

# Mayor and City Council of Cumberland

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

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

# **AGENDA**

(Revised v.1)
Regular Meeting
City Hall Council Chambers, 57 North Liberty Street

DATE: October 15, 2019

#### CLOSED SESSION - 5:30 p.m.

- 1. Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (3) and (7) of the General Provisions Article of the Annotated Code of Maryland to consider the acquisition and disposition of the former Brunswick Hotel site, and to consult with legal counsel regarding certain other issues pertaining to that property
  - 2. Executive Session

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

1. Reconvene into Open Session

#### Pledge of Allegiance

Roll Call

#### **Statement of Closed Meeting**

1. Summary Statement of closed meetings held October 8 and October 15, 2019

#### **Presentations**

1. Recognition of Police Chief Charles H. Hinnant upon his retirement from the Cumberland Police Department

### **Proclamations**

1. Proclaiming the month of October in the City of Cumberland as Domestic Violence Awareness Month. Sarah Kaiser, Executive Director of the Family Crisis Resource Center will be accepting.

#### **Director's Reports**

(A) Engineering

1. Engineering Division monthly report for September, 2019

#### (B) Public Works

1. Maintenance Division monthly report for September 2019

#### (C) Fire

1. Fire Department monthly report for September, 2019

#### (D) Police

1. Police Department monthly report for September, 2019

# (E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood / Water / Sewer Departments monthly report for September, 2019

#### **Approval of Minutes**

 Approval of the Executive Session Minutes of July 30, 2019, and the Work Session and Regular Session Minutes of August 13, 2019

#### **Unfinished Business**

### (A) Ordinances

1. Ordinance 3860 (2nd & 3rd Readings) - to amend Chapter 25 of the City Code to include regulations pertaining to small cell technology in public rights-of-way and to amend the Use Regulations Table accordingly

#### **New Business**

# (A) Orders (Consent Agenda)

- Order 26,542 authorizing the Chief of Police to accept a FY19 Bureau of Justice Assistance Award in the amount of \$5,136.39, requiring a 50% match from the City, for the replacement of outdated body armor vests
- Order 26,543- authorizing the Chief of Police to accept a FY19 Edward Byrne Memorial Justice Assistance Grant (BJAG) in the amount of \$12,278.00 for the purchase of additional less-lethal equipment in the form of tasers or conducted electrical weapons, to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office
- Order 26,544 accepting the Final Design and Bidding Services-60% to Bid Ready Agreement with Whitman, Requardt and Associates, LLP for City Project 78" Pipeline From Mill Race to CSO Storage Facility (19-16-S) in the amount of \$947,527.00 to include additional coordination, permitting, field investigation, and finalization of plans and specs through bid ready
- Order 26,545- to approve an Amended and Restated Promissory Note related to a loan originally awarded on April 23, 2003 to David F. Romero and Margaret A. Romero for the acquisition and rehabilitation of real property located at 55 Baltimore Street

- Order 26,546 to approve the allocation of \$46,061.68 to assist in accessibility improvements at 218 Washington Street, known as the Gordon Roberts House. The awarded funds will be derived from the proceeds of the former Cumberland Neighborhood Housing Services Revitalized Home Program, originally funded by the Maryland Community Legacy Program in 2002.
- Order 26,547 authorizing Program Amendments to the Community Development Block Grant Program, effective October 25, 2019
- Order 26,548 authorizing the execution of a First Amendment to the Cellular Tower Ground Lease Agreement with Shenandoah Mobile, LLC regarding their desire to modify the agreement to remove the existing 178 +/- foot self-supporting tower from the land space due to pre-existing environmental hygiene conditions
- Order 26,549 accepting the proposal of First Fruits Excavating, Inc. for the installation of a modular block retaining wall, and other related items, along Cumberland Street near the intersection with Johnson and Market Streets (City Project 24-18-M) in the estimated not-to-exceed price of \$119,250.00, which will be funded through CDBG program funding

#### **Public Comments**

All public comments are limited to 5 minutes per person

Adjournment

1.	Summary	Statement	of closed	meeting	held	October 8, 2	.019

#### **Mayor and City Council of Cumberland**

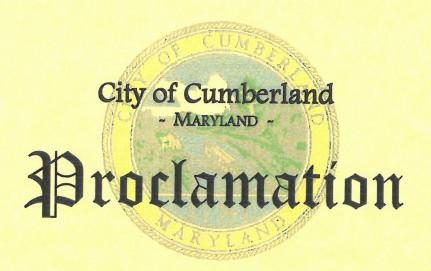
#### **Closed Session Summary**

October 8, 2019 at 5:35 p.m.

Second Floor Conference Room, City Hall

On October 8, 2019, the Mayor and City Council met in closed session at 5:35 p.m. in the second floor conference room of City Hall to consult with staff to discuss proposals for the development of the East Side School Site and proposals for the relocation of various businesses to the city. Authority to close the session was provided by Section 3-305 (b) (4) of the General Provisions Article of the Annotated Coded of Maryland. Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Eugene Frazier, and Laurie Marchini; City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, City Solicitor Michael Cohen, Paul Kelly, Executive Director/CEDC, Matt Miller, Economic Development Specialist Absent: Council Member Richard J. Cioni On a motion made by Council Member Bernard and seconded by Council Member Frazier, Council voted 4-0 to close the session. No actions were voted upon and the meeting was adjourned at 5:54 p.m. Raymond M. Morriss, Mayor Entered into the public record on \_\_\_\_\_

1.	Proclaiming the month of October in the City of Cumberland as Domestic Violence Awareness Month. Sarah Kaiser, Executive Director of the Family Crisis Resource Center will be accepting.		



WHEREAS,

domestic violence is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship, and includes behaviors that physically harm, cause fear, prevent a partner from doing what they wish, or forcing them to behave differently; and

WHEREAS,

in the United States, one in four women and one in seven men have experienced some form of severe violence from an intimate partner; and

WHEREAS,

Domestic Violence Awareness Month is held throughout the month of October as a way to raise awareness and bring advocates across the nation together to end domestic violence; and

WHEREAS,

Over the past year, Family Crisis Resource Center has provided much-needed victim services to those in our community, providing safe housing, counseling, advocacy and accompaniment services to all at no cost to survivors; and

WHEREAS,

the City of Cumberland encourages citizens to be informed, learn the signs of domestic violence, and show support for Domestic Violence Awareness by wearing purple on Purple Thursday, October 24, 2019.

Row, Therefore, the Mayor and City Council of Cumberland, do hereby proclaim the month of October in the City of Cumberland as

# "DOMESTIC VIOLENCE AWARENESS MONTH"

Given under our hands and seals this 15<sup>rd</sup> day of October, in the Year 2019, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

ATTEST:	MAYOR AND CITY COUNCIL OF CUMBERLAND
Marjorie A. Woodring	Raymond M. Morriss
City Clerk	Mayor

Engineering Division monthly report for September, 2019

Capita	al Projects					October	1, 2019
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE This project has been complicated because of location of the sewer lines deep under the CSX Yards. The project has not been funded through MDE which will prevent us from moving forward. Engineering will continue to apply for funds and present this project at PACE until it is funded.	RLS	5/15/2019
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	UPDATE Contractor continues to backfill the storage structure and work on the pump house. Mechanical and electrical systems inside the tank are ramping up. Substantial completion is projected for mid-February 2020.	RLS	10/9/2019
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	NO CHANGE - Project is still on hold pending MDE review of EAP for Dry Run. A grant application was submitted for the project through MDE will hear results in May 2020.  Additionally, started USACE Section 408 request for floodwall extensions.	MDI	10/1/2019
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications (See also Project 2-17-FPM)	Construction	UPDATE Will be closing contract out because shipping container is blocking access to trees to be removed to complete project.	PTE	8/2/2019
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.		4/2/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Construction	As per the Status Report of September 20, 2019, the persentages complete = Cost 68.55%, Time 72.08. Milling of existing asphalt surfaces began on 9/26/2019 and it is anticipaterd that paving will begin 10/3/2019.	JRD	10/2/2019
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	KAR	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Stream sampling ongoing on a monthly basis pre storage and post storage. Three staff were certified for sampling in April.	RJK	8/9/2019

