**

1. Utilities Division - Flood/Water/Sewer monthly report for May, 2019

Motion to approve the Reports was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 3-0.

**V. Approval of Minutes**

**VI.**

1. Approval of the Executive Session Minutes of May 1, 2019, and the Regular Session Minutes of May 21, 2019

Motion to approve the Minutes was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 3-0.

**VI. New Business**

**(A) Orders (Consent Agenda)**

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Acting Mayor Cioni called for questions or comments. (Comments are shown under their respective Order numbers.) Motion to approve Consent Agenda Items 1-6 and 8-11 and vote on No. 7 separately was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 3-0. Motion to approve Consent Agenda Item No. 7 was made by Councilwoman Marchini, seconded by Acting Mayor Cioni, and was passed on a vote of 2-0, with Councilman Frazier abstaining.

1. **Order 26,460** - adopting a revised Family and Medical Leave Policy (FMLA) to be effective this date
2. **Order 26,461** - accepting the bid of Casey Smith LLC dba Service Pro for FY2019 Non-Residential Grass Mowing Services in the estimated unit price of \$38,400 with the option to renew for one (1) additional year upon mutual consent

Kenneth Wilmot questioned who cuts the grass at Willowbrook and I-68, saying it has only been cut twice this year and is a driving hazard. Mr. Rhodes advised that area is SHA jurisdiction.

3. **Order 26,462** - accepting the bid of Casey Smith LLC dba Service Pro for the FY2019 Residential Grass Mowing Services in the estimated total unit price of \$45,460 with the option to renew for one (1) additional year upon mutual consent
4. **Order No. 26,463** - authorizing the Chief of Police to execute a Project Agreement with the MD Highway Safety Office (SHA) to accept a FY20 Pedestrian Safety Grant for \$2,000 for police overtime support for the period July 1, 2019 – June 30, 2020
5. **Order 26,464** - accepting the sole source proposal from Carl Belt, Inc., in the total estimated unit price of \$91,005 to construct upgrades to the Marbles Court at Constitution Park, funded by a Community Parks and Playground Grant

Mr. Rhodes advised that this work is 100% grant-funded by the State of MD, and includes improvements to the bathroom facility and pavilion near the Duck Pond, and adding six new marble rings, with two being under a roof structure, and one of those two being handicap accessible.

At Councilwoman Marchini's request, Kathy McKenney advised that the Community Parks and Playgrounds program is administered by the MD Dept. of Natural Resources, and is available once per year, with a deadline between July and August. She added that in preparation for submittal, the projects are brought to the attention of staff or the Parks and Rec. Board and are discussed and evaluated for consideration. Councilwoman Marchini asked what other projects have used this type of grant, with Ms. McKenney replying that there has been a variety funded at Constitution Park in past years, as well as projects at Canal Place and Allegany College.

6. **Order 26,465** extending the contract with EBA Engineering, Inc., to December 31, 2019 (currently authorized through June 30, 2019), to provide ESRI Workforce Software services with no additional cost to the City and with no other aspects of the contract being changed
7. **Order 26,466** - authorizing the donation of \$22,500 to the Western Maryland Scenic Railroad

Paul Mullen had questions about the Scenic Railroad, the start dates for the new steam engine, and County and City donations to the Railroad. He commented that it leads to a lack of confidence as to whether or not they know what they are doing. Councilman Frazier advised that to his understanding the City's donation was for replacement of ties, and said that was all he was commenting on right now.

There was a question as to what steps Council was taking to attract more people into the downtown, specifically when getting off the train. Acting Mayor Cioni advised that the CEDC is working feverishly with tourism, tying in with the Baltimore St. Redevelopment Project. Councilman Frazier stated that the CPPDA is working to get the River Walk project underway to attract more tourists, as well.

8. **Order 26,467** - authorizing payment to Allegany County Government for invoices pertaining to the Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek Project, as Allegany County will be paying the Maryland Department of Transportation directly and seeking reimbursement from the City for its cost share portion estimated at \$34,276.39, which is 20% of the total estimated project cost of \$171,381.95

Greg Larry of the Times-News asked for a Baltimore Street bridge update. Mr. Rhodes advised that this order authorizes part of a payment associated with preliminary engineering. He added that temporary improvements would be made and one lane of Baltimore Street would be closed to accommodate that. Mr. Rhodes also advised that the project is still in the preliminary design stage.

9. **Order 26,468** - authorizing the City Solicitor to register the City's official trade name as "City of Cumberland" with the State Department of Assessments and Taxation
10. **Order 26,469** - lifting provisions of Section 11-113 of the City Code entitled "Open Containers of Alcohol" on the downtown mall on Sunday, July 14, 2019 from 11 a.m. until 5 p.m. to accommodate the Cumberland Pride Festival; notwithstanding that open glass containers shall not be permitted
11. **Order 26,470** - lifting the provisions of Section 11-113 of the City Code entitled "Open Containers of Alcohol" on the top level of the George Street Garage on Wednesday, June 19, 2019 from 7:00 - 10:00 p.m. to accommodate the Wednesday Night Welcome Party of the Lambda Car Club International Grand Invitational; notwithstanding that open glass containers shall not be allowed

## VII. Public Comments

All public comments are limited to 5 minutes per person

**Rick Lomus, 714 Dale Ave.**, suggested that a phone message be put on the City Hall recording stating that M&CC meetings are the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays, at 6:15 p.m. He also suggested signage for Cumberland St. near the HRDC that specifies 30 minute parking, Monday – Friday from 6-8 p.m. when busses are not parking there. Mr. Lomus also spoke regarding the Cumberland St. Bridge being shut down, stating that it didn't need to be shut completely down just for repairs. Mr. Rhodes advised that the reports the City received didn't say the bridge had to be shut down, but that it was an Engineering decision to close it due to the unsafe condition of the bridge. Mr. Lomus asked to see the engineering report that deemed it unsafe to remain open. Mr. Rhodes advised Mr. Lomus to file a Public Information Request.

**Kenneth Wilmot, 513 Fort Ave.**, wanted to thank whoever put in motion the cleaning of the subway on Virginia Ave. He also wanted to express his concern about the recent fatality in front of Kline's Restaurant, and suggested the speed limit be changed to 15 MPH. Mr. Rhodes advised

that he will reach out to his counterpart at the County and let him know of the concern, since that area is outside of the City limits.

**Terry Murphy, 706 Washington St.**, said she saw a Times-News article that the Non-disclosure Agreement regarding the bridges engineering study was signed, and asked if there was a meeting planned with CSX. Mr. Rhodes advised that a meeting was hoped to be scheduled in July; the City has the reports and they are being reviewed by Engineering, but the redacted version is not yet available. Ms. Murphy asked if a meeting was scheduled with City, State, and County in terms of goal-setting, prior to the CSX meeting. Mr. Rhodes advised that there was none planned, and that the next prudent step would be to talk with CSX since the City now has the reports. He added that if a lot of others were brought to the table he's not sure if the City would get to the details they need to get to. Acting Mayor Cioni asked if dates can start to be discussed, with Mr. Rhodes replying that timelines are talked about now, but there are a lot of "what if's." Ms. Murphy asked if CSX would be asked to pay for the Washington Street Bridge since they damaged it, and what the fastest path would be to open the infrastructure. Mr. Rhodes advised that CSX is contributing to costs and is matching funding on the Cumberland Street Bridge, which allows access to Federal funds. He stated that as it stands now, CSX would foot the bill for the Fayette Street Bridge, but the main issue is the Washington Street Bridge because the design features are a lot more complex. He added that the City is trying to speed the processes along and had received news today that the State has completed their review of the Cumberland Street Bridge. Mr. Rhodes advised that repairs to the Baltimore Street Bridge would be completed sometime in 2020 if all goes well, and Cumberland Street was expected to be completed in 2021. Ms. Murphy mentioned the City's interest in hiring a PR firm, and stated that in her opinion, the City doesn't need a PR firm.

**Nick Gelles, 317 Pear Street**, provided the M&CC with a petition asking for removal of parking on the right side of Pine Avenue as well as photos of the area in question, and requested to be put on the agenda for the next two sessions. He stated that people on Pine Avenue are hostile due to the placing of the stop signs. Mr. Rhodes advised that he did receive feedback from the Traffic Group, and questioned Mr. Gelles about details of the petition. He stated that the feedback he's gotten at this point will probably be counter to what Mr. Gelles wants to see, and provided details of what the proposed plan is. He added that he recommended to the M&CC that they take it under advisement until they've had a chance to look at the situation themselves, and said that there is a concern about the natural street alignment and view where traffic should go. Councilman Frazier added that he grew up on Pine Avenue and talked about how parking used to be, and said he essentially likes the plan the Traffic Group came up with and is on board with it.

**Leslie Willing, 604 W. Industrial Blvd.**, property manager for Twigg Realty, said she agreed with hiring a PR person, especially with the situation she has discussed before about water bills. She said had there been better communication regarding the installation of the new water meters, a lot of maintenance could have been avoided and they could have been pro-active with repairs. She stated they are seeing problems with the new backflow preventer on the meters and the faucets and hot water heaters are now leaking, and toilets are running, causing higher water bills and gas bills. Ms. Murphy stated that out-of-town homeowners are invested in the City, pay property taxes, pay rental property fees, and are responsible for maintenance on their houses.



Mr. Rhodes advised that the City has received some complaints about the back-flow meters and explained that they are required by the State of MD. He added that the City does provide notice of installation, but the notice may not mention water pressure issues. He stated he would look into that and will communicate that better if that is the case. He further advised that owner-occupied structures are held to the same standard, but that the City doesn't go out and inspect them.

**Jose Taylor of Western MD Property Management** said he agreed with Ms. Willing. He also questioned where the City stood with regard to his request regarding parking in the 100 block of N. Mechanic St. Mr. Rhodes stated he would look into it and get back with Mr. Taylor. Acting Mayor Cioni inquired how many spaces were needed, with Mr. Taylor replying that there is no residential parking at 140-146 N. Mechanic – 2 commercial buildings there, 6 units that he currently manages, and advised that over the last year tenants have been hit hard with ticketing at that property. He stated that he doesn't want to lose tenants, and cannot attract new tenants due to there being no parking. Mr. Taylor commented there were some parking spaces on Centre Street that had been designated for residential parking, but Chief Hinnant disagreed. Mr. Rhodes noted that if a home is renovated into new units, parking is required, but existing units were grandfathered in, meaning you didn't have to create any parking.

**Carey Walker** spoke regarding the new water meters, stating that he ran a new water line to his house today due to the two meters now being moved out to the street from inside. He said he received no advance notice, and agreed with Ms. Willing and Mr. Taylor, saying he never received a letter. Mr. Rhodes advised that he had spoken with others that had received letters and said he has no idea why that area wouldn't receive them. Mr. Walker said he could have scheduled his work sooner if he had had proper notice. Mr. Rhodes explained that the meters were being moved outside so the required backflow prevention could be put on them. He advised that water meters have been required to be outside at the street since 1979, but there was more emphasis recently because of the newly requirements for the backflow prevention.

Mr. Walker also discussed paving Grand Avenue, saying that he was told it would be expensive to pave because it would be done over brick; however, Shriver Avenue was brick and it was just paved over by Columbia Gas. Mr. Rhodes stated that he wasn't sure if it was the cost issue, or the length of Grand Avenue that was the issue, and explained about the fabric they make now that bonds to the streets.

Acting Mayor Cioni stated that the Mayor and Council are committed to better communication and hiring a public relations firm was a step in that direction.

### **VIII. Adjournment**

With no further business at hand, the meeting adjourned at 7:27 p.m.

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Marjorie A. Woodring, City Clerk \_\_\_\_\_

**Mayor and City Council of Cumberland**

**Closed Session Summary**

June 11, 2019 at 6:05 p.m.

Second Floor Conference Room, City Hall

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On June 11, 2019, the Mayor and City Council met in closed session at 6:05 p.m. in the second floor conference room of City Hall to discuss the potential location of new businesses in the city. Authority to close the session was provided by Section 3-305 (b) (4) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; City Administrator Jeff Rhodes, City Solicitor Michael Cohen, City Clerk Marjorie Woodring, CEDC Executive Director Paul Kelly, and CEDC Economic Development Specialist Matt Miller

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

No actions were voted upon and the meeting was adjourned at 6:15 p.m.



