



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Meeting
Via Video Conference

DATE: January 19, 2021

OPEN SESSION - 6:15 PM

The following link may be used to view the meeting live:

<https://cumberlandmd.webex.com/cumberlandmd/onstage/g.php?MTID=e7599f4bbf0fa2e74a0819324295c4be4>

Citizens who wish to speak at designated times during the meeting may indicate so by using the option to "raise their hand" and they will be called upon at the appropriate time.

The meeting may also be viewed live through the City's website at <http://www.ci.cumberland.md.us/>
Access the Government tab, then the Mayor and City Council Public Meetings link, then the Live Meeting Coverage link.

Meetings will be posted to the Cumberland City Hall Livestream Page once the meetings have ended.

Roll Call

Director's Reports

(A) Public Works

- [1.](#) Maintenance Division monthly report for December, 2020

(B) Fire

- [1.](#) Fire Department monthly report for December, 2020

(C) Police

- [1.](#) Police Department monthly report for December, 2020

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Flood/Water/Sewer monthly report for December, 2020

Approval of Minutes

- [1.](#) Approval of the Work Session Minutes of November 10, 2020, the Work and Regular Session Minutes of November 17, 2020, and the Work and Regular Session Minutes of December 1, 2020

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance No. 3883 (*2nd and 3rd readings*) - authorizing the execution of a Contract of Sale and deed to convey 884 Sperry Terrace to Harold P. and Ann V. Atkins for \$9,200

New Business

(A) Ordinances

- [1.](#) Ordinance No. 3884 (*1st reading*) - accepting the bids for the purchase of 17 Waverly Terrace, 19 Waverly Terrace, and 417 Walnut Street and authorizing conveyance of the properties to the successful bidders

(B) Orders (Consent Agenda)

- [1.](#) Order 26,751 - authorizing the execution of Change Order No. 2 with Maverick Construction, LLC for the "New Inlet Screens at Gatehouse Project" (8-19-WFP) in the increased estimated amount of \$20,291.55 for additional concrete repairs needed at the project site, bringing the new total contract price to \$866,045.05
- [2.](#) Order 26,752 - authorizing the Mayor to sign and accept a Capital Projects Grant Agreement with the State of MD (acting through the Board of Public Works) in the amount of \$500,000.00 to be used for the Baltimore Street Access Project (12-16-M)
- [3.](#) Order 26,753 - authorizing execution of a 15-year PILOT Agreement with Allegany Junction Partnership and Allegany County, Maryland, regarding the construction of a 40-unit mixed-income rental housing development at 100 Reynolds Street to be known as Allegany Junction

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for December, 2020

MAINTENANCE DIVISION REPORT
December 2020

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
DECEMBER 2020**

- **POTHoles AND COMPLAINTS**
 - Potholed 11 streets and 2 alleys using 13.5 tons of hot mix asphalt
 - Potholed 6 streets using 2 tons of cold mix

- **ANNUAL LEAF PICK-UP**
 - Picked up 18 loads of leaves & transported to County Compost Site

- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Installed/Repaired 27 traffic control signs
 - Installed/Repaired 6 Street Name signs
 - Painted 1 curb red

- **STREET SWEEPING**
 - 546 miles
 - 46 loads

- **MISCELLANEOUS**
 - Completed 23 Work Orders
 - Setup traffic control for various job sites
 - Cleaned & disinfected trucks & equipment
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 5 times.
 - Picked up 6 dead animals
 - Picked up trash/discarded items on 2 occasions
 - Cleaned & disinfected Municipal Center shop & offices multiple times daily
 - Performed snow removal for 1 snow event
 - Worked OT to salt ice covered roads
 - Repaired pre-cast curb on Harding Ave
 - Trimmed or removed trees & brush in many areas

STREET MAINTENANCE - DECEMBER 2020		12/1-12/4	12/7-12/11	12/14-12/18	12/21-12/24	12/28-12/31	TOTAL
SERVICE REQUEST COMPLETED		2	12	2	6	1	23
ASPHALT PROJECTS	TONS						0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER						0
	SEWER						0
	CY						0
	TONS						0
POTHOLE FILLING	STREETS	2	9		6		17
	ALLEYS		2				2
	DAYS	1	2		1		4
	Cold Mix				2t		2t
	TONS	2t	11.5t				13.5t
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			20			7	27
STREET NAME SIGNS REPAIRED/INSTALLED			4			2	6
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED					1	1
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	13	18	6	0	9	46
	Miles	161	184	71	0	130	546
SWEEPER DUMPS HAULED TO LANDFILL	TONS	4.7t	2.5t			7.3t	14.5t
SALT BARRELS - PICK UP, FILL	DAYS				3	1	4
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
CLEAN SNOW EQUIPMENT	Days			1	3		4
BRUSH REMOVAL/TREE WORK	Areas	1	1	1		3	6
Check Drains/Clean Debris	DAYS				1	1	2
LEAF PICK UP	Loads	8	8	1		1	18

Setup traffic control for various job sites
 Picked up trash/discarded furniture on 2 different occasions
 Picked up 6 dead animals
 Repaired pre-cast curb on Harding Ave
 Performed snow removal during 1 snow event
 Worked OT to salt ice covered streets
 Cleaned & disinfected trucks and equipment
 Cleaned & disinfected Municipal Center shop & offices multiple times daily

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
DECEMBER 2020**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 2 times a week
 - Power-washed tennis courts @ Constitution Park

- Constitution Park
 - Cut down & removed several trees & brush @ park
 - Setup traffic control & monitored Covid Testing Site 3 separate times
 - Performed leaf pickup

- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned, disinfected the Craft House & Activities Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Picked up barrels to be used as trash cans
 - Planted several trees @ Constitution Park
 - Performed snow removal during 1 snow event
 - Took inventory of field marking supplies for spring sports

**Fleet Maintenance
December 2020**

Total Fleet Maintenance Projects	166
Central Services	1
Community Development	0
DDC	0
Engineering	3
Fire	9
Flood	0
MPA	0
P & R Maintenance	11
Police	8
Public Works	0
Sewer	9
Snow Removal	45
Street Maintenance	23
Vehicle Maintenance	11
Water Distribution	18
Water Filtration	0
WWTP	9
Scheduled Preventive Maintenance	16
Service Calls	3
 Total Work Orders Submitted	 28
 Risk Management Claims	 1
 Fork Lift Inspections	 0

File Attachments for Item:

. Fire Department monthly report for December, 2020

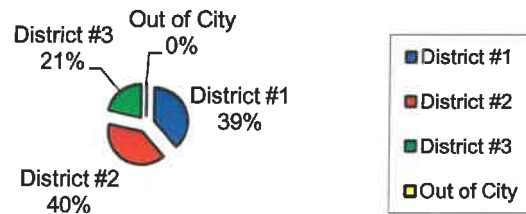
REPORT OF THE FIRE CHIEF FOR THE MONTH OF DECEMBER, 2020
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 88 Fire Alarms:

Responses by District:

District #1	34
District #2	35
District #3	19
Out of City	0
	<hr/>
	88

Fire Calls by District



Number of Alarms:

First Alarms Answered 88

Calls Listed Below:

Property Use:

Public Assembly	1
Institutional	4
Educational	0
Residential	62
Stores and Offices	7
Industrial, Utility	0
Manufacturing	0
Special Properties	14
	<hr/>
	88

Type of Situation:

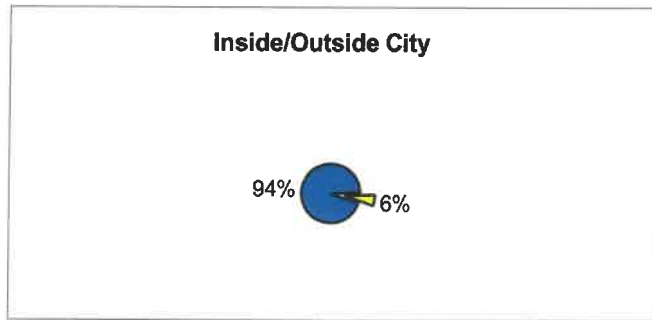
Fire or Explosion	6
Overpressure, Rupture	2
Rescue Calls	47
Hazardous Conditions	7
Service Calls	6
Good Intent Calls	8
False Calls	12
	<hr/>
	88

Total Fire Service Fees for Fire Calls Billed by MCA in December:	\$0.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$13,670.00
Fire Service Fees for Fire Calls Paid in December:	\$1,744.75
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$3,480.00
Total Fire Service Fees Paid in FY2021:	\$4,540.00

Fire Service Fees for Inspections and Permits Billed in December:	\$250.00
Fire Service Fees for Inspections and Permits Paid in December:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$350.00

Cumberland Fire Department Responded to 425 Emergency Medical Calls:

In City Calls	399
Out of City Calls	<u>26</u>
Total	425



Total Ambulance Fees Billed by Medical Claim-Aid for December:	\$77,855.80
Ambulance Fees Billed Fiscal Year to Date:	\$728,620.31
Ambulance Fees Paid:	
Revenue Received in December:	\$64,905.73
FY2021 Ambulance Fees Paid in FY2021:	\$401,165.43
Total Ambulance Fees Paid in FY2021:	\$546,759.63

(All ambulance fees, current and previous years, paid in FY2021.)

Cumberland Fire Department provided 5 Paramedic Assist Calls:

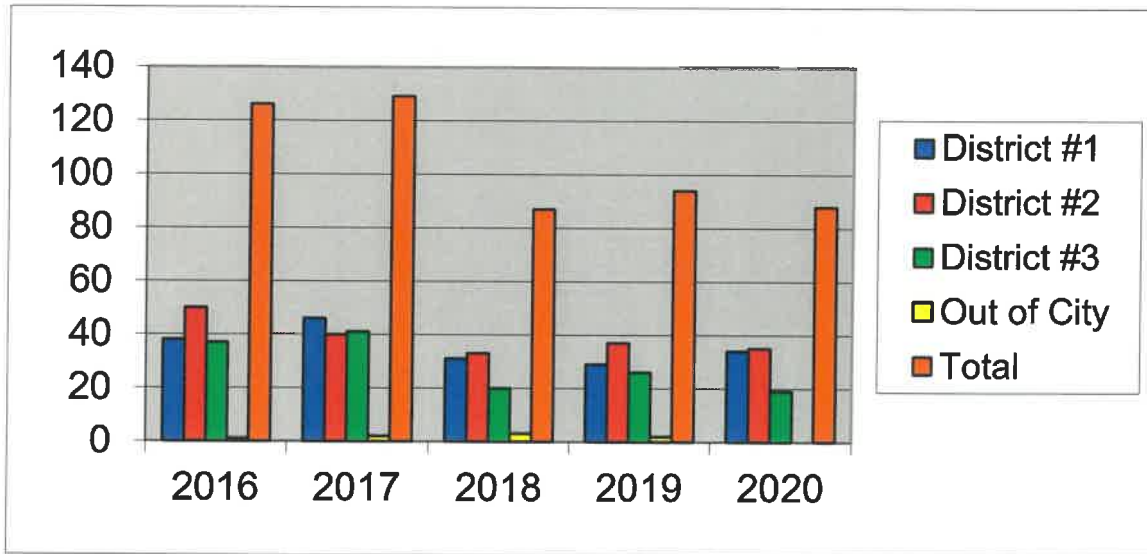
1 Paramedic Assist Call within Allegany County	
4 Paramedic Assist Calls outside of Allegany County	
<u>5</u>	
Mount Savage VFD	1
Ridgeley, WV VFD	1
Short Gap, WV VFD	2
Wiley Ford, WV VFD	<u>1</u>
	5

Cumberland Fire Department provided 21 Mutual Aid Calls:

14 Mutual Aid Calls within Allegany County	
7 Mutual Aid Calls outside of Allegany County	
<u>21</u>	
Bowman's Addition VFD	6
Cresaptown VFD	7
District #16 VFD	<u>1</u>
	14
Ridgeley, WV VFD	<u>7</u>
	21