Capita	al Projects					October	1. 2019
	Project No.	Project Name	Description	Phase	Comments	Updated	Date of
	_	-				By	Update
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	<b>UPDATE</b> Asset Management Program/Capital Improvement implementation. Dashboard development and Workforce app beiginning to be used. Proposal received for FY20 work to include Survey 123 and Collector.	RJK	8/9/2019
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Complete	First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	4/11/2018
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	1/3/2019
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATE EADS has submitted their 30% design to MDOT SHA for review. EADS has resumed working on the utility design as they wait for SHA comments of first submission. The next drawing submission is scheduled for late February.	RLS	10/9/2019
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	UPDATE - This project is being placed on hold due to needs at other bridges. This project is expected to move forward in FY21 with State Aid Funds.	RLS	10/9/2019
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	UPDATE - NEPA work continues. WRA has provided their final design proposal and schedule for the project. The proposal is on the 10/15 M&CC agenda for approval, pending MDE approval.	RLS	10/9/2019
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed.  Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	NO CHANGE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing.	RLS	5/15/2019
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	NO CHANGE Fall sampling will take place around October 2019.	RJK	9/30/2019

Capita	al Projects					October	1, 2019
Order	Project No.	Project Name	Description	Phase	Comments	Updated	Date of
	_	•	•			By	Update
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE- The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future.	RLS	5/15/2019
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning	NO CHANGE	RJK	8/9/2019
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	NO CHANGE	RJK	8/9/2019
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Planning	NO CHANGE	RJK	8/9/2019
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Planning	NO CHANGE - No flow has been seen in manhole, waiting for Will's Creek water level to lower to reinspect. Leak appears to have been addressed by removing Burgmeier Septic. The underdrain pump has been removed and not odor is being detected. The situation will continue to be evaluated.	RLS	5/15/2019
	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	UPDATE Fourteen (14) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation.	RJK	9/30/2019
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE Bennett Brewer and Associates are at 30% completion. Contract documents are scheduled to be ready for MDE review in March 2020.	RLS	8/30/2019
2018	02-18-RE	Cavanaugh Ball Field Lighting Project	Purchase and installation of new MUSCO lighting system planned for installation	Complete	COMPLETE Lights have been installed all new conduit and wire was installed.	KAR	5/14/2019
2018	04-18-SWM	Grand Avenue Gas Line	Columbia Gas project on Grand Avenue	Planning	Columbia Gas project	KAR	12/12/2018
	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - MDOT issuesd Notice to Proceed to Jacobs/EBA on 10/4/19 for preliminary engineering work. A design kickoff meeting has been held and the consultant is working on organizing their subcontractors for data collection.	RLS	10/9/2019
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - Temporary bridge repair work is complete. WTB will be submitting their next report in November as they continue through the federal process. The Design is expected to be completed in Fall of 2020		10/9/2019
2018	21-18-WWTP	Repaint Primary Clarifier Equipment	This project includes the repainting of the primary clarifier equipment at the WWTP. The steel equipment will be prepared and painted, as well as the effluent channels. Two primary clarifiers and two thickener stations will be repaired	Construction	UPDATE - Work on the final primary clarifier is almost completed. As of 10/1, painters are patching the outside of the clarifier and will only leave painting of outside left to complete.	MDI	10/1/2019

Capita	Capital Projects (					October	1, 2019
Order	Project No.	Project Name	Description	Phase	Comments	Updated	Date of
						Ву	Update
2018	22-18-M	, 0	Contract documents for the FY20 garbage and recycling collection bid process	Ü	UPDATE New schedule in effect! Staff met with Burgmeier's Hauling on 9/18 for continued satisfactory services. Press Release planned for getting trash out early and how to contact City/Burgmeiers.	RJK	9/30/2019
2018		FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF		· ·	UPDATE Project Awarded to Carl Belt Inc on September 16, 2019. Notice to Proceed issued.	RJK	9/30/2019

	Program Projects Update August 31, 2019						019
Order		Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE Meetign with Burgmeier's Hauling regarding schedule logistics. Kicking off new contract by addressing minor issues.	RJK	30-Sep-19
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	UPDATE HHW collection to take place October 5 at County Fairgrounds 9 AM to 2 PM.	RJK	30-Sep-19
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	UPDATE FCI inspection took place August 21. New manager Lance Poirier. Walked-through the Dig Deep Brewery and discussed prohibited discharges into the City Sewer. Facility will be small discharger with in the Footer Building; however, the owner is interested in a larger operation in the future.	RJK	30-Sep-19
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	NO CHANGE - Renewal application mailed June 1, 2018. Awaiting MDE communication/site visits.	RJK	30-Sep-19
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi- Annual/As Needed	UPDATE MDE meeting on Sept 20 recommendend that City contact Enforcement Division in regards to extending the Consent Decree for CSO Complaince to cover the duration of the 78" Pipeline Project. Currently the Consent Decree expires April 2023.	RJK	30-Sep-19
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		UPDATE Next meeting to take place on October 17. This will be Commissioner Paul Crooks last meeting.	RJK	30-Sep-19
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	UPDATE Doing routine summer tree care (removal and pruning)	PTE	2-Aug-19
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	UPDATE - Evitts Creek Steering Committee voted to recommend approval for plan. Plan will then go to Mayor and City Council for approval and then to PA DCNR for approval.	PTE	2-Aug-19

Maintenance Division monthly report for September 2019

# MAINTENANCE DIVISION REPORT September 2019

**Street Maintenance Report** 

**Parks & Recreation Maintenance Report** 

**Fleet Maintenance Report** 

# PUBLIC WORKS/MAINTENANCE STREET BRANCH MONTHLY REPORT SEPTEMBER 2019

- POTHOLES AND COMPLAINTS
  - Potholed 2 Streets using 2 tons of hot mix asphalt
- PERMANENT PATCHING
  - Patched 4 areas using 35 tons of hot mix asphalt
- UTILITY HOLES
  - Repaired 13 water utility holes using 53.5 tons of hot mix asphalt
  - Repaired 16 water utility holes using 11.5 yards of concrete
  - Repaired 3 sewer utility holes using 30.5 tons of hot mix asphalt
- PAVING
  - Paved on 5 streets using 152 tons of hot mix asphalt
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed 2 Handicap Parking signs/painted curbs blue
  - Removed 4 Handicap Parking signs/painted curbs black
- STREET SWEEPING
  - 517 miles
  - 57 loads
- MISCELLANOUS
  - Completed 56 Work Orders
  - Set up traffic control, No Parking signs for multiple events
  - Removed old meter poles in George St Parking Garage on rainy days
  - Attended mandatory Hazard Communication training for 1 day
  - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
  - Picked up 5 dead animals
  - Picked up trash/discarded items on 3 occasions
  - Mowed with street tractor on OT 9 days
  - Delivered cones & barricades for Preview of Champions event @ Greenway Ave Stadium
  - Cleaned Municipal Center shop twice