Raymond M. Morriss, Mayor

Entered into the public record on           **JUN 18 2019**

**Item Attachment Documents:**

1. Ordinance 3858 (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,800,000 in General Obligation Bonds, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

**ORDINANCE NO. 3858**

**MAYOR AND CITY COUNCIL OF CUMBERLAND  
INFRASTRUCTURE BONDS, 2019 SERIES B**

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 THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000.00) 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, 2019 SERIES B" (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 IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE (INCLUDING REPLACEMENT OF COPIERS AND FIREWALLS AND UPGRADING A SCADA SYSTEM), (B) NEW AND/OR REPLACEMENT VEHICLES (INCLUDING REGULAR DUTY VEHICLES, HEAVY DUTY VEHICLES AND A LADDER TRUCK) AND EQUIPMENT FOR USE BY VARIOUS CITY DEPARTMENTS, INCLUDING THE POLICE, FIRE, PUBLIC WORKS, VEHICLE MAINTENANCE, STREET, PARKS & RECREATION, WATER DISTRIBUTION, SANITARY SEWER, AND FLOOD CONTROL DEPARTMENTS, (C) FACILITY IMPROVEMENTS (INCLUDING HVAC IMPROVEMENTS AT CITY HALL, GARAGE DOORS AT THE PUBLIC SAFETY BUILDING, AND GARAGE DOOR OPENERS, DOORS AND HARDWARE FOR THE MUNICIPAL SERVICE CENTER), (D) STREET LIGHTING AND STREET IMPROVEMENTS (INCLUDING REPLACEMENT OF A TRAFFIC CABINET), AND/OR (E) PARKING GARAGE GATE AND PAYMENT COLLECTION SYSTEM IMPROVEMENTS, (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

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RESPECTIVELY COME DUE; PROVIDING FOR THE FORM, 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”), authorizes 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 Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) (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

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**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 Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) 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, 2019 Series B” 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 replacement of copiers and firewalls and upgrading a SCADA system), (B) new and/or replacement vehicles (including regular duty vehicles, heavy duty vehicles and a ladder truck) and equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility improvements (including HVAC improvements at City Hall, garage doors at the Public Safety Building, and garage door openers, doors and hardware for the Municipal Service Center), (D) street lighting and street improvements (including replacement of a traffic cabinet), and/or (E) parking garage gate and payment collection system improvements, together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (E), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, design, architectural, engineering, 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 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

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of the Issuer (the “City Administrator”), any other appropriate officials of the Issuer, and the Community Development Administration (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 Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) 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) 2.65 percent for a loan with a maturity of up to but not exceeding five years, (2) 2.85 percent for a loan with a maturity in excess of five years but not more than ten years, (3) 3.35 percent for a loan with a maturity in excess of ten years but not more than fifteen years, (4) 3.55 percent for a loan with a maturity in excess of fifteen years but not more than twenty years, and (5) 3.75 percent for a loan with a maturity in excess of twenty years but not more than twenty-five 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 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

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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 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 \$3,800,000.00 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 \$3,800,000.00 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, 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 forms 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

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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

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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 maturing principal installment or installments, 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.

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**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.

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(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.

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### **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

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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 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. 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 similar phrases.

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

(g) 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.

(h) 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.

(i) 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]

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(j) 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:

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

Introduced: \_\_\_\_\_, 2019

Passed: \_\_\_\_\_, 2019

Effective: \_\_\_\_\_, 2019

Exhibit A. – Form of Bond

#212960;10002.071

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**United States of America  
State of Maryland  
Mayor and City Council of Cumberland  
Infrastructure Bond, 2019 Series B**

No. R-1

\$\_\_\_\_\_

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; (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, 2019 Series [B]" (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

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information technology improvements, equipment and software (including replacement of copiers and firewalls and upgrading a SCADA system), (B) new and/or replacement vehicles (including regular duty vehicles, heavy duty vehicles and a ladder truck) and equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility improvements (including HVAC improvements at City Hall, garage doors at the Public Safety Building, and garage door openers, doors and hardware for the Municipal Service Center), (D) street lighting and street improvements (including replacement of a traffic cabinet), and/or (E) parking garage gate and payment collection system 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 \_\_\_\_\_, 2019 and effective on \_\_\_\_\_, 2019 (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 \_\_\_\_\_, 2019, between the Issuer and the Administration (the “Repayment Agreement”).

This Bond is not subject to prepayment by the Issuer prior to [April] 1, 20\_\_\_\_. On or after \_\_\_\_\_, this Bond is subject to prepayment by the Issuer at the prepayment prices, expressed as a percentage of the principal amount to be prepaid, plus accrued interest, if any, to the prepayment date, on the principal amount thereof, and during the periods (both dates inclusive) listed below:

<b>Period</b>	<b>Price</b>
_____ through _____	%
_____ through _____	
_____ through thereafter	

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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.

Underlining = Indicates material added by amendment after introduction

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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 \_\_\_\_\_, 2019.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

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BOND PAYMENT SCHEDULE

[Use the following paragraph (with necessary modifications) to clarify the amount to be paid under the schedule prepared by the Financial Advisor.]

[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."

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**Item Attachment Documents:**

Order 26512 - authorizing abatement of utilities for properties 884 Sperry Terrace, 307 Broadway Street, 215 Knox Street, and 1016 Ella Avenue

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

ORDER NO. 26,512

DATE: September 3, 2019

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

THAT, the utilities for the following properties be and are hereby abated:

<u>Address</u>	<u>Acct. No.</u>
884 Sperry Terrace	560190005-0
307 Broadway Street	240304002-0
215 Knox Street	420156000-0
1016 Ella Avenue	030012005-0

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**Raymond M. Morriss, Mayor**

**Item Attachment Documents:**

Order 26513 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Dept. to conduct six drug interdiction events, partnering with other local law enforcement agencies, between now and June 1, 2020 with the goal of reducing the illicit supply of opioids in Allegany County. \$10,000 in grant money has been made available from the MD Dept. of Health, Opioid Operational Command Center for police overtime



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

ORDER NO. 26,513

DATE: September 3, 2019

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies made available from the Maryland Department of Health, Opioid Operational Command Center in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), to conduct six (6) drug interdiction events by June 1, 2020, partnering with the Allegany County Sheriff's Office, Frostburg City Police Department, and the Maryland State Police, as appropriate, with the goal of reducing the illicit supply of opioids in Allegany County.

---

**Raymond M. Morriss, Mayor**

Grant Award No. F511N, FY20

**MEMORANDUM OF UNDERSTANDING**

between

**ALLEGANY COUNTY HEALTH DEPARTMENT**

12501 Willowbrook Road SE  
Cumberland, MD 21502

and

**CUMBERLAND CITY POLICE DEPARTMENT**

20 Bedford Street  
Cumberland, Maryland 21502

This agreement is funded through grant monies made available from the Maryland Department of Health, Opioid Operational Command Center, grant award number F511N, fiscal year 2020, award period August 19, 2019 to June 1, 2020. The Allegany County Health Department agrees to pay the **Cumberland City Police Department** a total of **\$10,000.00** to conduct six drug interdiction events by June 1, 2020 with the goal of reducing the illicit supply of opioids in Allegany County. This is a cost-reimbursement contract.

**Cumberland City Police Department** agrees to complete the following:

1. Conduct six drug interdiction events by June 1, 2020.
2. Partner with the Allegany County Sheriff's Office, Frostburg City Police Department and Maryland State Police on interdiction events, as appropriate.
3. Use funding for officer overtime and interdiction supplies.
4. Document the number of interdiction events completed.

The **Cumberland City Police Department** agrees to submit reports (attached) and invoices (including overtime vouchers, and receipts) for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable). Deadline for monthly report is the 5<sup>th</sup> of every month.

**The activities of this agreement must be completed by June 1, 2020 and the final report must be completed by June 5, 2020.** The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Chief Charles H. Hinnant  
Cumberland City Police Department

  
\_\_\_\_\_  
Date: 8/20/19  
Jenelle Mayer  
Health Officer  
Allegany County Health Department

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Maryland Department of Health that is available upon request.

# Council Agenda Summary

Meeting Date: September 3, 2019

**Agenda Item Number:** FY20 Health Department Opioid Interdiction Grant

Key Staff Contact: Chief Charles H. Hinnant/Lt. Andrew Tichnell

## *Item Title:*

FY20 Health Department Opioid Interdiction Grant

## *Summary:*

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct six drug interdiction events between now and June 1, 2020 in an attempt to reduce the illicit supply of opioids in Cumberland. \$10,000 in police overtime money has been appropriated by the Allegany County Health Department for these initiatives.

## *Issues and Considerations:*

Enter Text Here

<b><i>Fiscal Impact:</i></b>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$10,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

**Item Attachment Documents:**

Order 26514 authorizing the abatement of property taxes for City-owned property at 119 Pennsylvania Ave.

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

ORDER NO. 26,514

DATE: September 3, 2019

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

**THAT**, the property taxes for City-owned property at 119 Pennsylvania Avenue  
be and are hereby abated.

---

**Raymond M. Morriss, Mayor**

**Item Attachment Documents:**

Order 26,515 - declaring City-owned properties at 17/19 N. Waverly Terrace and 27 Ridgeway Terrace to be surplus properties and declaring the City's intent to transfer the properties to Mr. Greis Kaarvaliksen

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

ORDER NO. 26,515

DATE: September 3, 2019

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

**WHEREAS**, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property, together with the improvements thereon, which are known as 17 N. Waverly Terrace, 19 N. Waverly Terrace and 27 Ridgeway Terrace in Cumberland, MD (hereinafter referred to as the "Properties"), the Properties being more particularly described in the Land Records of Allegany County, Maryland as:

1. 17 N. Waverly Terrace – Book 2085, Page 40
2. 17 N. Wavery Terrace – Book 2289, Page 334
3. 27 Ridgeway Terrace – Book 1694, Page 501; and

**WHEREAS**, the Properties have been determined to be surplus properties by the Mayor and City Council of Cumberland;

**IT IS, THEREFORE, ORDERED**, by the Mayor and City Council of Cumberland, that:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and
2. The Mayor and City Council of Cumberland intend to donate the Properties to Greis Kaarvaliksen; and
3. The after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Properties, formal transfer of the Properties to Greis Kaarvaliksen may proceed.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: September 3, 2019

Agenda Item Number: Order 26,515

Key Staff Contact: Jeff Rhodes

## *Item Title:*

Order 26,515 - declaring City-owned property at 17/19 N. Waverly Terrace and 27 Ridgeway Terrace to be surplus property and declaring the City's intent to transfer the properties to Mr. Greis Kaarvaliksen

## *Summary:*

Both the double house at 17/19 N. Waverly Terrace and 27 Ridgeway Terrace are severely dilapidated properties. Mr. Kaarvaliksen has purchased other properties in this neighborhood and has invested significant money into rehabbing those properties. He approached the City about obtaining 17/19 N. Waverly and 27 Ridgeway and, according to standard procedures, the City contacted all adjoining property owners to ask if they wanted to submit an offer for either of the properties. No other offers were received.

Mr. Kaarvaliksen has offered \$1,500 for the 27 Ridgeway Terrace property based on surrounding property values, and has offered \$0 for the 17/19 N. Waverly Terrace property, based on the condition of the property and the fact that he will most likely demolish it and reuse whatever materials he can for the rehab of his other properties.

## *Issues and Considerations:*

Enter Text Here

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



from City Administrator.)

**Item Attachment Documents:**

Order 26,516 - authorizing the Chief of Police to execute a letter to Dr. Rameen J. Shafiei setting forth terms and conditions pertaining to services he will provide as a volunteer physician in connection with the deployment of the Cumberland Emergency Response Team (CERT)

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

ORDER NO. 26,516

DATE: September 3, 2019

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

THAT the Chief of Police be and is hereby authorized to execute a letter to Dr. Rameen J. Shafiei setting forth terms and conditions pertaining to services he will provide as a volunteer physician in connection with the deployment of the Cumberland Emergency Response Team (CERT).

---

**Raymond M. Morriss, Mayor**

# City of Cumberland

## Department of Police

20 Bedford Street, Cumberland, Maryland 21502

301-777-1600 [cpd@allconet.org](mailto:cpd@allconet.org)

Charles H. Hinnant

*Chief of Police*

September 4, 2019

Dr. Rameen J. Shafiei, DO  
12110 Ash Fleetwood Drive  
Cumberland, MD 21502

Dear Dr. Shafiei:

I would like to thank you for offering to volunteer your services as a medical doctor in connection with the deployment of the Cumberland Emergency Response Team (“CERT”). The Mayor and City Council have approved your request and have authorized me to send this letter setting forth certain terms and conditions pertaining to your volunteered services:

- You will provide no services other than those health care services typically provided by a medical doctor.
- You will not function as a law enforcement officer in any respect and will not perform any health care services in any settings unless notified by CERT officers that the scene has been cleared of threats.
- The City Police Department will provide such safety and protective gear as is required for the performance of your duties.
- The City Fire Department shall provide medical equipment and supplies as is required for the performance of your duties. These medical supplies shall be limited to those which would be provided a nurse practitioner.
- You will be responsible for procuring professional liability insurance coverage which names the City as an additional insured. The City shall reimburse you for this expense upon the provision of documentation showing the coverage has been procured.
- You or the City can terminate this arrangement at any time. No advance notice shall be required.
- If not terminated, this arrangement shall be in force for a period of one (1) year from the date of this letter. Thereafter, it may be renewed on a year-to-year basis, subject to the approval of the Mayor and City Council.

If the foregoing terms are acceptable to you, please sign where indicated below and return the original of this letter to me.

The Mayor and City Council, the CERT team members and I greatly appreciate your willingness to volunteer your services. I hope you will find this a rewarding experience.

Sincerely,

Charles H. Hinnant  
Chief of Police

Approved and accepted:

---

Dr. Rameen J. Shafiei, DO

**Item Attachment Documents:**

Order 26,517 - authorizing the abatement of utilities for 118 Baltimore Street, owned by the Cumberland Economic Development Commission (CEDC)

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

ORDER NO. 26,517

DATE: September 3, 2019

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

**THAT**, the utilities for CEDC-owned property at 118 Baltimore Street be and are hereby abated.

---

**Raymond M. Morriss, Mayor**

MAYOR & CITY COUNCIL OF CUMBERLAND MD

57 N. LIBERTY ST.  
CUMBERLAND, MD  
21502

UTILITY BILL

Service Address

118 BALTIMORE ST

Account # / Customer #

520236203-1  
CID #: 167674

Meter Readings

Service Period	Days	Previous	READS Current	Usage	Unit of Measure
07/15/2019-08/19/2019	35	438600	438600	0	cu ft

Bill Date

08/22/2019

Previous Balance

-5.54

Penalties

0.00

Adjustments

0.00

Payments Received

-282.53

PREVIOUS BALANCE MUST BE PAID BY  
THE DUE DATE TO AVOID TERMINATION.

