



# 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

Regular Meeting  
City Hall Council Chambers

DATE: October 01, 2019

### OPEN SESSION - 6:15 p.m.

#### Pledge of Allegiance

#### Roll Call

#### Mayor and Council Update

1. Update from Mayor Morriss on the status of the West Side Bridges

#### Director's Reports

##### (A) Public Works

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

##### (B) Police

[Police](#) Department monthly report for August, 2019

#### Approval of Minutes

- [1.](#) Approval of the Work Session and Executive Session Minutes of July 9, 2019

#### Unfinished Business

##### (A) Ordinances

- [1.](#) Ordinance 3859 (*2nd and 3rd readings*) - authorizing terms for the conveyance of 349 Davidson Street to Venus Starr and authorizing execution of a deed to effect the transfer

#### New Business

##### (A) Ordinances

[Ordinance](#) 3860 (*1st reading*) - to amend Chapter 25 of the City Code to include regulations pertaining to small cell technology in public rights-of-way and to amend the Use Regulations Table accordingly

**(B) Orders (Consent Agenda)**

[Order](#) 26,532 - authorizing the Chief of Police to accept a FY20 MCSS School Safety Traffic Safety Grant in the amount of \$10,640 to support police overtime in monitoring school bus routes and deterring unsafe traffic behavior

[Order](#) 26,533 - authorizing the Chief of Police to accept a FY20 Maryland Highway Safety Office (MHSO) Traffic Safety Grant in the amount of \$3000 for police overtime support concentrating on distracted driving and DUI enforcement for the project period 10/1/19 - 9/30/20

[Order](#) 26,534 - accepting the proposal of FESCO Emergency Sales, provided through the H-GAC Cooperative Purchasing Program (Bid No. AM10-18), to remount the 2011 Horton Model 603 Ambulance on a 2020 Ford F-550 4x4 Cab and Chassis per Selected Feature List 15174 dated September 23, 2019, for a total delivered price of \$178,375

[Order](#) 26,535 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Ruth Clark pertaining to 308 Woodside Drive has been fully paid and satisfied

[Order](#) 26,536 - authorizing Special Taxing District residential exemptions for the 2019/2020 tax year for properties 49-59 North Centre Street (\$964.33) and 101 South Centre Street (\$171.34)

[Order](#) 26,537 - accepting the proposal from McNees Wallace & Nurick LLC to provide legal services to the City to address matters before the PA Public Utility Commission and the PA Department of Environmental Protection, and authorizing execution of documentation to formalize acceptance of the proposal

[Order](#) 26,538 - amending Order No. 26,425 to increase the time frame and designated area to be subject to Section 11-113 of the City Code, entitled "Open Containers of Alcohol," to accommodate events in the downtown on October 12, 2019, notwithstanding that open glass containers shall not be permitted; the extended area shall include an additional portion of Baltimore Street and an additional portion of Centre Street, and the time frame shall be from 11:00 AM through 9:00 PM

[Order](#) 26,539 - lifting the provisions of Section 11-113 of the Code, entitled "Open Containers of Alcohol," on Saturday, October 5, 2019, from 4 PM until 2 AM, on Pershing Street from Mechanic Street to the parking lot at Merchants Alley, to accommodate the 10th year anniversary celebration for Niner's Canal Pub, notwithstanding that open glass containers shall not be permitted

[Order](#) 26,540 - accepting the sole source proposal from Safe Slide Restoration to resurface the large blue slide at Constitution Park with Gel Coat in the amount not to exceed \$25,400

[Order](#) 26,541 - accepting the sole source proposal from Flowbird Urban Intelligence to provide four (4) parking kiosks for the Center City and Frederick St. Parking Garages and one (1) "Pay & Display" parking meter for Lot No. 1 in the amount not to exceed \$35,351.60

**Public Comments**

All public comments are limited to 5 minutes per person

**Adjournment**

**Item Attachment Documents:**

Central Services monthly report for August, 2019



## **Central Services – August 2019**

- **City Hall:** Repaired globe light at bottom of stairs. Replaced LEDs that were burn out. Repaired leaking A/C coil in Atrium air handling unit. Installed three new panic buttons. Cleaned up from clogged sewer line outside that back up into the basement. Fixed tile on porch on Liberty side.
- **Municipal Service Center:** Cleaned rain gutters and cut trees back over hanging roof back side of building. Replaced lose truss on street sweeper dump area. Replaced power supply on 16 channel security camera system.
- **Public Safety Building:** Replaced filter in the three main air handlers. Replaced main gate operator. Replaced LEDs that were burned out. Installed last four shower heads that were on back order. Pulled new data cat 6e cable to engineering office area. Replaced broken floor tile in command room of Fire department. Replaced stage one condenser fan motor on Chiller. Made repairs to shooting range for the police department. Buzzer in lobby on police department side stopped working. Replace emergency lights in bathroom of fire department.
- **Fire Stations #2:** Repaired blower fan on lounge A/C unit. Repaired garage door spring and cables.
- **Park Pool & Parks & Rec.:** Repaired roof at lower bath house Mason Rec complex and dry wall from water leak (wind damage). Worked on lights at two ball fields Mason Rec. complex(Replaced one bad contactor in control panel and ten fuses on poles)
- **Downtown Area & Mall:** Repairing conduit and outlets at George St. Parking Garage level 1.
- **Traffic and Street Lights:** Traffic cabinet maintenance (Clean equipment, replace filters). Marked street lights to be repaired by Potomac Edison. Traffic light on Greene St and Water St in flash. Started work on traffic lights (Realigning heads from wind, removing bees nests from light head shades).
- Load tested generators. August 29, 2019
- Monthly Safety Meeting – August 10, 2019

**Item Attachment Documents:**

Police Department monthly report for August, 2019



# **City of Cumberland Department of Police**

**Monthly Report**  
**August 2019**



# City of Cumberland Department of Police

## Monthly Report

### August 2019

#### Part 1 Crimes for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Aggravated Assaults	7	17	B & E (All)	28	29	Murder	0	0	Rape	1	0
Robbery	3	1	Theft - Felony	0	7	Theft - Vehicle	4	2			

#### Selected Criminal Complaints for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Theft - Misdemeanor	31	25	Theft - Petty	39	38	Domestic Assaults	35	34	CDS	67	52
Disturbances	177	162	DOP/Vandalism	36	22	Indecent Exposure	3	2	Sex Off - Other	2	5
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	3	0
Trespassing	17	16	Assault on Police	0	2	Assault Other	46	37			

#### Selected Miscellaneous Incidents for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Alcohol Violations	2	19	Juvenile Compl.	22	25	Missing Persons	12	7	School Resource	22	20
School Threat	0	0	Sex Off. Regist.	6	11	Truancy	0	0	Death Investigation	7	5

#### Selected Traffic Incidents for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
DWI	9	14	Hit & Run	16	16	M/V Crash	69	67	Traffic Stop	417	444

#### Selected Service Calls for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Alarms	62	51	Assist Motorist	37	30	Check Well-Being	93	106	Foot Patrol	26	92
Assist Other Agency	70	81	Bike Patrol	1	41	Special Events	12	17	Suspicious Activity	111	86

#### Arrests Totals for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
M/V Citations	43	63	M/V Warnings	363	365	Adult Arrests	162	169	Juvenile Criminal	21	10

**Total Incidents Reported :**

<b>2018</b>	<b>2019</b>
<b>2,222</b>	<b>2,370</b>

  
**Charles Hinnant - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

AUGUST 2019

### SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	0 officers
Military leave	2 officers

### CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time **
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	1 part time
Code Enforcement	3 part time

\* = Grant funded

\*\* = Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 1026 HOURS

YEAR TO DATE (beginning 7/1/19): 2213 HOURS

COMP TIME USED: 199 HOURS

YEAR TO DATE (beginning 7/1/19): 403 HOURS

SICK TIME USED: 108 HOURS

YEAR TO DATE (beginning 7/1/19): 295 HOURS

### OVERTIME REPORT

OVERTIME WORKED: 371 HOURS

YEAR TO DATE (beginning 7/1/19): 565 HOURS

HOSPITAL SECURITY: 155 HOURS

YEAR TO DATE (beginning 7/1/19): 268 HOURS

COURT TIME WORKED: 213 HOURS

YEAR TO DATE (beginning 7/1/19): 315 HOURS

### TRAINING

76 officers trained during 24 different sessions for a total of 325 hours

**Item Attachment Documents:**

1. Approval of the Work Session and Executive Session Minutes of July 9, 2019

# Mayor and City Council of Cumberland

## WORK SESSION

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

Tuesday, July 9, 2019  
4:30 p.m.

**PRESENT:** Raymond M. Morriss, President; Council Members: Seth Bernard (entered at 4:44 p.m.), Richard Cioni, Eugene Frazier, and Laurie Marchini.

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; Paul Kelly, CEDC Executive Director; Matt Miller, CEDC Economic Development Specialist

### I. BUSINESS RETENTION, EXPANSION, AND ATTRACTION EFFORTS

Matt Miller, Economic Development Specialist, went over the Business Expansion and Retention PowerPoint Presentation that the CEDC put together, and invited Council to come in and talk one-on-one with him as well.

Mr. Miller went through the presentation, discussing the “3 legs” of Economic Development, discussed the CEDC’s roll in business retention and expansion, new jobs and capital investments, and general statistics about focusing on current businesses to help them grow.

Mr. Miller discussed the BRE Outreach Approach and Methods, strategy, and key BRE components like assisting with company-specific job fairs and rapid response for massive lay-offs. He went over outreach methods and strategies used such as roundtables and focus groups, business meetings, social media, business walks, cold calls, etc. Mr. Miller also went over the CEDC Strategic Plan’s Objective #5 (Execute Greater Coordination Efforts with Workforce Development) and #7 (Retain and Nurture Existing Businesses) from the plan.

Mr. Miller went over the Manufacturing Roundtable, which highlights a solid group of businesses that account for approximately 7K jobs collectively. He spoke about including core group of plant personnel to add to the basic conversation, and having the business representatives steer the conversation. He said through that you can obtain informative data that can be used to create action items. Mr. Miller went over actions items he has attained in the course of about a year and a half:

- Manufacturing focused job expo in coordination with DLLR
- Coordinated with Board of Education and invited kids from the Career Center to attend as well
- Became involved with Focus on Future event to help it grow and include other counties
- Attained more manufacturing and health care industry representation

Mr. Miller advised that the industrial maintenance curriculum at ACM directly came out of the roundtables, saying that manufacturers had a common issue of filling positions in an industrial background. He said that through the roundtable effort, including ACM, manufacturers formed a subcommittee to help steer the curriculum to give correct certifications. He added that they are getting ready to have their 2<sup>nd</sup> graduating class, and 20-25 people have retained a local position. Mr. Miller advised that ACM has worked with National Jet and Northrup Grummond, which both have a high demand for machinists, and said that ACM is working with those employers to figure out how best to use grant monies.

Paul Kelly, Executive Director of the CEDC, advised that the CEDC is part of a network that includes ACM and Frostburg, and other folks, with a push to immediately identify the need in an area and what's missing, in terms of skills and training. He added that ACM is adapting their curriculum to do just that, and the program is catching on pretty quickly. Mr. Miller advised that the group has been used to assist with the Western MD Works Initiative, as well as the Workforce Resource Symposium.

Mr. Miller discussed the top five industry needs:

- Workforce – several initiatives – overarching need
- Transportation – CEDC is working with the county to enhance public transportation
- Housing – housing study – Bridges to Opportunity
- Child Care – working with local non-profit to assist an expansion
- Infrastructure – increased broadband connectivity

Mr. Kelly advised that he and Mr. Miller try to steer discussion away from workforce and training when at the meetings, but it always comes back around to that. He added that businesses hopefully would grow if there were more amenities and attractions to keep young people in the area.

The discussion turned to child care, with Mr. Miller stating that a lot of larger employers have attempted to install their own child care facilities on-site, but found it to be a huge expense and hassle. He advised that there is a local non-profit that operates a day care, and has the capacity to expand, and the CEDC is putting a lot of focus on helping them do so. Mr. Kelly stated that to his knowledge there is no entity that has a main mission of enhancing and improving affordable child care in the area. Mr. Miller added that they have identified an available workforce that have to stay home now because it's cost-prohibitive to go to work. There were conversations about the YMCA and child care, which they do as an after-school program only, with Mr. Miller stating the CEDC will look into that, as well as the religious communities allowing their facilities to be used for day care. Mr. Miller added that brick and mortar day care facilities are expensive and full of regulations, so it's important to realize these kinds of initiatives.

## **II BUSINESS WALKS, BUSINESS VISITS, AND BRE PARTNERSHIP INITIATIVES**

Mr. Miller spoke on Business Walks, saying this is a newer concept, which involves basically finding a cluster of new businesses and canvas them by walking in the door and introducing yourselves, and try to learn as much as you can about them. There was discussion on the details of this strategy,



with Mr. Miller advising that the BRE Team would be made up of CEDC, County and State representatives. He added that letters would go out prior to the walk, and the CEDC is working on the BRE approach for the entire area, and would be done quarterly depending on density of the businesses.

Mr. Miller spoke next on Business Visits, saying it's a pretty straight-forward approach, and he tries to do one a week in conjunction with County and State representatives. He added the visits are pre-planned, and they discuss issues, concerns, and help provide solutions.

Mr. Miller advised on BRE Partnership Initiatives, and listed other organizations and groups that fall under that partnership. He added that the CEDC stays in pretty constant contact with almost all of them.

Mr. Kelly and Mr. Miller provided information on the Autonomous Technology Center Steering Committee and Mr. Miller's involvement, and advised that there was a study of where to locate the Autonomous Technology Center, and said they are still trying to figure out the size of the tract of land needed, configuration of the land – slopes, icy roads, etc. – but there is no preferred site at this time. They added that the potential is to locate it near FSU or the airport, although no site has been favored.

Mr. Miller showed a list of CEDC Partnerships, which range from local organizations, to FSU and groups in Garrett County, to State agencies. He also discussed using and applying key BRE information for business recruitment, formation, talent attraction, etc.

### **III. GOALS - MOVING FORWARD**

Mr. Miller touched on some goals moving forward: the roundtable concept, business visits, analyzing supply chains of larger companies, actively engaging area youth, effectively marketing successes, and also formulating a small business BRE plan to minimize the negative impact during the Baltimore Street redevelopment. He also touched on making sure the City had an adequate disaster relief plan.

### **IV. UPDATES – M&T BANK BUILDING**

Mr. Kelly provided an update on the M&T Bank building, saying that the CEDC acquired the building the last Friday of June and they will issue a press release soon. Mr. Kelly stated that on a practical level the CEDC tries to do a lot of community assistance work by connecting folks wanting to start a new business to proper organizations or channels, or the CEDC helps them.

Mr. Kelly advised that there is a more formal association getting together in the area (Garrett, Bedford, Mineral, Allegany), with the goal being to use all of their assets as pull to do business attraction, so as not to duplicate efforts, but to consolidate them.

Mr. Kelly stated that Mr. Miller deserves a lot of credit, as he has become a “go-to” for the area, and many come to him for resources. He added that Mr. Miller is fully integrated with the county and commerce.

V.      **ADJOURNMENT**

With nothing further, the meeting adjourned at 5:30 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 proposals for the development of the East Side School site.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

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

# CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION

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Business Retention & Expansion



# Three Functions of Economic Development

- Entrepreneurial Development
- Business Attraction
- Business Retention and Expansion



# Why Business Retention and Expansion?

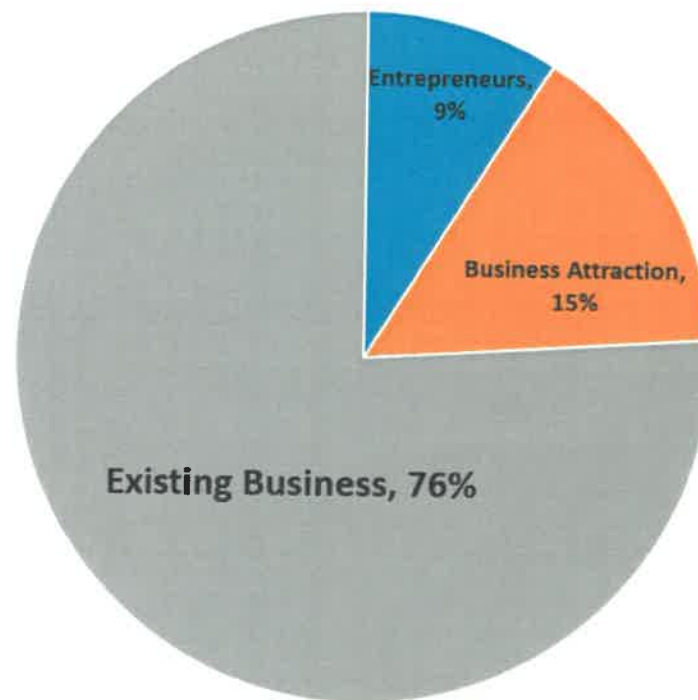
**"...Very simple, two things: communication and action. If a community takes the time to talk with a business, to understand its concerns, risks, opportunities and challenges, it will understand exactly what it takes to improve business. Then it needs to act on what it has heard. The company also has the responsibility and opportunity to engage stakeholders in a proactive dialogue."**



Daimler AG

Source: Area Development Interview with David Trebing,  
GM-State/Local Relations, Daimler AG

# New Jobs and Capital Investments



Credit: BCEDA

# BRE Outreach Approach

- Systematic and Sustainable
- Relationship Based
- Value (ROI) for the business
- Frequent interactions
- Focused on tangible outcomes
- Strategic focus on select businesses
- Driving programs, policies and strategies

## Other Key BRE Components

- Assisting with business site location
- Fulfill workforce needs
  - Assist with Company-Specific Job Fairs
  - Employee Placement Assistance
  - Rapid Response for massive lay-offs
- Understanding available tax credits and incentive programs
- Understanding the current business climate across multiple industries
- ADDING VALUE TO THE CUSTOMER



# BRE Outreach Methods

- Roundtables/Focus Groups
- Business Meetings
- Newsletters/Informative Emails
- Media Relations/Press Release
- Social Media
- Business Walks
- Cold calls/Check-ins
- Business Surveys

# **Mayor and City Council of Cumberland**

## **Closed Session Minutes**

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

Second Floor Conference Room

Tuesday, July 9, 2019, 5:30 p.m.