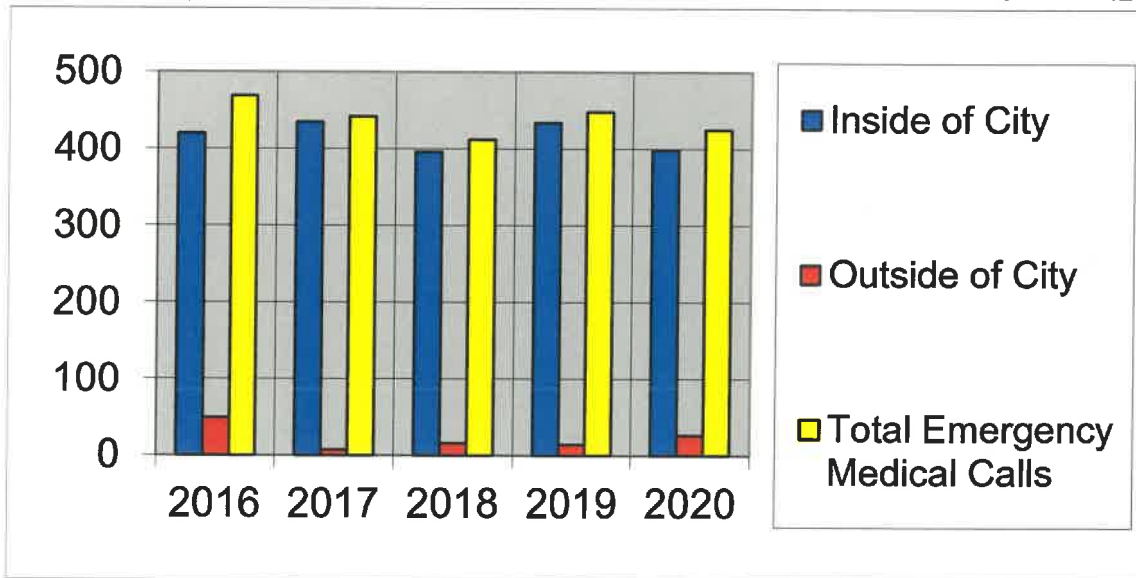
Fire Calls in the Month of December for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
District #1	38	46	31	29	34
District #2	50	40	33	37	35
District #3	37	41	20	26	19
Out of City	<u>1</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>0</u>
Total	126	129	87	94	88



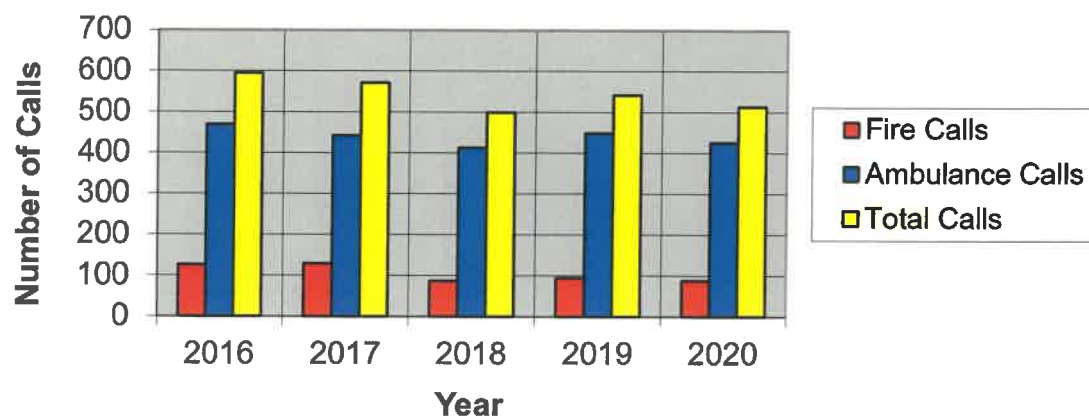
Ambulance Calls in the Month of December for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Inside of City	420	435	396	434	399
Outside of City	<u>49</u>	<u>7</u>	<u>16</u>	<u>14</u>	<u>26</u>
Total Emergency Medical Calls	469	442	412	448	425



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

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fire Calls	126	129	87	94	88
Ambulance Calls	<u>469</u>	<u>442</u>	<u>412</u>	<u>448</u>	<u>425</u>
Total Calls	595	571	499	542	513



Training

Training Man Hours:	607.75
Training Listed Below:	
HIPAA Regulations	2.00
Safety Issues	12.00
Right-to-Know Law	1.50
Crew Meetings	4.50
Apparatus Check Procedures	74.00
Hand Tools	4.00
SCBA Inspection and Care	22.50
SCBA Donning Methods	5.00
SCBA Fit Testing	2.00
Inservice Inspections	28.50
COVID-19 Protocols and Testing	8.50
Cold Weather Operations	6.00
General Driver Training	8.00
Apparatus Placement	9.75
Drug Box Inventory	10.50
Cardiovascular System	6.00
Bloodborne Pathogens	3.00
CPR Recertification	3.00
Pediatric Advanced Life Support	77.00
ACLS Recertification	28.00
ALS Skills Practice	3.00
Fire Behavior	6.50
Strategic and Tactical Operations	16.00
Ladder Training	2.00
Firefighter I Class	96.00
Firefighter II Class	36.00
Foam and Appliances	13.00
Post Incident Review	12.00

Hose Lines	15.00
Haz-Mat Awareness & Operations	11.00
Physical Fitness	28.00
Portable Radios	4.00
NIMS 100 Class	2.00
NIMS 200 Class	2.00
Officer Meeting	2.00
Extrication	13.50
Water Rescue	11.00
Search and Rescue	7.00
Salvage and Overhaul	12.00
	<hr/> 607.75

Fire Prevention Bureau

Conferences Held	40.00
Plan Reviews	2.00
Inspections Performed	2.00
Investigations Conducted	3.00
Complaints Received	2.00
Correspondence	9.00

Personnel

Probationary Firefighter/CRT Hunter M. McCrobie was hired on December 2, 2020.

Probationary Firefighter/EMT-B Nicholas R. Miller was hired on December 3, 2020.

Firefighter Garrett T. Parsons was promoted to Lieutenant on December 13, 2020.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for December, 2020



City of Cumberland Department of Police

Monthly Report
December 2020



City of Cumberland Department of Police

Monthly Report

December 2020

Part 1 Crimes for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Aggravated Assaults	8	9	B & E (All)	15	8	Murder	0	0	Rape	1	0
Robbery	1	1	Theft - Felony	2	1	Theft - Vehicle	1	2			

Selected Criminal Complaints for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Theft - Misdemeanor	15	16	Theft - Petty	22	25	Domestic Assaults	22	37	CDS	43	25
Disturbances	141	95	DOP/Vandalism	31	17	Indecent Exposure	0	0	Sex Off - Other	6	2
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	0	1
Trespassing	8	13	Assault on Police	2	3	Assault Other	30	26			

Selected Miscellenous Incidents for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Alcohol Volations	6	1	Juvenile Compl.	19	23	Missing Persons	6	5	School Resource	124	126
School Threat	0	0	Sex Off. Regist.	12	9	Truancy	2	19	Death Investigation	4	11

Selected Traffic Incidents for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
DWI	7	4	Hit & Run	18	11	M/V Crash	60	45	Traffic Stop	278	55

Selected Service Calls for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Alarms	70	46	Assist Motorist	33	29	Check Well-Being	100	82	Foot Patrol	45	27
Assist Other Agency	88	44	Bike Patrol	0	0	Special Events	6	7	Suspicious Activity	69	51

Current Incident Status for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Open	22	70	Arrest	229	144	Closed	1743	1783	Suspended	36	35



City of Cumberland Department of Police

Monthly Report

December 2020

Arrests Totals for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
M/V Citations	49	15	M/V SERO	2	2	M/V Warnings	237	38	Arrest on View Adult	30	24
Arrest On Crim. Cit.	13	9	Arrest Summons	45	27	Arrest Warrant Adult	35	24	Adult Crim.	123	83
Arrest Summon (Chrg)	31	16	Arrest Warrant (Chrg)	12	7	Juvenile Crim.	25	25	Arrest on View Juv	17	23
Arrest Warrant JUV	3	1	Emer. Petition	44	40	Fingerprinting	0	0	RunAway & Miss Per.	4	4
Civil Citation	5	0									

Total Incidents Reported :

2019	2020
2,030	2,032

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

DECEMBER 2020

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	6 officers
Squad D1	9 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officers
Academy	4 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part 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
Code Enforcement	3 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1023.25

COMP TIME USED: 133.25

SICK TIME USED: 290

YEAR TO DATE (beginning 07/01/20): 5,009.25

YEAR TO DATE (beginning 07/01/20): 1111.50

YEAR TO DATE (beginning 07/01/20): 1767.50

OVERTIME REPORT

OVERTIME WORKED: 187.5

HOSPITAL SECURITY: 124

COURT TIME WORKED: 33

YEAR TO DATE (beginning 07/01/20): 1299.5

YEAR TO DATE (beginning 07/01/20): 677

YEAR TO DATE (beginning 07/01/20): 462.5

File Attachments for Item:

. Utilities Division Flood/Water/Sewer monthly report for December, 2020

Watershed

Removed furniture from Carl's office so it could be painted
Burned brush
Checked valves on South St
Line Locate - 10908 Mason Rd
Removed trees from 36" main
Worked on leak - South St
Cleaned #380 & tools from leak on South St
Hauled oil tank back to dam & had oil pumped out
Cleaned up burn pile
Removed tree from access road and fireline
Line Locate - Pineridge Rd
Class A - CDL training
Maintenance on trailer
Locates & marked 12" water line - Ind Blvd
Assisted with leak - Offutt St
Repaired service line on 125 W Third
Line Locate - Bedford Rd
Worked with #309 with 2" meter - Somerville Ave
Repaired leak - Allegany St
Assisted #306 crew with new 12" valve on E Industrial Blvd
Assisted #306 crew with leak on Homer @ Frank's Ln
Removed everything from office and cleaned (rain/snow day)
Performed truck & shop maintenance
Snow Removal - 2 days
Removed 2 trees from access road
Diverted water on Pine Ave from 36" leak
(Schade) Worked in organizing fitting room and labeling bins (several days)
DOT training
Cleaned out 379 & 380
Leak investigation on service line off 36" main

Projects

Projects -					0
GRAND TOTAL					1126

November 2020 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Clean fields

Preform other maintenance work as required

SEWER BRANCH

Calls answered	7
Service lines opened	2
Owner's trouble	5
Traced lines/main	277
Mains Repairs/ Replace	0
Sewer taps installed/replaced	0
Cleaned catch basins	0
Cleanouts installed	3
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	17 callouts/ 62 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	4,716 Feet
Gallons of water used	4,500 Gals.
608 Vac-con truck	0 Gals.
605 Flush truck	4,500 Gals.
Safety meeting	

628 Lincoln St. repaired service line and installed C/O
117 Blackiston Ave repair service line and installed C/O
521 Lowell Ave. repaired C/O

File Attachments for Item:

1. Approval of the Work Session Minutes of November 10, 2020, the Work and Regular Session Minutes of November 17, 2020, and the Work and Regular Session Minutes of December 1, 2020

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, November 10, 2020
4:30 p.m.

This meeting was held via Video-Conference

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

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

I. UPDATE ON EASTSIDE SCHOOL SITE DEVELOPMENT

Mayor Morriss advised that the PILOT for the East Side School site project was being finalized. He stated that the developers are very anxious to get started, and hopefully we will be seeing something soon. He added that he thinks it's a pretty good deal for the City, and advised that it's 40 units of housing for residents of Cumberland. Mr. Miller said he was glad it was progressing and thinks it will be a great development for the City.

II. UPDATE ON CUMBERLAND GATEWAY PROJECT @ MARYLAND AVE.

Mayor Morriss advised that he, Mr. Miller, and Mr. Czapski had a meeting today with Ed Scott from Gateway, LLC. The Mayor asked Mr. Miller to fill everyone in.

Mr. Miller first welcomed aboard new CEDC member Stu Czapski, who began on November 2, 2020, and then spoke about the meeting, saying it was very productive. He advised that the developer has been making significant progress, and has secured two more sites in the area. Mr. Miller also advised that they anticipate beginning physical site work before the 1st of the year, and maybe as soon as the week following Thanksgiving. Mr. Miller stated that Mr. Scott has reached a partnership with Sean D'Atri to assist locally with the project, as Mr. D'Atri has ownership of some of the property in the area, and said Mr. Scott would like to include D'Atri's Subs in the first phase of the project.

Mr. Miller also advised that they anticipate having a groundbreaking ceremony, and said he will keep everyone up to date on that. Councilman Frazier asked if one of the newly acquired properties was one that he had worked with the owners to call Mr. Miller. Mr. Miller said that yes it was, and thanked the Councilman for pushing them to the CEDC. The Councilman said hopefully this will let the public see that something is happening, and will get more people on board. Mr. Miller stated that it's been a priority to push this project

forward, and has been frustrated at the lack of progress. He said he's pleased that there will be action, and citizens will be able to see the final product of what all this was about. Mr. Miller added that he sees it as a very catalytic project for the area, and the City needs to be proud of the great amenities it will add to the community.