**QUESTIONS?**  
CALL 301-759-6409 OR VISIT OUR  
WEBSITE AT  
[www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
Rates available at WEBSITE

Current Billing

Water	78.24
Sewer	182.24
Trash	142.70
BayRestFee	5.00

View Cumberland's Annual Water Quality Report online  
in Adobe PDF form at: <http://tinyurl.com/cpshwod>  
Please call 301-759-6604 if you would like a paper copy of the  
Annual Water Quality Report mailed to your home.

Current Charge

408.18

Balance Due

402.64

Due Date

09/12/2019

After Due Date

410.69

We accept Mastercard, Visa, Discover & Debit online at our website, or in person.  
MAILING ADDRESS: 57 N LIBERTY STREET, CUMBERLAND, MD 21502  
Pay your bill online OR signup for eBilling at [cumberlandmd.authoritypay.com](http://cumberlandmd.authoritypay.com)



WHEN PAYING BY MAIL - ENCLOSE SECTION BELOW TO ENSURE PROPER CREDIT



Account # / Customer #	Due Date	Amount Due	After Due Date
520236203-1	09/12/2019	402.64	410.69

Service Address

118 BALTIMORE ST



**PAYING BY CHECK OR CREDIT CARD?**  
**PLEASE COMPLETE THE BACK OF THIS STUB**

Mailing Address

CUMBERLAND ECONOMIC DEVELOP. CORP  
60 PERSHING ST  
CUMBERLAND MD 21502-3013

00000520236203-01091219000402645



CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION  
60 Pershing Street, Cumberland MD 21502  
(301) 722-7173

August 27, 2019

**VIA MAIL & E-MAIL**

Mayor & City Council of Cumberland  
57 N. Liberty Street  
Cumberland, Maryland 21502

Re. CEDC project at 118 Baltimore Street, Cumberland, MD  
(aka the "M&T Boutique Hotel Project")

Dear Mayor and Council:

As you are aware, the CEDC acquired M&T's former regional headquarters located at 118 Baltimore Street, Cumberland, MD 21502 on or about June 28, 2019. The facility is currently vacant. The CEDC anticipates that the facility will be developed simultaneously with construction for the Baltimore Street project; accordingly, it is anticipated that the facility will remain vacant through July 2021. I anticipate winterizing the facility, and disconnecting power and water service. Quite frankly, the CEDC cannot afford to heat the premises during the cold weather months. Pending a "shut down" of the premises, I would like you to consider vacating or otherwise mitigating the water and sewage charges. As you can see from the attached invoice, the CEDC is incurring about \$402.64 per month without consuming any water or sewage services at the premises. Your assistance in this regard would be greatly appreciated, and it would further economic development activities in our urban core. Of course, please do not hesitate to call me if you would like to discuss the matter.

Sincerely,

  
Paul J. Kelly, Jr.  
Executive Director

[paulkelly@choosescumberland.org](mailto:paulkelly@choosescumberland.org)



**Item Attachment Documents:**

Order 26,518 - authorizing the execution of Change Order 1 with Bennett Brewer & Associates, LLC for the Decatur Street 24" Crosstown Water Main Replacement" Project (31-17-W) for additional engineering services in the increased not-to-exceed cost of \$50,462

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

ORDER NO. 26,518

DATE: September 3, 2019

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Bennett, Brewer and Associates, LLC, 23 E. Main Street, Suite 200, Frostburg, MD, 21532 to provide additional engineering design services as well as construction phase services for the Decatur Street 24" Crosstown Water Main Project (31-17-W) in the increased not-to-exceed cost of Fifty Thousand, Four Hundred Sixty-two Dollars and No Cents (\$50,462.00), bringing the new total contract price to One Hundred Five Thousand, Two Hundred Forty-one Dollars and No Cents (\$105,241,00).

---

**Raymond M. Morriss, Mayor**

Bennett Brewer & Associates, LLC	<i>Contract Price</i>
<b>Original Contract Price</b>	<b>\$54,779.00</b>
Change Order No. 1	\$50,462.00
<b>Total Contract Price after CO 1</b>	<b>\$105,241.00</b>

Budget: 002.299EE.20100

# Council Agenda Summary

Meeting Date: September 3, 2019

Agenda Item Number: e

Key Staff Contact: Robert Smith, Kim Root

## *Item Title:*

Change order for 31-17-W Decatur Street 24" Crosstown Water Main Engineering Services

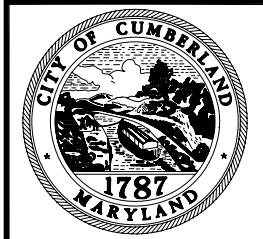
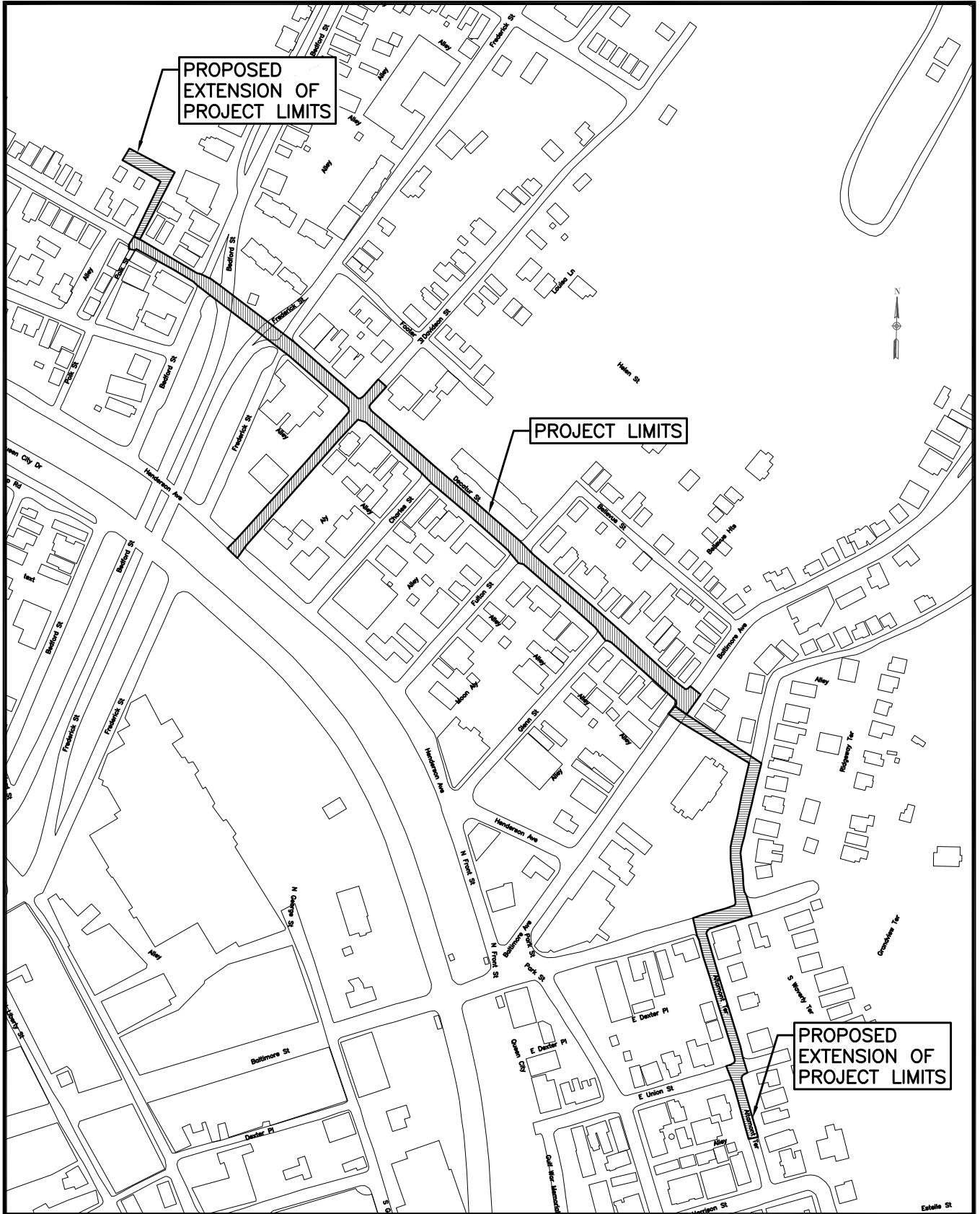
## *Summary:*

Change order to existing contract with Bennet, Brewer and Associates for City project 31-17-W. This change order is for added project limits for design. This additional work will include engineering services for additional work to be complete under construction. This change order is for the increased cost of \$50,461.84 this includes cost for the additional design as well as construction phase services for the project limit extension.

## *Issues and Considerations:*

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	002.299EE.20100
Value of award:	\$50,462.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



<p>TITLE:</p> <p>DECATUR STREET 24-INCH CROSTOWN WATER MAIN REPLACEMENT LOCATION MAP, AND PROPOSED EXTENSION OF LIMITS</p>	
<p>SCALE: 1" = 300'</p>	

<p>DATE:</p> <p>08/05/19</p>
<p>PROJECT NO:</p> <p>31-17-W</p>

<p>DRAWING NO:</p> <p>C-2654-R</p>
<p>SHEET NO:</p> <p>1 OF 1</p>

# City of Cumberland

**Change Order Number: 1**

**Project:** Decatur Street Water Line Replacemen Project  
**City Project No.:** 31-17-W  
**Contractor:** Bennett, Brewer and Associates, LLC  
**Vendor No.:** 300841

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

Add / Delete	UNITS	QTY	UNIT PRICE	Description	Delete	Add
ADD	FEE	1	\$ 41,174.00	Design Phase Services		\$41,174.00
ADD	FEE	1	\$ 9,288.00	Construction Phase Services		\$9,288.00
Total Change Order Amount:					\$0.00	\$50,462.00

The Original Contract Sum was:	\$54,779.00
Previous Change Orders:	\$0.00
Contract Sum as a result of Previous Change Orders:	
The Contract Sum increased/decreased by this Change Order:	\$50,462.00
The New Contract Sum as a result of this Change Order is:	<b>\$105,241.00</b>

Contract Time Change:

Recommended by: \_\_\_\_\_ Date

Contractor: \_\_\_\_\_ Date

Accepted by: \_\_\_\_\_ Date

Approved By: \_\_\_\_\_ Date

Mayor and City Council Order Number Authorizing this Change Order: \_\_\_\_\_

August 12, 2019

City of Cumberland  
Engineering Office  
57 North Liberty Street  
Cumberland, Maryland 21502

**ATTENTION:** Mayor and City Council of Cumberland, Maryland

**RE:** ENGINEERING SERVICES – **ADDITIONAL SCOPE**  
DECATUR STREET 24" CROSSTOWN WATER MAIN  
REPLACEMENT - ENGINEERING SERVICES – CITY PROJECT  
NUMBER 31-17-W

Dear Mayor and City Council:

Bennett, Brewer, & Associates are pleased to submit herewith a proposal to provide additional professional services for the above referenced project as requested. Based on the scope of work outlined at the initial kick-off meeting, and as shown on drawing C-2654-R, it is our understanding that the scope of services shall include all necessary design required to produce construction documents for water main replacement in those areas. We are prepared to perform the following tasks associated with this project:

### **SCOPE OF WORK**

#### Phase I – Preliminary Engineering

- I-1 Kick-Off Meeting (Cumberland)  
Meet with City officials and staff, and representatives from various city departments to visit the project site and to review project goals and objectives; including, identification of points of contact, scheduling, funding, payment process, identification of regulatory jurisdictions (if any) and other project related matters.
- I-2 Review Existing Documents and Data  
Review existing documents and reports, data and other related information to the project as available.
- I-3 Preliminary Field Investigation  
Perform a desk top survey of the project area to determine project limits, rights-of-way and other boundaries. Verify findings in the field. Identify additional survey requirements. Perform an in-depth site visit to identify the project route, boundaries, and potential problem areas. Identify potential impacts to adjacent properties (if any) and report any findings to the City. Inspect existing asphalt to verify condition and method/limit of repairs (patching, leveling, milling, etc...). Design and Install 3 Survey Control Monuments – as detailed in the amendment.

Bennett, Brewer  
& Associates, LLC

23 East Main Street  
Suite 200  
Frostburg, MD 21532

Phone (301) 687-0494  
Fax (301) 687-0495

## Phase II – Design

- II-1            Identify Possible Options – Make Design Decisions  
Based on desktop analyses and field surveys, identify options. Identify the advantages and disadvantages of each option for consideration by the City. Identify regulatory permits (if any) to be required for the project.
  
- II-2            Field Survey  
Perform supplemental field survey, including topographical features, curbs, sidewalks, access/entrance points, buildings, aerial and underground utilities, and all other visible surface features of the selected route which require additional detail sufficient to impact the design.
  
- II-3            Develop Detailed Base Mapping  
Develop detailed base mapping of all existing topographic and planimetric features of the selected route including all necessary research, computations, incorporation and verification of reference drawings, CAD drafting, etc.. required to prepare a plan of the aforementioned data at an appropriate scale and format. Said plan shall serve as a base map for all engineering and site improvements.
  
- II-4            Prepare Schematic Site/Utility Plans - 30% Submittal  
Prepare plans that are 30% complete and submit to the City for review and comment. Once all site parameters have been established, the basic infrastructure design shall be completed in accordance with the applicable regulatory, environmental, and engineering constraints. This phase will include the preparation of a preliminary site/utility plan. Complete Maintenance of Traffic Plan.
  
- II-5            Prepare Site/Utility Plans - 60% Submittal  
After obtaining City approval for the Schematic Design Phase, incorporate all comments and prepare plans that are 60% complete and submit to the City for review and comment. A preliminary cost estimate for all project elements will be completed.
  