The Mayor and City Council convened in open session at 5:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(4) of the General Provisions Article of the Annotated Code of Maryland to discuss proposals for the development of the East Side School site.

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

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

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; CEDC Executive Director Paul Kelly, Economic Development Specialist Matt Miller

**Mayor and City Council of Cumberland**

**Closed Session Summary**

July 9, 2019 at 5:30 p.m.

Second Floor Conference Room, City Hall

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On July 9, 2019, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to discuss proposals for the development of the East Side School site. Authority to close the session was provided by Section 3-305 (b) (4) of the General Provisions Article of the Annotated Coded 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 Clerk Marjorie Woodring, CEDC Executive Director Paul Kelly, and CEDC Economic Development Specialist Matt Miller

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

No actions were voted upon and the meeting was adjourned at 6:33 p.m.



Raymond M. Morriss, Mayor

Entered into the public record on JUL 16 2019

**Item Attachment Documents:**

1. Ordinance 3859 (*2nd and 3rd readings*) - authorizing terms for the conveyance of 349 Davidson Street to Venus Starr and authorizing execution of a deed to effect the transfer

**ORDINANCE NO. 3859**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE TERMS FOR THE CONVEYANCE OF 349 DAVIDSON STREET, CUMBERLAND, MARYLAND TO VENUS STARR AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 349 Davidson Street in the City of Cumberland, Allegany County, Maryland (the "Property");

**WHEREAS**, the said property was declared to be surplus property under the terms of Order No. 26,521, passed by the Mayor and City Council on September 3, 2019;

**WHEREAS**, Venus Starr ("Starr") offered to purchase the Property for the sum of \$500.00; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of that offer to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept Venus Starr's offer to purchase the Property for the sum of \$500.00 subject to the following terms:

- A. She shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property to her;
- B. She will pay the deed recordation fee charged by the court;
- C. She will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will

assume responsibility for the payment of those taxes thereafter;

D. The Property will be transferred to her by means of a quitclaim deed containing no warranties or representations of any kind, the form of the deed being set forth in the attachment hereto;

E. She shall pay the City's \$100.00 deed recordation fee; and

F. The purchase price and other amounts required to be paid hereunder shall be remitted to the City Clerk or the City Solicitor no later than 60 days from the date of the passage of this Ordinance or she will forfeit her right to purchase the Property. The City Solicitor is authorized to extend the deadline set forth herein as he sees fit.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed conveying the Property to Starr subject to the aforesaid requirements;

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

**NO TITLE SEARCH PERFORMED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the first part, and **Venus Starr**, of Allegany County, Maryland, party of the second part.

**WITNESSETH:**

That for and in consideration of the sum of Five Hundred Dollars (\$500.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto party of the second part, her personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

**FIRST:** **ALL** that certain lot or parcel of ground situate, lying and being on Davidson Street, in the City of Cumberland, Allegany County, State of Maryland, described as follows:

**BEGINNING** for the same at a point North 50 feet from the beginning point of the lot conveyed to Jacob D. George by Samuel J. Edwards and wife, by deed dated April 17, 1891, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 70, folio 237, and place of beginning being the beginning of the second line of the lot conveyed by Samuel J. Edwards and wife to Jacob D. George, as aforesaid, and running thence with Davidson Street, North 45 degrees East 30 feet; thence South 45 degrees East 136 feet to the outlines of the land of the said Samuel J. Edwards; and with said outlines, South 54.1 degrees West 30 feet to the end of the second line of lot conveyed to Jacob D. George by Samuel J. Edwards and wife by the deed aforementioned; and with said second line reversed, North 45 degrees West 131 1/4 feet to the place of beginning.

**SECOND:** **ALL** that strip or parcel of ground situated on the southeasterly side of Davidson Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

**BEGINNING** for the same at a stake standing on the southeasterly side of Davidson Street at the end of the first line of the whole property of which this is a part as conveyed by The Real Estate and Building Company of Cumberland, Maryland, to Roger William Jones, et ux, by deed dated the 16<sup>th</sup> of September, 1961, and recorded among the Land Records of Allegany

County, Maryland in Liber 339 , folio 450, and running thence across the said whole property, South 48 degrees 00 minutes East 139.44 feet to a stake standing on the fourth line of the said whole property; thence with the remainder of the said fourth line, South 61 degrees 00 minutes West 10.6 feet to a stake and with the fifth line of said Real Estate and Building Company of Cumberland, Maryland, deed North 48 degrees 00 minutes West 136 feet to the southeasterly side of Davidson Street; thence with said side of Davidson Street, North 43 degrees 45 minutes East 10 feet to the point of beginning.

**IT BEING** the same property conveyed from Lawrence E. Geiger, Jr. to Mayor and City Council of Cumberland by deed dated November 12, 2015 and recorded among the Land Records of Allegany County, Maryland in Book 2187, Page 493.

**TOGETHER** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above-described property unto the party of the second part, her personal representatives, heirs and assigns in fee simple forever.

**WITNESS** the hand and seal of the party of the first part the day and year first above written.

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morris, Mayor



**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$500.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**Item Attachment Documents:**

Ordinance 3860 (*1st reading*) - to amend Chapter 25 of the City Code to include regulations pertaining to small cell technology in public rights-of-way and to amend the Use Regulations Table accordingly

**ORDINANCE NO. 3860**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AMEND THE TEXT OF THE CITY ZONING ORDINANCE (CHAPTER 25 OF THE CITY CODE) TO INCLUDE REGULATIONS PERTAINING TO SMALL CELL TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY, SAID TEXT AMENDMENTS TO BE INCORPORATED INTO THE CITY CODE AS ARTICLE XVI OF CHAPTER 25, AND TO AMEND THE USE REGULATIONS TABLE SET FORTH IN SECTION 25-132 ACCORDINGLY, BY MAKING SMALL CELL TECHNOLOGY STRUCTURES PERMITTED USES IN ALL ZONING DISTRICTS SUBJECT TO ARTICLE XVI."

**WHEREAS**, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, to amend it from time to time, and to provide for its administration and enforcement.

**WHEREAS**, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

**WHEREAS**, in connection with the foregoing, City staff prepared regulations pertaining to small cell technology in public rights-of-way and requested that the City of Cumberland Municipal Planning and Zoning Commission take the matter under consideration and recommend that the Mayor and City Council approve those revisions as text amendments to the City's Zoning Ordinance. Those revisions are set forth as an attachment to the Staff Report which is attached hereto.

**WHEREAS**, the Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on April 22, 2019, at which time they voted unanimously to recommend that the City Council approve the text amendments recommended in the aforesaid Staff Report, subject to changing the term "Wireline Backhaul Facility" set forth in Section 25-101(b)18) to "Wireless Backhaul Facility."

**WHEREAS**, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on 9/17/19, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on 9/3/19 and 9/10/19), the first such notice having been published at least 14 days prior to the hearing, as

required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

**WHEREAS,** consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should accept said recommendations as provided for below.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND,** that the City Zoning Ordinance is hereby amended to include the regulations pertaining to small cell technology in public rights-of-way attached hereto as Article XVI of Chapter 25 of the City Code.

**SECTION 2: AND BE IT FURTHER ORDAINED,** that the Use Regulations Table set forth in Section 25-132 shall be amended to reflect that small cell technology structures shall be permitted uses in all zoning districts.

**SECTION 3: AND BE IT FURTHER ORDAINED,** that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

## Small Cell Regulations

### Zoning Text Amendment 1208

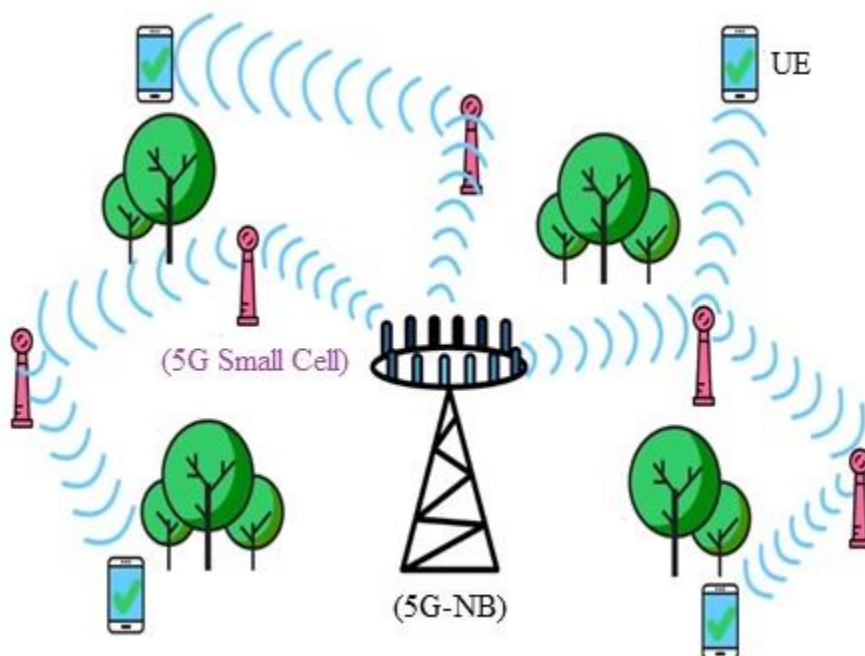
In order to understand how the 5G network will be constructed and what the subject of this staff report covers, the Planning Commission must understand what small cells are.

The 5G small cells are low power mini base stations spread across the region to be served. They are basically low power wireless APs (Access Points) which operate in licensed spectrum. They are managed by telecom operators. Due to their small sizes, they can be installed easily in indoor places and space constrained places also. Hence they help in improving the cellular coverage and to fill coverage holes.

Small cells are available throughout the region to be served and hence they maintain quality of the signal everywhere. Small cells receive the 5G signal from main NB and relay the same to users. When the user moves behind the obstacle, the cell phone automatically switches to mini Bas station i.e. small cell to keep the connection intact. This helps 5G users to avail uninterrupted 5G network coverage. The figure depicts the typical installed 5G network of small cells along with main 5G-NB (or 5G Base Station).

<http://www.rfwireless-world.com/Terminology/5G-Small-Cells-Basics-and-Types.html>

The following picture from the foregoing website, in a simplistic manner, shows how 5G networks work.

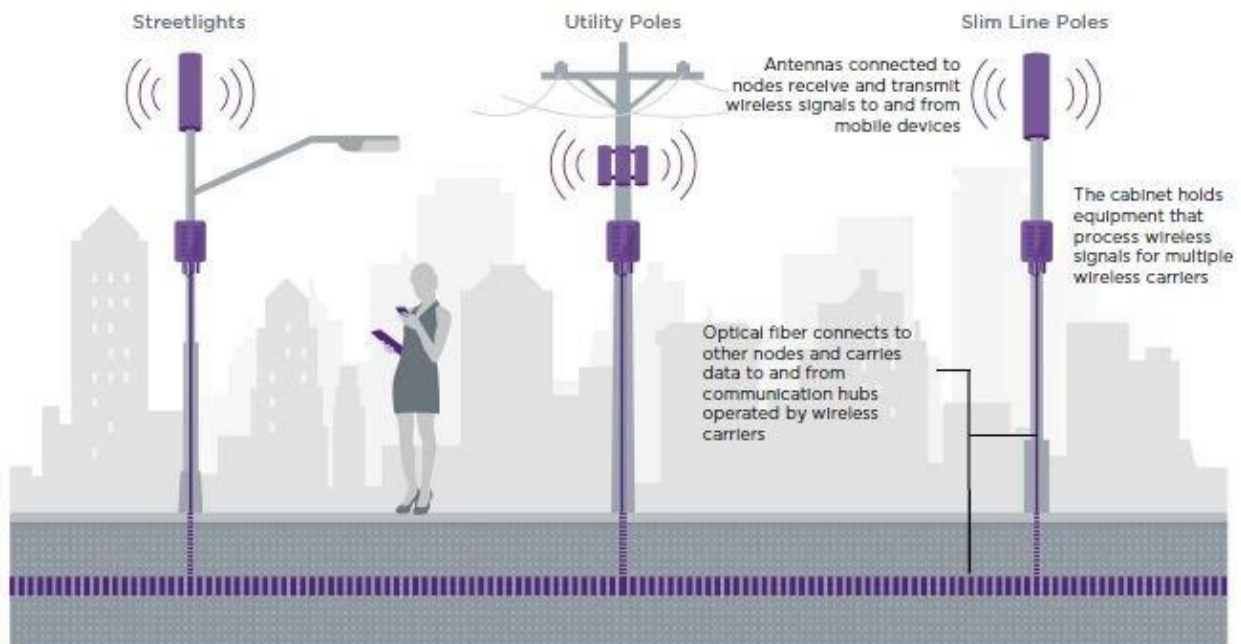


4G and prior iterations of cellular systems required large towers to transmit signal. Although 5G still requires large towers to transmit signal to small cell structures, those structures are capable of being located within rights of way in a somewhat inobtrusive manner.

The following picture shows the type of small cell structures the City is most likely going to see within its rights of way. Generally, there are three ways they can be deployed: by attachment to existing street light poles; by attachment to existing utility poles; and by means of new poles. The following picture shows these deployments.

## What Are Small Cell Deployments?

Small cell deployments are complementary to towers, adding much needed coverage and capacity to urban and residential areas, venues, and anywhere large crowds gather



The FCC entered a ruling requiring local governments to pass legislation aimed at speeding up the deployment of small cells and other 5G network equipment located within public rights of way. While this ruling is in the process of being appealed, it remains in effect, at least for the time being. For local governments' purposes, compliance is mandatory.

Page 2 of the FCC's Declaratory Ruling and Third Report and Order adopted September 26, 2018 includes the following introductory statement:

America is in the midst of a transition to the next generation of wireless services, known as 5G. These new services can unleash a new wave of entrepreneurship, innovation, and economic opportunity for communities across the country. The FCC is committed to doing our part to help ensure the United States wins the global race to 5G to the benefit of

all Americans. Today's action is the next step in the FCC's ongoing efforts to remove regulatory barriers that would unlawfully inhibit the deployment of infrastructure necessary to support these new services. We proceed by drawing on the balanced and commonsense ideas generated by many of our state and local partners in their own small cell bills.

Local governments are **REQUIRED** to pass legislation implementing the FCC regulations (at least those relative to aesthetic reviews) by April 15, 2019. The City will not meet this deadline, but if the Planning Commission is inclined to recommend that the Mayor and City Council pass the proposed ordinance, the City Code (i.e., Chapter 25 which includes the City Zoning Ordinance) will be amended within what staff considers to be a safe window. It is staff's opinion that it is imperative that this Ordinance be passed as soon as possible without amendments or with minimal amendments that are consistent with FCC requirements so that the Mayor and City Council can proceed with its passage as soon as possible.

By way of background, the FCC rules generally provide:

1. They will not disturb existing small cell legislation at the state level but will provide guidance on local reviews of small cells that can inhibit deployment.
2. Local governments can charge wireless providers for the costs associated with reviewing small cell deployment, but excessive fees are prohibited.
3. Local governments will need to conduct approval processes within 60 days for small cells being added to existing structures and 90 days when a provider wants to put up a new small cell pole.
4. Local governments will be able to manage small cell deployments via "reasonable" aesthetic reviews.

It is staff's opinion that the proposed amendments to the text of the City's Zoning Ordinance meets these requirements.

A Planning Commission Action is attached hereto for your use upon the conclusion of the April 22, 2019 hearing relative to the foregoing.

**Planning Commission Action  
Meeting Date: April 22, 2019  
Zoning Text Amendment 1208**

[ ] Recommend adoption of zoning text amendment 1208 relative to proposed small cell regulations as presented at the April 22, 2019 meeting, a copy of which is appended hereto, to the Mayor and City Council with no additional changes.

[ ] Recommend adoption of the aforesaid zoning text amendments with the following changes:

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[ ] Recommend denial of Zoning Text Amendment 1208.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:

In favor of motion: \_\_\_\_\_

Opposed: \_\_\_\_\_

Abstained:

\_\_\_\_\_

Number of voting members present: \_\_\_\_\_

Signed:

\_\_\_\_\_  
2019  
Chair, Cumberland Planning Commission

Date: April 22,

\_\_\_\_\_  
2019  
Secretary, Cumberland Planning Commission

Date: April 22,



**CUMBERLAND CODE – CHAPTER 25 (ZONING ORDINANCE), ARTICLE XVI  
PROPOSED ZONING TEXT AMENDMENTS REGARDING SMALL CELL  
TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY**

**ARTICLE XVI. - SMALL CELL TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY**

**Sec. 25-501. – Definitions.**

(a) *General use of terms.*

- (1) The terms, phrases, words, and their derivations used in this article shall have the meanings given in this section.
- (2) Words not defined shall be given their common and ordinary meaning.