STREET MAINTENANCE - SEPTEMBER 2019			9/9-9/13	9/16-9/20	9/23-9/27	9/30	TOTAL
SERVICE REQUEST COMPLETED		7	14	16	17	2	56
PAVING PERFORMED	TONS	18	49	58t	27t		152t
CONCRETE WORK	CY						0
	WATER	3	6	6	13		28
UTILITY HOLES REPAIRED	SEWER			2	1		3
OTILITY HOLES REPAIRED	CY	.75cy	Зсу	3.5cy	4.75cy	0.00	12cy
	TONS	1.5t	3.5t	42.5t	36.5t	0.0	84t
	STREETS	1	1				2
	ALLEYS						0
POTHOLES FILLED	DAYS	1	1				2
	Cold Mix						0
	TONS	1.0	1.0	0.0	0.0	0.0	2t
DEDMANIENT DATOLL	CY						0
PERMANENT PATCH	TONS	25.5t	8t	0	1.5t	0	35t
							0
COMPLAINTS COMPLETED	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS							
REPAIRED/INSTALLED							0
STREET NAME SIGNS							
REPAIRED/INSTALLED							0
							0
HANDICAPPED SIGNS		3					3
REPAIRED/INSTALLED/REMOVED		4					4
	BLUE	3					3
PAINTING PERFORMED	YELLOW						0
	RED						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	13	12	14	18		57
OTREET GEEARING	Miles	137	119	124	137		517
SWEEPER DUMPS HAULED TO LANDFILL	TONS		7.0	3.0	4.5t		14.5t
SALT BARRELLS - PICK UP, FILL	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Areas					2	2
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

Set up traffic control, no parking signs for multiple events

Picked up trash/discarded furniture on 3 different occasions

Removed old meter poles @ George St Parking Garage on rainy days

Attended mandatory Hazard Communications training for 1 day

Mowed with street tractor on overtime 9 days

Picked up 5 dead animals

Delivered cones & barricades for Preview of Champions event @ Greenway Ave Stadium

Cleaned Municipal Center shop twice

# PUBLIC WORKS/MAINTENANCE PARKS & RECREATION MONTHLY REPORT SEPTEMBER 2019

- Constitution Park , Mason's Complex and Area Parklets
  - o Cleaned up garbage 3 times a week
  - o Prepared pavilions & Activities Building for rentals
  - o Mowed & trimmed @ Constitution Park 11 days
  - o Mowed & trimmed @ Mason's Complex 9 days
  - o Mowed & trimmed parklets 10 days
- Ball Fields
  - o Flynn Field
    - Drug 1 time
    - Lined 1 time
    - Mowed 2 times
  - Nonneman Field
    - Mowed 2 times
  - Northcraft Field
    - Lined 2 times
    - Mowed 4 times
  - o Cavanaugh Field
    - Lined 1 time
    - Mowed 2 times
  - o JC Field
    - Drug 1 time
    - Lined 2 times
    - Mowed 2 times
  - Long Field
    - Drug 1 time
    - Lined 3 times
    - Mowed 2 times
  - Abrams Field
    - Drug 1 time
    - Lined 3 times
    - Mowed 2 times

- o Galaxy Soccer Field
  - Lined 3 times
  - Mowed 2 times
- o Northcraft Soccer Field
  - Lined 3 times
- o Nonneman Soccer Field
  - Lined 3 times
- Nonneman Jr Soccer Field
  - Lined 3 times
- o Bowers Football Field
  - Lined 3 times
  - Mowed 1 time
- o Galaxy Flag Football Field
  - Lined 3 times
- Miscellaneous Work
  - o Performed basic housekeeping @ Municipal Building
  - o Cleaned the Craft House & Activities Building
  - o Performed preventative maintenance on mowers, trimmers & blowers
  - o Prepared feed & bedding for ducks & geese @ the Duck Pond
  - o Cleaned & performed preventative maintenance on Park & Rec vehicles
  - o Made repairs to bathrooms @ Mason's Complex & Constitution Park
  - o Worked overtime on weekends to pick up trash @ all parks & parklets
  - Worked overtime @ Constitution Park for concert

# Fleet Maintenance September 2019

<b>Total Fleet Maintenance Projects</b>	179
Central Services	1
Code Enforcement	2
DDC	0
Engineering	2
Fire	7
Flood	2
Municipal Parking	0
P & R Maintenance	1
Police	29
Public Works	2
Sewer	12
Snow Removal	0
Street Maintenance	44
Vehicle Maintenance	22
Water Distribution	27
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	23
Field Service Calls	5
<b>Total Work Orders Submitted</b>	46
Risk Management Claims	0
Fork Lift Inspections	0

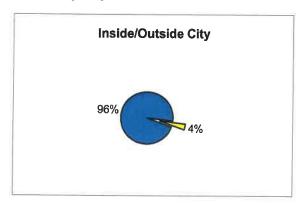
Fire Department monthly report for September, 2019

# REPORT OF THE FIRE CHIEF FOR THE MONTH OF SEPTEMBER, 2019 Prepared for the Honorable Mayor and City Council and City Administrator

# **Cumberland Fire Department Responded to 98 Fire Alarms:**

iand the Department Responde	u to 30 Fire Alarms:		
Responses by District:	Fire Calls by District		
District #1 31	·		
District #2 33	0.1.60		
District #3 29	Out of City  5% District #1		
Out of City 5	District #3	1	
98	30% District #	2	
	■ District #	3	
	District #2 Out of C	tv	
	33%		
Number of Alarms:			
First Alarms Answered	98		
, not , wall no , allowered	90		
Calls Listed Below:			
Property Use:			
Public Assembly	4		
Educational	4		
	1		
Institutional	4		
Residential	52		
Stores and Offices	4		
Basic Industry, Utility	2		
Special Properties	29		
Manufacturing	1		
Storage	1		
	98		
Type of Situation:			
Fire or Explosion	9		
Overpressure, Rupture	3		
Rescue Calls	39		
Hazardous Conditions	9		
Service Calls	4		
Good Intent Calls	10		
Severe Weather	24		
	98		
Total Fire Service Fees for Fire Calls	Billed by Medical Claim-Aid in September:	\$3,860.00	
	Billed by Medical Claim-Aid Fiscal Year to Date:	\$5,960.00	
Total Fire Service Fees for Fire Calls		\$1,050.00	
FY2020 Fire Services Fees Paid in F		\$1,050.00	
Total Fire Service Fees Paid in FY20		\$5,845.00	
		ψυ,υ4υ.υυ	
Total Service Fees for Inspections as	nd Permits Billed in September	\$50.00	
		\$50.00 \$50.00	
Table 1 and 1 and 1 and 10 more and	to and totimes tallet local teat to Date,	\$200.00	

# **Cumberland Fire Department Responded to 462 Emergency Medical Calls:**



Total Ambulance Fees Billed by

Medical Claim-Aid for September, 2019:

\$146,330.33

Ambulance Fees Billed Fiscal Year to Date:

\$318,491.00

Ambulance Fees Paid:

Revenue Received in September:

\$74,459.20

\$101,216.62

FY2020 Fees Paid in FY2020: Total Fees Paid in FY2020:

\$234,631.45

(Includes all Ambulance Fees, current and previous fiscal years, paid in FY2020.)