There was discussion regarding outstanding properties in the area, and that there has been no pressure for anyone to sell in that area for quite some time. It was noted that Mr. Scott has been very negotiable and favorable to resident's terms, and Mr. Miller said he would invite anyone in that area to entertain a conversation with Mr. Scott. Mayor Morris added that with the groundbreaking, people will start to see the project come to fruition and some of the remaining holdouts will want to sell.

There was discussion on Mr. Scott looking into more development in that area, with the possibility of Martin's plaza. Mr. Miller stated that Mr. Scott is, in fact, interested in other areas of the City, but he had asked him to not divert his attention elsewhere until this project gets moving, and to be focused.

III. UPDATE ON BALTIMORE STREET ACCESS PROJECT

Mr. Miller provided an update on the project, advised that the workgroup has been meeting weekly on Wednesdays, and said they have been very productive meetings. He advised that right now the focus has been on the engineering of the parklets on Mechanic and Liberty Streets. He stated that there are certain aesthetic elements that could interfere with technical aspects of the project, and because of that there are decisions to be made that may alter the design to accommodate technical aspects of the project. He said the workgroup helps with that, in reviewing each option. He said the group is comprised of a lot of like-minded and productive individuals who want what's in the best interest of the downtown area and the community.

Mr. Miller advised that they are aiming for early December for final drawings to be ready to be submitted to the SHA, and said there are a lot of moving parts to this project, and different things tend to pop up. He said they are very much aware of the time constraint, and they are working together as best as they can to push the project through in a timely manner. Mr. Miller advised on a couple things the workgroup is spearheading:

- Hire an artist to do renderings of three different locations in the project site, to provide an actual visualization (not conceptual) of what the street will look like when done.
- Subcommittee has been formed out of the workgroup for a marketing effort and mitigation efforts of adverse effects on downtown businesses.
- Make sure the project is portrayed in a positive light; inform folks of what opportunities exist; work to get the community behind the project.

Mr. Miller said he thinks this is going to be a great final design and will be the necessary "shot in the arm" for folks downtown, and will create a lot of buzz and interest for vacant

buildings as well as current businesses. He stated that once the renderings are complete, they're shooting for the beginning of next year. He said the renderings will be unveiled publicly through a marketing campaign, and stated that he will keep all apprised of that as it evolves.

Mr. Smith advised that his entire staff is working on this project in some form to support the engineers. He said they are shooting to have a deliverable product for the City to review by the end of the month. Mr. Smith advised that they had run into some roadblocks that can hopefully be addressed in a timely fashion, and said some changes might have to occur within the design. He added that they hope to have the drawings done in November, and are working as hard as they can to meet the schedule.

Mayor Morriss thanked Mr. Smith and his team and said this is very complex work, and we want to make sure we get the design we want. He said he was glad to see all the groups working hard on this, and commended everyone. He thanked the DDC and Downtown Manager Melinda Kelliher for their work and communication with downtown business and property owners. The Mayor also wanted to thank Julie Nixon for the work she's doing with resources from the Allegany Arts Council, and the grant to help pay for the artist's renderings. He said that when people see what change this project will bring about they will get on board, and said it will give the City tremendous opportunities for retail space downtown. The Mayor added that with the broadband and fire suppression capabilities it will add a lot of second floor residential opportunities.

Mr. Miller added that through the work group and Ms. Kelliher, they are having a meeting on November 19, 2020 to update all the building owners, and advise them on how to take advantage of the opportunities.

Councilwoman Marchini said it's really critical that communication is kept open with building owners regarding the sprinkler systems and especially broadband, which is needed very much downtown. She advised that there have been some issues with design where some things can't go as planned, but said there have been good communications all around.

IV. DISCUSSION RE: POTENTIAL BALTIMORE ST. BUSINESS INFRASTRUCTURE GRANT

Mr. Miller advised the CEDC had implemented a small business Covid-19 relief loan fund that was mildly utilized, with a large amount of funds leftover. He wanted to propose to the M&CC to reallocate a portion of those funds into a grant fund program that would allow building owners on Baltimore Street to apply to supplement the cost of the infrastructure opportunities of fire suppression, water capacity, and fiber connectivity during the construction phase of the project. He stated that Mr. Smith had given an estimate of \$3000 that building owners would assume, and could pay for about 33% of their costs. Mr. Miller advised that there are currently 29 buildings downtown that do not have fire suppression capability due to not enough water capacity. He stated that the real incentive is to entice upper story redevelopment of these properties to activate a lot of unused space downtown, and said this grant would directly incentivize action to be taken by the owners.

Mr. Miller discussed the importance of having fire suppression, and fiber connectivity to expand building uses and increase marketability. He advised on the importance of building owners taking advantage of these opportunities now, before construction begins, so that the street doesn't have to be dug up again once the project is complete. He stated that the owners just need to have the infrastructure done up to their building, then they can do what they want afterwards. Mr. Miller said they finalize the final grant amount once cost estimates are received, but said it will be approximately \$3-5K each. He added that the CEDC would administer the grant.

Mayor Morriss stated that this idea is definitely worthy of discussion, but said they need a little more meat in the details of how exactly the program would work, amount for each building, etc. He asked Mr. Miller to provide a hard copy for review of how he thinks the grant would work. Mr. Miller advised that he will draft a formal proposal, and will send to Mr. Rhodes. Mayor Morriss stated that Mr. Rhodes, Mr. Tressler, and Mr. Smith will take a look at it and make recommendations to M&CC. Mr. Rhodes stated that \$3K will go a long way in helping people get access, as it's not a big distance to cover. Mr. Smith stated that he generated the \$3K estimate, based on some assumption on thickness of walls, and said he's fairly confident in that number. He stated, though, that if every owner does it, there could be more savings due to group rates. Mr. Miller advised that he wants to get a list of owners that are interested, and put out a bid packet for property owners as a collective group to get better pricing.

There was discussion on having examples to show property owners regarding the improvement opportunities. Mr. Miller said fiber is basically going to be new to everyone for the most part, and said they have invited the MD Broadband Co-op to speak at the meeting on November 19th about what this capability will mean to property owners, what they can expect, competitive pricing, etc. Mr. Miller also discussed the benefits of fire suppression capabilities, and said it is a huge investment into properties, as well as saving on insurance costs.

Mr. Rhodes suggested that the November 19th meeting may also be a good forum to discuss the adaptive tax credit program that the City offers. Mr. Miller said that he believed the minimum expenditure for that is \$25K, and said this part of the project probably wouldn't qualify, but said if the owner implemented fire suppression throughout their entire building, it could possibly qualify. Mr. Miller also mentioned the Historic Tax Credit, and advised that he had reached out to Kathy McKenney.

V. REVIEW OF DRAFT AGENDA FOR NOVEMBER 17, 2020 PUBLIC MEETING

Mr. Rhodes reviewed the Agenda for November 17, 2020, and advised that aside from a few basic things, such as minutes and departmental reports, there will be a Public Hearing to receive comment on the proposed Zoning Map Amendment (ZMA #20-02) to rezone five parcels of land at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. He advised that this was an oversight, and the Planning

Commission has recommended the correction of changing the zoning from Local Business to Urban Residential.

Mr. Rhodes reviewed Ordinance #3878 up for its second and third readings which will amend the official zoning map (ZMA #20-01) to correct it by removing thirty properties located along the Canal Parkway, which were incorrectly included in the Canal Place Historic Preservation District.

Mr. Rhodes reviewed Ordinance #3879 going for its first reading that will change the City Code to uniformly provide that Boards and Commissions members terms be extended until successors are appointed.

Mr. Rhodes reviewed the Consent Agenda:

Order 26,731, authorizing the Chief of Police to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of \$16,435.00 for specific drug enforcement activities, through their partnership with the Allegany County Narcotics Task Force.

Order 26,732, authorizing the Chief of Police to accept the FY21 Maryland Center for School Safety (SRO) grant in the amount of \$49,052.00 in funds that will be used to provide adequate police coverage in and around City schools, as well as pay officers overtime, to supplement school resource activities, which include providing additional officers to patrol schools and interact with children during school days as well as during extra-curricular activities.

Order 26,733, accepting the proposal from Turnbull, Hoover and Kahl, P.A. to audit the financial statements of the City for FY20 in the amount not-to-exceed \$154,800.

Order 26,734, authorizing a Special Taxing District Exemption for the 2020-2021 tax year for 33 N. Centre Street (Sasaki/Gusella) in the amount of \$625.39.

Order 26,735, rescinding Order No. 26,718 which referenced an incorrect business entity, and authorizing execution of a contract with the Housing Authority of the City of Cumberland dba Cumberland Housing Group regarding the use of \$149,000.00 in Maryland Community Parks and Playgrounds grant funding for upgrades to the playground located at 635 East First Street.

In answer to a question from Council, Mr. Rhodes advised that the audit amount for the audit is usually that high, and stated that they receive a detailed list of costs and for Order purposes the City ups that amount in case changes occur, but said typically the amount comes in at less than the amount on the Order. He added that the amount on the Order is not a number that THK gave them, it's a staff generated number to provide room if there are some other reports that need completed.

There was discussion and congratulations to Chief Ternent for acquiring the recent grants. Mr. Rhodes said that over the last 10 years, they are coming up on \$100M worth of grants and forgivable loans that the City has been able to acquire across the full operation, and said all departments are aggressive in looking for outside funding.

There was discussion on mask-wearing, with Mayor Morriss advising everyone to wear their masks, as Governor Hogan has stated repeatedly. The Mayor said it's about protecting yourself, your family, and it's about showing respect for your neighbors and those you're around. He advised on social distancing, and said that quite frankly, staying at home is the best way.

Mr. Rhodes advised that a Press Release will be going out today soon, which notifies that the City is modifying work environments again by closing City Hall to the public, with utility payments being taken through First United, and advising on numbers to call for alternative ways of making payments. He said the safest thing to do is to go back to the mode from the spring, and said they will also be modifying Public Works, staggering crews, etc. He added that Fire and Police are also taking extra precautions, and said these are the things the City needs to do to keep employees and the public safe.

Mayor Morriss asked to share all information, and suggested posting the press release on the City's Facebook page and on the website and Council's personal pages as well. He said everyone needs to use every precaution they can.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:30 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, November 17, 2020
5:45 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator and Marjorie Woodring, City Clerk

I. REVIEW OF THE AGENDA FOR NOVEMBER 17

Mayor Morriss advised that he would be presenting a proclamation for Small Business Saturday, which is November 28th this year. He mentioned Governor Hogan's recent mandate of lowering business capacity down to 50% due to the recent surge in Covid-19 cases and deaths, but said the City will promote what it can for the downtown businesses.

The Mayor advised on the Directors Reports, and Approval of Minutes on the Agenda. He reviewed the Public Hearing regarding a Zoning Amendment correcting a mistake in zoning classification of 5 parcels at the intersection of East Oldtown and Maple, by reverting them back to Urban Residential. He advised that Habitat for Humanity is planning on using those lots to build new homes, which will be good for the community. Mayor Morriss then reviewed the Ordinances:

Ordinance 3878, up for its 2nd and 3rd readings, will amend an error on the zoning map by removing 30 parcels in the Canal Parkway area from the Canal Place Historic Preservation District.

Ordinance 3879, up for its 1st reading, will provide for the terms of board and commission members to continue until successors are appointed.

Mr. Rhodes reviewed the Consent Agenda's six Orders, saying that one new item had been added since the November 10th Work Session review:

Order 26,731, authorizing the Chief of Police to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of \$16,435.00 for specific drug enforcement activities, through their partnership with the Allegany County Narcotics Task Force.

Order 26,732, authorizing the Chief of Police to accept the FY21 Maryland Center for School Safety (SRO) grant in the amount of \$49,052.00 in funds that will be used to provide adequate police coverage in and around City schools, as well as pay officers overtime, to supplement school resource activities, which include providing additional officers to patrol schools and interact with children during school days as well as during extra-curricular activities.

Order 26,733, accepting the proposal from Turnbull, Hoover and Kahl, P.A. to audit the financial statements of the City for FY20 in the amount not-to-exceed \$154,800.

Mr. Rhodes advised that the amount for this is usually closer to \$120K, but a higher cap was put on in case there is a need to run over that amount.

Order 26,734, authorizing a Special Taxing District Exemption for the 2020-2021 tax year for 33 N. Centre Street (Sasaki/Gusella) in the amount of \$625.39.

Order 26,735, rescinding Order No. 26,718 which referenced an incorrect business entity, and authorizing execution of a contract with the Housing Authority of the City of Cumberland dba Cumberland Housing Group regarding the use of \$149,000.00 in Maryland Community Parks and Playgrounds grant funding for upgrades to the playground located at 635 East First Street.