(b) *Defined terms.*

- (1) *Abandoned* means any Small Cell Facilities or Wireless Support Structures that are unused for a period of 365 days without the Operator otherwise notifying the City and receiving the City's approval.
- (2) *Antenna* means communications equipment that transmits or receives radio frequency signals in the provision of small cell wireless service.
- (3) *Applicant* means any Person applying for a Small Cell Permit hereunder.
- (4) *City* means Mayor and City Council of Cumberland.
- (5) *Collocation or Collocate* means to install, mount, maintain, modify, operate, or replace wireless facilities on a Wireless Support Structure.
- (6) *Decorative Pole* means a pole, arch, or structure other than a street light pole placed in the Right of Way to specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following (a) electric lighting; (b) specially designed informational or directional signage; and (c) temporary holiday or special event attachments.
- (7) *Design Guidelines* means those detailed design guidelines, specifications and examples set forth hereinafter in section 25-504 for the design and installation of Small Cell Facilities and Wireless Support Structures, which are effective insofar as they do not conflict with federal and state law, rule and regulations.
- (8) *Operator* means a wireless service provider, cable operator, or a video service provider that operates a Small Cell Facility and provides wireless service. *Operator* includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the Telecommunications Act of 1996 (47 U.S.C. 153(2)), and services that are fixed in nature or use unlicensed spectrum.
- (9) *Permittee* means the owner and/or Operator issued a Small Cell Permit pursuant to this article XVI of the Zoning Ordinance and the Design Guidelines.
- (10) *Person* means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- (11) *Right of Way* means the surface of, and the space within, through, on, across, above, or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public

drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City.

- (12) *Small Cell Facility* means a facility, excluding a satellite television dish antenna, established for the purpose of providing wireless voice, data and/or image transmission within a designated service area. A Small Cell Facility must not be staffed, and consists of one or more antennas attached to a Wireless Support Structure. An Antenna or wireless Antenna base station which provides wireless voice, data and image transmission within a designated service area as part of a Small Cell Facility may consist of a low-powered access node with no more than five watts of transmitter output power per Antenna channel, and may not be larger than a maximum height of three (3) feet and a maximum width of two (2) feet. A small cell Antenna may be installed on existing rooftops, structures or support structures where permitted. A Small Cell Facility also consists of related equipment which may be located within a building, an equipment cabinet outside a building, an equipment cabinet on a rooftop that is at least fifteen (15) feet high when in a commercial zone or attached to a commercial structure, or twenty (20) feet high when in a residential zone or attached to a residential structure, or an equipment room within a building. Such related equipment shall have a maximum square footage of ten (10) square feet and a maximum height of two (2) feet.
- (13) *Small Cell Permit* means the non-exclusive grant of authority issued by the City to install a Small Cell Facility and/or a Wireless Support Structure in a portion of the Right of Way in accordance with these guidelines.
- (14) *Stealth Small Cell Wireless Facility*: Any Wireless Facility that is integrated as an architectural feature of a structure or the landscape so that the facility and its purpose to provide wireless services is not visually apparent or prominent.
- (15) *Utility Pole* means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs and Decorative poles.
- (16) *Wireless Facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
  - A. Any exterior facility, including an Antenna, Antenna array or other communications equipment. A Wireless Facility consists of one or more Antennas attached to a Wireless Support Structure and related equipment. Antennas are limited to the following types and dimensions: omni-directional (whip) Antennas not exceeding fifteen (15) feet in height and three (3) inches in diameter; directional or panel Antennas not exceeding six and one-half (6½) feet in height and two (2) feet in width. An Antenna may be mounted to a building, a building rooftop or a freestanding monopole. Equipment may be located within a building, an equipment cabinet, or an equipment room within a building. Where reference is made to a Wireless Facility, unless otherwise specified or indicated by context, such reference will be deemed to include the Wireless Support Structure on which the Antenna or other communications equipment

is mounted, transmission cables, and any associated equipment shelter.

B. The term does not include any of the following:

1. The structure or improvements on, under, or within which the equipment is Collocated;
  2. Coaxial or fiber-optic cable that is between Wireless Support Structures or Utility poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.
  3. Any exterior facility, including an Antenna, Antenna array or other communications equipment, excluding a satellite television dish antenna or Small Cell Facility, established for the purpose of providing wireless voice, data and image transmission within a designated service area and which includes equipment consisting of personal wireless services, as defined in the Federal Telecommunications Act of 1996, which includes Federal Communications Commission licensed commercial wireless telecommunications services, including cellular, personal communications services (PCS), specialized mobile radio (SMR) enhanced specialized mobile radio (ESMR), and paging, as well as unlicensed wireless services and common carrier wireless exchange access services and similar services that current exist or that may in the future be developed.. A Wireless Facility must not be staffed. A Wireless Facility consists of one or more Antennas attached to a support structure and related equipment. Antennas are limited to the following types and dimensions: omni-directional (whip) Antennas not exceeding fifteen (15) feet in height and three (3) inches in diameter; directional or panel Antennas not exceeding six and one-half (6½) feet in height and two (2) feet in width. An Antenna may be mounted to a building, a building rooftop or a freestanding monopole in accordance with the subsequent sections of this article XVI of the Zoning Ordinance. Equipment may be located within a building, an equipment cabinet, or an equipment room within a building. Where reference is made to a Wireless Facility, unless otherwise specified or indicated by context, such reference will be deemed to include the Wireless Support Structure on which the Antenna or other communications equipment is mounted, transmission cables, and any associated equipment shelter.
- (17) *Wireless Support Structure* means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen (15)-foot or taller sign pole, or Utility pole capable of supporting Small Cell Facilities. *Wireless Support Structure* excludes (a) a Utility pole or other facility owned or operated by a municipal electric utility and (b) a Utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars and trolley buses.
- (18) *Wireless Backhaul Facility* means a facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.
- (19) *Zoning Ordinance* means chapter 25 of the Cumberland City Code.

**Sec. 25-502. - General requirements.**

- (a) *Applicability of article XVI of Zoning Ordinance.* The permitting procedures and authorizations set forth herein in this article XVI of the Zoning Ordinance shall apply only to Small Cell Facilities and Wireless Support Structures in the Right of

Way, and do not authorize the construction and operation of a Wireline Backhaul Facility.

- (b) *General requirements.* The following requirements shall apply to all Small Cell Facilities and Wireless Support Structures proposed within the Right of Way.
- (1) *Compliance with laws.* No Person shall occupy or use the Right of Way except in accordance with the laws, rules and regulations of any federal, state or local laws, ordinances and regulations.
  - (2) *Prohibition of endangerment to public health, safety and welfare.* In occupying or using the Right of Way, a proposed Wireless Support Structure shall not endanger the health, safety and welfare of City residents, employees of the City or any other Persons. In addition to other factors, the City should consider the likelihood of the failure of such structures and the reasonably anticipated results of such a failure.
  - (3) *Small Cell Permit required.* No Person shall occupy or use the Right of Way without first obtaining any requisite consent of the City. Before placing Small Cell Facilities or Wireless Support Structures in the Right of Way, an Operator must apply for and receive a Small Cell Permit.
  - (4) *Substantial impairment of use/detrimental effects on neighboring properties.* The proposed Wireless Support Structure will not substantially impair the use of or prove detrimental to, neighboring properties, considering, among other relevant factors, the following:
    - A. The topography and elevation of the property on which such structure is proposed to be located and the appearance and visibility of such structure from neighboring and surrounding properties and from Rights of Way.
    - B. The location of surrounding residences, buildings, structures and other Rights of Way and their use.
    - C. The character of the surrounding neighborhood and the Comprehensive Plan recommendations for the ultimate use of surrounding properties.
    - D. The likelihood or interference with existing radio, television, telephone or microwave reception or service.
    - E. The proposed Wireless Support Structure will cause no objectionable noise, fumes, odors, glare, physical activity or effect that would impair the peaceful enjoyment of neighboring properties.
    - F. The proposed buildings, structures and use will be in harmony with the general character of the neighborhood in which they are located.
  - (5) *Interference with other Small Cell Facilities.* The City will not grant a permit or other authority for installation of small wireless facilities if the City reasonably believes the proposed installation may in any way interfere with the use and operation of an existing and operational Small Cell Wireless Facility for which the City has previously issued a permit.
  - (6) *Interference with public safety equipment:* A Small Cell Wireless Facility shall be operated and maintained in a manner that does not interfere with public safety equipment.
  - (7) *Interference.* The Small Cell Wireless Facility shall not interfere with City and public safety communication systems or area television or radio broadcast.
  - (8) *Guy wires.* A guy wire or other support wire shall not be used in connection with an Antenna, Antenna array, or a non-tower Wireless Support Structure except when used to anchor the Antenna, Antenna array, or non-tower supports structure to an existing building or ground to which such Antenna, Antenna array, or non-tower Wireless Support Structure is attached.
  - (9) *City-owned poles.* A Small Cell Facility shall not be attached to a City-owned pole or other utility pole that is owned and maintained by the City except as may be authorized by the City Council, in their sole discretion. This provision shall take precedence over any provision to the contrary in

that City Council permission is required in all instances where attachment to City-owned poles is sought.

- (C) *Small Cell Facilities a permitted use on all public property.* Small Cell Facilities may be located on the exterior of public property or attached to existing Wireless Support Structures owned or operated by the City and such Small Cell Facilities shall be a permitted use in all zoning districts. The Use Regulations Table in section 25-132 of the Zoning Ordinance shall be amended accordingly. The terms of this subsection shall take precedence over all other terms to the contrary in the Cumberland City Code and this Zoning Ordinance.

**Sec. 25-503. - Application and approval process.**

- (A) *Pre-application conference.*
  - (1) The City requires pre-submittal conferences to meet with potential Applicants and discuss projects on a conceptual level. The conference is intended to identify the correct application type and content requirements for any given project, and also to create an informal forum in which Applicants and the City can discuss any concerns that should be addressed as soon as possible to avoid any unnecessary delays in the processing of an application and deployment of wireless facilities in the City. The requirement for a pre- submittal conference may be waived by the Director of Community Development or City Administrator based on necessity and/or prior experience with the Applicant.
  - (2) An appointment is required for all pre-submittal conferences.
- (B) *Application Required.* Prior to installation, modification, relocation or removal of a Small Cell Facility, relocation or removal of an existing Wireless Support Structure, installation of a new Wireless Support Structure, or Collocation on an existing Wireless Support Structure in the Right of Way, the Operator shall apply to the City and receive approval from the City.
- (C) *Required application materials.* Unless otherwise required by state or federal law, the application shall be submitted to the City Administrator with the applicable fee and all required materials and information in accordance with the requirements of this Article XVI of the Zoning Ordinance and the Design Guidelines in order for the application to be considered complete. The application shall include the following:
  - (1) The applicant's name, address, telephone number and e-mail address and the same information for the person who is making the application on behalf of the operator.
  - (2) The names, addresses, telephone numbers and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
  - (3) A description of the proposed work and the purposes the Small Cell Wireless Facilities are intended to serve. The scope and detail of such description shall be commensurate with the nature and character of the work to be performed
  - (4) Authorization for any consultant acting on behalf of the applicant to speak with City officials and employees on the subject matter for which the consultant is employed, even if the applicant is not present.
  - (5) Verification from an appropriate professional that the Small Cell Wireless Facility will comply with all applicable codes to address threats to destruction of property or injuries to persons.
  - (6) Drawings and descriptions of the proposed Small Cell Wireless Facilities, Wireless Support Structures, and accessory equipment.
- (D) *Proof of licensure/legal compliance.* The applicant shall provide proof that it is a licensed provider and will comply with all applicable federal, state and City laws and regulations, including those regarding wireless communications services. The Applicant shall also provide proof that it is in good standing with the state where its

principal office is located and that it is registered to do business in the State of Maryland. The Applicant must maintain its good standing status and registration in Maryland for so long as the permit is in effect.

- (E) *Application processing fee.* For processing an application for consent, the City may charge an application fee of \$500.00 for up to five (5) Small Cell Facilities with an additional \$100.00 for each additional Small Cell Facility.
- (F) *Insurance requirements.* The Applicant shall maintain general liability insurance coverage in the amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate per occurrence, which names the City as an additional insured and provides for advance notification to the City in the event the policy is cancelled, terminated or not renewed. The Application must be accompanied by a certificate from the insurer evidencing these coverages and, if a Small Cell Permit is issued, the Operator shall produce a certificate evidencing this coverage on the annual anniversary of the issuance of the permit and, from time-to-time, upon the request of the City, in effect in such amounts and for such liability as the City may require or be self-insured pursuant to the terms of this article.
- (G) *Review process.*
  - (1) Within ten (10) days of receiving an application, the City shall determine and notify the applicant in writing as to:
    - A. Whether the application is complete; or
    - B. If the application is incomplete, the documents and/or information that is missing.
  - (2) The City shall make its final decision to approve or deny the application within forty-five (45) days of the filing of the complete application. This time-frame may be tolled only by agreement of the parties or if, during the course of the review, the City determines that additional documentation or information is required from the applicant, it shall be tolled from the date the applicant is notified through the date the applicant provides the documentation and/or information.
  - (3) The City shall notify the applicant in writing of its final decision, and if the application is denied: (i) Specify the basis for denial; and (ii) Cite specific code provisions from federal, state, or local codes provisions as to why the application was denied.
  - (4) Notwithstanding the initial denial, the applicant may cure any deficiencies identified by the City within thirty (30) days of the denial without paying an additional application fee, provided the City shall approve or deny the revised application within thirty (30) days of receipt of the amended application which shall be limited to the deficiencies specified in the original notice of denial.
  - (5) If the City fails to act upon an application within the applicable time frames, the applicant, after providing written notice to the City that the application period has lapsed, shall receive a written approval notice within ten (10) business days. However, if the City notifies the applicant of its decision in advance of the aforesaid applicant's notice, the City's decision shall stand.
  - (6) An applicant seeking to construct, modify or replace a network of Small Cell Wireless Facilities may, at the applicant's discretion, file a consolidated application for up to ten (10) Small Cell Wireless Facilities and receive a single permit for multiple Small Cell Wireless Facilities.
  - (7) *Appeals to Board of Zoning Appeals.* In the event such a permit is denied or conditions are imposed which are not acceptable to the applicant, it shall have the right to appeal the decision by filing a request for such an appeal no later than thirty (30) days from the date of the decision. Notice of and the reasons for denials shall be set forth in writing, mailed to the applicant by first class U.S. mail at the address set forth in its application or it may be hand-delivered to the applicant. Any conditions imposed with respect to the issuance of a Small Cell Permit shall be clearly set forth in the permit of the

**Section 25-504. - Design guidelines.**

- (A) An Antenna may be installed on streetlight or mast arms mounted on pre-existing poles, including utility and street light poles or other pre-existing exterior support structures, but the installation of taller poles or new overhead wiring to accommodate the Antennae will not be permitted without a special exception approved by the Board of Zoning Appeals. Overall, an Antenna may be installed at least twenty (20) feet from the ground in a residential zone or fifteen (15) feet from the ground in a commercial zone.
- (B) An antenna may not be installed on or within sixty (60) feet of a single-family or two-family dwelling unit.
- (C) Cable connecting the antennae to the equipment box shall be contained inside the pole or Support Structure or shall be flush mounted and covered with a metal, plastic or similar material cap matching the color of the pole or structure on which it is installed, properly secured and maintained by the applicant.
- (A) Related unstaffed equipment cabinets shall have a maximum square footage of ten (10) square feet with a maximum height of two (2) feet, and must be so located and installed in accordance with the applicable setback and other requirements of the zone in which the property is classified.
- (E) An Antenna and equipment box must be installed as a Stealth Small Cell Wireless Facility on a property within a Historic District, and the Historic Preservation Commission must review such an application.
- (F) An Antenna may be located on the exterior of public property or attached to an existing Wireless Support Structure owned or operated by the City. However, the use of any property owned or operated by the City shall be at the discretion of the City Council.
- (G) Antennas shall be located and designed so as to minimize visual impact on surrounding properties and from public streets.
- (H) *Sign prohibition.* A Small Cell Wireless Facility shall not display a sign unless the sign displays emergency information, owner contact information, warning instructions, safety instructions, or is otherwise required by a federal, state, or local agency. Allowed sign on a Small Cell Wireless Facility shall not exceed one (1) square foot in area.
- (I) *Light prohibited.* No lights are permitted on any monopole or Antenna unless required by the Federal Communications Commission, the Federal Aviation Administration, or the City.
- (J) *No interference with Right-of-Way.* Small Cell Facilities and Wireless Support Structures shall be located so as not to: (i) create visual or physical obstructions or other conditions that are hazardous to vehicular and pedestrian traffic, including, but not limited to visual obstruction of traffic signals, signage or sight distances; and (ii) not to interfere with the use of streets, sidewalks alleys, parkways, traffic light poles or other light poles, and other public ways and places.
- (K) *Measurement of height/maximum height.* The height of any Small Cell Wireless Facility or Wireless Support Structure shall be measured from the lowest point at which such facility or structure touches the ground; provided, that if such facility or structure is attached to a building and does not touch the ground, its height shall be measured from the lowest point at which such structure is attached to the building.
  - (1) *New/modified utility poles.* Each new or modified utility pole installed in the Right of Way shall not exceed the maximum height requirements of the Zoning Ordinance.
  - (2) *New Small Cell Wireless Facilities.* New Small Cell Wireless Facilities in the Right-of-Way shall not extend beyond the lesser of the following:
    - A. More than ten (10) feet above an existing utility pole in the Right of Way in place as of the effective date of this section; or