# Cumberland Fire Department provided 9 Paramedic Assist Calls:

- 2 Paramedic Assist Calls within Allegany County
- 7 Paramedic Assist Calls outside of Allegany County

Bowman's Addition VFD	1
District #16 VFD	1
	2

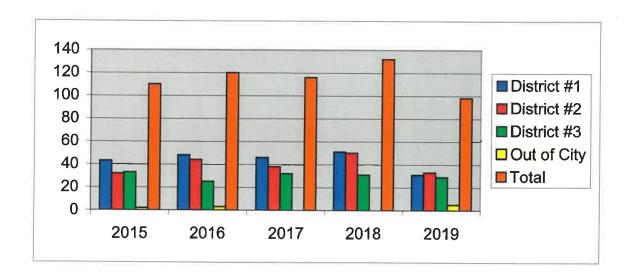
# Cumberland Fire Department provided 8 Mutual Aid Calls:

- 5 Mutual Aid Calls within Allegany County
- 3 Mutual Aid Calls outside of Allegany County

Bowman's Addition VFD	3
Cresaptown VFD	2
	5

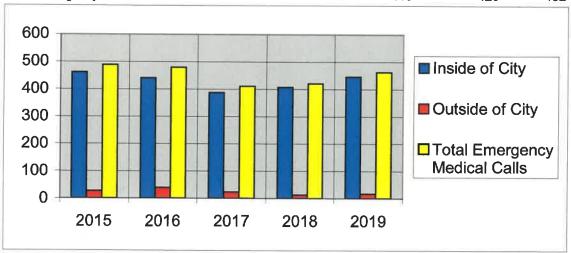
# Fire Calls in the Month of September for a Five-Year Period

	<u> 2015</u>	<u> 2016</u>	2017	2018	<u>2019</u>
District #1	43	48	46	<u></u> 51	31
District #2	32	44	38	50	33
District #3	33	25	32	31	29
Out of City	<u>2</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>5</u>
Total	110	120	116	132	98



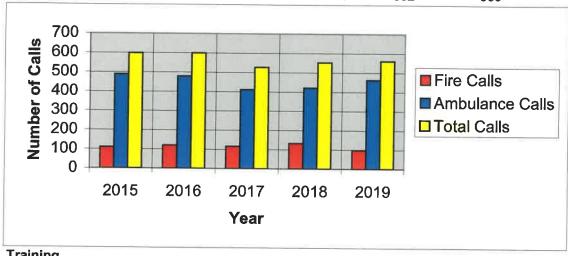
# Ambulance Calls in the Month of September for a Five-Year Period

	<u> 2015</u>	<u> 2016</u>	<u>2017</u>	2018	2019
Inside of City	461	440	387	407	445
Outside of City	<u>27</u>	<u>39</u>	<u>23</u>	<u>13</u>	<u>17</u>
Total Emergency Medical Calls	488	479	410	420	462



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

	<u> 2015</u>	<u> 2016</u>	<u>2017</u>	2018	<u>2019</u>
Fire Calls	110	120	116	132	98
Ambulance Calls	<u>488</u>	<u>479</u>	410	<u>420</u>	<u>462</u>
Total Calls	598	599	526	552	560



# **Training**

Training Man Hours:	285.50	
Apparatus Check Procedures		82.50
Apparatus Inventory		38.00
SCBA Inspection and Care		11.00
Plan Review		2.00
Stamdard Operating Procedures		11.00
BLS Pharmacology		3.00
Strategic and Tactical Operations		8.25
General Fire Prevention		15.00
Physical Fitness		14.00
Injury Prevention		64.75
Officer Meeting		8.50
Pipeline Emergencies		27.50
		285.50

#### Fire Prevention Bureau

milion Burodu	
Complaints Received	3
Conferences Held	42
Correspondence	7
Inspections Performed	2
Investigations Conducted	5
Plan Reviews	6

### **Personnel**

Battalion Chief Vernon L. Growden retired on September 30, 2019 with 42-1/2 years of service.

Police Department monthly report for September, 2019



# City of Cumberland Department of Police

**Monthly Report** 

September 2019



# City of Cumberland Department of Police

# Monthly Report September 2019

# Part 1 Crimes for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Aggravated Assaults	7	7	B & E (All)	24	25	Murder	0	0	Rape	1	1
Robbery	2	4	Theft - Felony	1	3	Theft - Vehicle	0	2		•	

# Selected Criminal Complaints for the Month

I) <u>44 </u>	2018	2019	7,	2018	2019		2018	2019		2018	3 2019
Theft - Misdemeanor	17	22	Theft - Petty	26	35	Domestic Assaults	29	25	CDS	52	69
Disturbances	176	182	DOP/Vandalism	24	25	Indecent Exposure	2	4	Sex Off - Other	5	3
Suicide	0	0	Suicide - Attmpt.	1	0	Tampering M/V	0	0	Abuse - Child	1	1
Trespassing	27	23	Assault on Police	3	3	Assault Other	49	45			

# Selected Miscellenous Incidents for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Alcohol Volations	3	6	Juvenile Compl.	12	14	Missing Persons	5	7	School Resource	96	175
School Threat	2	1	Sex Off. Regist.	10	10	Truancy	18	5	Death Investigation	5	5

# Selected Traffic Incidents for the Month

130	2018	2019	S	2018	2019		2018	2019		2018	2019
DWI	13	10	Hit & Run	23	18	M/V Crash	82	57	Traffic Stop	432	384

# Selected Service Calls for the Month

1.08	2018	2019		2018	2019		2018	2019		2018	2019
Alarms	43	56	Assist Motorist	29	32	Check Well-Being	105	114	Foot Patrol	40	62
Assist Other Agency	45	59	Bike Patrol	0	36	Special Events	15	16	Suspicious Activity	97	82

# Arrests Totals for the Month

Y #	2018 2019			2018	2018 2019			2018 2019			
M/V Citations	80	48	M/V Warnings	340	328	Adult Arrests	181	183	Juvenile Arrests	22	13

2018

2019

**Total Incidents Reported:** 

2,360

2,386

Charles Hinnant - Chief of Police

# **CUMBERLAND POLICE DEPARTMENT**

# MONTHLY REPORT SEPTEMBER 2019

**SWORN PERSONNEL: 47 SWORN OFFICERS** 

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

# CIVILIAN EMPLOYEES: 6 full time, 10 part time

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

<sup>\* =</sup> Grant funded

# **LEAVE REPORT**

VACATION TAKEN: 571 HOURS COMP TIME USED: 181 HOURS SICK TIME USED: 48 HOURS YEAR TO DATE (beginning 7/1/19): 2785 HOURS YEAR TO DATE (beginning 7/1/19): 585 HOURS YEAR TO DATE (beginning 7/1/19): 343 HOURS

# **OVERTIME REPORT**

OVERTIME WORKED: 210 HOURS HOSPITAL SECURITY: 177 HOURS COURT TIME WORKED: 202 HOURS YEAR TO DATE (beginning 7/1/19): 774 HOURS
YEAR TO DATE (beginning 7/1/19): 445 HOURS
YEAR TO DATE (beginning 7/1/19): 517 HOURS

#### **TRAINING**

38 officers trained during 11 different sessions for a total of 522 hours

<sup>\*\* =</sup> Shared costs with other agencies

Utilities Division Flood / Water / Sewer Departments monthly report for September, 2019