Order 26,736, accepting individual bids for the “2020 Bid for Surplus Vehicles and Equipment” project.

Mr. Rhodes advised that there are 27 pieces of equipment and vehicles, totaling a little over \$31,000 for the City.

Councilwoman Marchini asked for clarification for Ordinance 3878. Mr. Rhodes advised that the area mentioned is considered a boundary. He stated that the overlay inadvertently showed those parcels in the Historic District, and they are removing the overlay to correct the map.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:10 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Public Meeting
Via Video Conference

DATE: November 17, 2020

I. OPEN SESSION - 6:15 PM

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

To provide public comment during this video conference, go to <https://zoom.us> and enter the following:

Use Meeting ID (899 1023 6973) Passcode (276741)

To join by phone, dial: (+1 301 715 8592); Meeting ID (899 1023 6973) Passcode (276741)

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

II. Roll Call

PRESENT:

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

Councilman Seth Bernard was absent.

Also Present: Jeffrey D. Rhodes, City Administrator; Marjorie A. Woodring, City Clerk; and Morgan Alban, Engineering Consultant

III. Proclamations

1. Proclaiming the Saturday after Thanksgiving, November 28, 2020, as Small Business Saturday in Cumberland

Mayor Morriss read the Proclamation and mentioned Governor Hogan's Covid restrictions going to 50% capacity in businesses, and said that while the City is supporting this event, we are doing it with the restrictions imposed. He asked everyone going into a business to wear a mask and to maintain their social distancing. The Mayor stated that he believes we can do both: stay safe, and support our local businesses. Becky McClarran of McClarran and Williams accepted the Proclamation on behalf of the Downtown Cumberland Business Association. She thanked the M&CC and said she appreciated their support, and stated that shopping and dining are very important to the community all year round. She invited the M&CC and staff to come downtown on Small Business Saturday and enjoy the uniqueness and flavor of Cumberland.

IV. Director's Reports

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

(A) Engineering

1. Engineering Department monthly report for September, 2020

(B) Fire

1. Fire Department monthly report for October, 2020

(C) Police

1. Police Department monthly report for October, 2020

(D) Utilities - Flood, Water, Sewer

1. Utilities Division for Water / Sewer / Flood monthly report for October, 2020

V. Approval of Minutes

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

1. Approval of the Work Session Minutes of October 13, 2020 and the Regular Session Minutes of October 20, 2020

VI. Public Hearings

Convened: 6:27 p.m.

1. Public Hearing - to receive comment on the proposed Zoning Map Amendment (ZMA #20-02) to rezone five (5) parcels at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. The subject tracts are currently zoned "Local Business" and the correct designation should be "Urban Residential."

Morgan Alban advised that while investigating potential future development on a few parcels at the intersection of Maple Street and E. Oldtown Road, the Engineering Department identified an error in the zoning. She stated that the parcels were originally zoned Residential, and then were rezoned to Local Business to accommodate a project that subsequently fell through. She spoke with former City Planner Dave Umling, who

advised he had intended to revert them back to Residential in the last comprehensive rezoning, but the task was overlooked because there wasn't a lot of activity going on in that area. Ms. Alban advised that she presented this to the Planning and Zoning Commission on September 14, 2020, and was recommended by a 4-0 vote.

Mayor Morriss opened up the floor for comments. Being none, the Hearing was closed.

Adjourned: 6:29 p.m.

VI. Unfinished Business

(A) Ordinances

Mr. Rhodes provided background on the Ordinance which will correct an inadvertent error in the Zoning Map showing 30 parcels in the Canal Place Historic Preservation District that don't belong there, and said this will correct the map to reflect that.

1. **Ordinance 3878** (*2nd and 3rd readings*) - to amend the official zoning map of Cumberland (ZMA #20-01) to correct the map by removing thirty (30) parcels of record between Alley No. 224 and Canal Parkway from the Canal Place Historic Preservation District

SECOND READING: The Ordinance was presented in title only for its second reading. Motion to accept the second reading and move to the third after comment was made by Councilman Cioni, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

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

THIRD READING: The Ordinance was presented in title only for its third reading and was passed on a vote of 4-0.

VII. New Business

(A) Ordinances

Mr. Rhodes reviewed the Ordinance which will provide for the terms of Board and Commission members to continue until successors are appointed.

1. **Ordinance 3879** (*1st reading*) - to enact Section 2-194 of the City Code to provide that, unless otherwise provided for, the terms of service of board and commission members shall continue until such time as their successors are appointed.

FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

(B) Orders (Consent Agenda)

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

Order 26,731 - authorizing the Chief of Police to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of \$16,435 for specific drug enforcement activities through their partnership with the Allegany County Narcotics Task Force.

Order 26,732 - authorizing the Chief of Police to accept the FY21 MD Center for School Safety SRO Grant in the amount of \$49,052. These funds will be used to provide adequate police coverage in and around city schools and pay officers overtime to supplement school resource activities, including providing additional officers to patrol schools and interact with children during school and during extra-curricular activities.

Mayor Morriss stated that these two grants once again show how hard the Cumberland Police Department works to get grants, to help keep the community safe. He also mentioned the authorization for funding a couple weeks ago for the playgrounds on First Street, and said they will be a great addition to the neighborhood.

Order 26,733 - accepting the proposal from Turnbull, Hoover and Kahl, P.A. to audit the financial statements of the City for FY20 for the amount not-to-exceed \$154,800.

Order 26,734 - authorizing a Special Taxing District Exemption for the 2020-2021 tax year for 33 N. Centre Street (Sasaki / Gusella) in the amount of \$625.39.

Order 26,735 - rescinding Order No. 26,718 which referenced an incorrect business entity, and authorizing execution of a contract with the Housing Authority of the City of Cumberland /dba Cumberland Housing Group regarding the use of \$149,000 in MD Community Parks and Playgrounds grant funding for upgrades to the playground located at 635 East First Street.

Order 26,736 - accepting individual bids for the "2020 Bid for Surplus Vehicles and Equipment" project.

VIII. Public Comments

James Lough, resident of Keyser, WV, wanted to speak about Mineral and Allegany Counties working together, as they both have an increased spike in Covid-19. He said his neighbor is a nurse in Cumberland, and said the river (Potomac) doesn't mean anything as far as what the virus means to the community. He stated that he is working with the Mineral County Chamber of Commerce, and also wanted to thank M&CC for the Small Business Saturday proclamation, as he supports small businesses in Cumberland.

Mayor Morriss thanked Mr. Lough for his comments and agreed that the second wave is here. He stated that there's a surge nation-wide, but this area has been hit especially hard. The Mayor mentioned the Governor's comments today, advising that more and more are getting infected, are hospitalized, and are dying from Covid-19. He added that there was vigilance in March, April, and May, and we need to get back to how things were handled then. The Mayor stated that hospitals in our area are getting near capacity, and said there needs to be an end to this wave now. He said the number one way to do that is to stay home – only go out when necessary. He said supporting small businesses is a good thing, but only go out when needed. The Mayor reiterated how critical it is to wear masks and social distance, and said by doing these things, it's the only way to stop the surge.

The Mayor stated that the City has asked people to call the Health Department or the Police Department when they see a violation of the masking directives, and said they will respond. He advised that they have responded to every call they've received. He wanted people to know that to the extent we can, we are enforcing, and advised that things will be stepped up a bit. Mayor Morriss stated how important it is for all to take responsibility, and to make sacrifices for themselves and for their families.

Council discussed mask-wearing, social distancing, and how everyone seems to be Covid-weary. They also discussed how the medical experts have been predicting this second wave, how some see masking as a political objective, and wished people would pay attention to medical experts. Council all agreed Covid-19 has gotten rampant in our area, discussed transmission and long-term effects of the virus, and held hope that the two vaccines now out will show great promise.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:47 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
Via Video-conference

DATE: December 01, 2020

I. OPEN SESSION - 6:15 PM

To view this meeting live, go to the City's website at www.cumberlandmd.gov and access the public meetings link under the Government tab, or go to Facebook and access the page: Cumberland City Hall Livestream.

To provide public comment during this video conference, go to <https://zoom.us> and enter the following:

Use Meeting ID (824-8121-8818) Passcode (382004)

To join by phone, dial (+1-301-715-8592); Meeting ID (824-8121-8818) Passcode (382004)

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

II. Roll Call

PRESENT:

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

Also Present: Jeffrey D. Rhodes, City Administrator; Sherri Nicol, Assistant to the City Clerk; Morgan Alban, Engineering Consultant

III. Director's Reports

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

(A) Administrative Services

1. Administrative Services monthly report for October, 2020

(B) Public Works

1. Maintenance Division monthly report for October, 2020

IV. Approval of Minutes

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

1. Approval of the Closed Session Minutes of September 15, 2020

V. Unfinished Business

(A) Ordinances

Mr. Rhodes provided background on the Ordinance which will provide for the terms of Board and Commission members to continue until successors are appointed.

1. **Ordinance No. 3879** (*2nd & 3rd readings*) - to enact Section 2-194 of the City Code to provide that, unless otherwise provided for, the terms of service of board and commission members shall continue until such time as their successors are appointed

SECOND READING: The Ordinance was presented in title only for its second reading. Motion to accept the second reading and move to the third after comment was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 5-0.

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

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

VI. New Business

(A) Ordinances

Mr. Rhodes provided background on the Ordinance, and Ms. Alban advised that these parcels had been planned to be reverted back to Urban Residential by the last City Planner, but that task was overlooked.

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

1. **Ordinance No. 3880** (*1st reading*) - proposing a Zoning Map Amendment (ZMA #20-02) to rezone five (5) parcels at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. The subject tracts are currently zoned "Local Business" and the correct designation should be "Urban Residential."

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve each Consent Agenda item was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Order 26,737 - approving the award of \$5,000 in Canal Place Preservation District Residential Facade Improvement Program Funds to 224 Washington Street, owned by Joshua Adrian and Jarrett Perlow

Mr. Rhodes advised that this is a matching grant program, and said the owners would be contributing \$5K as well for this funding.

Order 26,738 - authorizing the Mayor to sign and accept a FY21 Maryland Heritage Area Authority Grant Agreement in the amount of \$5,000 for emergency repairs to Washington's Headquarters Cabin

VII. Public Comments

Mayor Morriss spoke about the Virtual Tree Lighting that was held last Friday, November 27th and said he thought it went very well. He said obviously this year things had to be done differently, but said the program was very good. The Mayor stated that the in-person attendance was very light – 30-40 people, and advised that everyone was masked and socially distanced. He added that Allegany Media and Facebook had great viewership, and said it was good in that some people got to see it that couldn't in past years. He added further that going forward, these events may always be broadcast for everyone to enjoy, and said there were lots of positive comments.

Mayor Morriss advised on Small Business Saturday on November 28th, and spoke about how a lot of small businesses downtown depend on this time of year to be able to make a profit. He said he visited about eight businesses during the event, and said everyone was wearing masks and social distancing. He encouraged everyone to support their local businesses as they round out their holiday seasonal shopping.

Councilwoman Marchini advised that she had gotten some shopping done downtown on Saturday, and gave kudos to many local shops for their great customer service. The Councilwoman also encouraged everyone to adhere to the Governor's mandates, wear masks, and to socially distance. She stated that the science is correct; masks do help, and said the world is a very dangerous place right now. She stated that masks are not a political decision; they are a personal decision for the health of the community. The Mayor stated that following the guidelines is a public health issue, which shows respect for your neighbors and community. He stated it's not a sacrifice, and it doesn't make sense not to wear masks, because it protects you and your family.