- B. The height for a new utility pole under subsection (K)(1) of this section; or
  - C. Such greater height as authorized under applicable federal law.
- (3) *Decorative poles.* A wireless provider shall be permitted to replace a Decorative Pole when necessary to Collocate a Small Cell Wireless Facility, but any replacement pole shall conform as closely as possible to the design aesthetics of the Decorative Pole being replaced and all costs of replacement shall be borne by the wireless provider, including, reimbursement for the wages and benefits of City employees who were involved in the process.
- (4) *Small Cell Wireless Facilities.* All Small Cell Wireless Facilities must adhere to the following height requirements, except if they conflict with federal law, the federal law shall control.
  - A. *Existing structure mount.* Facilities mounted to an existing structure may not extend higher than ten (10) feet above the existing structure of the height restrictions set forth in subsection (K)(1) of this section, whichever is less
  - B. *Roof mount.* Facilities mounted on a roof shall be stepped back from the front façade to the extent technically feasible in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline;
  - C. *Side-mount.* Facilities which are side-mounted on buildings shall be reasonably camouflaged and shall not extend above the roof line or extend more than two (2) feet from the facade of the building; and
  - D. *Miscellaneous.* Except as otherwise provided herein, the maximum height requirements of the Zoning Ordinance shall apply.
- (L) *Fencing.* A Small Cell Wireless Facility shall not be fenced.
- (M) *Design.* A Small Cell Wireless Facility shall be installed using stealth technology to the greatest extent practicable including without limitation the following:
  - (1) *Reduced visibility.* Antenna arrays, cables, and other accessory facilities used for providing the wireless service shall not be obtrusive;
  - (2) *Color.* The color of the facility shall be compatible with that of the non-tower support structure. All facilities located on buildings, roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the Small Cell Wireless Facility.
  - (3) *Accessory facilities.* Accessory facilities mounted onto a non-tower support structure shall not project greater than three (3) foot, as measured horizontally, from the surface of the non-tower support structure and shall be painted or screened with materials that are a complementary color as the non-tower support structure. Cables shall travel along the exterior of a non-tower support structure.
- (N) *Setbacks.* A Small Cell Wireless Facility that is not in the public right-of-way shall comply with the building setback provisions of the zoning district in which the Small Cell Wireless Facility is located. In addition, the following setbacks shall be observed:
  - (1) Street-pole-attached and new non-tower support structures shall adhere to roadway clear zone guidelines when constructed within the Right of Way;
  - (2) Underground vaults or above-ground structures shall comply with the setback requirements of the underlying zoning district; and
  - (3) Freestanding Small Cell Wireless Facilities or equipment enclosures shall not be located between the face of a structure and a public or private street, bikeway, park, or residential development.



- (O) *Traffic signals.* A Small Cell Wireless Facility shall not be attached to a traffic signal or its equipment.
- (P) *Maintenance.* The owner of the Small Cell Wireless Facility shall promptly:
  - (1) Remove all graffiti on the particular owned Small Cell Wireless Facility at the owner's expense;
  - (2) Repair or replace any damaged equipment or poles, if owned by the small cell owner.

**Sec. 25-505. - Safety requirements.**

- (A) *Prevention of failures and accidents.* Any Person who owns a Small Cell Facility and/or Wireless Support Structure sited in the Right of Way shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.
- (B) *Compliance with fire safety and FCC regulations.* Small Cell Facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.
- (C) *Changes in state or federal standards and regulations.* If state or federal standards and regulations are amended, the owners of the Small Cell Facilities and/or Wireless Support Structures governed by this article XVI of the Zoning Ordinance shall bring any facilities and/or structures into compliance with the revised standards and regulations within six (6) months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Cell Facilities and/or Wireless Support Structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.
- (D) *Indemnification.* Operators who own or operate Small Cell Facilities or Wireless Support Structures in the Right of Way shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Cell Facilities and wireless service in the Right of Way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Right of Way.
- (E) *Removal.* Every Small Cell Wireless Facility must be removed at the cost of the Operator or owner when it is no longer in use or when it has not been operated for a continuous period of six (6) months. Such a facility must be removed within ninety (90) days after receiving a removal notice from the City.
- (F) *Surety bond or equivalent financial tool for cost of removal.* An Operator or owner must procure and provide to the City a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of

this article. The bond must be maintained for as long as the Operator or owner has Small Cell Facilities and/ or Wireless Support Structures located in the Right of Way or on other City-owned property. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Cell Facilities and/ or Wireless Support Structures or damage to City property caused by an Operator or its agent of each Small Cell Facility and/ or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit. The particular form of any bond, funds set-aside documentation or letter of credit is subject to the approval of the City's attorney.

**Sec. 25-506. - Installation and inspection.**

- A. *Completion within 180 days.* The Collocation or new Wireless Support Structure for which a Small Cell Permit is granted shall be completed within 180 days after issuance of the Small Cell Permit unless the City and the Applicant agree to extend this period. The City will agree to an extension if the delay is caused by (a) make-ready work for a City-owned Wireless Support Structure, or (b) the lack of commercial power or backhaul availability at the site, provided that the Operator has made a timely request within sixty (60) days after the issuance of the Small Cell Permit for commercial power or backhaul services. The additional time to complete installation may not exceed a total of 300 days after the issuance of the Small Cell Permit.

- B. *Procedure for request for extension of time.* In situations when completion will not occur within 180 days after issuance of the Small Cell Permit, the Applicant may request an extension of time. Such extension request must include the length of time being requested and the reason for the delay. The extension request must be filed with the City Administrator.

**Section 25-507. - General provisions.**

- A. *As-Built Maps and Records.*
  - (1) The Operator shall maintain accurate maps and other appropriate records, including an inventory, of its Small Cell Facilities and Wireless Support Structures as they are actually constructed in the Right of Way or any other City-owned property. The inventory shall include GIS coordinates, date of installation, type of Wireless Support Structure used for installation, Wireless Support Structure owner and description/type of installation for each Small Cell Facility and Wireless Support Structure.
  - (2) The Operator shall provide a cumulative inventory of its Small Cell Facilities and Wireless Support Structures as they are actually constructed in the Right of Way or any other City-owned property within thirty (30) days of any City request therefor. Concerning Small Cell Facilities and Wireless Support Structures that become inactive, the inventory shall include the same information as active installations in addition to the date the Small Cell Facility and/or Wireless Support Structure was deactivated and the date the Small Cell Facility and/or Wireless Support Structure was removed from the Right of Way. The City may compare the inventory to its records to identify any discrepancies.
- B. *Generally Applicable Health and Safety Regulations.* All Small Cell Facilities and Wireless Support Structures shall be designed, constructed, operated and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including without limitation all applicable regulations for human exposure to RF emissions.

**Sec. 25-508. - Annual collocation fee.**

For each attachment of a Small Cell Facility to a Wireless Support Structures owned or operated by the City or located in the Right of Way, the City may charge the Operator an annual fee of \$270.00 for attachment to a Wireless Support Structure in the Right of Way or for the right to access a Small Cell Facility in the Right of Way, subject to such restrictions as may be required by the City's Director of Public Works.

**Sec. 25-509. - Liability and signal interference.**

- A. *No Liability.* The City shall not be liable to the Operator by reason of inconvenience, annoyance or injury to the Small Cell Facilities, Wireless Support Structures, and related ground or pole-mounted equipment or activities conducted by the Operator therefrom, arising from the necessity of repairing any portion of the Right of Way, or from the making of any necessary alteration or improvements in or to any portion of the Right of Way or in or to the City's fixtures, appurtenances or equipment.
- B. *Signal Interference Prohibited.* In the event an Operator's Small Cell Facility interferes with the public safety radio system, or the City's or State of Maryland's

traffic signal system, the Operator shall, at its cost, immediately cooperate with the City to either rule out the Operator as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing. The Operator shall reimburse the City for employee wages and benefits to the extent City employees are involved in issues pertaining to signal interference.

**Sec. 25-510. - Requirements for removal, replacement, maintenance and repair.**

**A. *Replacement of municipal-owned wireless support structure.***

- (1) *When necessary to accommodate Small Cell Facility.* The City may require, in response to an application to Collocate a Small Cell Facility on a City-owned Wireless Support Structure, the replacement or modification of the Wireless Support Structure at the Operator's cost if the City determines that replacement or modification is necessary for compliance with construction and safety standards. Such replacement or modification shall conform to the Design Guidelines. The City may retain ownership of the replacement or modified Wireless Support Structure.
- (2) *Accommodation of reservation of space for future public safety or transportation uses.* If the City has reserved space for future public safety or transportation uses on the City-owned Wireless Support Structure, the replacement or modification must accommodate the future use.

**B. *Removal or relocation required for City project.***

- (1) The Operator shall remove and relocate the permitted Small Cell Facility and/or Wireless Support Structure at the Operator's sole expense to accommodate construction of a public improvement project by the City.
- (2) If an Operator fails to remove or relocate the Small Cell Facility and/or Wireless Support Structure or portion thereof as requested by the City within 120 days of the City's notice, then the City shall be entitled to remove the Small Cell Facility and/or Wireless Support Structure, or portion thereof at the Operator's sole cost and expense, without further notice to the Operator.
- (3) The Operator shall, within thirty (30) days following the issuance of an invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Small Cell Facilities and/or Wireless Support Structure, or portion thereof. The Operator shall be liable for the City's collection costs, including but not limited to, reasonable attorneys' fees, court costs and litigation expenses.

**C. *Removal required by City for safety and imminent danger reasons.***

- (1) An Operator shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Small Cell Facility and/or Wireless Support Structure within the time frame and in the manner required by the City if the City reasonably determines that the disconnection, removal, or relocation of any part of a Small Cell Facility and/or Wireless Support Structure (a) is necessary to protect public property or the public health, safety or welfare, or (b) the Operator fails to obtain all applicable licenses,

- permits, and certifications required by law for its Small Cell Facility and/or Wireless Support Structure.
- (2) If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Small Cell Facility and/or Wireless Support Structure at the Operator's sole cost and expense.
- D. *Removal/abandonment of facilities.*
- (1) An Operator shall remove Small Cell Facilities and/or Wireless Support Structures when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of sixty (60) days of the Small Cell Facility and/or Wireless Support Structure being Abandoned, or within sixty (60) days of receipt of written notice from the City. When an Operator abandons permanent structures in the Right of Way, the Operator shall notify the City in writing of such Abandonment and the location and description of each Small Cell Facility and/or Wireless Support Structure Abandoned. Prior to removal, the Operator must make application to the City and receive approval for such removal. The City may require the Operator to complete remedial measures necessary for public safety and the integrity of the Right of Way.
- (2) The City may, at its option, allow a Wireless Support Structure to remain in the Right of Way and coordinate with the owner to transfer ownership of such Wireless Support Structure to the City, instead of requiring the owner and/or Operator to remove such Wireless Support Structure.
- E. *Restoration.* An Operator shall repair any damage to the Right of Way, any facilities located within the Right of Way, and/or the property of any third party resulting from the Operator's removal or relocation activities (or any other of Operator's activities hereunder) within ten (10) calendar days following the date of such removal or relocation, at the Operator's sole cost and expense. Restoration of the Right of Way and such property must be to substantially the same condition as it was immediately before the date Operator was granted a Small Cell Permit for the applicable location, or did the work at such location (even if Operator did not first obtain a Small Cell Permit). This includes, but is not limited to, restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration and replacement shall be in accordance with any City standards and subject to its the sole reasonable approval.

**Sec. 25-511. - Effect of partial invalidity.**

The provisions of this article XVI of the Zoning Ordinance are hereby declared to be severable, and if any section, subsection, or clause of this article is held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other portions of this article that can be given effect. Further, to the extent that any such provision is otherwise severable, a court of competent jurisdiction may reform that provision to effect the intent of the City if it is possible to do so in such a manner that the resulting provision would not be severable.

**Sec. 25-512. – Penalty.**

- (A) Failure to comply with any provision of this article shall be a municipal infraction, subject to a fine in the amount of \$250.00 per day for each day the violation continues.
- (B) In addition to the fine, the City may revoke the Small Cell Permit(s) which is/are the subject of the municipal infraction, it may request injunctive relief to compel performance of the violated provision, and it may pursue any and all remedies which may be available to it at law or in equity. These remedies are cumulative.

**Item Attachment Documents:**

Order 26,532 - authorizing the Chief of Police to accept a FY20 MCSS School Safety Traffic Safety Grant in the amount of \$10,640 to support police overtime in monitoring school bus routes and deterring unsafe traffic behavior

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

**ORDER NO.** 26,532

**DATE:** October 1, 2019

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

**THAT**, the Chief of Police be and is hereby authorized to accept a FY20 School Traffic Safety Enforcement Grant made available through the Maryland Center for School Safety (MCSS), in the amount of Ten Thousand, Six Hundred and Forty Dollars and No Cents (\$10,640.00) to provide overtime funding to be used for monitoring school bus routes and deterring unsafe traffic behavior.

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**Mayor Raymond M. Morriss**



# Council Agenda Summary

Meeting Date: October 1, 2019

**Agenda Item Number:** FY20 School Traffic Safety Enforcement Grant

Key Staff Contact: Chief Charles H. Hinnant/Capt. Chuck Ternent

## *Item Title:*

FY20 School Traffic Safety Enforcement Grant

## *Summary:*

Authorize the Chief of Police to accept a Maryland Center for School Safety Grant for FY20 in the amount of \$10,640.00 to be used for police overtime monitoring school bus routes and deterring unsafe traffic behavior.

## *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:	\$10,640
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



9/18/2019

### GRANT APPROVAL NOTICE

Maryland Center for School Safety  
C/O: Maryland State Department of Education  
200 W. Baltimore Street  
Baltimore, MD 21201  
Tel: 410 281 2335

**Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502**

#### RE: FY20 School Traffic Safety Enforcement Grant

Dear Mr. Ternent,

After careful review of your grant application for the FY20 School Traffic Safety Enforcement Grant, this letter is to notify you that your application has **been approved** in the amount of **Ten Thousand Six Hundred and Forty dollars [\$10640.00]**. This decision was based on the information contained within your application. You are approved to use these funds for:

- School Bus Safety
- Not approved for: After School Patrols

Please contact the Center with any questions.

Sincerely,

MCSS Grant Review Team  
Maryland Center for School Safety  
Tel: 410 281 2335  
[mcss.mcss@maryland.gov](mailto:mcss.mcss@maryland.gov)

**Item Attachment Documents:**

Order 26,533 - authorizing the Chief of Police to accept a FY20 Maryland Highway Safety Office (MHSO) Traffic Safety Grant in the amount of \$3000 for police overtime support concentrating on distracted driving and DUI enforcement for the project period 10/1/19 - 9/30/20

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

ORDER NO. \_\_\_\_\_

DATE: October 1, 2019

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

**THAT**, the Chief of Police be and is hereby authorized to execute a Project Agreement by and between the Cumberland Police Department and the Maryland Highway Safety Office of the State Highway Administration (MHSO) to accept a FY20 Maryland Highway Safety Grant for Three Thousand Dollars and No Cents (\$3,000.00) for police overtime support concentrating on distracted driving and DUI enforcement for the project period October 1, 2019 through September 30, 2020.

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**Raymond M. Morriss, Mayor**

Project Nos. LE-Cumberland PD-2020-050  
LE-Cumberland PD-2020-051

# Council Agenda Summary

Meeting Date: October 1, 2019

**Agenda Item Number:** FY20 Maryland Highway Safety Office Traffic Safety Grant

Key Staff Contact: Chief Charles H. Hinnant/Capt. Chuck Ternent

## *Item Title:*

FY20 Maryland Highway Safety Office Traffic Safety Grant

## *Summary:*

Authorize the Chief of Police to accept a Maryland Highway Safety Office grant for FY20 in the amount of \$3,000 for police overtime concentrating on Distracted Driving and DUI Enforcement.