REQUEST		tivity Report for S			
REQUEST	W/E 9/6/19	W/E 9/13/19	W/E 9/20/19	W/E 9/30/19	MONTHLY TOTALS
	Servi	ce Technician	S		
NON READS/Go backs	14	28	24	39	105
FINAL READS/TURN ONS/SHUT OFFS	6	1	16	8	31
LEAK INVESTIGATIONS/turn off-on	2	5	1	4	1:
METER/STOP INVESTIGATIONS	15	8	15	21	59
REPAIR WIRING/GET READING					(
ORANGE TAG FOR REPAIRS	9	12	12	10	4:
YELLOW TAG FOR H/L USAGE/APPT	2	1	2	2	i i
RED/PINK TAG FOR SHUT OFF	40				
TURN WATER ON	42	36	45	52	179
TURN WATER OFF				1	
NONPMT/BAD CK/AGREE SHUT OFFS	44	43	52	33	173
SHUT OFF RECHECKS	17	63	54	18	15:
REPLACE/REPAIR METER/LID/VALVE		1			•
DIRTY WATER/ODOR				1	
SVC SEPARATIONS/INVESTIGATIONS					1
INSTALL COUPLERS/PLUGS/LOCK	11	16	13	11	5
NEW METER	7	3	7	9	20
METER FIELD TESTS-Residential	2	1	6	4	1;
METER TESTS - Industrial					(
Ind - Register/Chamber Chg Out	1				
Industrial - Chamber Cleaning					(
Industrial - Strainer Cleaning					(
HYDRANTS FLUSHED					(
PRESSURE CHECK/NO WATER					
MOVE METERS OUTSIDE/READINGS	6		4	3	13
SP Change Outs/Repairs/Reactivates/Move	14	3	9	11	37
Replace/Reattach smartpoint antenna					(
INSULATE METER BOXES					
FREEZE UPS/METERS & LINES					· ·
CCP - BACKFLOW/RETRO	7		5	3	15
HYDRANT/IRRIGATION METER					- 19
					- (
Total					
Tota	Pine	Technicians			
		Technicians			916
LINE LOCATOR	Pipe	Technicians	75	81	916
LINE LOCATOR TAPS SERVICED			75 3	3	916
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED					916
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494				3	916
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS				3	916
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS NVESTIGATE LEAK - SETON @ BW				3	916
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN		74		3	916
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN NORKED ON HYD-OLDTOWN@ WINIFRED		74		3	267 13 7 4 4 4 4 2
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 380 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN NORKED ON HYD-OLDTOWN@ WINIFRED PREPPED FOR HYD REPLACEMENT-N CENTRE		74 2 2		3	910 267 13 7 4 4 4 4 4 2
LINE LOCATOR TAPS SERVICED LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 380 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN NORKED ON HYD-OLDTOWN@ WINIFRED PREPPED FOR HYD REPLACEMENT-N CENTRE MOSHA CHEMICAL TRAINING (ALL Techs)		74		3	267 13 7 4 4 4 4 2 2
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LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN WORKED ON HYD-OLDTOWN@ WINIFRED PREPPED FOR HYD REPLACEMENT-N CENTRE MOSHA CHEMICAL TRAINING (ALL Techs) NEED EATED AROUND HYDRANTS SAW CUT FOR NEW HYD - CLEVELAND AVE		74 2 2	3 4	3	267 13 7 4 4 4 4 2 2
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN WORKED ON HYD-OLDTOWN@ WINIFRED PREPPED FOR HYD REPLACEMENT-N CENTRE MOSHA CHEMICAL TRAINING (ALL Techs) NEED EATED AROUND HYDRANTS SAW CUT FOR NEW HYD - CLEVELAND AVE		2 2 2 15	3 4	3	267 13 7 4 4 4 4 2 2 2 15
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED REPLACED HYD #494 ASSIST 311 W/ TURN OFF @ 360 WILLIAMS NVESTIGATE LEAK - SETON @ BW HAULED DEBRIS FROM BIN WORKED ON HYD-OLDTOWN@ WINIFRED PREPPED FOR HYD REPLACEMENT-N CENTRE MOSHA CHEMICAL TRAINING (ALL Techs) NEED EATED AROUND HYDRANTS SAW CUT FOR NEW HYD - CLEVELAND AVE		2 2 15	3 4	3	267 13 7 4 4 4 4 2 2 2 15
LINE LOCATOR  TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  WOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  BAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S		2 2 2 15	3 4	3	267 13 7 4 4 4 4 2 2 2 15 2 4
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LINE LOCATOR  TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  BAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  WORKED VALVE ON HYD - ANIMAL SHELTER		2 2 2 15 4 5	2	3	918 267 13 7 4 4 4 4 2 2 2 15 2 4 5 4
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LINE LOCATOR  TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  WOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  BAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  WORKED VALVE ON HYD - ANIMAL SHELTER  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS		2 2 2 15 4 5 4	2 2 2	3	267 13 7 4 4 4 4 2 2 2 15 2 4 5 4 2 2 2 3 3
LINE LOCATOR  TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  WOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  BAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  WORKED VALVE ON HYD - ANIMAL SHELTER  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488		2 2 2 15 4 5 4	2 2 2	3	918 267 13 7 4 4 4 4 4 2 2 2 15 2 4 5 4 2 2 2 3 3 2 4 4 2 2 4 4 5 6 7 8 8 8 8 8 8 8 8 8 8 8 8 8
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  WORKED VALVE ON HYD - ANIMAL SHELTER  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER		2 2 2 15 4 5 4	2 2 2	3	918 267 13 7 4 4 4 4 4 2 2 2 15 2 4 5 4 2 2 2 3 3 2 4 4 2 2 4 4 5 6 7 8 8 8 8 8 8 8 8 8 8 8 8 8
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  WORKED VALVE ON HYD - ANIMAL SHELTER  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER  BLEW OUT CURB BOX - 215 W IND BLVD		2 2 2 15 4 5 4	2 2 2 2 4 4 4 4	3	918 267 13 7 4 4 4 4 4 4 5 2 2 2 4 5 4 2 2 2 2 3 3 2 2 4 4 4 4 4 4 5 6 7 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  WORKED VALVE ON HYD - ANIMAL SHELTER  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER		2 2 2 15 4 5 4	2 2 2 2 4 4 4 4 4	3	267 13 7 44 44 45 22 25 45 45 22 24 44 44 44
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER  BLEW OUT CURB BOX - 215 W IND BLVD  REPLACED BOX/LID - 902 SWICK LN  CHECKED HYD #215 - NOT WASTING		2 2 2 15 4 5 4	2 2 2 2 4 4 4 4 4 4	3	2 2 4 4 4 4 4
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER  BLEW OUT CURB BOX - 215 W IND BLVD  REPLACED BOX/LID - 902 SWICK LN  CHECKED HYD #215 - NOT WASTING  WEED EATED PIPE YARD/PUT PIPE AWAY		2 2 2 15 4 5 4	2 2 2 2 2 4 4 4 4 4 4 4 4 3	3	918 267 13 7 4 4 4 4 4 2 2 15 2 4 4 2 2 3 3 2 2 4 4 4 4 4 4 4 4 4 4 4 4 4
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED  REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  NORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  NEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  HELPED 311 RAISE BX @ GORNALL'S  NORKED VALVE ON HYD - ANIMAL SHELTER  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  NEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER  BLEW OUT CURB BOX - 215 W IND BLVD  REPLACED BOX/LID - 902 SWICK LN  CHECKED HYD #215 - NOT WASTING  WEED EATED PIPE YARD/PUT PIPE AWAY  CHECK LEAKS-SMALLWOOD & SEDGWICK		2 2 2 15 4 5 4	2 2 2 2 2 4 4 4 4 4 4 4 4 3 3	3	267 13 7 4 4 4 4 4 2 2 2 15 2 4 5 5 4 2 2 2 2 4 4 4 4 2 2 2 4 4 4 2 2 2 2
LINE LOCATOR TAPS SERVICED  LEAKS REPAIRED REPLACED HYD #494  ASSIST 311 W/ TURN OFF @ 360 WILLIAMS  NVESTIGATE LEAK - SETON @ BW  HAULED DEBRIS FROM BIN  WORKED ON HYD-OLDTOWN@ WINIFRED  PREPPED FOR HYD REPLACEMENT-N CENTRE  MOSHA CHEMICAL TRAINING (ALL Techs)  WEED EATED AROUND HYDRANTS  SAW CUT FOR NEW HYD - CLEVELAND AVE  RELOCATED HYD - CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  CLEANED UP @ CLEVELAND AVE  BACKFILLED HOLE @ 328 CECELIA  TURN OFF LEAKING HYD @ ANIMAL SHELTER  WEED EATED AROUND HYDRANTS  REPLACED HYD #488  PUR RISER ON METER BOX - EDGEWOOD  REPAIRED HYD @ ANIMAL SHELTER  BLEW OUT CURB BOX - 215 W IND BLVD  REPLACED BOX/LID - 902 SWICK LN  CHECKED HYD #215 - NOT WASTING  WEED EATED PIPE YARD/PUT PIPE AWAY		2 2 2 15 4 5 4	2 2 2 2 2 4 4 4 4 4 4 4 4 3	3	267 13 7 4 4 4 4 2 2 15 2 4 5 4 2 2 4 4 4 4 4 4 4 4