- II-6            Prepare Site/Utility Plans - 95% Submittal  
After obtaining City approval for the 60% Design Phase, incorporate all comments and prepare plans that are 95% complete and submit to the City for review and comment. This phase will include coordination of all design elements with any applicable review or regulatory agencies. Submit Final Maintenance of Traffic Plan for approval.
  
- II-7            Acquire Regulatory Permits  
Prepare and submit all required permit applications for the project, including but not limited to the City, Allegany County Soil Conservation District, etc...



- II-8            Prepare Site/Utility Plans - Bid Issue  
Incorporate any remaining comments and prepare plans that are bid issue ready (100% complete) and submit ten sets of plans and specifications to the City and issue to prospective contractors.
- II-9            Prepare Engineer's Estimate (95% Submittal & Bid Issue)  
Prepare preliminary probable construction cost estimates for the project at the 95% and bid issue (100%) stages of the projects and submit to the City.
- II-10           Prepare Contract Documents and Specifications  
Prepare contract documents and technical specifications that are 95% complete and submit to the city for review and comment. Prepare contract documents and technical specifications that are bid issue ready (100% complete) and submit to the city and issue to prospective contractors (ten sets). Provide electronic files of plans and specifications in the required format.
- II-11           Perform QA/QC  
Perform preliminary and final quality assurance/quality control review of the plans and contract documents and technical specifications for the project.
- II-12           Community Outreach - Public Meetings  
Coordinate a Community Outreach – Public Meetings program that includes scheduling, presentation materials (color wall map) and 3 sets of plans. Serve as meeting host on behalf of the City.
- II-13           Bid Support  
Respond to questions or requests for information from prospective contractors. Prepare and distribute addendums as necessary. Prepare a bid tabulation upon receipt of bids. Evaluate bids and provide a recommendation to the city.
- II-14           Project Coordination  
Coordinate and address regulatory requirements with the appropriate regulatory agencies; including, funding and payment procedures, meeting requirements, and scheduling.

### Phase III – Construction

- III-1           Construction Services  
Review and approve all shop drawings and proposed field modifications during construction. Attend pre-construction meetings and field meetings as required. Attend the final inspection at project conclusion.
- III-2           As-built drawings  
Incorporate inspector and contractor field notes into electronic format. Provide electronic files (revised AutoCAD drawings) and hard copy to City.

## **GENERAL CONSTRAINTS -**

1. This proposal is intended to include all plans, surveys, permits, and specifications required for the construction of the proposed improvements.
2. This proposal is intended to meet or exceed all requirements outlined in the City of Cumberland RFP dated April 2019 and Amended May 23, 2019 with the (2) two Addendums issued with the RFP and the additional scope added at the Design Kick-Off meeting held on 8/8/19.
3. All permit and advertisement fees will be submitted by the ENGINEER to the OWNER as extras or add-ons.
4. This proposal does not include any construction survey stakeout, inspection, or contract administration services.
5. This proposal assumes that the work is defined by the city as 'redevelopment' with respect to stormwater management. As such, stormwater management is not considered or necessary.
6. The limits of the project are as shown on the sketch provided (C-2654-R).

## **COMPENSATION - FEE SCHEDULE**

Based on the above scope of services, Our Cost Plus Not to Exceed Maximum fee for this project is **\$41,174.00\* (Additional Scope)**

\* Total includes all mileage, travel time, materials, etc..

## **PROJECT SCHEDULE**

We propose to complete and submit bid-ready documents for Decatur Street 24" Crosstown Water Main Replacement, City Project Number 31-17-W within 180 days of Notice to Proceed. Bennett, Brewer & Associates routinely performs similar services for projects of equal or greater scope to meet funding or other client-imposed deadlines. The size, experience, and depth of our staff allow us the flexibility to allocate the necessary resources for each component of the project as needed, to meet our required goals.

We look forward to providing our services for this project and hope to be working together in the upcoming months. If you should have any questions, please contact this office at (301) 687-0494.

Sincerely,



**Steven Kenneth Bennett, PE, LEED AP BD&C**  
Principal Engineer  
23 East Main Street, Suite 200  
Frostburg, Maryland 21532

**Matthew Scott Brewer, PE, RLS**  
Project Manager

**Aaron David Bennett**  
Chief Surveyor

**BID FORM**

ITEM NO.	ITEM	UNITS	QTY	UNIT PRICE	TOTAL COST
1	Design and prepare construction drawings	LS	1	\$37,428.00	\$37,428.00
2	Prepare construction specifications	LS	1	\$1,781.00	\$1,781.00
3	Obtain all required permits	LS	1	\$1,965.00	\$1,965.00
4	Design and construct three (3) new Survey Control Monuments	LS	0	0.00	0.00
<b>TOTAL- ITEMS</b>					
<b>1-4</b>					\$41,174.00

**WRITTEN TOTAL:** \_\_\_\_\_

**ADD ALTERNATE:**

5	Construction Phase Services	LS	1	\$9,288.00	\$9,288.00
---	-----------------------------	----	---	------------	------------

**CITY OF CUMBERLAND  
 DECATUR STREET ACCESS ROAD IMPROVEMENTS  
 CITY PROJECT NO. 31-17-W - ADDITIONAL SCOPE  
 STAFF HOUR ESTIMATE**

Task	TASK	PROJECT MANAGER	PROJECT ENGINEER	CAD TECHNICIAN	CLERICAL	SURVEY CREW	CONSULTANT	FEE (\$)	TOTAL HOURS
	<b>PHASE I - PRELIMINARY ENGINEERING</b>								
I - 1	Kickoff Meeting (Cumberland)	2	2						4
I - 2	Review Existing Documents and Data		16	16	2				34
I - 3	Preliminary Field Investigation		8	4		4			16
I - 3 - 1	Field Survey - Preliminary		2			24			26
I - 3 - 2	Install 3 Monuments								0
	<b>PHASE II - DESIGN</b>								
II - 1	Identify Possible Options - Make Design Decision	2	16	12					30
II - 2	Field Survey		12	24		48			84
II - 3	Develop Detailed Base Mapping		2	42					44
II - 4	Schematic Site/Utility Plans (30% Submittal)		4	40					44
II - 4 - 1	Prepare Maintenance of Traffic Plan		4	8					12
II - 5	Prepare Site/Utility Plans (60% Submittal)			8					8
II - 5 - 1	Incorporate Review Comments		4						4
II - 6	Prepare Site/Utility Plans (95% Submittal)		8	8					16
II - 6 - 1	Incorporate Review Comments		4						4
II - 7	Acquire Regulatory Permits	4	8	4					16
II - 8	Prepare Site/Utility Plans - Bid Issue			8					8
II - 8 - 1	Incorporate Review Comments		2	4	2				8
II - 9	Prepare Engineer's Estimate (95% Submittal & Bid Issue)		4	4					8
II - 10	Prepare Contract Documents and Specifications		4		24				28
II - 11	Perform QA/QC	4							4
II - 12	Community Outreach - Public Meetings	2	2						4
II - 13	Bid Support		4		2				6
II - 14	Project Coordination		4						4
	<b>PHASE III - CONSTRUCTION ADMINISTRATION (CA)</b>								
III-1	Construction Services ..		40	4	4				48
III-2	As-Built Drawings		2	40	2				44
	<b>SUBTOTAL HOURS</b>	14	152	226	36	76			504

**CITY OF CUMBERLAND  
 DECATUR STREET ACCESS ROAD IMPROVEMENTS  
 CITY PROJECT NO. 31-17-W - ADDITIONAL SCOPE  
 STAFF HOUR ESTIMATE**

	Rates	\$58.00	\$58.00	\$29.00	\$21.00	\$51.50
Cost by Discipline	\$812.00	\$8,816.00	\$6,554.00	\$756.00	\$3,914.00	\$0.00
Total Design Cost		\$20,852.00				
Prime A/E Overhead		120%	X	\$20,852.00	=	\$25,022.40
Profit on Prime A/E		10%	X	\$45,874.40	=	\$4,587.44
Profit on Consultants		10%	X	\$0.00	=	\$0.00

**Total Cost** \$50,461.84

**Item Attachment Documents:**

Order 26,519 - authorizing the City Administrator to execute a Letter of Agreement with Verizon Maryland, LLC acknowledging Verizon's lease renewal of their three (3) parking spaces in the George St. Parking Garage, at the rate of \$75 per space, for one year to be effective July 1, 2020 through June 30, 2021

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

ORDER NO. 26,519

DATE: September 3, 2019

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

**THAT**, the City Administrator be and is hereby authorized to execute a letter of agreement with Verizon Maryland, LLC acknowledging Verizon's election to exercise its option to renew for one year, to be effective July 1, 2020 through June 30, 2021, the term of the Lease originally dated November 13, 2007 for three (3) parking spaces in the George Street Parking Garage for \$75 per space; and

**BE IT FURTHER ORDERED**, that Verizon shall have the option to further renew the term of said Lease for one (1) additional period of July 1, 2021 through June 30, 2022, under the same terms and conditions.

---

**Raymond M. Morriss, Mayor**

**Michael Hudson  
Director – Global Real Estate**

**One Verizon Way  
VC11W021C  
Basking Ridge, NJ  
07920**

RCVD  
CLERK'S OFFICE  
2019 JUL 30 PM 5:03

*July 26*, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Track # *701506400022116 0845*

Track # *701506400022116 0852*

Mayor & City Council of Cumberland  
c/o City Hall  
Cumberland, MD 21902  
57 N. Liberty Street  
Cumberland, MD 21502

Mayor & City Council of Cumberland  
c/o City Hall  
Attn: Jeff Rhodes

Subject: Notice of Lessee's exercise of option to renew under that certain Parking Lease dated November 13, 2007, as amended and/or extended by a First Amendment of Parking Lease dated September 2, 2008, Second Amendment of Parking Lease dated June 9, 2009, and letters dated October 19, 2010, October 31, 2011, June 8, 2012, September 20, 2013, September 26, 2014, August 25, 2015, August 15, 2016, August 28, 2017 and August 30, 2018 (collectively, the "Lease") between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland ("Lessor") and Verizon Maryland LLC, a Delaware limited liability company, ("Lessee") and concerning the three parking spaces located in the George Street Parking Garage, Cumberland, Allegany County, Maryland, as further described in the Lease. Verizon Property ID No. GLC #31AOQ

Dear Lessor:

The term of the above-referenced Lease is scheduled to expire on June 30, 2020. Lessee elects to exercise its option to renew the term of the Lease for an additional one year period. Accordingly, the Lease shall remain in full force and effect under all the same terms and conditions set forth in the Lease, except the Lease term shall be extended twelve (12) months from July 1, 2020 through June 30, 2021 (the "Additional Extension Term") and monthly rent shall remain \$75 per parking space, for a total monthly rent of \$225.

**Additional Renewal Option:** Provided no default has occurred and is continuing beyond any applicable grace period, Lessee shall have the option to further renew the term of the Lease for one additional period of one year, on the same terms and conditions contained in the Lease, including monthly rent which shall remain \$75.00 per parking space, for a total monthly rent of \$225. Lessee may exercise such renewal option by giving written notice to Lessor of its election to renew on or before sixty (60) days prior to expiration of the then current Lease term.

Please note that under the Lease, Lessor's signature is not required for the valid exercise of Lessee's option to renew the Lease for the Additional Extension Term. However, if you are in agreement with the terms set forth in the paragraph above entitled "Additional Renewal Option", please sign below to acknowledge your agreement and return a fully executed copy of this letter to Lessee in the enclosed return envelope.

Please contact Jeff Salino, a member of my team, with CBRE at 703-212-6859 if you have any questions concerning this matter.

**verizon**✓




**Michael Hudson**  
**Director – Global Real Estate**

**One Verizon Way**  
**VC11W021C**  
**Basking Ridge, NJ**  
**07920**

AGREED AND ACCEPTED:

VERIZON MARYLAND LLC

MAYOR & CITY COUNCIL OF CUMBERLAND

By:   
Printed Name: Michael Hudson  
Its: Dir – Real Estate Portfolio Management

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Michael Hudson  
Director – Global Real Estate**

**One Verizon Way  
VC11W021C  
Basking Ridge, NJ  
07920**

RCVD  
CLERK'S OFFICE  
2019 JUL 30 PM 5:03

July 26, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Track # 76150640000221160845

Track # 76150640000221160852

Mayor & City Council of Cumberland  
c/o City Hall  
Cumberland, MD 21902  
57 N. Liberty Street  
Cumberland, MD 21502

Mayor & City Council of Cumberland  
c/o City Hall  
Attn: Jeff Rhodes

**Subject:** Notice of Lessee's exercise of option to renew under that certain Parking Lease dated November 13, 2007, as amended and/or extended by a First Amendment of Parking Lease dated September 2, 2008, Second Amendment of Parking Lease dated June 9, 2009, and letters dated October 19, 2010, October 31, 2011, June 8, 2012, September 20, 2013, September 26, 2014, August 25, 2015, August 15, 2016, August 28, 2017 and August 30, 2018 (collectively, the "Lease") between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland ("Lessor") and Verizon Maryland LLC, a Delaware limited liability company, ("Lessee") and concerning the three parking spaces located in the George Street Parking Garage, Cumberland, Allegany County, Maryland, as further described in the Lease. Verizon Property ID No. GLC #31AOQ

Dear Lessor:

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**Additional Renewal Option:** Provided no default has occurred and is continuing beyond any applicable grace period, Lessee shall have the option to further renew the term of the Lease for one additional period of one year, on the same terms and conditions contained in the Lease, including monthly rent which shall remain \$75.00 per parking space, for a total monthly rent of \$225. Lessee may exercise such renewal option by giving written notice to Lessor of its election to renew on or before sixty (60) days prior to expiration of the then current Lease term.