## *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:	\$3,000
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

**PROJECT AGREEMENT**  
6601 Ritchie Highway  
Glen Burnie, MD 21062  
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: CPD MHSO Impaired Driving Patrol

**FOR MHSO USE ONLY**

PROJECT NUMBER: LE-Cumberland PD-2020-051

PROJECT AGENCY: Cumberland Police Department

PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502

FUND RECIPIENT: Cumberland Police Department

FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502

FEDERAL IDENTIFICATION NUMBER: 52-6000786

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$2,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
<b>Total</b>	<b>\$2,000.00</b>

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

**PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES**

PROJECT DIRECTOR	AUTHORIZING OFFICIAL
NAME: Chuck Tement	NAME: Charles Hinnant
TITLE: Lieutenant	TITLE: Chief
AGENCY: Cumberland Police Department	AGENCY: Cumberland Police Department
ADDRESS:	ADDRESS:
PHONE: (301) 759-6475 FAX:	PHONE: (301) 759-6475 FAX:
E-MAIL: chuck.tement@cumberlandmd.gov	E-MAIL: charles.hinnant@cumberlandmd.gov
SIGNATURE & DATE: Chuck Tement (Electronically Signed) 09/18/2019	SIGNATURE & DATE:

**FOR MHSO USE ONLY**

PROJECT PERIOD START DATE: 10/01/2019	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 09/30/2020	\$2,000.00

MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)



## PROJECT AGREEMENT

6601 Ritchie Highway

Glen Burnie, MD 21062

PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: CPD MHSO Distracted Driving	<b>FOR MHSO USE ONLY</b>
	PROJECT NUMBER: LE-Cumberland PD-2020-050
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$1,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
<b>Total</b>	<b>\$1,000.00</b>

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: Chuck Ternent		NAME: Charles Hinnant	
TITLE: Lieutenant		TITLE: Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6475	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: chuck.ternent@cumberlandmd.gov		E-MAIL: charles.hinnant@cumberlandmd.gov	
SIGNATURE & DATE:		SIGNATURE & DATE:	
Chuck Ternent (Electronically Signed) 09/18/2019			

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2019	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 09/30/2020	\$1,000.00
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	

**Item Attachment Documents:**

Order 26,534 - accepting the proposal of FESCO Emergency Sales, provided through the H-GAC Cooperative Purchasing Program (Bid No. AM10-18), to remount the 2011 Horton Model 603 Ambulance on a 2020 Ford F-550 4x4 Cab and Chassis per Selected Feature List 15174 dated September 23, 2019, for a total delivered price of \$178,375



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

**ORDER NO. 26,534**

**DATE: October 1, 2019**

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

**THAT** the proposal of FESCO Emergency Sales, 710 Troy Hill Drive, Elkridge, Maryland, 21075, provided through the HGAC Cooperative Purchasing Program (HGAC Bid No. AM10-18), to remount the Cumberland Fire Department's 2011 Horton Model 603 Ambulance on a 2020 Ford F-550 4x4 cab and chassis, per Selected Feature List 15174 dated September 23, 2019, for a total delivered price of One Hundred Seventy-eight Thousand, Three Hundred Seventy-five Dollars and No Cents (\$178,375.00) is hereby accepted.

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**Raymond M. Morriss, Mayor**

Funding:  
001.043.64000



## FESCO EMERGENCY SALES

*BID PROPOSAL for furnishing*



9/23/19

Cumberland Fire Department  
20 Bedford Street  
Cumberland, MD 21502

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices:

REMOUNT One (1) Horton Model 603 ambulance per attached Horton Spec #15174  
Rev #3, dated 9/23/19, mounted on a 2020 Ford F-550 4x4 cab and chassis  
for a total delivered price of..... \$ 178,375.00 \*

\*Pricing based on HGAC Contract AM 10-18

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within 120-150 working days after receipt of this order and the acceptance thereof at our office at Elkridge, Maryland, and to be delivered to you at Jefferson, NC.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal.

**FESCO EMERGENCY SALES  
7010 TROY HILL DR.  
ELKRIDGE, MARYLAND 21075**

By Chuck Simpson/signed

**Chuck Simpson/Regional Manager**



FESCO Emergency Sales—7010 Troy Hill Dr—Elkridge, MD 21075

**CUMBERLAND FIRE DEPARTMENT**  
20 BEDFORD ST  
CUMBERLAND, MD 21502

---

**Year:** 2020  
**Chassis:** Ford Type I, 189" WB, 108"  
**Type:** 1  
**Model:** CCO 108"

*Rev 3* Print Features

15174

### **CATEGORIES:**

- A** Chassis
- B** Body Connection Pass Thru Type
- BH** Chassis Accessories
- BL** Chassis Electrical
- C** Conversion Model
- CB** Module Body Modifications
- D** Module Body Hardware
- E** Paint and Striping
- F** Cabinet Doors, Handles and Hardware
- G** Interior Colors
- H** Interior Cabinets, Streetside
- I** Interior Cabinets, Curbside
- J** Front Wall Cabinets
- K** Interior Accessories and Trim
- L** Cot Mount, and Patient Handling
- M** Warning Systems, Visual
- MN** Warning Systems, Audible
- O** Lights, Non Emergency
- P** Electrical Power Group
- Q** Heat, Ventilation, Air conditioning
- R** Console, Radio, and communications
- T** Oxygen and Suction
- U** Lettering and Graphics
- Z** Other

**Prepared By:** Chuck Simpson

CUMBERLAND FIRE DEPARTMENT  
20 BEDFORD ST  
CUMBERLAND, MD 21502



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

Option   Std   Qty   Header/Description/Data

AA00000C   1   1 SPECIFICATION FOR AN AMBULANCE BODY RECHASSIS

### AB Horton Emergency Vehicles Feature List

AB000001   1   1 ORIGINAL CONVERSION INFORMATION

Original info is as follows:

9/4/2019 CONVERSION INFO.

Original Horton I.D. #14683

Model: 603C

Type: 1 MEDIUM DUTY

Cab to Axle:        !!! 102" !!!

Body Length: 167"

Body Width:        96"

Interior Height:        74"

Cab Connection Type:        Bellows XXX

Body Mount Style:        ViTech XXX

Fuel Fill Location:        UNDER CAB

Electrical System: SYSTEM 2000

CHASSIS INFO.

Year: 2011

Make: NAVISTAR

Model: 4300

Miles:

VIN: 3HAMNAAL5BL408030

AB000002   1   1 RETURN ITEMS

The following items shall be returned to the customer:

9/19/2019

Used chassis disposed of by REV CORP: XXX

!!! NOTE THAT THE VEHICLE TITLE MUST BE PROVIDED IF REV CORP IS TO DISPOSE OF THE OLD CHASSIS.

!!! A \$1,200.00 TRADE ALLOWANCE FOR VEHICLE HAS BEEN INCORPORATED INTO THE PRICING OF THIS SPECIFICATION. VEHICLE MUST BE IN GOOD RUNNING CONDITION AND HAVE ALL CHASSIS COMPONENTS STILL INSTALLED AT TIME OF DROP OFF AT REV REMOUNT FACILITY.

### AC CHASSIS

CUMBERLAND FIRE DEPARTMENT  
20 BEDFORD ST  
CUMBERLAND, MD 21502



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option   Std   Qty   Header/Description/Data

AFF        1        1 FORD F-SERIES CHASSIS

AFFSP001   0        1 FORD F-SERIES SPECIAL INSTRUCTION

9/17/2019   !!! 2020 FORD F-550 4X4 WITH ALUMINUM RIMS, SYNC 3 SCREEN  
                 !!!GPC

AJNSPIC0   1        1 CHASSIS INTERIOR COLOR SHALL BE GRAY

### **B                   CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES**

BH010000   1        1 DIESEL EXHAUST FLUID (DEF)

The fill for the DEF tank will be located in the driver's side of the body forward of the rear wheels. A lable stating "DIESEL EXHAUST FLUID (DEF)" will be installed next to the fill neck.  
(Option is applicable to 2011 and later Ford F-series chassis)

BH02A330   0        1 STAINLESS BRAIDED VALVE EXTENSIONS

Install stainless steel braided filler extensions on the rear tires. Fasten to the center wheel hub with stainless steel brackets.

9/4/2019

BH03B000   0        1 MUD FLAPS: rear

Install individual rear mud flaps behind each set of rear wheels.

9/4/2019

BH08GS1E   0        1 RUNNING BOARDS: EMBOSSED W/GRIP STRUT

Install heavy duty aluminum diamond plate running boards and splash shields. Install grip strut inserts for enhanced drain and foot grip.

9/4/2019



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**BH10B000 0 1 REAR TOW HOOKS**

Install (2) tow hooks rear of vehicle. Attach to bumper frame.

9/4/2019 Configure:

**BH110000 0 1 INSTALL NEW REAR STEP/ BUMPER ASSEMBLY**

Install an entire rear step bumper including chassis hangers. The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

9/4/2019

**BH16M000 0 1 LIQUID SPRING SUSPENSION WITH DUMP FEATURE**

A Liquid Spring rear suspension shall be installed. The suspension system shall dump when the left rear entry door is opened. The system shall include a dump override switch.

9/4/2019 DUMP SWITCH LOCATION:

**BH32OR00 1 1 SUSPENSION SWITCH: dump override**

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door.

9/4/2019 Switch Locate: RIGHT SIDE REAR ENTRY DOOR

**BL073000 1 1 BATTERIES, STANDARD ON F-SERIES FORD CHASSIS**

(2) OEM batteries shall be installed in the manufacturers under hood battery tray locations.

**BL08A000 1 1 BATTERY HEAT SHIELDS**

Battery heat shields will be provided for any battery located under the hood which is not protected by the OEM manufacturer.

**BL32A000 1 1 OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER**

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

CUMBERLAND FIRE DEPARTMENT  
20 BEDFORD ST  
CUMBERLAND, MD 21502



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**BSP00001 0 1 SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES**

9/6/2019 !!! INSTALL NEW BACKUP CAMERA AND CONNECT TO FORD SYNC 3 SCREEN

**C1 RECHASSIS**

**CA900000 0 1 BASE CHANGEOVER**

Existing ambulance body is to be remounted onto a new chassis. Perform inspection of body and communicate any areas of concern to the customer.

**CB080500 0 1 DRIP MOLDINGS: Replace**

New body door drip molding shall be installed above compartments and patient entry doors.

9/4/2019

**CB100000 1 1 BODY TO CHASSIS TIE DOWNS & CAB TO BODY SEAL OR BELLOWS**

All new body to chassis tie downs shall be installed. Tie downs to be same style as original. Also a new cab to body seal or bellows shall be installed. Whichever is applicable

**CB250500 0 10 REPLACE ENTRY DOOR HANDLES, EACH**

Upgrade entry door Trimark handles, and linkage to current standards. New inside bezel included.

9/4/2019 Doors:

**CBSP0001 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS**

9/4/2019 !!! MODIFY FRONT OF BODY FOR NEW PASS THROUGH LOCATION

**CBSP0002 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS**

9/4/2019 !!! MODIFY STREETSIDE OF BODY TO ACCOMMODATE DEF FILL AND FUEL FILL

**D MODULE BODY HARDWARE**

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## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**DG030000 0 1 COMPARTMENT AND ENTRY DOOR SEALS**

All entry door and compartment door seals shall be replaced.

9/4/2019

**DH03A000 0 2 REPLACE FRONT STAINLESS STEEL SPLASH SHIELDS**

Replace the stainless steel splash shields with new brushed stainless material.

9/6/2019 Note: Quantity is each

**DH04BB00 0 2 REPLACE MODULE BODY FENDERS: rubber**

New rubber extruded fenders shall be installed around the rear wheel well opening.

9/4/2019 Note: Quantity is each

**DH05A000 0 4 REPLACE RUB RAILS, RUBBER,EACH**

Replace the lower body rubrails with new rubber rub rails as noted.

9/4/2019 Locate: ALL

**DH100000 0 1 STAINLESS COMPARTMENT SILL PLATES:**

Stainless steel compartment sill plates shall be installed as noted below.  
(Pricing is per compartment)

9/4/2019 Locate: BACKBOARD COMPARTMENT

**DH110000 0 4 REPLACE DIAMOND PLATE CORNER GUARD, EACH**

Replace the diamond plate corner guard at the described location.

9/6/2019 Locate: ALL FOUR CORNERS

**DH420000 0 1 REPLACE THE DIAMOND PLATE RISER**

Replace the rear diamondplate riser between the bottom of the rear entry door opening and the bottom of the body.

9/4/2019

**DH610000 0 1 REAR DOOR SILL PLATE**

Install new stainless steel sill plate at rear patient access doors.

9/4/2019





## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**DH620000 0 1 SIDE DOOR SILL PLATE**

Install new stainless steel sill plate at side patient access doors.

9/4/2019

**DH650000 0 7 GAS HOLDOPEN, EACH**

Remove and replace gas cylinder hold open.

9/4/2019 Door#

**DL48B000 0 1 ELECTRIC DOOR SWITCH: concealed**

Install a concealed switch on the exterior of the vehicle to operate the power door lock circuit. Doors shall be wired to unlock only on this circuit.

9/4/2019 Locate: REAR LICENSE PLATE BRACKET

**DL48D000 0 1 ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES**

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

9/4/2019

**DLH40000 0 1 RECESSED LICENSE PLATE BRACKET**

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.

9/4/2019

**DR230000 0 1 REMOVE RUBBER COVERING IN BACKBOARD COMPARTMENT**

Remove the existing rubber matting in the backboard compartment in preparation for the installation of new material.

9/4/2019

**DR23A000 0 1 RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT**

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

9/4/2019 Color: BLACK

**DSP00001 0 1 SPECIAL INSTRUCTION, MODULE BODY HARDWARE**

9/4/2019 !!! REPLACE POWER DOOR LOCK WIRING ON ENTRY DOORS

CUMBERLAND FIRE DEPARTMENT  
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## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

Option   Std   Qty   Header/Description/Data

### E1 PAINT AND STRIPING

#### ED00000C   0   1 COMPLETE REPAINT

1. Remove all body doors, door handles, hinges, windows and hardware
2. Sand body and doors
3. Acid etch body and doors
4. Apply conversion coating
5. Repaint body and doors per color instructions listed below
6. Reinstall doors, door handles, hinges, windows and hardware unless new parts are specified

9/4/2019

#### ED010000   1   1 CHASSIS PAINT: standard white

Chassis color to be standard white.

#### ED050000   0   1 MODULE PAINT: other color

Paint MODULE special color

9/4/2019   Paint Color:   RED

Paint Number:

Note: This option applies only when repaint option is chosen above.

#### ED20PS00   1   1 PAINT PANEL: sample

A painted test panel shall be prepared with the following paint color and number, to confirm correct paint selection. The panel will be mailed as designated.

9/4/2019   Color:   RED

Paint Number: FLNA 3004

#### ESP00001   0   1 SPECIAL INSTRUCTION, PAINT & STRIPING

9/4/2019   !!! PAINT LOWER HALF OF CAB BOTTOM OF "B" POSTS DOWN

### F INTERIOR CABINET DOORS, HANDLES & HARDWARE



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

Option	Std	Qty	Header/Description/Data
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FE010001	1	1	<b>INSPECT CABINET DOORS, HANDLES &amp; HARDWARE</b>
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All Interior cabinet latches, hinges, doors, handles, sliders, hardware and trim to be inspected, and replaced as required. Replacement of parts will be at an extra cost and must be approved prior to replacement.

FE01FS00	0	17	<b>REPLACE LATCH, HINGED DOOR: Southco flush stainless steel pull style</b>
----------	---	----	-----------------------------------------------------------------------------

The cabinet latches listed below are to be replaced with new Southco stainless steel flush mounted pull ring latches.

9/4/2019 Cabinet(s) ALL LATCHES  
Note: Quantity is each

G1	<b>INTERIOR COLORS, UPHOLSTERY AND SEATING</b>		
----	------------------------------------------------	--	--

GF00001C	0	1	<b>REPLACE ALL INTERIOR UPHOLSTERY</b>
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Replace all interior upholstery with water fall style cushions and backrests. Include bench cushions, CPR seat, hip cushions, backrests, and head bumpers. Install new closeouts.

9/4/2019 Color: GRAY

Note: Does not include bucket seats.

GSP00001	0	1	<b>SPECIAL INSTRUCTION, INTERIOR COLORS &amp; SEATING</b>
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9/6/2019 !!! NEW USSC ATTENDANT SEAT WITH CHILD SAFETY SEAT, HORTON HARNESS AND VEST

H1	<b>INTERIOR CABINETRY, STREET SIDE</b>		
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HK02LU20	0	2	<b>GAS HOLD OPEN FOR LIFT UP CPR SEAT CUSHION</b>
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A gas holdopen shall be installed to keep the CPR seat cushion in the upright position when opened.

9/4/2019

JA	<b>INTERIOR CABINETS, FRONT</b>		
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CUMBERLAND FIRE DEPARTMENT  
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## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

Option   Std   Qty   Header/Description/Data

### K1      MODULE INTERIOR ACCESSORIES AND TRIM

#### KSP00001    0    1 SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

9/4/2019   !!!   TOUCH UP AND PAINT ALL CABINET WALLS AND EXPOSED INTERIOR ALUMINUM  
PAINTED AREAS

#### KSP00002    0    1 SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

9/4/2019   !!!   POLISH SOLID SURFACE COUNTERTOPS

#### KSP00003    0    1 SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

9/4/2019   !!!   LINE-X THRESHOLDS AND STEPWELL

#### KSP00004    0    1 SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

9/4/2019   !!!   REPLACE EXISTING EDGE TRIM ON BENCH AREA AROUND WASTE COMPARTMENT

### L1      COT MOUNTS AND ACCESSORIES

CUMBERLAND FIRE DEPARTMENT  
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CUMBERLAND, MD 21502



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

#### **LG03E000 0 1 COT MOUNT: optional**

Install optional cot mount hardware:

SPECIAL NOTE: The Litter Fastener/Anchorage you have selected for this order does not meet the performance requirements of the SAE J3027- Recommended Practice for Ambulance Litter Integrity, Retention and Patient Restraint.

Section 3.11.6 of KKK-A-1822F, as revised July 1, 2015 (Change Notice 8), requires that the installed litter fastener device for wheeled cots meets the performance requirements of SAE J3027. Individual requirements for your State may also be applicable, and should be reviewed.