All public comments are limited to 5 minutes per person

VIII. Adjournment

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

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

1. Ordinance No. 3883 (*2nd and 3rd readings*) - authorizing the execution of a Contract of Sale and deed to convey 884 Sperry Terrace to Harold P. and Ann V. Atkins for \$9,200

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE FOR THE CONVEYANCE OF 884 SPERRY TERRACE, CUMBERLAND, MARYLAND 21502 TO HAROLD P. ATKINS AND ANN V. ATKINS FOR \$9,200.00 AND TO AUTHORIZE THE EXECUTION OF A DEED EFFECTING THE SAID CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 884 Sperry Terrace in the City of Cumberland, Allegany County, Maryland (the "Property");

WHEREAS, the Property was declared to be surplus property under the terms of Order No. 26,740, passed by the Mayor and City Council on December 15, 2020;

WHEREAS, Harold P. Atkins and Ann V Atkins ("Atkins") offered to purchase the Property for the sum of \$9,200.00; 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 Atkins' offer to purchase the real property located at 884 Sperry Terrace, Cumberland, MD 21502 for the purchase price of \$9,200.00 and the Mayor and City Clerk are hereby authorized to execute the Contract of Sale attached hereto as Exhibit A;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a

similar form approved by the City Solicitor, conveying the aforesaid real property to Atkins in exchange for the payment of the aforesaid purchase price;

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

Passed this _____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between Mayor and City Council of Cumberland ("Seller") and Reverend Harold P. Atkins and Reverend Ann V. Atkins ("Buyers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. Property Description. Seller does agree to sell to Buyers, and Buyers do agree to purchase from Seller, all of the following tract or parcel of land, owned by Seller which is identified as follows and referred to hereinafter as the "Property":

884 Sperry Terrace, Cumberland, MD 21502, Allegany County
Land Records Book 2476, Page 218, Tax Account No. 06-025692

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Nine Thousand Two Hundred Dollars (\$9,200.00).

3. Payment Terms. The Purchase Price shall be paid at settlement and it shall be paid by means of a cashier's check made payable to Seller. The amount of the cashier's check shall include the Purchase Price and in addition thereto, the \$100.00 recordation fee provided for in Section 13 hereinafter.

4. Estate. The Property is being conveyed in fee simple.

5. Contingencies. Closing shall be contingent upon Seller's demolition of the improvements on the Property and the remediation of the asbestos therefrom. Buyers' sole remedy in the event this contingency is not met shall be to cancel this Contract or to proceed to settlement notwithstanding Seller's failure to satisfy this contingency. There are no other contingencies for this Contract other than those expressly set forth herein.

6. Representations & Warranties. The Property is being sold in its as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known and unknown.

7. Risk of Loss. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyers.

8. Adjustments. All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

9. **Deed and Title.** Upon payment of the Purchase Price, a quit claim deed for the Property containing no covenants, warranties or representations shall be executed by Seller at its expense, which shall convey the Property to Buyer. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

10. **Title Search.** Buyers may, but they are not required to, have a search of the title to the Property performed in advance of settlement. They acknowledge that a search of the title to the Property performed in accordance with generally accepted standards will disclose all matters of record affecting the title thereto. Seller will not procure a title search on behalf of Buyers. Any title search shall be performed at the cost and expense of Buyers.

11. **Agency.** Seller and Buyers agree that no real estate broker participated in the procurement or negotiation of this Contract.

12. **Settlement.** Settlement shall occur no later than thirty (30) days after Seller's passage of an Ordinance approving this Contract and the sale of the Property. Seller's City Solicitor shall have the right to extend the settlement date for good cause shown. The determination regarding what constitutes good cause shall be made in the City Solicitor's sole discretion.

13. **Recordation Fees.** The Circuit Court charges a \$60.00 fee to record a deed in the Land Records for Allegany County, Maryland. At settlement, Buyers shall provide Seller with a check for this amount made payable to the Circuit Court for Allegany County.

Persons not regularly engaged in the recordation of deeds are unlikely to be able to record the deed for the Property without expending a considerable amount of time in the process of doing so, provided they are even capable of doing so. In order to ensure that the deed effecting the conveyance of the Property from Seller to Buyers is recorded expeditiously, Seller shall record the deed and Buyers shall pay its \$100.00 fee for doing so. Said fee shall be paid as provided for in Section 3 hereinbefore.

14. **Assignability.** This Contract may not be assigned without the written consent of Seller, which consent may be withheld for any reason or no reason at all. If Seller agrees in writing to an assignment of this Contract, the original Buyers shall remain obligated hereunder until settlement with the Assignee is completed.

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

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

17. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

18. **Breach of Contract and Default.** Buyers and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyers or Seller, shall reimburse, and be liable to, the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees and costs that party incurs as a result of the default.

19. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians.

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

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

22. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts transmitted by fax, email or other electronic means shall be effective as originals. Digital signatures are not permitted.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____
Raymond M. Morriss, Mayor

Date

Rev. Harold P. Atkins
Reverend Harold P. Atkins

November 18, 2020
Date

Rev. Ann V. Atkins
Reverend Ann V. Atkins

Nov. 18, 2020
Date

NO TITLE SEARCH PERFORMED

THIS DEED, made this ____ day of January, 2021, by and between **Mayor and City Council of Cumberland**, party of the first part, of Allegany County, Maryland, and **Harold P. Atkins and Ann V. Atkins**, husband and wife, of Allegany County, Maryland, parties of the second part.

NOW THEREFORE, in accordance with the foregoing and in consideration of the sum of Nine Thousand Two Hundred Dollars (\$9,200.00) 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 the parties of the second part, their personal representatives, heirs and assigns, all of its right, title and interest in and to the following described property, to wit:

ALL that ground and premises situated in the City of Cumberland, Allegany County, State of Maryland, and described as follows:

Lot Number Ten (10) as shown on a plat by "Property of Kelly-Springfield Tire Company, Ridgedale Addition," dated September 22, 1923, and recorded among the Land Records of Allegany County, Maryland, in Plat Box Number 66, which said Plat is hereby referred to and made a part hereof.

IT BEING the same property which was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to Mayor and City Council of Cumberland by deed dated June 17, 2019 and recorded among the Land Records of Allegany County, Maryland in Book 2476, folio 218.

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 parties of the second part, as tenants by the entirety, their 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.

WITNESS:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____ (SEAL)
Raymond M. Morris, Mayor

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

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, Mayor of Mayor and City Council of Cumberland, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he, being duly authorized to do so, executed the same for the purposes therein contained; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,500.00 and that the total payment made to the grantor was \$9,200.00 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

File Attachments for Item:

. Ordinance No. 3884 (*1st reading*) - accepting the bids for the purchase of 17 Waverly Terrace, 19 Waverly Terrace, and 417 Walnut Street and authorizing conveyance of the properties to the successful bidders

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BIDS FOR THE PURCHASE OF THREE (3) PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND AND TO AUTHORIZE THE CONVEYANCE OF THOSE PROPERTIES TO THE SUCCESSFUL BIDDERS, SUBJECT TO THE TERMS SET FORTH HEREINAFTER."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the properties listed in the Exhibit A attached hereto (individually, a "Property" and, collectively, the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 26,675, passed by the Mayor and City Council on July 21, 2020;

WHEREAS, bids for the purchase of the Properties and other parcels of real property were solicited by means of the 2020 Request for Bids for Surplus Properties;

WHEREAS, the City received bids for nine (9) of the Properties and Ordinance No. 3877 was passed on November 4, 2020, to accept the bids and authorize conveyance to the successful bidders;

WHEREAS, bids for three (3) of the remaining properties have been received and staff is recommending that the Mayor and City Council award the bids for each of the Properties as provided for in the Exhibit A attached hereto; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of those bids 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 the bids set forth in the Exhibit A attached hereto subject to the following terms:

- A. Each purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon; although it is expected that no such taxes will be due.
- B. Each purchaser will pay the \$60.00 deed recordation fee charged by the court.
- C. Each purchaser 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 Properties will be conveyed to the purchasers by means of quitclaim deeds containing no warranties or representations of any kind, the form of which is set forth in the Exhibit B attached hereto;
- E. The City will record the deeds and the City's \$100.00 recording fee shall be paid by cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums.

- F. The purchaser shall also provide the City Solicitor with a check or money order made payable to "Circuit Court for Allegany County" in the amount of \$60.00 for the court's deed recordation fee, and, as advised by the City Solicitor, they shall provide him with checks made payable to "Allegany County" and "City of Cumberland" for their share of the current year taxes. Checks to be presented to the City Solicitor shall be mailed (but not hand-delivered) to:

Michael Scott Cohen
City of Cumberland City Solicitor
213 Washington Street
Cumberland, MD 215902

- G. Failure to remit the aforesaid payments to the City Clerk and City Solicitor, as applicable, within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances 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 _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

<i>Address</i>	<i>Tax ID No.</i>	<i>Deed References – Book/Page</i>	<i>Successful Bidder</i>	<i>Bid Amount</i>
417 Walnut Street	05-018358	2294 / 355	Martha Rollins	\$ 2,000.00
17 Waverly Terrace	22-010379	2085 / 40	Dennis Pelcynski, Sr.	\$ 145.00
19 Waverly Terrace	22-003046	2289 / 334	Dennis Pelcynski, Sr.	\$ 125.00

EXHIBIT B

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of November, 2020, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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 Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

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 November, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, 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 \$ _____ 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 entity 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

File Attachments for Item:

. Order 26,751 - authorizing the execution of Change Order No. 2 with Maverick Construction, LLC for the "New Inlet Screens at Gatehouse Project" (8-19-WFP) in the increased estimated amount of \$20,291.55 for additional concrete repairs needed at the project site, bringing the new total contract price to \$866,045.05

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

ORDER NO. 26,751

DATE: January 19, 2021

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


THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 with Maverick Construction LLC, 410 Greenwood Creek Lane, Grasonville, MD 21638, to provide additional concrete repairs needed at the project site for the “New Inlet Screens for Gate House” Project (8-19-WFP) in the increased estimated unit cost of Twenty Thousand, Two Hundred Ninety-one Dollars and Fifty-five Cents (\$20,291.55), bringing the new total contract price to Eight Hundred Sixty-six Thousand, Forty-five Dollars and Five Cents (\$866,045.05).

Raymond M. Morriss, Mayor

Maverick Construction	New Inlet Screens at Gatehouse (8-19-WFP)
Original Contract Price	\$843,900.00
Change Order No. 1	\$ 1,853.50
Change Order No. 2	\$ 20,291.55
New Contract Amount	\$866,045.05

Budget:
002.299.FP1.63000



ISSUING OFFICE:		City of Cumberland			
CONTRACTOR NAME:		Maverick Construction LLC			
COST PROPOSAL:		PCO 003 - Additional Repairs Associated with Contract Work			
CONTRACTOR PROPOSAL		PROPOSAL - 12/31/2020			
NET INCREASE \$		17,023.84			
		CALENDAR DAY INCREASE TBD			
COST ELEMENT	BRIEF DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	INCREASE / DECREASE
1	Spall Repairs in Treatment Building	1	LS	\$ 6,175.00	\$ 6,175.00
2	Crack Repair in Treatment Building	1	LS	\$ 3,212.50	\$ 3,212.50
3	Cantilever Slab Repairs in Gate House	1	LS	\$ 4,318.75	\$ 4,318.75
4	Installation of Air Regulator in Compressor Building	1	LS	\$ 1,097.09	\$ 1,097.09
Direct Cost Impacts					\$ 14,803.34
	General Construction: Overhead, Bond, Insurance, Profit @ 15.0%				\$ 2,220.50
TOTAL NET INCREASE / DECREASE					\$ 17,023.84
TYPED NAME AND TITLE (Contractor)					
Brad Gribble - President					

PCO # 003 Additional Repairs Associated with Contract Work

Spall Repairs in Treatment Building

Job, No. 20-001 Maverick Construction LLC Number: 1
 (Issued by)
401 Greenwood Creek Lane
 Cont. No. 26636 Grasonville, Maryland 21638 Date: 12/31/2020
 (Address)
 To: City of Cumberland
57 N. Liberty Street
 (Address)
Cumberland, Maryland 21502
 Attn: Matt Idleman

Issue: Spall Repairs in Treatment Building

Description of Work Done: Within the water treatment building, there are three locations on the perimeter of the treatment area where the concrete is spalling underneath of the steel support structures. The cause of the spalls appears to be stress fractures from the anchor bolts due to movement/expansion of the steel support structure. The recommended repair for this type of work is to remove the damaged sections and utilize SIKA 123 Plus to repair the concrete. The work process will consist of score cutting around the perimeter of the repair, demolishing the damaged concrete, applying Armatec 110 Epocem bonding agent, and troweling Sika 123 plus onto the surface. Steel dowels will be installed on a 6" x 6" grid if the depth of the repairs allows for installation. All work will be performed from work floats from within the treatment tank. We will request for the water within the tank to be lowered to provide suitable access for the repairs. It should be noted that the repairs being performed will not solve the underlying issue that caused the spalls and there is a chance that the cracks could reappear.