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Please contact Jeff Salino, a member of my team, with CBRE at 703-212-6859 if you have any questions concerning this matter.

**verizon** ✓

**Michael Hudson  
Director – Global Real Estate**

**One Verizon Way  
VC11W021C  
Basking Ridge, NJ  
07920**

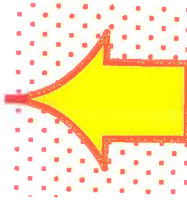
AGREED AND ACCEPTED:

VERIZON MARYLAND LLC

MAYOR & CITY COUNCIL OF CUMBERLAND

By:   
Printed Name: Michael Hudson  
Its: Dir – Real Estate Portfolio Management

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Michael Hudson  
Director - Global Real Estate**

**One Verizon Way  
VC11W021C  
Basking Ridge, NJ  
07920**

RCVD  
CLERK'S OFFICE  
2019 JUL 30 PM 5:05

July 26, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Track # 701506400022116 0845

Track # 701506400022116 0852

Mayor & City Council of Cumberland  
c/o City Hall  
Cumberland, MD 21902  
57 N. Liberty Street  
Cumberland, MD 21502

Mayor & City Council of Cumberland  
c/o City Hall  
Attn: Jeff Rhodes

**Subject:** Notice of Lessee's exercise of option to renew under that certain Parking Lease dated November 13, 2007, as amended and/or extended by a First Amendment of Parking Lease dated September 2, 2008, Second Amendment of Parking Lease dated June 9, 2009, and letters dated October 19, 2010, October 31, 2011, June 8, 2012, September 20, 2013, September 26, 2014, August 25, 2015, August 15, 2016, August 28, 2017 and August 30, 2018 (collectively, the "Lease") between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland ("Lessor") and Verizon Maryland LLC, a Delaware limited liability company, ("Lessee") and concerning the three parking spaces located in the George Street Parking Garage, Cumberland, Allegany County, Maryland, as further described in the Lease. Verizon Property ID No. GLC #31AOQ

Dear Lessor:

The term of the above-referenced Lease is scheduled to expire on June 30, 2020. Lessee elects to exercise its option to renew the term of the Lease for an additional one year period. Accordingly, the Lease shall remain in full force and effect under all the same terms and conditions set forth in the Lease, except the Lease term shall be extended twelve (12) months from July 1, 2020 through June 30, 2021 (the "Additional Extension Term") and monthly rent shall remain \$75 per parking space, for a total monthly rent of \$225.

**Additional Renewal Option:** Provided no default has occurred and is continuing beyond any applicable grace period, Lessee shall have the option to further renew the term of the Lease for one additional period of one year, on the same terms and conditions contained in the Lease, including monthly rent which shall remain \$75.00 per parking space, for a total monthly rent of \$225. Lessee may exercise such renewal option by giving written notice to Lessor of its election to renew on or before sixty (60) days prior to expiration of the then current Lease term.

Please note that under the Lease, Lessor's signature is not required for the valid exercise of Lessee's option to renew the Lease for the Additional Extension Term. However, if you are in agreement with the terms set forth in the paragraph above entitled "Additional Renewal Option", please sign below to acknowledge your agreement and return a fully executed copy of this letter to Lessee in the enclosed return envelope.

Please contact Jeff Salino, a member of my team, with CBRE at 703-212-6859 if you have any questions concerning this matter.

**verizon** ✓


**Michael Hudson**  
**Director – Global Real Estate**

**One Verizon Way**  
**VC11W021C**  
**Basking Ridge, NJ**  
**07920**

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VERIZON MARYLAND LLC

MAYOR & CITY COUNCIL OF CUMBERLAND

By:   
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Its: Dir – Real Estate Portfolio Management

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_



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Director – Global Real Estate**

**One Verizon Way  
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Basking Ridge, NJ  
07920**

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**verizon** ✓

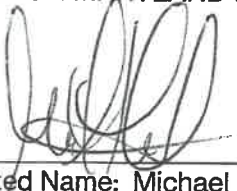
**Michael Hudson**  
**Director – Global Real Estate**

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VERIZON MARYLAND LLC

MAYOR & CITY COUNCIL OF CUMBERLAND

By:   
Printed Name: Michael Hudson  
Its: Dir – Real Estate Portfolio Management

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Item Attachment Documents:**

Order 26,520 - declaring City-owned property at 301-303 Arch Street and 305 Arch Street to be surplus property and declaring the City's intent to donate the properties to the Cumberland Housing Alliance, Inc. for the construction of a single family home



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

ORDER NO. 26,520

DATE: September 3, 2019

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

**WHEREAS**, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property, together with the improvements thereon, which are known as 313-303 Arch Street and 305 Arch Street in Cumberland, MD (hereinafter referred to as the "Properties"), the Properties being more particularly described in the Land Records of Allegany County, Maryland as:

1. 301-303 Arch Street – Book 2406, Page 227
2. 305 Arch Street – Book 2367, Page 423; and

**WHEREAS**, the Properties have been determined to be surplus properties by the Mayor and City Council of Cumberland;

**IT IS, THEREFORE, ORDERED**, by the Mayor and City Council of Cumberland, that:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and
2. The Mayor and City Council of Cumberland intend to donate the Properties to the Housing Authority of the City of Cumberland; and
3. The after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Properties, formal transfer of the Properties to the Cumberland Housing Alliance, Inc. may proceed.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: September 3, 2019

**Agenda Item Number:** Order 26,520

Key Staff Contact: Jeff Rhodes

## *Item Title:*

Order 26,520 - declaring City-owned property at 301-303 Arch Street and 305 Arch Street to be surplus property and declaring the City's intent to donate the properties to the Cumberland Housing Alliance, Inc. for the construction of a single family home

## *Summary:*

The City utilized Allegany County Enhancement Funding to help support the demolition of blighted properties the City had acquired at 301-303 Arch Street and 305 Arch Street. The properties were taken down last month with the intent to transfer the land to Cumberland Housing Alliance, Inc. for the development of a single family home.

After the properties are declared surplus, an Ordinance will be presented to the Mayor and Council to authorize transfer of the properties to Cumberland Housing Alliance, Inc.

## *Issues and Considerations:*

Enter Text Here

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

**Item Attachment Documents:**

Order 26,521 - declaring City-owned property at 349 Davidson Street as surplus property and declaring the City's intent to transfer said property to Venus Starr for the amount of \$500

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

ORDER NO. 26,521

DATE: September 3, 2019

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

**WHEREAS**, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property, together with the improvements thereon, which are known as 349 Davidson Street in Cumberland, MD (hereinafter referred to as the "Property"), the Property being more particularly described in the Land Records of Allegany County, Maryland in Book 2187, Page 493; and

**WHEREAS**, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland;

**IT IS, THEREFORE, ORDERED**, by the Mayor and City Council of Cumberland, that:

1. The Property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and
2. The Mayor and City Council of Cumberland intend to sell the Property to Venus Starr for the amount of Five Hundred Dollars (\$500); and
3. The after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Properties, formal transfer of the Properties to Venus Starr may proceed.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: September 3, 2019

Agenda Item Number: Order 26,521

Key Staff Contact: Jeff Rhodes

## *Item Title:*

Order 26,521 - declaring City-owned property at 349 Davidson Street to be surplus property and declaring the City's intent to transfer the properties to Venus Starr

## *Summary:*

This site is a former blighted property that was demolished and the neighbor, Venus Starr, has been maintaining the lot. Due to the slope of the site, we decided to leave the foundation in the ground to provide support, which diminishes the value of the lot. Staff recommends transferring this property to Ms. Starr for \$500.

## *Issues and Considerations:*

Enter Text Here

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

**Item Attachment Documents:**

Order 26,522 – authorizing the City Administrator to execute a Contract Amendment with EBA Engineering, Inc. to incorporate a wider scope of work for the “Collection Systems Asset Management Project (19-15-M)” for an additional cost not-to-exceed \$67,000 and extending the contract ending date through August 31, 2021; bringing the total cost of the project to \$155,800

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

ORDER NO. 26,522

DATE: September 3, 2019

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

THAT, the City Administrator be and is hereby authorized to execute a Contract Amendment with EBA Engineer, Inc. to incorporate a wider scope of work for the "Collection Systems Asset Management Project (19-15-M)" for an additional cost not-to-exceed Sixty-Seven Thousand Dollars (\$67,000) and extending the contract date through August 31, 2021; bringing the total cost of the project to an amount not-to-exceed One Hundred Fifty-Five Thousand, Eight Hundred Dollars (\$155,800)

---

**Raymond M. Morriss, Mayor**

**Budgeted: 003.330.20100**

	<b>Amount</b>	<b>Time Extension</b>
Original Award	\$70,000	
Amendment No. 1	\$18,800	
Amendment No. 2		Through December 31, 2019
Amendment No. 3	\$67,000	Through August, 2021
<b>Total / End Date</b>	<b>\$155,800</b>	<b>Through August, 2021</b>

# Council Agenda Summary

Meeting Date: September 3, 2019

Agenda Item Number: Order 26,522

Key Staff Contact: Raquel Ketterman, Kim Root

**Item Title:**

Order 26,522 – authorizing the City Administrator to execute a Contract Amendment with EBA Engineering, Inc. to incorporate a wider scope of work for the “Collection Systems Asset Management Project (19-15-M)” for an additional cost not-to-exceed \$67,000 and extending the contract ending date through August 31, 2021; bringing the total cost of the project to \$155,800

**Summary:**

Engineering staff recommends that the City Administer execute the proposed contract amendment to the original Agreement with EBA Engineering, entered into on November 21, 2017, that will add \$67,000 to the current contract and include a time extension through August, 2021, to complete the additional work. This amendment will allow for the conversion of the City’s utility GIS Data to a utility model, implement collector, implement survey 123 and provide on call technical support.

**Issues and Considerations:**

	Amount	Time Extension
Original Award	\$70,000	
Amendment No. 1	\$18,800	
Amendment No. 2		Through December 31, 2019
Amendment No. 3	\$67,000	Through August, 2021
<b>Total / End Date</b>	<b>\$155,800</b>	<b>Through August, 2021</b>

**Fiscal Impact:**

Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.330.20100
Value of award:	\$67,000.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	







EBA Engineering Inc.  
1525 Oregon Pike, Suite 202  
Lancaster, PA 17601-7300

o 717.399.7007  
f 717.399.7015  
w ebaengineering.com

August 7, 2019

Ms. Raquel Ketterman  
Environmental Specialist  
57 N. Liberty Street  
Cumberland, MD 21502

Re: Proposal for Phase 3 – Professional GIS/Asset Management  
Implementation Services

Dear Ms. Ketterman:

Thank you for inviting geographIT, a division of EBA Engineering, Inc., (geographIT) to submit this proposal to continue working with the City of Cumberland (the City) to implement GIS/Asset Management for Public Works through August 2021. This proposal details Phase 3 of the work started under the initial agreement signed by the City on December 8, 2017. Tasks in this proposal include converting the City's GIS water and wastewater data to Esri's ArcGIS geometric network utility data model; implementing Esri's Collector for ArcGIS to support valve, hydrant, and manhole inspection; implementing Survey123 for ArcGIS to track labor, material, and equipment costs for installation, repair, and maintenance of water and wastewater system assets; and providing technical support on an as needed basis. Completing these activities will enable the City to incorporate Esri's industry standard tools, schema, and templates to support inspection and financial accounting of operations and maintenance activities.

Please review the proposal and let me know if you have any questions or require any modifications.

Sincerely,

**EBA Engineering, Inc.**

Bruce E. Stauffer, Vice President  
Geospatial Technologies & Asset Management

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## Phase 3 – Professional GIS/Asset Management Implementation Services

### Introduction

The May 22, 2018 City of Cumberland Asset Management Strategy Report prepared by geographIT, a division of EBA Engineering, Inc., provides a road map of key initiatives that will help the City of Cumberland (the City), to achieve utility asset management goals to meet the requirements of a Consent Decree while improving accuracy of existing asset inventories, implementing standard GIS data collection workflows, and accounting of asset life cycle costs. The first step in meeting this goal is to leverage and expand upon the City's GIS mapping for water, wastewater, and flood control assets. The City's current GIS datasets will provide the foundation for developing and implementing an enterprise GIS environment that simplifies data access, expands the use of GIS by field crews, improves public works and engineering record management collaboration, tracking and situational awareness of work activities, integrates databases and drawings, and improves data accuracy and quality over time. The future enterprise GIS will evolve into an integrated suite of web and mobile applications accessible from wired and cellular broadband networks to look-up the location of customers, fixed assets, maintenance and operations activities, and digital document libraries. GIS/GPS technology will collect accurate locations of utility assets as part of the City's maintenance and repair activities. Collectively, these capabilities will increase data accuracy and completeness by distributing data collection and maintenance to field crews who work on the assets, helping to keep the data accurate and up to date. Access to digital copies of drawings in the field and deployment of web and mobile based applications will reduce the time spent looking up and accessing asset information. It should also enhance communication and collaboration as managers and supervisors become aware of where work activities are scheduled.

The 2018 strategy report identified the following qualitative benefits if the recommendations in the report are followed:

1. Improved data quality by instituting documented standard operating procedures for data collection, data updates, and QA/QC procedures.
2. Improved map accuracy of utility assets by using GPS to map utility assets.
3. Reduced confusion regarding where data are maintained or which are the most recent data by reconciling datasets and implementing formalized centralized database management and maintenance best practices.
4. Simplified and integrated access to digital document libraries by implementing document hyperlinks associated with utility assets and other methods of digital document library integration.
5. Support decision-making of asset useful life and cost of operation through systematic tracking of asset maintenance and repair activities.
6. Improved planning and reporting of field work activities through the implementation of a work activity management solution.