Based on your litter fastener selection, this ambulance will not be compliant with KKK-A-1822F in that specific respect.

9/23/2019 Make: STRYKER INDUCTIVE CHARGING PERFORMANCE LOAD  
Cot Model: POWER PRO XT

!!! THIS MOUNTING SYSTEM DOES MEET CURRENT KKK-1822-A STANDARDS. IGNORE STANDARD BOILERPLATE THAT INDICATES IT DOES NOT MEET THAT REQUIREMENT. THE STANDARD BOILERPLATE CANNOT BE REMOVED.

### **M LIGHTBARS FRONT AND REAR**

#### **MAM15G00 1 1 TRANSFER EXISTING LIGHTBAR:**

The current cab-mounted front lightbar is to be transferred to the new unit per instructions below:

Model:  
Locate:

### **MM ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS**

#### **MM01A000 0 1 WIG WAG HEADLIGHTS:**

Install wig wag headlight flasher.

9/4/2019



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**MM10M000 0 2 L.E.D. WARNING: patient entry door, DUAL color (EACH)**

Install custom made L.E.D. light strips on the interior patient entry door panels. The lights are to have 3" sections of alternating light colors as noted below. The light strips shall have a integral lens strip for maximum light disbursement. Installation will be flush with the inner door panel. The light strip shall flash when the door is open, and the red flashing light circuit is activated.

9/4/2019 !!! REPLACE THE EXISTING LED STRIP LIGHTS IN SIDE ENTRY DOOR WITH DUAL COLOR RED/AMBER LIGHTS

**MM26SI10 1 1 TRANSFER THE EXISTING CHASSIS INTERSECTION LIGHTS**

The existing intersection lights shall be transferred from the old chassis to the new one.

9/4/2019 Model: 400 WHELEN

Locate: INTERSECTION (DO NOT TRANSFER HOUSINGS-USE NEW CHROME BEZELS)

Note: Applies only if compatible.

**MM26UP00 1 1 GRILLE LIGHTS, TRANSFER ORIGINAL**

Transfer the existing grille lights from the old chassis to the new chassis.

9/4/2019 Model: 700 WHELEN

Locate: GRILLE (DO NOT TRANSFER HOUSINGS - USE NEW CHROME BEZELS)

Note: Applies only if compatible

**MM700000 0 1 FLASHING SEQUENCE FOR LED LIGHTING**

Specify flash pattern programming for selected or all applicable warning lights:

9/4/2019 !!! DUPLICATE PREVIOUS PROGRAMMING

**MMSP0010 0 1 SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS**

9/4/2019 !!! DUPLICATE ALL PREVIOUS PROGRAMMING ON EMERGENCY LIGHTS INCLUDING SECONDARY PROGRAMMING AND CUTOFF PROGRAMMING

**MMSP0020 0 1 SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS**

9/4/2019 !!! BUFF AND POLISH ALL EMERGENCY LIGHTS AND FRONT LIGHTBAR

### **MN AUDIBLE EMERGENCY WARNING SYSTEMS**

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## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**MN35EF10 0 1 SIREN, FEDERAL PA300MSC**

Specified siren to be: Federal PA300MSC, 200 watt w/microphone and Hi-Lo tone.

9/4/2019 !!! MUST HAVE REMOVEABLE MICROPHONE

**MN45DG00 0 1 SIREN SPEAKERS: C.P. SAD3802 & SAP3802 RECESSED IN BUMPER**

Cast Products #SAD3802 & SAP3802 siren speakers shall be recess mounted into the ends of the chassis bumper.

9/4/2019 !!! CORRECT MODEL#?

**MN50A000 0 1 SPEAKER INSTALL: bumper**

Speaker Selections (Bumper Installed)

9/4/2019

### **O LIGHTS**

### **PA ELECTRICAL POWER GROUP**

**PAL00009 1 1 CHASSIS ELECTRICAL HARNESS**

A new electrical harness shall be installed on the new chassis. This harness will be custom made to mate up to the existing body.

**PAL01B00 1 1 BATTERY SWITCH: std. operation**

The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.

NOTE: DO NOT MODIFY OEM BATTERY SWITCH UNLESS STATED BELOW.

**PAL38P00 0 1 SHORELINE COVER:**

Install a new shoreline cover.

9/4/2019 Color: RED



## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**PL22C000 1 1 STEP WELL LIGHT:**

Install a 10.5" LED Vista light strip in the standard location on the bench side of the step well. Light to activate with door open.

**PL27CF00 0 7 PATIENT CEILING DOME LIGHT: LED**

LED dome lights will be installed in the designated areas of the patient ceiling.

9/17/2019 Locate:

**PL290000 1 1 TRANSFER THE EXISTING HAND HELD SPOTLIGHT**

The existing hand held spotlight is to be transferred from the original chassis to the new one.

Locate:

**PSP00001 0 1 SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING**

9/4/2019 !!! INSTALL TWO TECHNIQUE 36" RETROFIT LED LIGHTS IN EXISTING FLOURESCENT LIGHT FIXTURES WITH NEW LENS COVERS

**PSP00002 0 1 SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING**

9/4/2019 !!! DUPLICATE ALL PREVIOUS INTELLIPLEX PROGRAMMING

**PSP00003 0 1 SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING**

9/4/2019 !!! INSTALL A NEW DOME LIGHT IN THE ELECTRICAL CABINET

### **QC HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT**

**QH29F300 0 1 REPLACE HEAT/AC SYSTEM FORD F SERIES WITH EXTERNAL CONDENSOR, FACE**

Install a ProAir 12V heat/AC system below the attendant seat. Unit is to include a replaceable carbon filter at the air intake point. An auxiliary external AC condenser will be installed on the front face of the body.

9/4/2019





## Selected Feature List 15174

Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

Option	Std	Qty	Header/Description/Data
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QH29F500	1	1	RECEIVER/DRYER KIT, ALL FORD F-SERIES CHASSIS
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Receiver/dryer kit #80-001-949 w/pressure switch shall be installed in the air conditioning system.

QH29N000	0	1	PAINT AUXILIARY CONDENSER, FRONT FACE, TO MATCH BODY:
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Paint the auxiliary condensor mounted on the front face of the body to match the body color. Standard color is white.

9/4/2019

QSP00001	0	1	SPECIAL INSTRUCTION, HEAT/AC & INTERIOR ENVIRONMENT
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9/4/2019 !!! INSTALL HORTON FABRICATED EXTERNAL STAINLESS A/C FILTER HOLDERS ON SEAT BASE WITH NEW FILTERS

!!! NOTE - REQUIRES HORTON PART NUMBERS

R	CAB CONSOLE AND COMMUNICATIONS		
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RJ01AA00	0	1	ANTENNA COAX 1:
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Install additional antenna coax and accesses.

9/4/2019 Exterior Termination: MODULE ROOF - FRONT  
Interior Termination: BEHIND DRIVERS SEAT - COIL EXTRA

!!! INSTALL DEALER SUPPLIED NMO MOUNT AND ANTENNA CABLE

RJ01B000	0	1	ANTENNA COAX 2:
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Install additional antenna coax and accesses.

9/4/2019 Exterior Termination: MODULE ROOF - CENTER  
Interior Termination: BEHIND DRIVERS SEAT - COIL EXCESS BEHIND SEAT

!!! INSTALL DEALER SUPPLIED NMO MOUNT AND ANTENNA CABLE

RJ01C000	0	1	ANTENNA COAX 3:
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Install additional antenna coax and accesses.

9/4/2019 Exterior Termination: MODULE ROOF - CENTER/REAR  
Interior Termination: BEHIND DRIVERS SEAT - COIL EXCESS CABLE BEHIND SEAT

!!! INSTALL DEALER SUPPLIED NMO MOUNT AND ANTENNA CABLE

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Year: 2020  
Chassis: Ford Type I, 189" WB, 108"  
Model: CCO 108"

### Option Std Qty Header/Description/Data

**RJ05B000 0 1 FRONT CONSOLE:**

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

9/4/2019

**RJ05C000 0 1 CONSOLE EXTENSION:**

A box for mounting radio heads and storage maps, books, or binders will be attached to the standard engine cover console. Standard box includes (3) 2.5 storage sections, and 8.5 faceplate for radio mounting.

9/4/2019

**RJ05CP00 0 2 CUP HOLDERS**

Install two (2) cup holders recessed into the console per drawing.

9/17/2019 Size: LARGE (4) TOTAL

**RJ06A000 0 2 RADIO HEAD PRE-CUT: front**

Cut out control console for radio head(s).

9/4/2019 Model #:

**RJ06AT00 0 1 RADIO HEAD, TRANSFER: FRONT**

Cut out control console for radio head(s) and transfer head from old console.

9/4/2019 Model #:

**RJ071000 0 1 TRANSFER EXISTING RADIO CABLES**

The existing communication radio cables shall be transferred to the new vehicle.

9/4/2019

**RJ08A000 0 2 RADIO POWER/GROUND:**

Install three 6 gauge cables to positive and ground studs for radio power. Wire one constant hot, one ignition hot and one ground.

9/4/2019 Locate: BEHIND DRIVERS SEAT AND FRONT CONSOLE  
Configure: battery switched, battery hot and ground

**RSP00001 0 1 SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS**

9/4/2019 !!! PULL OUT ALL EXISTING ANTENNA CABLING AND NMO MOUNTS. SEAL HOLES IN ROOF WHERE APPLICABLE PRIOR TO PAINT.

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## Selected Feature List 15174

Year: 2020

Chassis: Ford Type I, 189" WB, 108"

Model: CCO 108"

### Option Std Qty Header/Description/Data

#### RSP00002 0 1 SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

9/4/2019 !!! INSTALL A BLANK RADIO PANEL IN REAR CABINET HEAD OF BENCH  
WHERE EXISTING RADIO IS REMOVED.

### TA OXYGEN AND SUCTION

#### TN001000 1 1 TRANSFER AND RETEST O2 SYSTEM:

Transfer the existing O2 system to the new unit and retest.

#### TN11C000 0 1 ASPIRATOR: SSCOR

Install an SSCOR aspirator. The system shall include a #22000 wall mounted regulator, and a #23002 canister holder. Plumb to the pump selected.

9/4/2019 !!! NEED NEW CANNISTER AND BRACKET ONLY. PLUMB TO EXISTING SYSTEM

#### TSP00001 0 1 SPECIAL INSTRUCTION, OXYGEN & SUCTION

9/6/2019 !!! INSTALL NEW OXYGEN BOTTLE REGULATOR

### U LETTERING

#### UP010000 0 1 LETTERING:

Lettering to be included.

9/4/2019 !!! NEW DEALER INSTALLED STRIPING AND LETTERING TO DUPLICATE PREVIOUS  
FORD UNIT

### Z MISCELLANEOUS

9/4/2019

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## Selected Feature List 15174

Year: 2020

Chassis: Ford Type I, 189" WB, 108"

Model: CCO 108"

### Option Std Qty Header/Description/Data

**Z00** 0 1

9/17/2019 !!! DEALER FURNISHED AND/OR INSTALLED ITEMS:

!!! CUSTOMER TO TRANSPORT UNIT TO REV REMOUNT FACILITY  
!!! FESCO REP TO INSPECT VEHICLE. CUSTOMER TO MEET FOR INSPECTION  
AND TRANSPORT BACK TO ELKRIDGE FOR FINAL PREP AND GRAPHICS  
INSTALLATION. CUSTOMER RESPONSIBLE FOR THEIR TRAVEL FEES  
!!! SHOP FEE  
!!! (3) NMO MOUNTS AND ANTENNA CABLES  
!!! HGAC CONTRACT FEE  
!!! HORTON 1-18, 12-18  
!!! CHASSIS TRADE IN ALLOWANCE OF \$1200.00 CHASSIS TITLE MUST BE  
SIGNED IN ENDORSEMENT SECTION RELEASING TITLE AND DELIVERED WHEN  
AMBULANCE IS DROPPED OFF AT REMOUNT FACILITY

**Z04** 0 1 Fuel, Tags, Etc.

Allowance for fuel, tags and administrative.

Authorized Department Signature(s):

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**Item Attachment Documents:**

Order 26,535 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Ruth Clark pertaining to 308 Woodside Drive has been fully paid and satisfied

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

**ORDER NO. 26,535**

**DATE: October 1, 2019**

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

**THAT** the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Ruth Clark, pertaining to 308 Woodside Drive and dated December 2, 1997 (Allegany County Land Records Book 656, Page 348), has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

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**Raymond M. Morriss, Mayor**

## CERTIFICATE OF SATISFACTION

Know All Men By These Presents:

That Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain City of Cumberland Deferred Loan Agreement made by and between Ruth Clark and Mayor and City Council of Cumberland, Maryland dated December 2, 1997 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 656, folio 437 has been fully paid and satisfied, that Mayor and City Council of Cumberland was at the time of satisfaction the holder of the City of Cumberland Deferred Loan Agreement, and that the lien effected thereby is released.

WITNESS the hand and seal of the holder of the said City of Cumberland Deferred Loan Agreement this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

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

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss** who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



# CITY OF CUMBERLAND MARYLAND

## DEPARTMENT OF FINANCE

June 18, 2019

City of Cumberland Housing Rehabilitation Loan #T96-001-HAO-116DL

Allegheny Highlands Title & Settlement  
153 Baltimore St – Suite 2  
Cumberland, MD 21502

Dear Ms Gardner:

The payoff amount on the above deferred loan in the name of Ruth Clark,  
308 Woodside Drive, Cumberland Maryland is \$16,224.73.

Please make check payable to: Mayor & City Council of Cumberland

Send payment to: City of Cumberland  
Finance Office  
57 N Liberty Street  
Cumberland, MD 21502

If you need any additional information or have any questions regarding the  
above information, please contact me at 301 759 6405.

**MAYOR**  
RAYMOND M. MORRISS

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

**CITY ADMINISTRATOR**  
JEFFREY D. RHODES

**COMPTROLLER**  
KEN TRESSLER

Sincerely,

Lisa Terrell  
Accounting Specialist  
City of Cumberland



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
VOICE (301)722-2000 • FAX (301)759-6413 • TDD (800)735-2258



Jack Price, Esq.  
100 Green St. Alb...

Jan 5 1998

(Filed and Recorded January 2, 1998 @ 2:18 P.M.)

# CITY OF CUMBERLAND DEFERRED LOAN AGREEMENT

BOOK 656 PAGE 347

THIS AGREEMENT, made and entered into this 2nd day of

December 1997, by and between the MAYOR AND CITY COUNCIL OF

CUMBERLAND (hereinafter referred to as "City"), and Ms. Ruth Clark  
(hereinafter referred to as "Owner");

## WITNESSETH:

WHEREAS, Congress, in passing the Housing and Community Development Act of 1974, has placed a strong emphasis on the rehabilitation of buildings to alleviate harmful conditions which cause blight or deterioration within neighborhoods; and

WHEREAS, having received a block grant pursuant to such Act, the City has undertaken a program of code enforcement and rehabilitation of certain properties located within the boundaries of the City of Cumberland; and

WHEREAS, the City desires to maintain neighborhood integrity and structural conformity in those areas where rehabilitation is undertaken through a Deferred Loan Program; and

WHEREAS, the Owner is desirous of rehabilitating his property with the assistance of the City loan in conformity with the neighborhood in which it is located; and

WHEREAS, the Owner is an occupant of the said property and meets the financial eligibility criteria which are applicable to the City's Deferred Loan Program; and

WHEREAS, the Owner is agreeable to maintaining his property, after rehabilitation, in accordance with the standards and controls desired by the City;

## NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the loan of SIXTEEN THOUSAND TWO  
HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-THREE CENTS (\$16,224.73)

HP FD SURE \$  
RECORDING FEE  
101.00  
Fees: 4.00  
SAL FEE  
12.00  
FEE: 4.00  
BLK # 03  
02-16 PM

(the "Loan") and other good and valuable considerations the receipt of which is hereby acknowledged, the Owner hereby grants and conveys unto the City a rehabilitation easement and does hereby subject the property(s) known as 308 WOODSIDE AVENUE and more particularly described on the attached Exhibit A which is incorporated herein and made a part hereof (the "Property") to the claim of the City for the repayment of the Loan pursuant to the terms and conditions hereinafter set forth:

I. The City agrees as follows:

1. To hold the Loan proceeds in escrow to ensure that rehabilitation of the property is satisfactorily completed.
2. Upon satisfactory proof of completion of such rehabilitation, or portions thereof, and the owner's authorization, the City will disburse said funds to the contractor.

II. The Owner agrees as follows:

1. To make no architectural charges to the exterior of the Property which do not meet with the standards already established to the neighborhood. Any proposed work or changes must have prior approval of the Department of Housing and Community Development. When required, a permit for such work or changes must be obtained from the City.
2. Upon completion of the proposed rehabilitation of the Property as herein contemplated, thereafter to keep the Property in good repair and in compliance with the City Codes and Ordinances.
3. To pay when due all taxes, assessments and public charges constituting liens on the Property and to insure the Property against loss or damage by fire and other hazards, casualties or contingencies ordinarily covered by standard fire and extended coverage or all risk policies in amounts sufficient to avoid the Owner's becoming a coinsurer with the insurance company or companies insuring the Property.
4. In the event the Property is transferred, sold, assigned, or abandoned or if the Owner ceases to own or occupy the Property, whether by death, condemnation, operation of law, or otherwise, the balance of the Loan shall immediately be repaid to the City.
5. In the event the Owner is determined by the City to no longer be eligible to participate in the Deferred Loan Program, the balance of the Loan shall immediately be repaid to the City. Owner agrees to provide the City with a signed copy of Owner's Federal and State income tax returns upon Owners filing of the originals with the appropriate taxing authority.