Detail of Labor Equipment or Materials	Hours or Quantity	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
LABOR						
Supervisor	20.0	\$ 90.00			\$ 1,800.00	\$ 1,800.00
Laborer Foreman	20.0	\$ 63.75			\$ 1,275.00	\$ 1,275.00
Laborer	20.0	\$ 52.50			\$ 1,050.00	\$ 1,050.00
	60.0				\$ -	\$ -
					Total Cost	\$ 4,125.00
EQUIPMENT						
Crew Truck	20.0	\$ 10.00	\$ 200.00			\$ 200.00
Hand Tools	20.0	\$ 10.00	\$ 200.00			\$ 200.00
			\$ -			\$ -
			\$ -			\$ -
					Total Cost	\$ 400.00
MATERIAL						
Per Diem - Per Day Per Employee (3 employees x \$150/day)	2.00	\$ 450.00		\$ 900.00		\$ 900.00
Work Float	1.0	\$ 500.00		\$ 500.00		\$ 500.00
Sika 123 Plus and Bonding Agent	1.0	\$ 250.00		\$ 250.00		\$ 250.00
					Total Cost	\$ 1,650.00
SUBCONTRACTOR						
					Total Cost	\$ -
Subtotal			\$ 400.00	\$ 1,650.00	\$ 4,125.00	\$ 6,175.00

Notes:

Work Verification Sheet OVERAL TOTAL: \$6,175.00

Approved / Acknowledged for Owner, Material or Sub-Contractor

Approved for Company: Maverick Construction LLC

By _____

By 

PCO # 003 Additional Repairs Associated with Contract Work

Crack Repair in Treatment Building

Job, No. 20-001

Maverick Construction LLC

Number: 2

(Issued by)

401 Greenwood Creek Lane

Cont. No. 26636

Grasonville, Maryland 21638

Date: 12/31/2020

(Address)

To: City of Cumberland

57 N. Liberty Street

(Address)

Cumberland, Maryland 21502

Attn: Matt Idleman

Issue: Crack Repair in Treatment Building

Description of Work Done: Within the water treatment building, there are numerous cracks along the floor which appear to be a result of shrinkage or uneven settlement. One location has been requested to be repaired which is located along the walkway between tanks 1 & 2 as you enter the building. Shrinkage cracks are located on either side of the steel support structure, with one of the cracks being significantly wider than the other. The proper method to repair this crack is to perform epoxy injection on the cracks. To do this, the cracks will be sealed along the bottom, sides, and top. Injection ports will then be drilled at a 45 degree angle at approximately 6" on center. Epoxy will be injected into the ports along the length of the repair in order to fill the void. Once the epoxy has cured, the ports will be removed and the holes will be patched.

Detail of Labor Equipment or Materials	Hours or Quantity	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
LABOR						
Supervisor	10.0	\$ 90.00			\$ 900.00	\$ 900.00
Laborer Foreman	10.0	\$ 63.75			\$ 637.50	\$ 637.50
Laborer	10.0	\$ 52.50			\$ 525.00	\$ 525.00
					\$ -	\$ -
	30.0				Total Cost	\$ 2,062.50
EQUIPMENT						
Crew Truck	10.0	\$ 10.00	\$ 100.00			\$ 100.00
Hand Tools	10.0	\$ 10.00	\$ 100.00			\$ 100.00
			\$ -			\$ -
			\$ -			\$ -
					Total Cost	\$ 200.00
MATERIAL						
Per Diem - Per Day Per Employee (3 employees x \$150/day)	1.00	\$ 450.00		\$ 450.00		\$ 450.00
Crack Injection Ports, Sealant, Epoxy, and Injection Gun	1.0	\$ 500.00		\$ 500.00		\$ 500.00
					Total Cost	\$ 950.00
SUBCONTRACTOR						
					Total Cost	\$ -
Subtotal			\$ 200.00	\$ 950.00	\$ 2,062.50	\$ 3,212.50

Notes:

Work Verification Sheet OVERAL TOTAL: \$3,212.50

Approved / Acknowledged for Owner, Material or Sub-Contractor

Approved for Company: Maverick Construction LLC

By

By

PCO # 003 Additional Repairs Associated with Contract Work

Cantilever Slab Repairs in Gate House

Job, No. 20-001

Maverick Construction LLC

Number: 3

(Issued by)

401 Greenwood Creek Lane

Cont. No. 26636

Grasonville, Maryland 21638

Date: 12/31/2020

(Address)

To: City of Cumberland

57 N. Liberty Street

(Address)

Cumberland, Maryland 21502

Attn: Matt Idleman

Issue: Cantilever Slab Repairs in Gate House

Description of Work Done: Within the gate house, the bottom of the cantilever slab that supports the operator for the gate that supplies the plant is deteriorated and rebar is showing. The location of this repair is particularly challenging since there is no existing access to perform the work. To perform the repairs, access must be constructed to provide a work platform and catch debris during demolition. The scope of repairs will consist of demolishing unsound concrete, cleaning the damaged rebar, applying protective coating to the exposed rebar, installing steel dowels to increase attachment points, applying bonding agent to the concrete surface, and troweling two coats of silka 123 plus onto the concrete surface.

Detail of Labor Equipment or Materials	Hours or Quantity	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
LABOR						
Supervisor	15.0	\$ 90.00			\$ 1,350.00	\$ 1,350.00
Laborer Foreman	15.0	\$ 63.75			\$ 956.25	\$ 956.25
Laborer	15.0	\$ 52.50			\$ 787.50	\$ 787.50
	45.0				\$ -	\$ -
					Total Cost	\$ 3,093.75
EQUIPMENT						
Crew Truck	15.0	\$ 10.00	\$ 150.00			\$ 150.00
Hand Tools	15.0	\$ 10.00	\$ 150.00			\$ 150.00
			\$ -			\$ -
			\$ -			\$ -
					Total Cost	\$ 300.00
MATERIAL						
Per Diem - Per Day Per Employee (3 employees x \$150/day)	1.50	\$ 450.00		\$ 675.00		\$ 675.00
Concrete Repair Materials	1.0	\$ 250.00		\$ 250.00		\$ 250.00
					Total Cost	\$ 925.00
SUBCONTRACTOR						
					Total Cost	\$ -
Subtotal			\$ 300.00	\$ 925.00	\$ 3,093.75	\$ 4,318.75

Notes:

Work Verification Sheet OVERAL TOTAL: \$4,318.75

Approved / Acknowledged for Owner, Material or Sub-Contractor

Approved for Company: Maverick Construction LLC

By

By

PCO # 003 Additional Repairs Associated with Contract Work

Installation of Air Regulator in Compressor Building

Job, No. 20-001 Maverick Construction LLC Number: 4
 (Issued by)
401 Greenwood Creek Lane
 Cont. No. 26636 Grasonville, Maryland 21638 Date: 12/31/2020
 (Address)
 To: City of Cumberland
57 N. Liberty Street
 (Address)
Cumberland, Maryland 21502
 Attn: Matt Idleman

Issue: Installation of Air Regulator in Compressor Building

Description of Work Done: Maverick was requested to install an air regulator within the compressor building. To do this, we will need to remove a section of 1.25" pipe from the discharge side of the receiver tank, thread the cut ends of the existing pipe, install two unions and the new regulator. Once installed the line will be checked for leaks.

Detail of Labor Equipment or Materials	Hours or Quantity	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
LABOR					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
	0.0				Total Cost	\$ -
EQUIPMENT						
	0.0		\$ -			\$ -
	0.0		\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
					Total Cost	\$ -
MATERIAL						
Regulator and Piping	1.00	\$ 327.09		\$ 327.09		\$ 327.09
				\$ -		\$ -
					Total Cost	\$ 327.09
SUBCONTRACTOR						
Topside Rigger	4.0	\$ 65.00		\$ 260.00		\$ 260.00
Topside Rigger	4.0	\$ 65.00		\$ 260.00		\$ 260.00
Crew Truck and Tools (per day)	1.0	\$ 250.00				\$ 250.00
					Total Cost	\$ 770.00
Subtotal			\$ -	\$ 847.09	\$ -	\$ 1,097.09

Notes:

Work Verification Sheet OVERAL TOTAL: \$1,097.09

Approved / Acknowledged for Owner, Material or Sub-Contractor

Approved for Company: Maverick Construction LLC

By _____

By Bill

Brad Gribble

From: Grainger <Grainger@service.grainger.com>
Sent: Wednesday, December 23, 2020 4:57 PM
To: Brad Gribble
Subject: Grainger Order Confirmation #1402335656 / P.O. #BRAD GRIBBLE



[My Account](#) | [Order History](#) | [Help](#) | [All Products](#)

ORDER CONFIRMATION

Hello Brad Gribble,

Thank you for placing an order with Grainger. We confirm that the following order has been received.

ORDER DETAILS

Order #1402335656
PO #BRAD GRIBBLE
Company Name : MAVERICK
CONSTRUCTION LLC

[VIEW ORDER HISTORY](#)

[CHECK ORDER STATUS](#)

ORDER SUMMARY

Subtotal **\$292.85**
Estimated Tax **\$18.52**
Estimated Shipping **\$15.72**
Estimated Total \$327.09

Availability, Shipping, Tax & Promotions are not final until your order is processed. All final charges will be reflected on the associated invoice.

DELIVERY METHOD

SHIPPING ADDRESS

Maverick Construction Llc
1030 Lake Gordon Rd
Bedford, PA 15522-5243
US

ADDITIONAL INFORMATION

Grainger EIN **36-1150280**
Customer Account # ******7072**
Phone **(443) 262-6554**

MY PURCHASED PRODUCTS



GRAINGER APPROVED
Hex Bushing, 1 1/4 X 1 In, Galvanized
Item # **5P888**
Price **\$8.85** / each

STATUS

Preparing to Ship
Expected to Arrive Mon Dec 28*

TOTAL \$17.70
QTY 2



ANVIL
Union, 1-1/4 In, Npt, Galv
Item # **25CG98**
Price **\$29.32** / each

STATUS
Preparing to Ship
Expected to Arrive Mon Dec 28*

TOTAL \$58.64
QTY 2



BECK
Pipe Nipple, 1", 3", Galvanized Steel
Item # **29VG63**
Price **\$3.33** / each

STATUS
Preparing to Ship
Expected to Arrive Mon Dec 28*

TOTAL \$6.66
QTY 2



PARKER
Air Regulator, 1 In. Npt, 400 Cfm, 300 Psi
Item # **21U842**
Price **\$209.85** / each

STATUS
Preparing to Ship
Expected to Arrive Mon Dec 28*

TOTAL \$209.85
QTY 1

Effective March 23,2020, we modified Grainger's return policy in the U.S. and are only allowing returns for up to **30 days** from the date of purchase until further notice on **all items**. (Orders placed prior to March 23,2020, will not be subject to this new returns policy.) The only exceptions are customers with alternate return specifications in their contract. Please note that this does not supersede any items bought as "Final Sale;" these items will still be final sale and non-returnable.

*Within the continental U.S. when your order is received by 5 p.m. local time at your local shipping facility, which may be in a different time zone from you. Deliveries occur Monday-Friday, excluding holidays. Currently subject to limited product availability on select high-demand, pandemic-related items.

GRAINGER CHOICE

REPLACEMENT PARTS

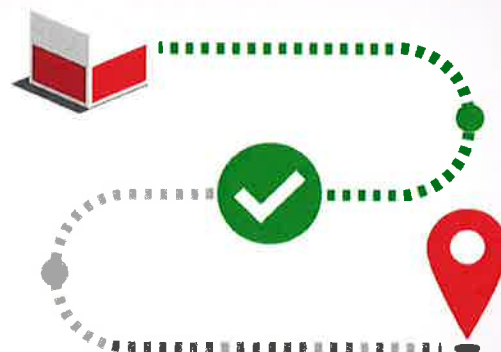
KEEPSTOCK

KNOWHOW®

ORDER STATUS UPGRADE

We've built a better way to track your Grainger orders with enhanced carrier tracking, more visibility to delivery status and an improved overall experience!