This proposal is to continue to build on the recommendations of the 2018 strategy report and achievements of implementation activities completed during Phases I and II which included:

1. A City of Cumberland Asset Management Strategy Report that provided a road map for implementing GIS centric asset management using the ArcGIS platform.
1. Loaded the Public Works GIS data into an enterprise geodatabase.
2. Configured ArcGIS Online organization and groups for Public Works.
3. Configured and deployed a general purpose utility data viewer that enables field workers to look up information from any location on tablets or smart phones. The viewer includes:
  - a. A print widget to eliminate the need for GIS staff to print maps for work crews.
  - b. A flag map widget that enables work crews to add notes/comments about required map updates rather than relying on paper map mark-ups to communicate where map updates are required.
4. Implemented a nightly script to populate unique asset IDs to the GIS asset records.
5. Implemented Workforce for ArcGIS for both the Water and Sewer groups, enabling supervisors to create work orders and assign location, date, and work crew to a job and monitor the status of the work until the work order is closed.
6. Configured an Operations Dashboard to summarize Workforce for ArcGIS work order activity and status.
7. Installed and trained Public Works CADD and GIS technicians on the ArcGIS for CADD plugin to seamlessly share and update GIS/CADD data.
8. Developed a standard operating procedure (SOP) for administering a versioned database.

## Technical Scope of Services

This proposal is to convert the City's GIS water and wastewater data to Esri's local government utility data model and build a geometric network, implement Esri's Collector for ArcGIS and Operations dashboards to support valve, hydrant, and manhole inspection programs, implement Survey123 for ArcGIS to track labor, material and equipment costs for installation, repair, and maintenance for work orders, and provide technical support on an as needed basis.

### Convert City's Utility GIS Data to the Local Government Utility Model

The City Department of Public Works maintains water and sewer GIS assets in an enterprise geodatabase that reflects a custom utility data model that evolved over the years. The objective of this task is to migrate the City's GIS utility data into the Esri Local Government Information Model (LGIM) for water and wastewater utilities. Implementing this data model will support building a geometric network that can be used to trace upstream/downstream on a gravity flow sewer system, and tracing from a water main leak or break to identify the valves to isolate the

break. This will provide the City a functional utility network data model for the next several years until Esri implements an ArcGIS Online version of its latest Utility Network (UN) model that currently requires ArcGIS Portal implementation.

During the utility data migration task, geographIT will extend the LGIM water and sewer utility schema as needed to maintain the City's existing attribute information not accounted for in the Esri model. The datasets to be migrated in this task include water mains, sewer mains, valves, hydrants, meters, tanks, discharge locations, manholes, pumps, and inlets.

### Approach

The following process will be used to convert the City's GIS data to the LGIM model. We will:

1. Conduct a web meeting with the City to review the water and data to be converted to the LGIM data model, the new schema that will be utilized, and the process to be followed for implementing the model and migrating the City's utility data.
2. Download the LGIM water utility network geodatabase schema.
3. Compare the City's water and sewer GIS utility data (source) content and schema to the equivalent water and sewer feature class and attributes defined in the LGIM database (target dataset).
  - a. Document the source geodatabase feature class names and column names and the equivalent target geodatabase feature classes, subtypes, and column names.
    - i. Source feature classes and columns that are not accounted for in the LGIM model will also be documented. If it is necessary to retain the source data, it will be necessary to extend the LGIM model by adding new feature classes or adding feature attributes to existing LGIM feature classes.
  - b. Document the source columns and domain values to the equivalent target dataset domain name and domain value.
    - i. This task will identify data values that need to be standardized or converted between numeric, date, and string data types to conform to the LGIM database domains.
    - ii. This task will identify and document potential data transformation processing to standardize and transform source data that are not accommodated in the target dataset valid value and numeric range domains, and possible need to add valid values or extend numeric ranges to accommodate the City's data.
4. We will finalize the City's extended LGIM database design to incorporate and standardize the feature classes, feature attributes, and domains identified in the City's source GIS feature classes.

- a. We will create a geodatabase design diagram of the extended LGIM data model for water and sewer, that illustrates the feature classes, relationship classes, and domain values that are proposed for implementation. This will be provided as a large format pdf document.
  - b. The extended LGIM database design diagram and source-to-target data mapping recommendations will be provided to the City for review, and a web meeting will be scheduled to answer questions and receive feedback.
  - c. Once finalized, we will implement the extended LGIM database schema as a feature dataset in the City's enterprise geodatabase.
5. If the migration involves manually intensive processes to reformat, standardize, or normalize the source data to conform to the target database schema, we will prepare Model Builder or Python geo-processing scripts to automate the Extract/Transform/Loading (ETL) processes. Otherwise, out-of-the-box ArcGIS Desktop and ArcCatalog tools will be utilized to copy/paste and load the source data into the City's modified LGIM geodatabase design for water and sewer GIS data.
- a. We are not including any labor to edit the City's GIS data such as adding missing values or scrubbing non-standard data. Likewise, our proposal excludes editing the City's utility data to conform to LGIM geometry/topology rules required to build a LGIM geometric network. If these types of data edits are required, our proposal assumes City staff will perform the required edits to build a topologically error free fully functional network.
6. We will build the City's extended LGIM water and sewer utility feature datasets as geometric networks so that the City can visualize where geometry and topology errors are occurring. We will also train the City's GIS staff on how to interpret the errors, apply appropriate fixes, and rebuild the geometric network.
7. We will perform a thorough QA/QC on the City's data that has been migrated into the extended LGIM feature dataset. The source data and migrated feature geometry will be overlaid to visually inspect for missing features. Feature counts in source and target datasets will be compared. We will correct any geometry and attribute errors introduced through our data migration process.
8. We will publish the utility data as feature services and incorporate them into the City's Data Viewer, dashboard, and Workforce map. All widgets will be tested to confirm they are correctly configured to work with the new feature services.
- a. We anticipate updating four existing web maps to incorporate the new feature services during this task.
9. We will prepare final database design documentation for the City's new utility network database.

- a. We will use ArcGIS Desktop's Metadata Editor to create database documentation for the LGIM's feature dataset's feature classes, subtypes, columns, and domain values.
  - b. If necessary, we will update the geodatabase design diagram pdf document to reflect any modifications to the final LGIM that was implemented.
10. We will review the LGIM geodatabase feature dataset, database design documentation, and metadata with the City via Go-to-Meeting. Questions or concerns will be address prior to completing the task.

### Deliverables

- The City's utility data migrated into an extended LGIM water and sewer data model and loaded in the City's enterprise geodatabase as a feature dataset.
- LGIM feature dataset metadata to document the feature dataset's feature classes, subtypes, columns, and domain values.
- A final LGIM water and sewer feature dataset design diagram in pdf format.
- The City's existing utility feature services will be republished in AGOL from the new database schema.
- The City's existing Data Viewer Operations Dashboard, and Workforce web maps will be republished using the new database schema.

### Implement Collector for ArcGIS to Support Inspection Workflows

During Phase 2 of the GIS implementation for asset management, the City started using Workforce for ArcGIS to create and track work assignments on water and sewer assets. One of the planned work assignments is to begin collecting inspection data for hydrants, valves, and manholes using Collector for ArcGIS. To facilitate this initiative, geographIT will configure and implement inspection tables for hydrants, valves, and manholes. These inspection tables will be relationally linked to their respective assets by the unique Utility Asset IDs that have been assigned to all GIS utility records. All inspection records will store the utility asset ID, date, time, and inspection data. Optionally, an inspection record can include attaching a photograph or video clip to document asset condition. Each time an inspection is performed on the asset, a new inspection record is added in the related table so that an historical record of inspections is maintained about each asset. We will work with the City to define the required inspection record content required for hydrants, valves, and manholes, and then configure and implement the inspection tables for each of the asset classes.

A key consideration for asset inspection workflow is that the assets must exist as part of the asset inventory maintained in the GIS system of record before inspections can be recorded for the assets. The City Public Works Dept. has one GeoExplorer XH 6000 Trimble unit that it uses to accurately map and collect data about above ground assets. Staff are trained to collect the assets, post process the GPS coordinates to apply differential corrections, and then convert the GPS coordinate files into GIS. It is assumed the field GPS data collection workflow for



inventorying assets will continue in parallel with the inspections performed using Collector for ArcGIS. However, *it might be necessary for the City to modify the GPS data collection forms so that the data collected about the asset's physical characteristics conforms to the utility data model schema that is implemented for each asset class in the previous task.*

During the course of inspection, it is likely that assets will be discovered that were not previously acquired via GPS so they will be missing in the GIS inventory. The proposed workflow for adding these assets to the GIS inventory is to create a GPS tracking feature class to track GPS inventory needs, and then train field crews to use Collector for ArcGIS to add a point and categorize it as "Valve GPS Needed", "Hydrant GPS Needed", or "Manhole GPS Needed". By symbolizing these categories, the GIS team will be able to visualize where GPS inventories must be conducted to add missing assets to the GIS system of record. Once the assets have been acquired by GPS and added to the GIS asset inventory, they can be removed from the GPS Tracking feature class and field inspection can begin.

### Approach

1. A web meeting will be held with the City to review and define the inspection data requirements for valves, hydrants, and manholes.
  - a. Define the desired inspection record data that the City wants to maintain about inspections.
  - b. Discuss the frequency that inspections will be performed on each asset, the number of crews simultaneously performing inspections, and number of tablets that will be required to support inspection.
  - c. Discuss the key types of inspection activity tracking, roll up summaries, and infographics to be configured for inspection dashboards.
  - d. Discuss the GPS tracking workflow to flag locations of missing assets that need to be acquired by GPS. Also discuss potential changes to the City's current GPS data collection forms to ensure that future GPS data collection of valves, hydrants, and manholes can easily be added into the GIS inventory.
  - e. Notes of the web meeting will define the requirements for activities performed during this initiative.
2. We will design and implement inspection tables for valves, hydrants, and manholes.
3. We will create relationship classes for the assets to relationally link assets to their respective inspection tables using the asset utility ID. The schema for each asset inspection record will reflect the data that the City wishes to record for each inspection.
4. We will republish valve, hydrant, and manhole feature services to incorporate the new tables.
5. We will implement a new GPS Tracking feature class to track locations where GPS inventory is required to collect a hydrant, valve, or manhole. The feature class will be

symbolized by GPS category, published as a feature service, and added into an ArcGIS Online web map so the Collector for ArcGIS can be used to add locations where GPS is required.

6. We will configure three Operations Dashboards in ArcGIS Online so that supervisors can monitor the status of inspection activities. A separate dashboard will be configured to support each of the three asset inspection programs: valves, hydrants, and manholes.
7. We will prepare user documentation for how to use Collector for ArcGIS in support of inspection workflows to add inspection records and to flag where assets need to be GPSed.
8. We will update database design documentation to reflect inspection tables and relationship classes added.
9. We will provide up to four hours of on-site training to inspection work crews.

#### Deliverables

- Kick-off meeting notes documenting GPS Tracking and Inspection workflows, inspection data requirements, and inspection dashboard requirements.
- Three inspection tables configured and implemented in the enterprise geodatabase, one each for valves, hydrants, and manholes.
- Relationship classes added to the enterprise geodatabase to relationally link inspection records to GIS asset records for valves, hydrants and manholes.
- Collector for ArcGIS Inspection web map and workflows implemented for valves, hydrants, and manholes.
- GPS Tracking feature class implemented and symbolized to identify missing asset inventories that need to be GPSed.
- Collector for ArcGIS web map and workflow for identifying missing valves, hydrants, and manholes during inspection.
- Three operations dashboards: one each for valves, hydrants, and manholes.
- User and technical documentation.
- Four hours of on-site training on Collector for ArcGIS and associated workflows.

#### Implement Survey 123 for ArcGIS Workflow to Track Asset Work Order Expenditures

One of the goals of asset management is to track the life cycle cost for an asset maintenance and repair over time in order to track where expenditures are being spent in the field and identify “problem assets” that have recurring costs exceeding normal thresholds for asset life expectancy. By tracking date installed, current condition (which is determined during inspection), and cost expenditures over time, it should be possible to determine when assets should be replaced rather than continuously repaired. Mapping condition and repair costs for assets might reveal geographic patterns where reconstruction of a section of the utility system

might be warranted. This can lead to evidence-based justification for budgeting for capital improvements.

The workflow to track asset related expenditures in the GIS over time has several data requirements and expected best management practices:

- Each asset must be assigned a unique asset ID when it is first installed. When the asset is replaced, the new asset is assigned a new unique asset ID. The City's approach has been to add an incremental alpha character to the end of a numeric asset number when an asset is replaced, so the numeric part of the asset ID is constant, but the sequentially increasing alpha suffix keeps the asset ID unique. During Phase 2, geographIT automated the assignment of unique asset IDs to all the assets in the enterprise geodatabase.
- All operations, maintenance, and repair activities performed on the asset must reference that unique asset ID.
- A Workforce for ArcGIS work order must be created for an asset prior to utilizing Survey123 to account for labor, material, and equipment costs expended on the work order.
- A separate Workforce work order will be opened for each asset in order to account for the labor, material, and equipment costs associated with an asset.
- Work related expenditures for labor, equipment, material performed on the asset must reference the appropriate budget line item from the City's New World ERP financial system. This enables summing asset costs by year according to the City's annual budget.
- Integrating Survey 123 for ArcGIS cost accounting with the Workforce for ArcGIS work orders enables tracking asset ID, work location, date/time, assigned work crew, and labor, equipment, material costs associated with the work order.
- Labor, equipment, and material costs associated with the work order will be entered once the job is completed. Daily entry of resources used during the life of the project is not supported through this workflow.
- Labor rates per labor category, per unit cost of material, and per hour cost for equipment operation must be annually updated in GIS look-up tables, at the start of each fiscal year, in order to ensure labor, material, and equipment cost calculations are accurate.
- If the City wishes to maintain a running balance remaining between New World ERP account budgets and actual charges by work order, then the New World ERP budgets for each account number must be annually updated in GIS, at the start of each fiscal year. One or two way data integration between New World ERP and GIS are not included in our proposal.