COLD MIXED HOLE - 625 KENT	4
BACKFILLED BOX - 547 FAIRVIEW AVE	4
PAINTED HYDS & CAPS & NUMBERS	3
INVESTIGATE LEAK - FORT HILL AVE	2
REPLACED LID @ 824 BISHOP WALSH DR	3
WELLYCED FID ® 254 RIQUOL MATCH DK	3

Watershed				
Checked air valve on 24" main - Independence St				
Put riser on valve at Civil Defense				
Performed maintenance on buildozer				
Picked up trees from around dam				
Repaired leak - 727 Cleveland Ave				
MOSHA CHEMICAL TRAINING				
Picked up parts from Cleveland Brothers				
Worked for the street dept at police shooting range				
Marked valves w/ blue paint and blue marking posts @ o	dam (several days)			
Performed maintenance on excavator				
Worked on leak - rear of 1103 Lafayette				
Water leak - Bedford Rd: Service line off 36" main				
Cut trees off water line (several days)				
Mowed water line (several days)				
Moved equipment				
Fueled equipment on Bedford St for 313 crew				
Fueled tool truck				
Fueled equipment tank				
Fueled saw cans				
Cleaned truck and tools				
Weed eated water line & around valves (several days)				
Mowed Eastman Rd				
Mowed Day Farm				
Cleared trees & brush from Eastman Rd/Beallsmill Rd/Da	ay Farm			
Trained Adam Abe on water line - showed all shut off val	lives			
Prepped for leak @ park				
Painted valves on water line - Eastman Rd				
Projects				
Projects -		0		
GRAND TOTAL		1318		

# SEPTEMBER 2019 Monthly Report

# **FLOOD MAINTENANCE**

Test run pumps and run gates

Mowed 30 acres

Check sewage regulators

Flush siphons

Safety meeting

# **SEWER BRANCH**

Calls answered 15

Service lines opened 2

Owner's trouble 13

Traced lines/main 272

Mains Repairs/ Replace 0

Sewer taps installed/replaced 0

Cleaned catch basins 35

Cleanouts installed 0

Televised sewer mains 622'

Televised sewer lines 0

Call outs/ overtime 11 callouts/ 16.5 hours overtime

Weekly check of overflows, pits 5

Catch basin repair/rebuild 3

Flushed sewer mains 12,383 feet

Gallons or water used 19,500 Gals.

608 Flush truck 13,500 Gals.

605 Vac-con 6,000 Gals.

Virgina Ave. @ W. Mary St. repair service line (Columbia Gas hit)

Washington St. @ Smallwood St. repair catch basin

Franklin St. @ Shawnee repair grate at curb on corner

Gephart @ Thompson rebuild storm basin

Myrtle St. raise manhole in street

Warren @ Myrtle raise manhole in intersection

Cleaned Drains 2,3, and 4 at service center

Hydro for water 8 sites

Closed out 16 work orders

Safety meeting

Session Minutes of August 13, 2019

1. Approval of the Executive Session Minutes of July 30, 2019, and the Work Session and Regular

### Mayor and City Council of Cumberland

#### **Closed Session Minutes**

City Hall, 57 N. Liberty Street, Cumberland, MD 21502 Second Floor Conference Room Tuesday, July 30, 2019, 5:30 p.m.

The Mayor and City Council convened in open session at 5:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) and (8) of the General Provisions Article of the Annotated Code of Maryland to consult with staff relative to potential litigation involving two unresolved contract issues and to obtain legal advice regarding provisions of the Open Meetings Act.

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

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

ABSENT: Council Member Richard Cioni

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; City Engineer Robert Smith; Ken Tressler, Comptroller, CEDC Executive Director Paul Kelly



### 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 City Hall, Cumberland

DATE: August 13, 2019

#### I. CLOSED SESSION

1. 5:30 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland to discuss development proposals for the East Side School site.

Motion to move into Closed Session was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

2. Executive Session

#### II. OPEN SESSION

1. 6:15 p.m. - Reconvene into Open Session

Mayor Morriss reconvened the meeting in open session at 6:15 p.m.

#### III. Pledge of Allegiance

#### IV. Roll Call

PRESENT
Mayor Raymond M. Morriss
Councilman Seth Bernard
Councilman Richard Cioni
Councilman Eugene Frazier
Councilwoman Laurie Marchini

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Police Captain Chuck Ternent; Fire Marshall Shannon Adams

#### V. Statement of Closed Meeting

1. Summary Statement of Closed Meetings

Mayor Morriss announced that Closed Meetings had been held on July 30, 2019 at 5:36 p.m., and August 13, 2019 at 5:30 p.m. and read into the record a summary for each of those sessions, which are attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

#### VI. Presentations

 Certificate of Recognition presented to Kyle Blake, Chairperson of the 2019 Lambda Car Club International Grand Invitational, expressing appreciation for bringing the collector car national event to Cumberland.

Mayor Morriss provided background on the week-long LCCI event that once again Mr. Blake has brought to Cumberland, and presented a Certificate of Recognition from the Mayor and City Council commending him for his hard work in bringing the event to our area.

#### VII. Director's Reports

#### (A) Engineering

1. Engineering Department monthly report for July, 2019

#### (B) Public Works

1. Maintenance Division monthly reports for June & July, 2019

#### (C) Fire

1. Fire Department monthly report for July, 2019

#### (D) Utilities - Treatment Plants

1. Utilities-Treatment Plants & Central Services monthly reports for June, 2019

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

#### VIII. Approval of Minutes

1. Approval of the Work Session Minutes of May 29, 2019, the Closed Session Minutes of June 4, 2019, and the Special Public Meeting Minutes of June 11, 2019

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

#### IX. Unfinished Business

#### (A) Ordinances

1. Ordinance 3856 (2nd and 3rd readings) - to repeal and reenact Section 13-105 of the City Code pertaining to the parking of trucks, trailers and other similar vehicles and equipment on public streets.

Mr. Rhodes provided background on the Ordinance that would ban the parking on public streets of trucks, trailers, and other large vehicles. He then asked Mr. Cohen to clarify the details, who advised that while parking of the larger trucks and similar vehicles is prohibited on public streets, loading and unloading is allowed.

SECOND READING: The Ordinance was presented in title only for its Second Reading. A motion to accept the Second Reading was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0. Mayor Morriss called for questions or comments. A question was asked about exceptions to the Ordinance. Mr. Cohen advised that this Ordinance provides an exception to the general rule that parking is allowed on public streets. In response to another question, Mr. Cohen advised that larger vehicles, such as motorhomes, could be parked in a parking lot, or in the driveway of the owner, adding that these larger vehicles parked on public streets are not fair to everyone else, and can pose a traffic safety hazard by obstruction of view. He further added that the size of the vehicle is defined in the Ordinance.

THIRD READING: The Ordinance was presented in title only for its Third Reading. Mayor and Council were polled individually and the Ordinance was approved by all on a vote of 5-0.

2. Ordinance 3857 (2nd and 3rd readings) - amending the official Zoning Map in Section 25-1 of the City Code (ZMA #12-04) to rezone five properties located at 701-713 Elm Street from R-U (Urban Residential) to B-C (Business Commercial)

Mr. Rhodes provided background on the Ordinance which would amend the City's Zoning Map in Section 25-1 of the City Code to re-zone five properties from residential to commercial, adding that the properties were adjacent to the Martin's Food Store, and will be consistent with the zoning there.

SECOND READING: The Ordinance was presented in title only for its Second Reading, and Mayor Morriss called for questions or comments. Being none, a motion to accept the Second Reading was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0, and the Ordinance moved to its Third Reading.