Check It Out



Council Agenda Summary

Meeting Date: 1/19/21

Key Staff Contact: Matt Idleman, Derrik Grimm

Item Title: Change Order for City Project 8-19-WFP, New Inlet Screens for Gate House

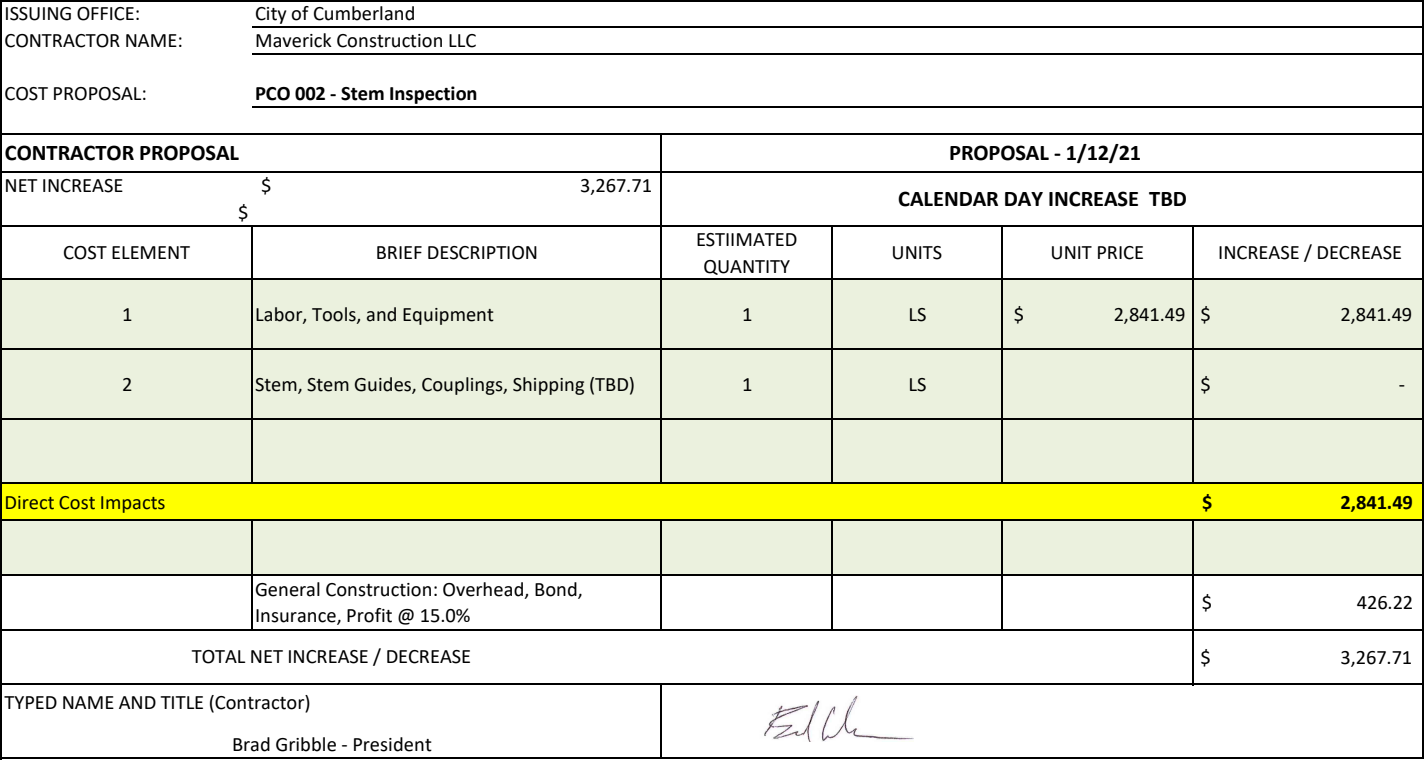
Summary of project/issue/purchase/contract, etc for Council:

This change order is to increase the contract value of City Project 8-19-WFP, New Inlet Screens for Gate House, in the amount of \$20,291.55. This change order is due to additional concrete repairs needed at the project site and can be completed concurrently with the project. The original estimated contract price of \$843,900.00 (M&CC Order No. 26,636) was increased by \$1,853.50 for a total value of \$845,753.50. With the current proposed change order of \$20,291.55, the new contract value will be \$866,045.05.

Amount of Award: \$20,291.55

Budget number: 002.299.FP1.63000

Grant, bond, etc. reference: N/A



PCO # 002 Repair Existing Stem																																																																																																																																																																																								
Job. No. <u>20-001</u>	Maverick Construction LLC <small>(Issued by)</small> 401 Greenwood Creek Lane	Number: <u>1</u>																																																																																																																																																																																						
Cont. No. <u>26636</u>	Grasonville, Maryland 21638 <small>(Address)</small>	Date: <u>1/12/2021</u>																																																																																																																																																																																						
To : <u>City of Cumberland</u>																																																																																																																																																																																								
<u>57 N. Liberty Street</u> <small>(Address)</small> <u>Cumberland, Maryland 21502</u> Attn: Matt Idleman																																																																																																																																																																																								
Issue: <u>Inspect Existing Stem</u> Description of Work Done: <u>To determine the extent of damage to the stem, the first step will be to dewater the work area and evaluate the repairs. Once dewatered, we will perform the inspection by either a certified personnel hoist w/ bosun chair. The stem will ne inspected along it's entire length to determine the underlying reason for damage.</u>																																																																																																																																																																																								
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File Attachments for Item:

. Order 26,752 - authorizing the Mayor to sign and accept a Capital Projects Grant Agreement with the State of MD (acting through the Board of Public Works) in the amount of \$500,000.00 to be used for the Baltimore Street Access Project (12-16-M)

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

ORDER NO. 26,752

DATE: January 19, 2021

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

THAT, the Mayor be and is hereby authorized to sign and accept a Capital Projects Grant Agreement by and between the State of Maryland (acting through the Board of Public Works) and the Mayor and City Council of Cumberland, in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) to be used for the Baltimore Street Access Project (12-16-M).

Raymond M. Morriss, Mayor

State of Maryland

CAPITAL PROJECTS GRANT AGREEMENT

This Agreement (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between the State of Maryland (“**State**”), acting through the Board of Public Works (**BPW**), and Mayor and City Council City of Cumberland(“**Grantee**”), whose federal taxpayer identification number is _____.

Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **City of Cumberland - Baltimore Street Town Centre** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. **Purpose.** Grantee may use grant funds for the following purpose only (“**Project**”): for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Baltimore Street Town Centre in Cumberland (See **Enabling Act**: DGS Item 143, Chapter 537 of the Laws of Maryland 2020 which is incorporated herein by reference.)
2. **Grant.** After the BPW approves this Agreement, the State shall periodically provide grant funds (“**Grant**”) to, or on behalf of, Grantee not to exceed the lesser of: \$ 500,000 (Five Hundred Thousand Dollars) or the amount of Grantee's matching fund according to the matching fund requirement of: \$0 as stated in the Enabling Act.
3. **Termination or Reduction of Authorization.** The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 6/1/2022; or (b) no part of the Project is under contract by 6/1/2027 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2027.
4. **Matching Fund.** If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. **Disbursement of Grant.** Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

To the State:

Office of the Comptroller
Capital Grants Program Administrator
80 Calvert Street, Room 215
Annapolis, Maryland 21404-0466

Department of General Services
Capital Grants Program Manager
301 W. Preston Street, Room 703
Baltimore, Maryland 21201

To the Grantee:

11. **Default.** A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. **Remedies Upon Default.**
 - (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
 - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. **Disposition of Property.** Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. **Inspection and Retention of Records.** Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. **Insurance.**
 - (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.
Name: The State of Maryland
Address: Department of General Services
Capital Grants
301 W. Preston Street, Suite 703
Baltimore, MD 21201

- (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.
 - (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
16. Indemnification. *To the extent permitted by law (including Courts and Judicial Proceedings Article, §5-301 et seq. the Local Government Tort Claims Act; and Courts and Judicial Proceedings Article, §5-509; Annotated Code of Maryland, as amended from time to time), and subject to the availability of appropriations, Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:*
- (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
 - (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.
17. Registration. Grantee is a (charitable __) (religious __) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES __

Check if NOT APPLICABLE __ and explain:

18. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
 - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
 - (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.

- 19. *Drug and Alcohol Policy.* Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
 - (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.

- 20. *Compliance with Applicable Law.* Grantee hereby represents and warrants that it:
 - (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

21. *Non-Debarment.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
 - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.

22. *Non-Collusion.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.

23. *Financial Disclosure.* Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$200,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

24. *Political Contributions.* Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

25. *No Contingent Fees.* Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.

26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.
27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By:  (SEAL)

Name: _____

Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____

John Gontrum
Executive Secretary

Approved as to form and legal
sufficiency this _____ day of
_____, 20__

Assistant Attorney General
Department of General Services

BPW APPROVAL: DGS Item ____ -CGL (____/____/20__)

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form

B

P

W

Certificate Of Completion

Envelope Id: B915B11C6C7440288AA53B6BC959D06B	Status: Delivered
Subject: Please DocuSign: 20-143 City of Cumberland AGREEMENT.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Alexis Dukes
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	alexis.dukes@maryland.gov
	IP Address: 174.55.58.16

Record Tracking

Status: Original	Holder: Alexis Dukes	Location: DocuSign
1/11/2021 12:14:59 PM	alexis.dukes@maryland.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Maryland Department of General Services	Location: DocuSign

Signer Events

Signature	Timestamp
Robert Smith	Sent: 1/11/2021 12:18:33 PM
robert.smith@cumberlandmd.gov	Viewed: 1/12/2021 6:04:44 AM
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 1/12/2021 6:04:44 AM	
ID: 6fecf799-47d9-42a0-a376-d53458c1a6e4	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/11/2021 12:18:33 PM
Certified Delivered	Security Checked	1/12/2021 6:04:44 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Maryland Department of General Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Maryland Department of General Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sachin.bhatt3@maryland.gov

To advise Carahsoft OBO Maryland Department of General Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sachin.bhatt3@maryland.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Maryland Department of General Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sachin.bhatt3@maryland.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Maryland Department of General Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sachin.bhatt3@maryland.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Maryland Department of General Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Maryland Department of General Services during the course of your relationship with Carahsoft OBO Maryland Department of General Services.

Council Agenda Summary

Meeting Date: 1/19/21

Key Staff Contact: Robert Smith, Derrik Grimm

Item Title: Capital Projects Grant Agreement for Baltimore Street Access, City Project 12-16-M

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

The Capital Projects Grant Agreement is between the State of Maryland, acting through the Board of Public Works, and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$500,000.00 to be used on the Baltimore Street Access Project. The City has until 6/1/2027 to begin construction or the grant is terminated.

Amount of Award: \$500,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant

File Attachments for Item:

. Order 26,753 - authorizing execution of a 15-year PILOT Agreement with Allegany Junction Partnership and Allegany County, Maryland, regarding the construction of a 40-unit mixed-income rental housing development at 100 Reynolds Street to be known as Allegany Junction

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

ORDER NO. 26,753

DATE: January 19, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Payment in Lieu of Taxes Agreement by and among Allegany Junction Partnership, Mayor and City Council of Cumberland, and Allegany County Maryland regarding the construction of a 40-unit mixed-income rental housing development to be known as Allegany Junction and located at 100 Reynolds Street, Cumberland; and

BE IT FURTHER ORDERED, that this agreement shall commence on the Date of Substantial Completion and terminate on the fifteenth (15) anniversary of the Date of Substantial Completion.

Raymond M. Morriss, Mayor

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (“Agreement”) is made this _____ day of _____, 2020, by and among **Allegany Junction Limited Partnership**, a Maryland limited partnership (the “Partnership”), **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the “City”), and **Allegany County, Maryland**, a body corporate and politic of the State of Maryland (the “County”).

RECITALS:

A. The City and County recognize the need for decent, safe and sanitary housing for people with low or limited income.

B. The Partnership is the owner or the contract purchaser of certain real property approximately located at 100 Reynolds Street, Cumberland, Allegany County, Maryland 21502, which real property is more particularly described on Exhibit “A” attached hereto (the “Property”). The Partnership proposes to construct and operate on the Property a 40-unit mixed-income rental housing development to be known as “Allegany Junction” (the “Project”). Thirty-six (36) units (the “Affordable Units”) will be rented to residents at income levels at or below 60 percent of Area Median Income of the Cumberland, MD-WV Statistical Area (said individuals hereinafter being referred to as “Lower Income Persons”).

C. In order to fund a portion of the costs of the Project, the Partnership has applied to the Maryland Department of Housing and Community Development (“DHCD”), either directly or through its Community Development Administration, for Low Income Housing Tax Credits (the “State Financing”). Under the State Financing programs, the Project will provide housing for Lower Income Persons.

D. The Partnership has requested that the City and the County permit the Partnership to make payments in lieu of County and City real property taxes pursuant to Section 7-506.1 of the Tax-Property Article of the Annotated Code of Maryland (which payments are hereinafter-referred to collectively as “PILOTs” and individually as a “PILOT”). The Act provides, among other things, that real property may be exempt from County and City property tax if:

- (i) the Partnership owns or leases the Property and is engaged in constructing or operating housing structures or projects;
- (ii) the Property will be used for a project that is constructed or substantially rehabilitated under a federal, State, or City program that (1) funds construction, or ensures its financing in whole or in part, or (2) provides interest subsidy, rent subsidy or rent supplements;
- (iii) the Partnership and the Mayor and City Council of the City and the County agree that the Partnership shall pay PILOTs for a negotiated amount in lieu of the City’s and County’s property tax; and

- (iv) the Partnership (1)(A) agrees to continue to maintain the Project as rental housing for Lower Income Persons under the requirements of the governmental programs described in item (ii)(2) and agrees to renew any annual contributions contract or other agreement for rental subsidy or supplement or (B) enters into an agreement with the Mayor and City Council of the City and the County to allow the entire Project or the portion of the Project which is planned to be maintained for Lower Income Persons to remain as housing for Lower Income Persons for a term of at least five (5) years.