The following work order types have been configured in Workforce for ArcGIS and are candidates for implementing cost accounting for associated work orders:

Water:

- Contractor Work
- Flushing
- Hydrant Maintenance/Repair
- Inclement Weather Work
- Leaks
- Misc Tasks
- Move Meter Outside
- New Tap
- Replacement – Hydrant
- Replacement – Main
- Replacement – Valve
- Valve Exercising

Sewer/Storm:

- 811 Work
- CCTV Work
- Contractor Work
- Flushing
- Inspection – Catch Basin
- Inspection – Overflow/CSO
- Misc Tasks
- Repair/Replace – Catch Basin
- Repair/Replace – Manhole
- Repair/Replace – Pump Station
- Vac Truck Work

### Approach

1. An on-site meeting will be held with the City to review and define the asset life cycle expenditure tracking requirements for installation, maintenance, and repair of assets. We will:
  - a. Review the annual budget account numbers associated with asset related installation, maintenance, and repair, and map the relevant account numbers to the work order types that have been configured in Workforce for ArcGIS. Identify if there are water or sewer related work order categories that do not match to a New World ERP account.
  - b. Discuss the types of data that need to be entered by work crews in the field to provide the financial data for reporting expenditures against the annual budget. Examples might include hours worked by labor category, material quantity, and equipment used.
  - c. Review best available source(s) to obtain annual labor rates by labor category, annual material costs by material type and quantity, and hourly equipment charges by equipment type in order to calculate asset related expenditures from the quantities entered by field crews.
  - d. Define unit costs for all relevant labor categories, material types, and equipment types related to the work order categories being implemented.
  - e. Review how asset level cost accounting is currently maintained, reported, and reconciled against the City's New World ERP financial system.
  - f. Discuss how the City wants to report and map asset related expenditures. For the sake of budgeting, we have included configuring an Operations Dashboard to

- summarize asset costs against budgets and implementing a script to summarize and export a csv format file containing total annual expenditures by City's annual budget numbers.
- g. Notes of the web meeting will define the requirements for activities performed during this initiative.
2. We will design and implement a number of tables in the enterprise GIS geodatabase to store financial data used for work order and asset cost accounting:
    - a. New World ERP accounts table to store relevant New World ERP account numbers associated with work orders. Optionally, the table might also store the annual budgets for each New World ERP account in order to maintain a running balance remaining for each New World ERP account. If the option is implemented, the annual budget amounts will need to be updated annually.
    - b. Look-up tables to store hourly labor rates by labor categories, unit cost of material by material type, and unit cost for equipment by equipment type. These will need to be manually refreshed each fiscal year in order to calculate accurate costs.
    - c. A Resource table to store units of labor, material, and equipment charged to each work order and New World ERP account number. These resource units will be entered using the Survey123 data entry form.
    - d. Expand the work order table schema to store the New World ERP account number, labor cost, material cost, and equipment cost that will be calculated and totaled from the Resource Usage table.
  3. We will request and obtain csv files from the City to populate the New World ERP account numbers and budgeted amount, and look-up rate/unit cost tables from New World ERP or Engineering spreadsheets.
  4. We will configure a Survey123 for ArcGIS data entry form for work crews to enter work order number, total hours by labor category, units of material by material type, and equipment hours by equipment type. This data will be entered once, after the job is completed.
  5. We will develop a custom script that automatically calculates total labor, total material, and total equipment costs for each work order/job number from the Resource Usage table. The script output will be stored in the extended work order table.
  6. We will develop a custom script to sum total labor, material, and equipment expenditures to date by New World ERP account number for completed work orders and convert to a csv format file.
  7. We will configure one Operations Dashboards in ArcGIS Online so that City engineers and managers can monitor the status of work order expenditures against the annual budgets.

8. We will prepare user documentation for how to use Workforce for ArcGIS and Survey123 for ArcGIS to enter resource usage and New World ERP account codes for work orders. The documentation will also describe the overall workflow for maintaining the various budget and look-up tables to ensure the annual work order expenditure accounting is reported accurately.
9. We will prepare technical database documentation to define table schema and content, relationship classes, and back end scripts that automate expenditure calculations and csv file report outputs.
10. We will provide up to four hours of on-site training to foremen who create work orders, administrators who maintain the financial tables, and managers who utilize the Operations Dashboard and csv format asset expenditure report.

#### Deliverables

- Kick-off meeting notes documenting asset cost accounting workflows, data requirements, data sources, and csv and dashboard reporting requirements.
- A New World ERP accounts table added to the enterprise geodatabase for accounts matching to one or more work orders. Optionally, the table could store annual budgets for each code.
- Look-up tables to store labor rates by labor categories, unit cost of material by material type, and unit cost for equipment by equipment type.
- Work order table extended to store New World ERP account number, labor cost, material cost, and equipment cost.
- Resource Usage table to store the unit quantities associated with work orders.
- Survey123 for ArcGIS form designed and implemented to enter account number and resource usage for a work order.
- Custom script to automatically calculate total labor, total material, and total equipment costs for each work order/job number.
- Custom script to sum total annual work order/job number labor, material, and equipment expenditures by New World ERP account number and convert to a csv format file.
- One Operations Dashboards configured to summarize work order expenditures against the annual budgets.
- User and technical documentation.
- Four hours of on-site training on Survey123 for ArcGIS data entry form and associated administrative workflows for maintaining annual expenditure tracking tables in the enterprise geodatabase.



## On-Call Ad Hoc Technical Support

The City occasionally requires geographIT's assistance with a variety of ad hoc miscellaneous requests that arise which are not included in the scope of work defined above. Examples include technical trouble shooting the ArcGIS Server environment, responding to "how do I" questions, or providing consulting advice that is not directly related to our defined scope of work. Ad hoc support will be provided throughout the term of this agreement until the line item budget has been depleted.

### Approach

The following approach will be used for providing the City with ad hoc support requests:

1. The City will initiate phone or email requests for assistance on an as-needed basis. To manage and coordinate such ad hoc requests, all requests should be submitted to Joe DeLuca GISP, geographIT's Project Manager.
2. Mr. DeLuca will assign staff who are best suited to respond to the request. Time spent responding to the request will be charged by half hour intervals.

### Deliverables

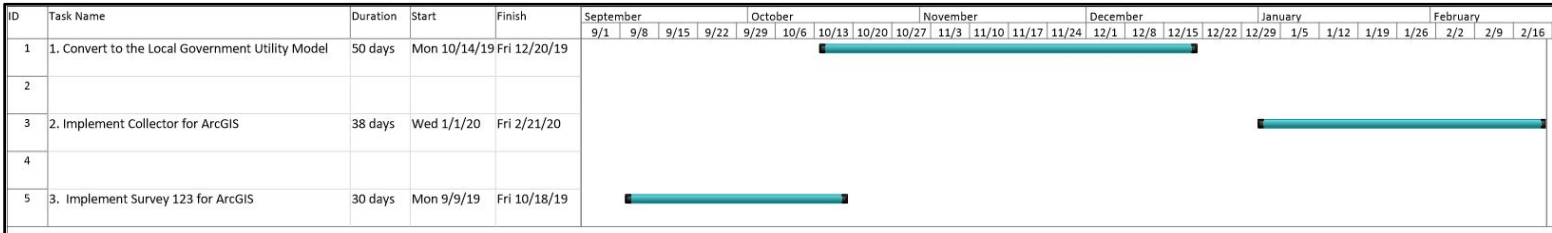
- Support in response to ad hoc requests initiated by the City.





## Schedule

The term of this contract is assumed to be 24 months, commencing September 1, 2019 and terminating August 31, 2021. The Gantt chart below assumes activities begin in September 2019. It is anticipated the majority of tasks described in this proposal will be completed within 12 months of when both parties have signed the professional services agreement.



## Budget

The activities as identified in the Scope of Services will be performed on an hourly time and material basis with a not-to-exceed cap as shown in Table 1.

**Table 1 – Professional Service Line Item Budget by Initiative**

Tasks	Budget
Convert City’s Utility GIS Data to the Local Government Utility Model	\$17,170
Implement Collector for ArcGIS to Support Inspection Workflows	\$16,980
Implement Survey 123 for ArcGIS to Track Work Order Expenditures	\$ 28,430
On-call Ad Hoc Technical Support	\$ 4,420
<b>Total:</b>	<b>\$67,000</b>

Hourly billing rates shown in Table 2 below will be used when calculating invoices. Time is charged per ½ hour responding to requests.

**Table 2 – Hourly Labor Rates by Labor Category**

Labor Category	Hourly Rate
Project Manager	\$148.00
Sr. GIS Analyst	\$125.00
GIS Analyst	\$88.00
GIS Technician	\$65.00





EBA Engineering Inc.

Invoices will be issued based on actual hours worked by assigned labor category each month. Travel costs receipts for mileage, tolls, meals, lodging and parking will be attached to the invoices, and travel time will be charged for travel one-way. Mileage will be invoiced according to the General Services Administration approved rate. Invoices shall be paid within 30 days of invoice date.



## Proposal Authorization

To accept the technical scope of services, budget, and schedule of this Proposal and to authorize EBA Engineering, Inc. to proceed with the services, please have an authorized representative of the City of Cumberland, MD sign the agreement and return it to EBA Engineering, Inc. Receipt of the signed authorization indicates the City of Cumberland, MD has approved this proposal and serves as a notice to proceed with the professional services. The Terms and Conditions as defined in the Professional Services Agreement signed by City on December 8, 2017 shall be extended through August 31, 2021 and will apply to the professional services performed under this Proposal.

The undersigned, representing EBA Engineering, Inc. and the City of Cumberland, MD have reviewed and accept the scope of services, budget and schedule for this task order.

### On Behalf of the City of Cumberland, Maryland (Client)

By: \_\_\_\_\_

\_\_\_\_\_

Date

### On Behalf of EBA Engineering, Inc. (Consultant)

By: \_\_\_\_\_

August 29, 2019

Bruce E. Stauffer, Vice President

Date

Geospatial Technology and Asset Management Division

**Item Attachment Documents:**

Order 26,523 - authorizing execution of an Access Agreement with Allegany Junction Limited Partnership to set forth terms by which Allegany Junction may enter upon City-owned properties at the former Eastside School Site to conduct testing and inspections to assist in making a determination as to whether to make an offer to purchase said properties

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

ORDER NO. 26,523

DATE: September 3, 2019

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

THAT, the Mayor be and is hereby authorized to execute an Access Agreement by and between the Mayor and City Council of Cumberland and Allegany Junction Limited Partnership to set forth terms by which Allegany Junction may enter upon City-owned properties at the former Eastside School Site to allow Allegany Junction to conduct testing and inspections to assist in making a determination as to whether to make an offer to purchase said property.

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**Raymond M. Morriss, Mayor**

## ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of August, 2019 by and between the Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation, and Allegany Junction Limited Partnership ("Allegany Junction"), a Maryland limited partnership.

### RECITALS:

**WHEREAS**, the City owns the land described in the Exhibit A attached hereto and made a part hereof (the "Property");

**WHEREAS**, Allegany Junction is considering developing the Property;

**WHEREAS**, Allegany Junction has requested that the City allow it to enter upon the Property for the purpose of conducting certain testing and inspections that will assist it in making a determination as to whether to make an offer to purchase the Property; and

**WHEREAS**, the City had agreed to permit Allegany Junction to access the Property for the said purposes subject to the terms and conditions set forth hereinafter.

### WITNESSETH:

**NOW THEREFORE**, in consideration of the covenants and agreements made herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.
2. **Right of Entry.** Allegany Junction and its designees shall have the right to enter the Property during normal business hours from the date of this Agreement through 12/31/, 2019 (unless this Agreement is extended or terminated prior to that date) or the date the parties enter into a contract of sale for the Property, whichever is first to occur, to conduct inspections, environmental tests, soil tests, or any other testing and inspections Allegany Junction reasonably deems necessary to assist it in making a determination as to whether to make an offer to purchase the Property. Allegany Junction shall be solely responsible for all costs and expenses associated the aforesaid testing and inspections. No prior permission or notice shall be required for Allegany Junction and its designees to enter onto the Property to conduct such testing and

inspection. It is understood that a contract of sale may allow for further testing and inspections.

3. **Indemnification.** Allegany Junction will indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, representatives, agents and employees harmless from any claims, damages, losses, expenses, causes of action and liabilities of every kind and nature (including, but not limited to, reasonable attorneys' fees, court costs and expenses) incurred by, or asserted or imposed against the City, its officers, officials, representatives, agents or employees, or any of them, by reason of any claim arising out of, as a result of, or as an incident to Allegany Junction's activities on the Property.