6. To pay interest on the principal amount of the Loan at the rate of 0 % per annum (simple interest) from the date of this Agreement until the date the principal amount of the Loan is repaid in full; such interest, however, shall not become due and payable until the said principal is actually repaid, subject to the provisions relating to partial prepayments in Article III.

III. The City and Owner mutually agree as follows:

The Owner shall have the right to prepayment or any part of the Loan at any time without penalty. Any partial prepayment shall first be applied to accrued interest and the balance thereof to unpaid principal.

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By Edward C. Athey

ATTEST:

Chadway C. Wilford

John L. Harr  
Witness:

Ruth C. Clark  
Owner:

Witness:

Owner:

STATE OF MARYLAND,

COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of December, 1997 before me the subscriber, a Notary Public of the State of Maryland, personally appeared Edward Athey, Mayor, and he acknowledged the foregoing to be the corporate act and deed of the City.

WITNESS my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

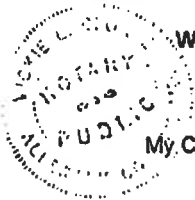
My Commission Expires:

EXPIRES JAN. 24, 2001

STATE OF MARYLAND

COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of December,  
1997, before me the subscriber, a Notary Public of the State of Maryland, personally  
appeared Ruth Cenic, owner of the property described herein, and  
she acknowledged that she executed the same for the purposes herein  
contained.



WITNESS my hand and Notarial Seal.

Ruth Cenic  
NOTARY PUBLIC

My Commission Expires:

my commission expires JAN. 24, 2001

The undersigned hereby certifies that this instrument was prepared by  
or under the supervision of an attorney admitted to practice before the  
Court of Appeals of Maryland, or by or on behalf of one of the parties named  
herein.

H. Jack Price, Jr.  
City Solicitor

**SCHEDULE "A"**  
**Description of Property**

ALL that lot or parcel of ground situated on the Easterly side of Woodside Avenue in the City of Cumberland, Allegany County, Maryland, which is described as follows, to-wit:

BEGINNING for the same on the easterly side of Woodside Avenue at the beginning of the lot conveyed to John C. Shafer and wife by the Holzshu Realty Company by deed dated January 19, 1917, and recorded in Liber No. 120, folio 365, one of the Land Records of Allegany County, and running thence with the first line of said lot, North 87 1/2 degrees East 140 feet (surface measurements) to an alley, then with said alley, South 2 1/2 degrees East 30 feet, then South 87 1/2 degrees West 140 feet to Woodside Avenue, then with the easterly side of said Avenue, North 2 1/2 degrees West 30 feet to the place of beginning.

IT BEING the same property which was conveyed to Charles H. Clark and Ruth E. Clark, his wife, by deed from Harold H. Leasure and Marguerite L. Leasure, dated August 13, 1945, and recorded among the Land Records of Allegany County, Maryland in Deed Book 204, page 695.

**Item Attachment Documents:**

Order 26,536 - authorizing Special Taxing District residential exemptions for the 2019/2020 tax year for properties 49-59 North Centre Street (\$964.33) and 101 South Centre Street (\$171.34)

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

**ORDER NO.** 26,536

**DATE:** October 1, 2019

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

**THAT,** the following Residential Exemptions from the Special Taxing District Levy for the 2019-2020 tax years be and is hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
49-59 N. Centre St. – Shirley Giarritta	2019-2020 Tax No. 14-0049554P	\$964.33
101 S. Centre St. – Julianne Hagan	2019-2020 Tax No. 040165724S	\$171.34

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

---

**Raymond M. Morriss, Mayor**



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

Tax Year 7/01/2019-6\*

I, Shirley Harbatta request an exemption from the Special Taxing District Levy for property owned by me at: 49 - 59 47. Central Street

My request is based upon the fact that:

55% **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

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

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

Residential 55 %

Industrial \_\_\_\_\_ %

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

Signed: Shirley Harbatta  
Date: 9/23/2019

**For City use**

Tax Account No: 14 004955 4P

	Assessed Amount	Tax Amount
Original	<u>384500</u>	<u>1753.32</u>
Exempt	<u>211475</u>	<u>964.33</u>
Billable	<u>173025</u>	<u>788.99</u>



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

Tax Year 2019-2020

I, Julianne M. Hagan request an exemption from the Special Taxing District Levy for property owned by me at: 101 S. Centre Street, Cumberland, MD 21502

My request is based upon the fact that:

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

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

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

Residential 50 %

Industrial        %

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

Signed: \_\_\_\_\_

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

*Julianne M. Hagan*  
9/23/19

**For City use**

Tax Account No: 04016572 45

	Assessed Amount	Tax Amount
Original	<u>127867</u>	<u>342.68</u>
Exempt	<u>63933</u>	<u>171.34</u>
Billable	<u>63934</u>	<u>171.34</u>

September 11, 2019  
101 S. Centre Street  
Cumberland, MD 21502

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

Re: Special Taxing District Partial Exemption Request, Tax ID 04-016572

Dear Honorable Mayor and Council Members:

Please find enclosed a Request for Exemption from the special tax for the tax year 2019-2020 on my property at 101 S. Centre Street, Cumberland, Maryland.

I can be reached at the phone # or email address listed below if you have any questions or wish to discuss my Request.

Sincerely,

A handwritten signature in cursive script that reads "Julianne Hagan". The signature is written in dark ink and includes a long, sweeping horizontal line at the end.

Julianne M. Hagan, Owner  
[juliannehagan@gmail.com](mailto:juliannehagan@gmail.com)  
949-378-8360

**Item Attachment Documents:**

Order 26,537 - accepting the proposal from McNees Wallace & Nurick LLC to provide legal services to the City to address matters before the PA Public Utility Commission and the PA Department of Environmental Protection, and authorizing execution of documentation to formalize acceptance of the proposal

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

**ORDER NO.** 26,537

**DATE:** October 1, 2019

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

**THAT**, the proposal from McNees Wallace & Nurick LLC, 100 Pine Street, PO Box 1166, Harrisburg, PA 17108-1166, to provide legal services for the Mayor and City Council of Cumberland to address matters before the PA Public Utility Commission and the PA Department of Environmental Protection be and is hereby accepted; and

**BE IT FURTHER ORDERED**, that documentation formalizing acceptance of the proposal may be executed by the Mayor and/or City Administrator.

---

**Mayor Raymond M. Morriss**



100 Pine Street • PO Box 1166 • Harrisburg, PA 17108-1166  
Tel: 717.232.8000 • Fax: 717.237.5300

Kathy L. Pape  
Direct Dial: 717.237.5361  
Fax: 717.237.5300  
kpape@mcneeslaw.com

September 19, 2019

**VIA E-MAIL AND FIRST CLASS MAIL**

Robert Smith, Secretary  
Evitts Creek Water Company  
57 N. Liberty Street  
Cumberland, MD 21502  
[robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)

Jeffrey Rhodes, City Administrator  
City of Cumberland  
57 N. Liberty Street  
Cumberland, MD 21502  
[jeff.rhodes@cumberlandmd.gov](mailto:jeff.rhodes@cumberlandmd.gov)

**RE: Engagement Letter**

Dear Mr. Smith and Mr. Rhodes:

Thank you for selecting McNees Wallace & Nurick LLC to provide legal services to Evitts Creek Water Company. We appreciate the confidence you have shown in our Firm.

This letter sets forth the scope and terms of our engagement as well as our expectations of you regarding billing, payment, cooperation and communication during our representation. These terms will also apply to additional legal services that we may agree to provide beyond those described in this letter.

You have asked our Firm to represent Evitts Creek Water Company to address matters before the Pennsylvania Public Utility Commission and the Pennsylvania Department of Environmental Protection. Our client in this engagement is Evitts Creek Water Company only and no one else. We will not be representing any of Evitts Creek Water Company's affiliated or associated entities or any of its individual owners, officers, directors, shareholders, investors, agents, partners, members, or employees. These non-represented affiliated or associated entities and individuals should consider whether they should engage counsel to represent their personal interests.

Our fees will be based primarily upon hourly rates the firm sets for each person who provides legal services in this matter. My current hourly rate is \$450. The rates of others who may work on the engagement include Stephen Matzura, whose current hourly rate is \$315 and Adeolu Bakare, whose current hourly rate is \$295. These rates are subject to periodic adjustment by the Firm, based on increased costs affecting our practice and enhanced experience of particular personnel working on the matter. Our billing rates normally are adjusted as of December 1 of each year.

Any estimate we furnish of the amount of fees and costs likely to be incurred in this matter will be based on our professional judgment, taking into account the variety of factors that affect the scope, complexity and duration of any matter. That estimate is not a maximum or fixed-fee quotation. The payment of our fee is not contingent on outcome or success.

**[www.McNeesLaw.com](http://www.McNeesLaw.com)**

Harrisburg, PA • Lancaster, PA • Scranton, PA • State College, PA • Columbus, OH • Frederick, MD • Washington, DC

The enclosed document titled "Financial Arrangements with Clients" describes the billing policies and procedures that will apply in this engagement. Please read it carefully, and retain it with this engagement letter. You agree to pay our statements for services and expenses within thirty (30) days. If our statements are not paid when due, you agree that we may withdraw as your counsel, consistent with our professional responsibilities, and you will be responsible for engaging other counsel in this matter, should you choose to do so.


We need your cooperation and support during this engagement, which includes informing us of relevant facts and circumstances that may bear on this matter. Any and all privileged and confidential information you provide to us will be held as such. Please keep in mind that attorney-client privilege can be lost by disclosures of privileged or confidential information to third parties. For that reason, your communications to us or to any third parties involved in this matter should be made with appropriate care to ensure their confidentiality.

If the above terms do not reflect your understanding of our engagement, or if there are any questions, I encourage you to discuss these concerns with me or other counsel of your choosing promptly.

Please indicate Evitts Creek Water Company's acceptance of this Engagement as set forth above by signing and returning this letter to my attention at your earliest convenience. We look forward to this opportunity to be of service to you.

Sincerely,

McNEES WALLACE & NURICK LLC

By   
Kathy L. Pape

Enclosure

c: David M. Kleppinger, Esq.  
Michael Scott Cohen, Esq.  
Rodney Marvin  
John DiFonzo  
Marjorie Woodring

APPROVED AND ACCEPTED:

\_\_\_\_\_  
Robert Smith, Secretary  
Evitts Creek Water Company

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



### **Financial Arrangements with Clients**

1. **Fees.** Many factors are taken into account in billing for our services, including the hourly billing rates of the lawyers and paralegals who work on the matter, the novelty and complexity of the issues involved, the urgency with which the services must be performed, the extent to which an undertaking precludes us from representing other clients and the results achieved. In most instances, the number of hours spent by professional personnel is the principal basis for our fees.

2. **Hourly Billing Rates.** Currently, our hourly billing rates range from \$175 to \$320 for paralegals and specialists, and from \$225 to \$600 for attorneys. Generally, these rates vary from attorney to attorney depending on expertise, area of practice and experience. Hourly rates are reviewed annually and may increase during the course of our engagement on your behalf.

3. **Disbursements.** Most engagements require that certain advances be made on your behalf by the firm from time to time. Out-of-pocket expenses for travel, toll-calls, filing fees, postage, overnight delivery and similar items, and charges for certain administrative services such as photocopying, document scanning, computer-assisted research and secretarial overtime specifically related to this matter will be separately billed and identified on our invoices. As a result of delays in billings to our office, certain disbursements may not be billed by us on the invoices on which related services are billed.

4. **Periodic Billings.** Unless we have made other arrangements, it is our policy to render monthly invoices for professional services. Usually we prepare and mail invoices during the month following any month in which substantial services have been rendered and/or disbursements have been incurred. We expect that our invoices will be paid upon presentation, but, in any event, within 30 days after you receive the invoice.

5. **Administrative Charge.** In the event our invoices for fees and disbursements are not paid within thirty days after you receive them, we reserve the right to impose a charge at the rate of twelve percent (12%) per annum on the balance due to help defray the additional cost of carrying and administering delinquent accounts.

6. **Funds Held in Escrow.** During the course of our engagement, we may have occasion to hold funds in escrow on your behalf. If pursuant to the terms of the escrow we are permitted to return the escrowed funds to you, we reserve the right to apply funds held in escrow to pay outstanding invoices for services and disbursements before remitting the balance to you.

7. **Termination of Representation for Failure to Fulfill Financial Obligations.** If you fail substantially to fulfill your financial obligation to pay for services rendered, and such failure continues after reasonable warning, we have the right to withdraw from the representation.

Any questions you may have regarding the firm's billing procedures or the nature and extent of our undertaking on your behalf should be directed to the attorney who is your primary contact in the engagement.

**MCNEES WALLACE & NURICK LLC**  
**December 1, 2018**

**Item Attachment Documents:**

Order 26,538 - amending Order No. 26,425 to increase the time frame and designated area to be subject to Section 11-113 of the City Code, entitled "Open Containers of Alcohol," to accommodate events in the downtown, notwithstanding that open glass containers shall not be permitted; the extended area shall include an additional portion of Baltimore Street and an additional portion of Centre Street, and the time frame shall be from 11:00 AM through 9:00 PM



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

**ORDER NO. 26,538**

**DATE: October 1, 2019**

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

**THAT**, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," previously lifted on Saturday, October 12, 2018, by Order No. 26,425, be and are hereby amended to increase the timeframe to the period of 11:00 AM through 9:00 PM and to extend the designated area to include an additional portion of Baltimore Street and an additional portion of Centre Street, as shown on the attached map; and

**BE IT FURTHER ORDERED**, that open glass containers shall not be permitted in the defined area.

---

**Mayor Raymond M. Morriss**

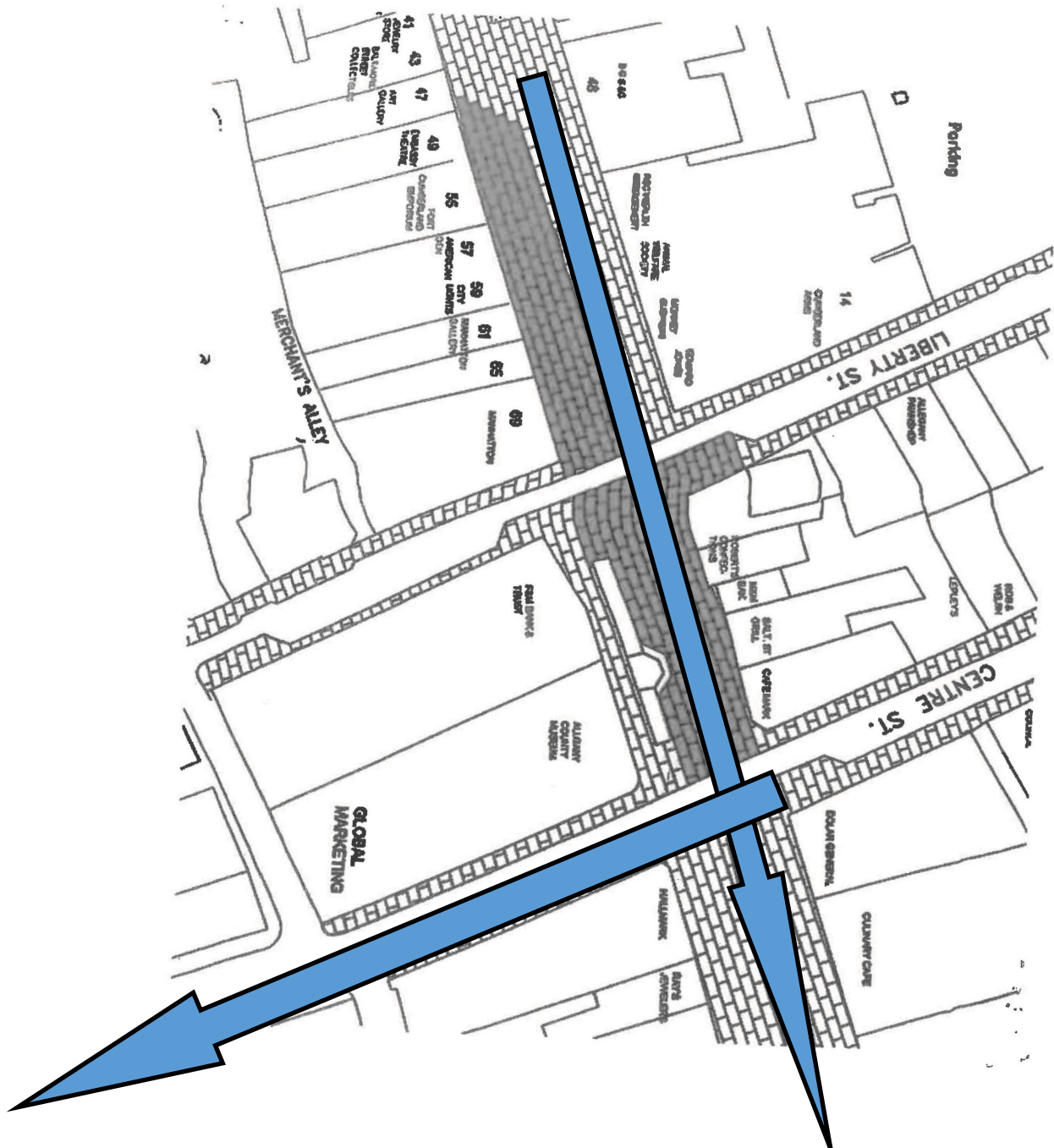
**\*Map Attached**

# FALL FOR DOWNTOWN CUMBERLAND FESTIVAL

REVISION REQUEST IS FOR SATURDAY OCTOBER 12TH ONLY

## REQUEST:

- #1 EXTEND THE EXISTING OPEN CARRY AREA ON BALTIMORE STREET, 3/4TH OF A BLOCK EAST TO ALLEGANIA RESTAURANT/ CVS AREA TO ACCOMMODATE THE 1812 FIRE BUS AS A VENDOR FOR THE FESTIVAL, SPECIFICALLY FOR THE JAYCEES CORNHOLE TOURNAMENT FUNDRAISER THAT WILL TAKE PLACE IN THAT AREA.
- #2 EXTEND THE OPEN CARRY AREA FROM EXISTING LINE AT BALTIMORE STREET TO THE AREA AT MEZZOS (ALLEY) TO PARTNER THE FESTIVAL WITH THE PATTY PALOOZA CANCER BENEFIT ON THE 12TH.