THIRD READING: The Ordinance was presented in title only for its Third Reading. Mayor and Council were polled individually and the Ordinance was approved by all on a vote of 5-0.

#### X. New Business

#### (A) Resolutions

1. Resolution No. R2019-03 - granting the Cumberland Outdoor Club a property tax credit for the 2019-2020 tax year.

Mr. Rhodes reviewed the Resolution which grants a property tax credit, provided for by the Annotated Code of Maryland.

The Resolution was presented in title only. Motion was made by Councilman Cioni to approve the Resolution, seconded by Councilman Frazier, and the Resolution was passed on a vote of 5-0.

2. Resolution No. R2019-04 - granting the Allegany County Animal Shelter Management Foundation a property tax credit for the tax years 2016-2017 through 2019-2020.

Mr. Rhodes reviewed the Resolution which grants a property tax credit, provided for by the Annotated Code of Maryland.

The Resolution was presented in title only. Motion was made by Councilman Cioni to approve the Resolution, seconded by Councilman Frazier, and the Resolution was passed on a vote of 5-0.

#### (B) Ordinances

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

Mr. Rhodes reviewed the proposed Ordinance which will provide for the issuance and sale of General Obligation Bonds for various funding throughout the year, including a chassis for the International 2011 ambulance "box", a new aerial ladder truck to replace the current one that is now 27 years old, various paving projects, City Hall HVAC improvements, a utility truck, and a 5-ton dump truck.

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

#### (C) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approved Consent Agenda Items 1-21 was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

1. Order No. 26,488 - authorizing a Special Taxing District tax exemption for 15 South Liberty Street in the amount of \$520.30 for the 2018-2019 tax years.

- 2. Order No. 26,489 adopting a revised Employee Handbook for Full-Time Non-Union Employees
- 3. Order No. 26,490 appointing Robert Godfrey to the Board of Commissioners for the Housing Authority for the City of Cumberland for a five year term, effective November 1, 2019 through October 31, 2024
- 4. Order No. 26,491 authorizing the abatement of taxes and utilities owed on City-owned property at 607 Maryland Ave.
- 5. Order No. 26,492 authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Robert L. and Shiela S. Metz, pertaining to 13 Pennsylvania Avenue has been fully paid and satisfied
- 6. Order No. 26,493- authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Dollie Catherine Derlan, pertaining to 304 Virginia Avenue has been fully paid and satisfied
- 7. Order No. 26,494 authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Gregory and Shawnee L. McElfish pertaining to 114-116 Oak Street has been fully paid and satisfied
- 8. Order No. 26,495 authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Shirley L. McDonald pertaining to 128 Springdale Street has been fully paid and satisfied
- 9. Order No. 26,496 authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Larry and Samantha Moon pertaining to 208-210 Virginia Avenue has been fully paid and satisfied
- 10. Order No. 26,497 authorizing a Special Taxing District exemption of \$832.50 for 27 N. Centre Street for the 2019/2020 Tax year
- 11. Order No. 26,498 authorizing the abatement of 2019/2020 taxes for City-owned properties at Bishop Walsh Rd., Eleanor Terr., and Seneca Ave (cell tower properties)
- 12. Order No. 26,499 authorizing the abatement of taxes for the 2019 tax year for various City-owned properties
- 13. Order No. 26,500 authorizing the sole source purchase of two (2) Reciprocating Skimmer Systems for the Water Filtration Plant, in the amount of \$41,233.00, from Xylem Water Solutions USA, Inc.
- 14. Order No. 26,501 authorizing the sole source purchase of nine (9) Peristaltic Chemical Metering Pumps for the Water Filtration Plant in the total amount of \$29,545.00, from the T.E. Byerly Company, Inc.
- 15. Order No. 26,502 authorizing the waiver of permit fees for CDBG improvement projects at the Riverside and Baltimore Avenue YMCA facilities
- 16. Order No. 26,503 authorizing the waiver of permit fees for CDBG sidewalk improvements around Fort Cumberland Homes by the Cumberland Housing Group

- 17. Order No. 26,504 declaring a 2004 Ford Crown Victoria (VIN No. 2FAFP71W64X13543) as surplus and authorizing its disposal
- 18. Order No. 26,505 authorizing execution of a Letter of Agreement with Leonard S. Fiore, Inc. (LSF) pertaining to the CSO Storage Facility at the WWTP Project (1-10-WWTP), setting forth terms by which the City shall grant LSF a 102 working day extension of the substantial completion date under terms of the original contract
- 19. Order No. 26,506 authorizing Change Order No. 1 to the contract with The EADS Group for additional engineering design services to address an additional scope of work for the New Baltimore Street Town Center Project (12-16-M) in the increased amount of \$311,450, bringing the total contract amount to \$626,246.00

Greg Larry, Cumberland Times-News, asked if the additional amount was for underground utility work, and if it adds to the last total of \$8.7M. Mr. Rhodes advised that this is just the engineering phase, and this Change Order will add \$311K to that; it isn't just utilities, it's the result of the study of the Cochran Group that was seen as favorable to be implemented. Mr. Rhodes added that the \$8.7M was a construction estimate, and this Change Order would bump that up as well. Councilwoman Marchini wanted to clarify to Mr. Larry that the figures are still estimates, and Mr. Rhodes added that the CEDC is working to acquire grant funds to underwrite the costs as much as possible.

- 20. Order No. 26,507 authorizing Change Order No. 5 to the contract with Leonard S. Fiore, Inc. for the Phase 1 CSO Storage Facility at WWTP Project (01-10-WWTP) for an increased amount of \$2,820.83 and 102 additional non-compensable working days, bringing the new total contract amount to \$26,364,856.88
- 21. Order No. 26,508 rescinding Order No. 26,426 authorizing execution of a Cooperation Agreement pertaining to River Bend Court, LP and authorizing execution of Cooperation Agreements with The Housing Authority for the City of Cumberland to update and standardize the terms of public housing development agreements for Banneker Gardens, River Bend Court, LP, Wills Creek View, LP, Fort Cumberland Homes, John F. Kennedy Homes, Jane Frazier Village, Queen City Tower, and Willow Valley Apartments

Mr. Cohen advised that these are PILOT agreements for housing projects, adding that the old agreements didn't have uniform terms. He stated that the only variations would be the sharing of funds raised under the PILOT agreements; otherwise, they are largely identical.

#### **XI.** Letters / Petitions

- 1. Letter from Terri Ann Lowery requesting permission to hold the 2019 Great Allegany Run (GAR) on Saturday, October  $5,\,2019$
- 2. Letter from Bonita Austin on behalf of the Carver Community Center Board of Directors requesting a property tax waiver for the 2019-2020 tax year for property owned by Carver Community Center at 340 Frederick Street

	3. Letter from Sean and Kristie Thomas requesting to hold the 70th Annual South Cumberland Halloween Parade on Wednesday, October 30, 2019 at 7:00 p.m.
	The Mayor and City Council provided a consensus for the events.
XII.	Public Comments
	No Public Comments
All pul	plic comments are limited to 5 minutes per person
XIII.	Adjournment
	With no further business at hand, the meeting adjourned at 6:59 p.m.
	Minutes approved on
	Raymond M. Morriss, Mayor
	ATTEST: Marjorie A. Woodring, City Clerk

XII.

# Mayor and City Council of Cumberland Closed Session Summary

July 30, 2019 at 5:36 p.m.

Second Floor Conference Room, City Hall

On July 30, 2019, the Mayor and City Council met in closed session at 5:36 p.m. in the second floor conference room of City Hall to consult with staff relative to potential litigation involving two unresolved contract issues and to obtain legal advice regarding provisions of the Open Meetings Act. Authority to close the session was provided by Section 3-305 (b) (7) and (8) of the General Provisions Article of the Annotated Coded of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Eugene Frazier, and Laurie Marchini; City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, City Engineer Robert Smith, CEDC Executive Director Paul Kelly.