4. **Insurance Requirements.**

A. **Coverages.** Allegany Junction shall purchase and maintain such insurance as is appropriate for the testing and inspections being performed under the terms of this Agreement as will provide protection from claims set forth below which may arise out of, a result, or as an incident to Allegany Junction's performance of the said testing and inspections regardless of whether they are to be performed by Allegany Junction, its agents, employees, subcontractors or by anyone directly or indirectly employed by any of them to perform any of the aforesaid testing or inspections, or by anyone for whose acts any of them may be liable:

- (i) claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of the aforementioned individuals;
- (iii) claims for damages because of bodily injury, sickness or disease, or death of any person other than those identified in subsection (ii) above;
- (iv) claims for damages insured by reasonably available personal injury liability coverage which are sustained:
  - a. by any person as a result of an offense directly or indirectly related to the employment of Allegany Junction, or
  - b. by any other person for any other reason;

- (v) claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- (vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

**B. Policy Limits; Endorsements.** Allegany Junction shall provide coverage for not less than the following amounts, with the City named as an additional insured and with an endorsement requiring that the City be notified no less than ten (10) days in advance of the cancellation or non-renewal of such coverages:

**Public Liability (Bodily Injury):**

Each person \$1,000,000

Each occurrence \$2,000,000

**Public Liability (Property Damage):**

Each occurrence \$2,000,000

**Automobile (Bodily Injury):**

Each person \$1,000,000

Each accident \$1,000,000

**Automobile (Property Damage):**

Each accident \$1,000,000

**Worker's Compensation:**

In accordance with the requirements of the Federal, State, and Local laws for the protection of all persons working on or in connection with the project.

5. **Non-Exclusivity.** The rights granted herein are not exclusive. The City shall have the right to allow other parties to enter upon the Property for the purpose of conducting inspections and testing on the Property. It is further understood that the City has no obligations to Allegany Junction, express or implied, other than those expressly set forth in this Agreement.
6. **Restoration of Property.** Allegany Junction shall restore the physical condition of the Property, insofar as it was disturbed as a result of the rights herein granted, to as good of a condition as existed prior to such entry or better.

7. **Termination of Agreement.** The City may terminate this Agreement at any time and for any reason or no reason at all on the condition that it provide at least ten (10) calendar days advance notice, except in the event of an emergency, in which even it may cancel this Agreement immediately. Allegany Junction may terminate this Agreement at any time and for any reason or no reason at all, by providing the City with written notice of the termination. Sections 3 and 6 of this Agreement shall survive its expiration or earlier termination.
8. **Assignability.** This Agreement may not be assigned without the City's written consent, which may be withheld for any reason or no reason at all.
9. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.
10. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.
11. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. All actions arising out of, as a result of or as an incident to this Agreement shall be commenced and maintained in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced and/or maintained in an inconvenient forum or one that lacks proper venue.
12. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.
13. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.
14. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES**



**TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.**

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
16. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes the other to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

IN WITNESS WHEREOF, the City and Allegany Junction have caused this Agreement to be executed as of the date and year first above written.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

BY: \_\_\_\_\_  
**Raymond M. Morris, Mayor**

**ALLEGANY JUNCTION  
LIMITED PARTNERSHIP**

By:  \_\_\_\_\_  
signature

DAVID COOPER, JR. MANAGING MEMBER  
printed name and title OF GP

## EXHIBIT A

That parcel of real estate lying and being in Election District 22 and 35, Allegany County, Maryland and more particularly described as follows:

### PARCEL ONE

LOT NO. 121: BEGINNING at the intersection of the east side of East Street with the south side of Reynolds Street, said intersection also being at the end of forty feet on a line drawn south, 88 degrees 54 minutes East from the end of the first line of Lot No. 120, and running thence with the south side of Reynolds Street, South 88 degrees 54 minutes East 40 feet, thence South 1 degree and 6 minutes West 150 feet to a 10 foot alley; thence with the north side of said alley, North 88 degrees 54 minutes West 40 feet to East Street, thence with the east side of East Street, North 1 degree 6 minutes East 150 feet to the place of beginning.

LOT NO. 122: BEGINNING at the end of the first line of Lot No. 121, and running thence with the south side of Reynolds Street, South 88 degrees 54 minutes East 40 feet; thence South 1 degree 6 minutes West 150 to a 10 foot alley; thence with the north side of said alley, North 88 degrees 54 minutes West 40 feet to the end of the second line of Lot No. 121, thence reversing said second line, North 1 degree 6 minutes East 150 feet to the place of beginning.

LOT No. 123: BEGINNING at the end of the first line of Lot No. 122, and running thence with the south side of Reynolds Street, South 88 degrees 54 minutes East 73.1 feet to the end of 40.6 feet on a line drawn South 10 degrees 55 minutes West from the end of the first line of Lot No. 109, and running thence South 10 degrees 55 minutes West 152.2 feet to a 10 foot alley, thence with the north side of said alley, North 88 degrees and 54 minutes West 47.2 feet to the end of the second line of Lot No. 122, then reversing said second line, North 1 degree and 6 minutes East 150 feet to the place of beginning.

### PARCEL TWO

ALL those lots or parcels of land situated in The Cumberland Improvement Company's Eastern Addition to the City of Cumberland, Allegany County, Maryland known and designated as follows:

Lots Nos. 31, 32, 33, 34, and 35 on Marion Street

Lots Nos. 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, and 82 on Central Avenue Lots Nos. 131, 132, 136, 137 and 138 on East Street

ALSO all that parcel of land being bounded and surrounded in part by the lots above described and being outlined in red and marked "A" on a plat of The Cumberland Improvement Company's Eastern Addition to Cumberland and recorded in the Plat Records of Allegany County. The above numbered lots are also shown on said plat.

### PARCEL THREE

ALL that lot or parcel of ground situated on the Northwestern side of Central Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 84 in The Cumberland Improvement Company's Eastern Addition to said city, and more particularly described as flows, to- wit:

BEGINNING for the same on the Southeast side of a fourteen foot alley, lying Northwesternly of Central Avenue at the end of the first line of Lot No. 83 in said Addition, and running thence with the Southeasterly side of said fourteen foot alley, North 40 degrees East 40 feet, thence South 50 degrees East 100 feet to Central Avenue, thence with the Northwesternly side of Central Avenue, South 40 degrees West 40 feet to the end of the second line of Lot No. 83; thence reversing said second line, North 50 degrees West 100 feet to the place of beginning.

### PARCEL FOUR

ALL that lot or parcel of ground situated on the Northwesternly side of Central Avenue, in the City of Cumberland, Maryland, known and designated as Lot No. 83 in Cumberland Improvement Company's Eastern Addition to said City, and more particularly described as follows, to-wit:

BEGINNING for the same on the Southeast side of a fourteen foot alley, lying Northwesternly of Central Avenue at the end of the first line of Lot No. 82, in said Addition, and running thence with the Southeasterly side of said fourteen foot alley, North 40 degrees East 40 feet, thence South 50 degrees East 100 feet to Central Avenue, thence with the Northwesternly side of said Avenue, South 40 degrees West 40 feet to the end of the second line of Lot No. 82, thence reversing said second line, North 50 degrees West 100 feet to the place beginning.

### PARCEL FIVE

ALL that lot or parcel of ground situated on the Northwest side of Central Avenue, in the City of Cumberland, Maryland, known as Lot No. 85, in the Cumberland Improvement Company's Eastern Addition and more particularly described as follows:

BEGINNING for the same on the Southeasterly side of a fourteen foot alley, lying Northwesternly of Central Avenue at the end of the first line of Lot No. 84, in said Addition, and running thence with Southeasterly side of said fourteen foot alley, North 39 degrees 58 minutes East 40 feet, then South 50 degrees 2 minutes East 100 feet to Central Avenue, thence with the West side of said Avenue, South 39 degrees 58 minutes West 40 feet to the end of the second line of Lot No. 84, thence reversing said second line, North 50 degrees 2 minutes West 100 feet to the place of beginning.

### PARCEL SIX

ALL those parcels of real estate known and designated as part of Lot No. 133 and all Lots Nos. 134 and 135 of the Cumberland Improvement Company's Eastern Addition to Cumberland, which said parcels of real estate are located on the Westerly side of East Street in the City of Cumberland, Allegany County, Maryland.

#### PARCELSEVEN

ALL those lots, pieces or parcels of ground situate, lying and being on the Easterly side of East Street in the City of Cumberland, Allegany County, Maryland, and being known and designated as part of Lot No. 128 and the whole of Lots Nos. 129 and 130 in the Cumberland Improvement Company's Eastern Addition to Cumberland.

#### PARCEL EIGHT

ALL those lots or parcels of land situate, lying and being on the Westerly side of East Street in the City of Cumberland, Allegany County, Maryland, which are known and designated as Lots Nos. 118, 119, 120 and part of Lot No. 133 of the Cumberland Improvement Company's Eastern Addition to Cumberland, which properties were conveyed to the said Ralph D. Hampson, et ux, by the following two deeds: From Mary Hartsock dated October 28, 1952 and recorded in Liber 235 folio 316, Allegany County Land Records, and from Clyde Wullison, et ux, to the said Ralph D. Hampson, et ux, by deed dated April 18, 1953 and recorded in Liber 249 folio 182, reference to which deeds is hereby made for a more particular description of the properties hereby conveyed.

Excepting therefrom that part of said Lots 118, 119, and 120 which were conveyed by Eli W. Dawson and Lucy A. Dawson, his wife, to the Trustees of the Melvin Chapel Church by deed dated March 6, 1917, and recorded in Liber 121, folio 153, of said Allegany County Land Records, which is more particularly described as follows:

Beginning for the same at the original beginning of lot No. 118, it being at the intersection of the South side of Reynolds Street with the East side of a 14 foot alley, and running thence with the first lines of said lots Nos. 118, 119 and 120, and with the South side of Reynolds Street South 88 degrees 54 minutes East 120 feet to the west side of East Street, and to the end of the first line of said lot No. 120 and running thence with the West side of East Street and with part of the second line of the said lot No. 120 South 1 degree .06 minutes, West 97 feet, then with the line parallel to and distant 97 feet from the South side of Reynolds Street and across lots Nos. 120, 119 and 118, North 88 degrees 54 minutes West 120 feet to the East side of a 14 foot alley, then with the fourth line of said lot No. 118 and with the East side of said 14 foot alley, and with said fourth line North 1 degree .06 minutes East 97 feet to the place of beginning.

#### PARCEL NINE A

BEGINNING for the first at a point in the northwesterly right of way line and right of way line of through highway of the Cumberland Thruway Southwest Ramp, leading from the Viaduct to Hancock, said point of beginning being the intersection of the aforesaid northwesterly right of way line and right of way line of through highway (Cumberland Thruway - Southwest Ramp)

and the second or North 69 degrees 16 minutes West 119.4 foot line of a line of a deed from William B. Nies and Core M. Nies, his wife to the State of Maryland, to the use of the State Roads Commission of Maryland, recorded August 30, 1957 in Liber 292 folio 173, Allegany County Land Records.

SAID point of beginning being situated 98 feet measured radially to the left of station 02 + 60± of the base line of right of way (Cumberland Thruway - Southwest Ramp), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 41542 (revised 12/22/75), running thence and binding thereon along the aforesaid northwesterly right of way line and right of way line of through highway (Cumberland Thruway) the following two directions and distance viz.: in a southerly direction 12 feet, more or less thence in a southwesterly direction 31 feet more or less to intersect the first or South 88 degrees 54 minutes East 139.63 foot line of the aforementioned deed, running thence and binding thereon reversed in a northwesterly direction 32 feet more or less to intersect the fourth or south 01 degree 06 minutes West 40 foot line of the aforementioned deed, running thence and binding thereon reversed in a northeasterly direction 40 more or less to intersect the third or North 89 degrees 54 minutes West 27.5 feet line of the aforementioned deed. said third line also being the southerly margin of an alley, running thence and binding thereon reversed, in a southeasterly direction 28 feet more or less, to intersect the aforesaid second or North 69 degrees 16 minutes West 119.4 feet line of the aforementioned deed, said second line also being the southwesterly margin of the aforesaid alley, running thence and binding thereon reversed, in a southeasterly direction 8 feet more or less to the place of beginning, containing 0.30 of an acre, more or less and being designated as Parcel I on the State Road Commission of Maryland's plat numbered 41542.

#### PARCEL NINE B

BEGINNING for the second at a point in the northwesterly right of way line and right of way line of through highway of the Cumberland Thruway - Southwest Ramp, leading from the Viaduct to Hancock, said point of beginning being the intersection of the aforesaid northwesterly right of way line and right of way line of through highway (Cumberland Thruway - Southwest Ramp) and the first or South 69 degrees 16 minutes East 65.95 foot line of a deed from Charles H. Sturtz, Jr., et ux, et al, to the State of Maryland, to the use of the State Roads Commission of Maryland, recorded September 28, 1960 in Liber 326 folio 416, Allegany County Land Records.

SAID point of beginning being situated 95 feet measured radially to the left of station 04+35+ of the base line of right of way (Cumberland Thruway - Southwest Ramp) as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 41542 (revised 12/22/75); running thence and binding along the aforesaid northwesterly right of way line and right of way line of through highway (Cumberland Thruway - Southwest Ramp) in a southwesterly direction 159, more or less feet to intersect the third or North 69 degrees 16 minutes West 40 foot line of the aforementioned deed, said third line also being the northeasterly margin of an alley, running thence and binding herein in a northwesterly direction 3 feet more or less to intersect the fourth or North 10 degrees 55 minutes East 152.2 foot line of the aforementioned deed, running thence and binding thereon in a northeasterly direction 152 feet more or less to intersect the aforesaid first or South 69 degrees 16 minutes East 65.95 foot line of the aforementioned deed, said first line also being the southwesterly margin of Reynolds Street

running thence and binding thereon in a southeasterly. direction 66 feet, more or less to the place of beginning, containing 0.12 of an acre, more or less and being designated as Parcel 2 on the State Roads Commission of Maryland Plat numbered 41542.

ALL OF THE ABOVE-DESCRIBED PARCELS being the same conveyed to the Mayor and City Council of Cumberland by deed from Potomac Economic Development & Housing Corporation dated August 20, 2014 and filed for record in Book 2078, page 182 in the Allegany County Land Records.