**Item Attachment Documents:**

Order 26,539 - lifting the provisions of Section 11-113 of the Code, entitled "Open Containers of Alcohol," on Saturday, October 5, 2019, from 4 PM until 2 AM, on Pershing Street from Mechanic Street to the parking lot at Merchants Alley, to accommodate the 10th year anniversary celebration for Niner's Canal Pub, notwithstanding that open glass containers shall not be permitted

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

**ORDER NO. 26,539**

**DATE: October 1, 2019**

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

**THAT**, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted from 4:00 PM until 2:00 AM on Saturday, October 5, 2019, on Pershing Street from Mechanic Street to the parking lot at Merchants Alley to accommodate the 10<sup>th</sup> year anniversary celebration for Niner's Canal Pub; and

**BE IT FURTHER ORDERED**, that open glass containers shall not be permitted in the defined area.

---

**Mayor Raymond M. Morriss**



Jeff Rhodes &lt;jeff.rhodes@cumberlandmd.gov&gt;

---

**Niner's Canal Pub Street Closing Request**

1 message

---

**JASON NINER** <jniner@atlanticbb.net>

Fri, Aug 30, 2019 at 1:20 PM

To: Jeff.rhodes@cumberlandmd.gov, ray.morris@cumberlandmd.gov

Mr. Rhodes &amp; Mr. Morris

My name is Jason Niner, owner of Niner's Canal Pub at 2-4-6 Pershing Street here in downtown Cumberland. As you may or may not know, we are celebrating our 10th year in business this fall at Niner's. To celebrate I would like to be able to use a small part of Pershing St. for potential activities such as a live band, corn hole tournament, etc. I would only need the section of Pershing street that begins on the corner of Mechanic street back to where the parking lot is. Traffic would be fine to move thru the parking lot and farther up Pershing St going toward Liberty and Center. Basically a very small section, the length of my building. I am currently contacting the county liquor board about whether or not they would allow outside open containers just in that small area. The day I would like to do this is Saturday, October 5th 2019 beginning at about 4pm until closing hours 2am? I would handle all trash and clean up responsibilities. We have a wristband system to curtail any outdoor underage drinkers. Much like how we do the Hooley, but this would be a much smaller scale. I hope to hear back from you soon about this request. In ten years there hasn't been much I've asked for from the city and with a ten year history of running a safe night life bar business I hope you allow this to happen.

Thank you

Jason Niner

Owner Niner's Canal Pub

**Item Attachment Documents:**

Order 26,540 - accepting the sole source proposal from Safe Slide Restoration to resurface the large blue slide at Constitution Park with Gel Coat in the amount not to exceed \$25,400

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

**ORDER NO. 26,540**

**DATE: October 1, 2019**

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

**THAT**, the sole source proposal from Safe Slide Restoration, PO Box 186, Frederickstown, MO, 63645, to resurface the large blue slide at Constitution Park with Gel Coat be and is hereby accepted in the amount not to exceed Twenty-five Thousand, Four Hundred Dollars (\$25,400.00).

---

**Mayor Raymond M. Morriss**

# Council Agenda Summary

Meeting Date: October 1, 2019

**Agenda Item Number:** Order 26,540

Key Staff Contact: Kim Root

## *Item Title:*

Sole Source Award to Safe Slide Restoration for resurfacing of the large blue slide at Constitution Park

## *Summary:*

It is staff's recommendation to execute a Safe Slide Restoration agreement to have the large blue slide at Constitution Park striped of the current material, completely prepped for a new surface, and installation of a new gel surface.

The slide is structurally sound but needs pump repairs and resurfacing before the start of the new season. Bowers funding will be used to help with the cost of these repairs as well as the cost of replacement of the dual slide, which has passed its useful life.

## *Issues and Considerations:*

Enter Text Here

<i><b>Fiscal Impact:</b></i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	115.099J.63000
Value of award:	\$25,400
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



# Safe Slide Restoration

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 186, Fredericktown, MO 63645

855.639.7543

[www.safeslides.com](http://www.safeslides.com)

August 5<sup>th</sup>, 2019

**Constitution Park Pool** / Attn: Kim Root  
Fort Avenue / Cumberland, Maryland 21502  
301-759-6600 / [kim.root@cumberlandmd.gov](mailto:kim.root@cumberlandmd.gov)

Hello Kim,

The following is a proposal/contract for the restoration of your slide. This proposal is based on the dimensions you sent us on January 5<sup>th</sup>, 2018. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

## We Have The Industry's Best Warranties

- There is a **5 - year warranty** on the paint for adhesion.
- There is a **5 - year warranty** on the structural fiberglass repair not to delaminate.
- There is a **5 - year warranty** on the gel coat. With yearly maintenance plan



## Unique Restoration System

### Products

Superior Products  
Industry Proven  
Chosen by Performance not Price

### Processes

Documented Procedures  
Consistent & Standards  
Safety Standards  
Proper PPE

### People

Unmatched Certifications  
ACMA, NACE, OSHA, Non-Slip  
Experience: 120 Projects Last Year

## Guarantees

All Project Managers are ACMA Certified  
Gel Coat Thickness Meets OEM Standards  
Meeting Deadlines  
Responsive

**Slide Description:**

**Miracle Rainbow Bend Open Flume Body Slide - Blue**

**Work Description:**

**Gel Coat - Interior:**

- Remove failed coating
- Repair all minor structural repairs in ride path\* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Lay non-skid at start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 18 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- Seams will be sealed with premium caulk
- Gel coat RAL color: \_\_\_\_\_ INIT: \_\_\_\_\_

**Project Amount:** ..... \$ 25,400.00



**\*Structural repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or scrape with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge).**

If there are any chip repairs and gel coat is required; we are certified in field color-matching for gel coat. This is not to be confused with manufacturer's exact color matching. If there are any previous coatings; Safe Slide Restoration does not warranty any substrates previously coated after the manufacture's original coating, or any previous repairs. There will be an additional charge for failed coatings. Recaulking seams does not apply if the seams are fiberglassed over. If we are repairing leaking seams the customer is responsible for identifying the leaking seams. The cost of a lift is not included in the above pricing. If a lift is needed, we are not responsible for any broken concrete. Sometimes slides require a second coat of paint to achieve the desired finish. If a second coat of paint is required there will be an additional charge of 50 % of the original paint price. The pricing does not include the cost of state taxes or licenses, if required.

Safe Slide Restoration reserves the right to have adequate access to the project area to complete the project as efficiently as Safe Slide Restoration deems possible. This may require, but not limited to: working 12 hours a day / seven days a week. The park is responsible to provide an adequate water source and electric power for the duration of the job.

50% - due before project starts

50% - due upon completion

After 30 days, an additional 5% will be added to the unpaid amount, and every 30 days thereafter that the payment is late. The park is responsible for any legal fees necessary to collect payment.

Signatures:

Business Name: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

Safe Slide Restoration: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

## Terms & Conditions

**\*Structural repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**\*\* Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If the seams to tight the caulk will not adhere).**

## Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but not limited to: working 12 hours per day / seven days a week. The park is responsible to provide an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. If there are any chip repairs and gel coat is required; we are capable of doing in field color-matching for gel coat. Safe Slide technicians will tint the gel coat to match the existing gel coat (This is not to be confused with manufacturer's exact color matching). Customer has the right to request a draw down if request is made 45 days before Safe Slide arrives. Recaulking seams does not apply if the seams are fiberglassed over. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

## Customer Responsibilities

If we are repairing leaking seams the customer is responsible for identifying the leaking seams by labeling seams on the interior and exterior of slide (we recommend using a permanent marker in the ride path to label seams). Customer is responsible for identifying areas where lift cannot operate. If a lift is needed, we are not responsible for any broken concrete, landscaping, etc. Safe Slide may request the removal of fencing to allow a lift to access the water slide area (if there isn't access through gate opening). Customer is responsible for providing waste removal. The customer is required to access to restrooms for entirety of project. A walk through of finished work as well as a sign-off is required before our staff leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off.

## Possible Additional Charges/Non-Warranty Items

We do not warranty wet coring or wet substrates. There will be an additional charge for interior or exterior failed coatings. If there are any previous interior or exterior coatings; Safe Slide Restoration does not warranty any substrates previously coated after the manufacturer's original coating, or any previous repairs. The pricing above does not include the cost of state taxes, licenses, or permits if required. Sometimes slides require a second coat of paint to achieve the desired finish. If a second coat of paint is required there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of on said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift is not included in the above pricing.** If a lift is required, it will be the responsibility of the park to provide.

## Confidentiality Agreement

**The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.**





Kim Root &lt;kim.root@cumberlandmd.gov&gt;

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**Re: Sole Source Approval**

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**Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>  
To: Kim Root <kim.root@cumberlandmd.gov>  
Cc: Margie Woodring <margie.woodring@cumberlandmd.gov>

Fri, Sep 27, 2019 at 12:43 PM

Kim,

I am OK with it but a sole source purchase over \$25,000 must be approved by the M&CC. Do you plan to have an agenda item for them to approve Tuesday?

Jeff

Jeffrey D. Rhodes  
City Administrator  
City of Cumberland, Maryland  
301-759-6424

On Thu, Sep 26, 2019 at 3:41 PM Kim Root <kim.root@cumberlandmd.gov> wrote:

I am requesting a sole source approval in the amount of \$25,400 for Safe Slide Restoration. The work will be to re gel coat the Large Blue Slide at Constitution Park Pool. The reason for the sole source request is due to the time line needed to complete the slide and the company qualifications for the work of the Safe Slide Company. Safe Slide Restoration will be providing a complete refinish of the slide due to a poor previous job.

**Kim Root****Contract Labor Compliance Specialist**

City of Cumberland, MD

W: (301) 759-6600 | F:(301) 759-6608

**57 N. Liberty Street, Cumberland, MD 21502****Cumberland**  
*Maryland*

**Item Attachment Documents:**

Order 26,541 - accepting the sole source proposal from Flowbird Urban Intelligence to provide four (4) parking kiosks for the Center City and Frederick St. Parking Garages and one (1) "Pay & Display" parking meter for Lot No. 1 in the amount not to exceed \$35,351.60

# Council Agenda Summary

Meeting Date: October 1, 2019

**Agenda Item Number:** Enter Text Here

Key Staff Contact: Kim Root

## *Item Title:*

Sole Source Award to Flowbird for Parking Kiosk

## *Summary:*

Execute Flowbird Urban Intelligence quote for the purchase of 4 parking kiosks for the Centre City Parking Garage and the Frederick Street Parking Garage. Also, one pay to display parking meter for lot 1. These kiosks will all operate on the same system currently used throughout the City for parking. The sole source price is for \$35,351.60 for year one. Your two and three will be \$4,836 added to our annual fee for the WebOffice and Credit Card in and Out WebOffice.

## *Issues and Considerations:*

This quote includes a discount per cabinet for the Credit card in and out kiosks. This was offered to the City at a \$300 savings per kiosk for using refurbished cabinets.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	020.095.64000
Value of award:	\$35,351.60
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 checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	



## Flowbird - Confidential Quotation

For: Cumberland, MD

Quote Issued: September 27, 2019

Quote Expires: November 29, 2019

Quote Name: Cumberland - Garage CWT

Quote ID: 506

### General Information

**Bill To:**  
Cumberland, MD  
57 N Liberty Street  
Cumberland, Maryland 21502

**Contact:**  
Cumberland, MD

**Prepared By:**  
Natalie Snow

**Prepared For:**  
Kim Root

### Equipment

Product Name	Quantity	Unit Price	Year One Total	Year Two Total	Year Three Total
CWT Credit / Debit Card Pay Station <i>Color: Black</i> <i>Power: A/C (6)</i> <i>Payment Methods: Credit/Debit Card</i> <i>Configuration:</i> <i>Warranty: 13-month Hardware Warranty</i>	4	\$5,800.00	\$23,200.00		
CWTC Touch S4 <i>Color: Black</i> <i>Power: A/C (6)</i> <i>Payment Methods: Credit/Debit Card</i> <i>Configuration:</i> <i>Warranty: 13-month Hardware Warranty</i>	4	\$0.00	\$0.00		
Printer discount	2	(\$175.00)	(\$350.00)		
Refurbished ADA Cabinet Discount	5	(\$300.00)	(\$1,500.00)		
I/O Board	4	\$601.40	\$2,405.60		
CWT Credit /Debit Card and Coin Pay Station Pay and Display <i>Color: Black</i> <i>Power: A/C (6)</i> <i>Payment Methods: Credit/Debit Card</i> <i>Configuration:</i> <i>Warranty: 13-month Hardware Warranty</i>	1	\$5,900.00	\$5,900.00		
Color Display	1	\$0.00	\$0.00		
ePurse Magstripe cards (1,000+)	1000	\$0.41	\$410.00		
Annual Total			\$30,065.60	\$0.00	\$0.00



## On-Going Services

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
<b>WebOffice Basic Pay and Display</b> <i>Includes:</i> <i>Configuration</i> <i>Maintenance alarms alerts to cell phone</i> <i>Reporting (standard)</i> <i>Credit Card Gateway</i> <i>Cellular Communication Fees</i> <i>24/7 Support</i>	1	\$540.00	\$540.00	\$540.00	\$540.00
<b>WebOffice Professional Edition Credit Card In Credit Card Out</b> <i>Includes:</i> <i>Configuration</i> <i>Maintenance alarms alerts to cell phone</i> <i>Pay Station Mapping (Google Maps)</i> <i>Reporting (standard and analytical)</i> <i>Credit Card Gateway</i> <i>Cellular Communication Fees</i> <i>24/7 Support</i>	4	\$624.00	\$2,496.00	\$2,496.00	\$2,496.00
<b>PartSmart Parts Exchange</b> <i>Extended hardware warranty.</i>	5	\$360.00	\$0.00	\$1,800.00	\$1,800.00
<b>Annual Total</b>			<b>\$3,036.00</b>	<b>\$4,836.00</b>	<b>\$4,836.00</b>

## General Services

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
<b>CWT Installation</b> <i>Flowbird will secure and level pay station to the ground and provide hardware training, review preventative maintenance and trouble shooting</i> <i>Ground preparation is not included.</i>	5	\$250.00	\$1,250.00		
<b>Estimated CWT Shipping</b>	5	\$200.00	\$1,000.00		
<b>Annual Total</b>			<b>\$2,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Total Costs

Year One Total	Year Two Total	Year Three Total
\$35,351.60	\$4,836.00	\$4,836.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

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





Kim Root &lt;kim.root@cumberlandmd.gov&gt;

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**Re: Sole Source Approval**

1 message

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**Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>  
To: Kim Root <kim.root@cumberlandmd.gov>

Mon, Sep 30, 2019 at 10:08 AM

Kim,

Approved.

Jeffrey D. Rhodes  
City Administrator  
City of Cumberland, Maryland  
301-759-6424

On Mon, Sep 30, 2019 at 10:05 AM Kim Root <kim.root@cumberlandmd.gov> wrote:

Jeff,

I am requesting a sole source approval to purchase 4 parking kiosks for the Centre City Parking garage. Also 1 pay to display parking kiosk to be used in Lot 1. The reason for the sole source request is to keep all the pay to park kiosks within the City working off of the same financial system that the current kiosks that are in use throughout the City are on. This also allows us to use the extra batteries and components we have to make any repairs needed to keep the kiosks up and running. The sole source request is for \$35,351.60. The added software charges will go onto the yearly invoices that we currently receive.

**Kim Root****Contract Labor Compliance Specialist**

City of Cumberland, MD

W: (301) 759-6600 | F:(301) 759-6608

57 N. Liberty Street, Cumberland, MD 21502

**Cumberland**  
*Maryland*

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

**ORDER NO. 26,540**

**DATE: October 1, 2019**

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

**THAT**, sole source proposal from Flowbird Urban Intelligence to provide four (4) parking kiosks for the Centre City and Frederick Street Parking Garages and one (1) “Pay & Display” parking meter for Lot No. 1, be and is hereby accepted in the amount not to exceed Thirty-five Thousand, Three Hundred Fifty-One Dollars and Sixty Cents (\$35,351.60)

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**Mayor Raymond M. Morriss**

Funding: Budgeted - 020.095.64000