E. In order to induce the Partnership to provide housing for Lower Income Persons, the City and the County agree to accept PILOTs, subject to the terms and conditions of this Agreement.

F. The City is duly authorized and empowered to enter into and deliver this Agreement pursuant to Order No. _____, adopted by the Mayor and City Council of the City on _____, 2020.

G. The County is duly authorized and empowered to enter into and deliver this Agreement pursuant to Resolution No. _____, adopted by the County Council of Allegany County, Maryland on _____, 2020.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership, the City and the County agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in and form a part of this Agreement.

2. **Definitions.** In this Agreement, the term:

(a) “Affordable Unit” means a rental dwelling unit with a rent level at or below 60 percent of area median income (i.e., the midpoint of a region’s income distribution – half of families in a region earn more than the median and half earn less than the median).

(b) “Date of Substantial Completion” means the date as of which the construction of the Project shall be substantially complete, as evidenced by a Certificate of Substantial Completion issued by the architect for the Project to the Partnership and submitted to the City and the County, said submission to be made no later than five (5) business days after its issuance.

(c) “Extended Use Covenant” means that certain Extended Low Income Housing Covenant for Low Income Housing Tax Credits by and between the Partnership and DHCD in connection with the State Financing.

3. City's Acceptance of PILOT Payments/Post-Term Obligations. For the term of this Agreement, as set forth in Section 5 hereinafter, the Partnership shall make, and the City shall accept, PILOTs for the City real property taxes due on the Property and the Project in an amount equal to Twenty-One Thousand One Hundred Forty-One Dollars and Thirty-Four Cents (\$21,141.34) for each taxable year (the "City PILOT"), which amount will be prorated for any partial taxable year occurring during the Term and increased annually by two percent (2%). The Property shall be exempt from City real property taxes during the term of the City PILOT as provided for in Section 6 hereafter.

4. County's Acceptance of PILOT Payments. For the term of this Agreement, the Partnership shall make, and the County shall accept, annual PILOTs for the County and State real property taxes due on the Property in an amount equal to Twelve Thousand Five Hundred Dollars (\$12,500.00) for each taxable year (the "County PILOT"), which amount will be prorated for any partial taxable year occurring during the Term. In any event, the County PILOT shall at no time exceed the real property taxes which would have been paid to the County, State and/or other taxing authority, other than the City, for the current taxable year if the Project were not exempt from taxation. The Property shall be exempt from County real property taxes in accordance with the Act so long as this Agreement is in effect. The County PILOT is inclusive of all real property taxes owed to the State and any other taxing authority, and the County shall remit such portion of the County PILOT to the State or other appropriate taxing authority, as applicable.

5. Conditions Precedent. This Agreement shall not take effect unless and until the Partnership has entered into the Extended Use Covenant.

6. Term. The PILOT shall be paid to the City and the County, as applicable, commencing upon the Date of Substantial Completion and terminating on the fifteenth anniversary of the Date of Substantial Completion. Notwithstanding the foregoing, this Agreement shall be effective only for so long as:

- (a) the Project shall be owned and used for the provision of rental housing and "service facilities" as permitted by the said Section 7-505, as amended from time to time;
- (b) the Partnership, in all respects, complies with and satisfies the requirements of Sections 7-505 and 7-506.1 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement;
- (c) from time to time, upon the request of the City or the County, the Partnership provides the City or the County or the City's or County's authorized representative all financial and other information required by the City or the

County, as applicable, in order to ensure the full and complete compliance with the terms of this Agreement and applicable law; and

- (d) the Partnership's representations and warranties made in Section 10 hereinafter continue to be true and it fulfills its covenants and obligations set forth therein and elsewhere in this Agreement.

Upon the termination or expiration of this Agreement, full taxes shall be paid based the applicable State assessment guidelines in effect at such time.

7. Exemption from Taxes. In consideration of the agreement to make the foregoing payments, the City and the County agree, pursuant to Section 7-505 of the Tax Property Article of the Annotated Code of Maryland, that, for the duration of the term during which PILOTs are paid, the Partnership shall have no further liability for any and all applicable City or County real property taxes due on the Property and the Project.

8. Reassessments; Credits. As to the Property and/or the Project, the Partnership shall not apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of the PILOTs to the City or the County. Nothing contained in this section shall be interpreted or construed to prohibit the Partnership from taking advantage of any program that would result in a reduction or elimination of the Partnership's real estate taxes that are due and payable to any entity other than the City or the County with regard to the Property and/or the Project provided such action has no affect upon the amount of the PILOTs. The terms of this section shall apply to all such actions in the nature of those set forth herein in anticipation of the Partnership's acquisition of the Property and at all times commencing upon the Partnership's acquisition of the Property and continuing thereafter through the term of this Agreement.

9. Compliance with Law. This Agreement shall be subject to and interpreted in accordance with applicable federal, Maryland and City laws, codes, rules, orders, ordinances and regulations which are presently in force and are amended from time to time relative to the subject matter of this Agreement. The Partnership shall comply with all such laws, codes, rules, orders, ordinances and regulations at all times during the term in which PILOTS are paid.

10. Representation and Warranties.

(a) The Partnership represents and warrants to the City and the County that it is eligible in all respects to enter in this Agreement to make payments in lieu of taxes under the Act.

(b) The Partnership covenants and agrees that it will do all things necessary to remain eligible for the benefits of this Agreement.

(c) The Partnership agrees that it shall remain in good standing with the State Department of Assessments and Taxation.

11. Sale; Assignment. This Agreement shall not be subject to assignment without the written consent of the City, said consent not to be unreasonably denied or unduly delayed; provided however that no consent shall be required if the transfer it to a parent entity of the Partnership or to a limited partnership of which the Partnership or its wholly owned affiliate remains a general partner or in connection with a foreclosure or a conveyance of the Property pursuant to a deed lieu of foreclosure. In the event of the sale of other transfer of the Partnership's right, title and interest in and to the Project, which is expressly permitted hereunder, the Partnership shall be relieved of all obligations and liabilities under this Agreement accruing after the date of such sale or transfer. This Agreement may be assigned to a holder of a mortgage or deed of trust in the event of a foreclosure or transfer under said mortgage or deed of trust, provided that the assignee shall be subject to the terms and conditions of this Agreement.

12. Notices. Notices under this Agreement may be given by fax, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered unless it is mailed, and then it shall be effective three (3) calendar days from the date of mailing. This notice must be given to the parties to their respective representatives as follow:

To the City:

City of Cumberland
c/o Jeff Rhodes, City Administrator (or his successor City Administrator)
57 N. Liberty Street
Cumberland, MD 21502
jeff.rhodes@cumberlandmd.gov
FAX: (301) 759-6438

To the County:

Allegany County

To the Partnership:

Allegany Junction Limited Partnership
c/o Jeffrey Woda
500 S. Front Street, 10th Floor
Columbus, Ohio 43215
jwoda@wodagroup.com

13. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

14. **Recordation.** It is understood that this Agreement shall be recorded among the Land Records of Allegany County, Maryland.

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

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

17. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

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

19. **Jury Trial Waiver.** The parties hereto waive trial by jury in any action or proceeding to which any of them may be parties arising out of or in any way pertaining to this Agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this contract.

[SIGNATURES AND ACKNOWLEDGEMENTS BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Partnership, the County, and the City, by their duly authorized representatives have signed this Agreement under seal as of the date first written above.

WITNESS/ATTEST:

**ALLEGANY JUNCTION LIMITED
PARTNERSHIP**

By: Allegany Junction GP, LLC,
An Ohio limited liability company,
its General Partner

By: Woda Cooper General Partner, LLC, an
Ohio limited liability company, its Sole
Member

By: Woda Cooper Communities, LLC,
an Ohio limited liability company, its
Sole Member

Name: _____

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF OHIO,
_____ 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 **Jeffrey Woda**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the authorized agent of Allegany Junction Limited Partnership, a municipal limited partnership, and acknowledged the foregoing to be the act and deed of said limited partnership and at the same time made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE
ON THE FOLLOWING PAGES]**

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CITY OF CUMBERLAND**

Marjorie A. Woodring

By: _____ (SEAL)
Raymond M. Morriss, Mayor

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

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, 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 said municipal corporation and at the same time made oath that he is duly authorized by it to make this acknowledgment.

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.

MICHAEL SCOTT COHEN

**[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE
ON THE FOLLOWING PAGE]**

WITNESS/ATTEST:

ALLEGANY COUNTY, MARYLAND

Name:
Title:

By: _____(SEAL)
Name:
Title:

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

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the _____ of Allegany County, Maryland, a body corporate and politic of the State of Maryland, and acknowledged the foregoing to be the act and deed of said municipal corporation and at the same time made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

APPROVED for Form and Legal
Sufficiency this _____ day of
_____, 2020.

APPROVED by Department of Finance

Name:
Title:

Jason M. Bennett
Director

Exhibit A: Legal Description of Property

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PARCEL OF REAL ESTATE LYING AND BEING IN THE CITY OF CUMBERLAND, ELECTION DISTRICT 22, ALLEGANY COUNTY, MARYLAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT ON THE EASTERLY SIDE OF MARION STREET, THENCE;

1. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO A POINT, THENCE LEAVING MARION STREET;
2. NORTH 88 DEGREES 04 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 134.00 FEET TO A POINT, THENCE;
3. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 263.00 FEET TO A POINT, THENCE;
4. NORTH 88 DEGREES 04 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 160.00 FEET TO A POINT ON THE EAST SIDE OF EAST STREET, THENCE WITH EAST STREET;
5. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 97.00 FEET TO A POINT ON REYNOLDS STREET, THENCE WITH REYNOLDS STREET;
6. NORTH 88 DEGREES 04 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 153.10 FEET TO THE CORNER OF A CONCRETE WALL, THENCE;
7. SOUTH 72 DEGREES 17 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 66.54 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY MARGIN OF INTERSTATE 68 AS SHOWN ON MD SRC RIGHT OF WAY PLAT NOS. 18890 & 41542, THENCE LEAVING REYNOLDS STREET AND RUNNING WITH THE LINES THEREOF;
8. SOUTH 29 DEGREES 10 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 0.93 FEET TO A POINT, THENCE;
9. SOUTH 31 DEGREES 04 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 128.23 FEET TO A POINT, THENCE;
10. SOUTH 36 DEGREES 16 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 38.02 FEET TO A POINT, THENCE;
11. SOUTH 06 DEGREES 04 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 12.43 FEET TO A POINT, THENCE;

12. SOUTH 07 DEGREES 48 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 31.07 FEET TO A POINT, THENCE;
13. NORTH 85 DEGREES 24 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 33.59 FEET TO A POINT, THENCE;
14. SOUTH 35 DEGREES 00 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 41.87 FEET TO A POINT, THENCE;
15. SOUTH 16 DEGREES 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 52.58 FEET TO A POINT, THENCE;
16. SOUTH 36 DEGREES 24 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 150.00 FEET TO A POINT, THENCE;
17. SOUTH 36 DEGREES 06 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 197.80 FEET TO A POINT, THENCE;
18. SOUTH 74 DEGREES 17 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 60.27 FEET TO A POINT, THENCE;
19. SOUTH 73 DEGREES 47 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 10.48 FEET TO A POINT, THENCE LEAVING SAID RIGHT OF WAY;
20. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 15.87 FEET TO A POINT, THENCE;
21. SOUTH 88 DEGREES 04 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 3.33 ACRES, MORE OR LESS.

IT BEING A PORTION OF THE SAME PROPERTY THAT WAS CONVEYED UNTO THE MAYOR AND CITY COUNCIL OF CUMBERLAND BY A DEED FROM THE POTOMAC ECONOMIC DEVELOPMENT & HOUSING CORPORATION DATED AUGUST 20, 2014 AND RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN LIBER 2078, FOLIO 182 AND ALL OF PARCEL A AND ALL OF PARCEL B AS DESCRIBED IN EXHIBIT A OF ORDINANCE NO. 3873 OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, EXECUTED JULY 21, 2020.

For Information Only:

Tax Accounts 35-002413 & 22-016407