Absent: Councilman Richard Cioni

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

No actions were voted upon and the meeting was adjourned at 6:37 p.m.

Raymond M. Morriss, Mayor

Entered into the public record on

agmond of Morriss

AUG 1 3 2019

### Mayor and City Council of Cumberland

#### **Closed Session Summary**

August 13, 2019 at 5:30 p.m.

Second Floor Conference Room, City Hall

On August 13, 2019, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to discuss proposals for the development of the East Side School site.

Authority to close the session was provided by Section 3-305 (b) (4) of the General Provisions Article of the Annotated Coded of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard J. Cioni, Eugene Frazier, and Laurie Marchini;

City Administrator Jeff Rhodes, City Solicitor Michael Cohen, City Clerk Marjorie Woodring, CEDC Executive Director Paul Kelly, CEDC Specialist Matt Miller

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

No actions were voted upon and the meeting was adjourned at 6:06 p.m.

Raymond M. Morriss, Mayor

Entered into the public record on \_\_\_\_\_AUG 1 3 2019

Caymond M. Monuss

### **Mayor and City Council of Cumberland**

#### WORK SESSION

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

Tuesday, August 13, 2019 4:30 p.m.

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

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Kathy McKenney, Community Development Program Manager; Paul Kelly, CEDC Executive Director; Matt Miller, CEDC Economic Development Specialist; Eric Woolridge, Destination by Design

MEDIA: Greg Larry, Cumberland Times-News

#### I. ASPIRATIONAL CIVIC MASTER PLAN BY DESTINATION BY DESIGN

Mr. Kelly provided an overview on how Destination by Design came to be hired by the CEDC to suggest ideas on how Cumberland can grow as a community and be opportunistic.

Eric Woolridge provided background on his firm Destination by Design, which is on the small side, and based in Western N. Carolina. He added they work primarily with transitional economies, focusing on quality of life – how to amplify walkability, downtown, trail system, open space, and natural resources as a purely economic development engine.

Mr. Woolridge's advised that his firm started off making tourist recommendations for Allegany County, and that his first impression of downtown area was that it needs housing, because you need local people supporting the local businesses, not just visitors, to be successful.

Mr. Woolridge provided a presentation of the Downtown Cumberland Civic Master Plan, saying it is purely aspirational, and is meant to be visionary and creative. He added that they have had multiple meetings with a diverse group of 27 stakeholders.

Topics presented and discussed were:

- Scope of Work scenario 15 year build-out; infill, connectivity, framework
- O Streets grid network; curb extension/bump-outs; streetscapes; access management
- Green Infrastructure bike/pedestrian connectivity; civic areas
- o Building Form form-based vs. land use; pedestrian triangle; facade variety
- Transect how to move from country into urban

- Housing and Infill "X" units per acre; crosswalks; pedestrian signage; landscaping improvements, retrofitting shopping centers
- Fiscal Implications tax value per acre big spikes in City's downtown environmentdensity needed

There was discussion regarding what type of additional housing is needed, and where specifically in relation to the downtown area. Mr. Woolridge advised that the City's mixed use core is good for the downtown, but what is needed is more townhomes, or high-density single-family homes on the outskirts of town, but they have to be in the right place.

Key transportation challenges were discussed, and Mr. Woolridge advised that the South Cumberland area is in an identity crisis and it gave up its urban form a long time ago. He discussed possibilities with Canal Place connectivity, and re-developing Rose's plaza as well.

Mr. Woolridge then provided conceptual graphics and a proposed land-use map with a breakdown of the different City areas (not for branding, but for communication purposes only):

- Canal Place South & Southern Gateway awkward roundabout concept could be viable
- Canal Place North more significant roundabout connectivity to Pershing expanded parking
- Rose's Plaza extend N. George downtown housing QC Dr. streetscape improvements
- o Downtown Core achieve connectivity back to Towpath/Gap Trail
- Park St. & Cumberland Gateway lose block structure re-orientation around AMTRAK (improved AMTRAK gateway)
- Cumberland East continue Park St. turn into more of a real road– apply design principles to shopping area – Industrial Blvd. connectivity

Mr. Woolridge advised that 150 to 200 dwelling units are proposed – more or less, with the goal being a walkable neighborhood core. He discussed his views on housing; reduction and addition of housing stock, a workable, livable environment, what the market could be, and the Maryland Ave to Lamont area as being housing, but said commercial there could look and be appropriate as well.

#### II MOVING FORWARD

Mr. Woolridge discussed the goals moving forward as seen by his team:

- Long-term parking needs Baltimore Street square footage realized over time; parking study needed
- Development Ordinance update? Developer engaging in a particular tract; City in a position to adopt revision?
- Capital infrastructure planning Crucial to be driven by the City; public/private partnership

- Community branding External and internal branding needed; change citizens' mentality of the City
- Detail planning + outreach materials Detailed level needed if pushed into outreach materials for the private sector
- Gateway master planning & implementation Opportunities for near-term successes;
   tourism aspects; low-hanging fruit at Gateway entrances

The presentation was discussed at length and Mr. Kelly advised M&CC to consider where we want to be down the road, and that the aspirational plan can be shown to developers. He suggested at some point at another meeting, M&CC vote yes as to plan moving forward.

Mayor Morriss added it was a lot of information in a short amount of time to absorb, saying that he could tell they put a lot of time and effort into the presentation. He advised that he saw a lot of good things in the presentation and likes the overall design, but wants a closer look and needs a little time to digest it all.

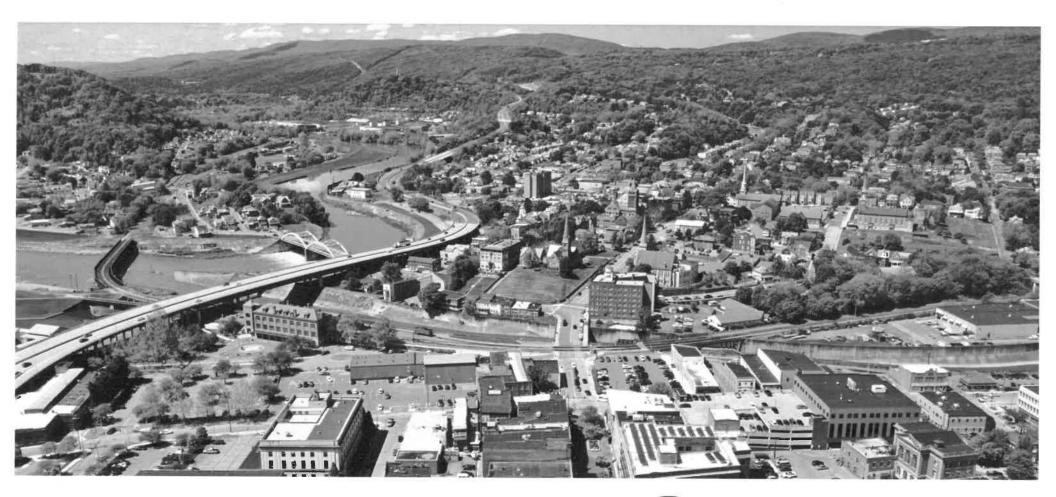
Community branding was discussed, as to how to change the locals' perception of the City. Mr. Woolridge advised the key is to get really honest with yourself, embrace the City and look to the positive. He added as branding is done, it needs to be embedded into the infrastructure so that everyone can be reminded of it. He also discussed place-branding vs. marketing to private sector, in regards to additional housing.

Mr. Woolridge advised he would package and send the file via Dropbox, saying that it was a culmination of his company's work and the committee's work.

#### III. ADJOURNMENT

With nothing further, the meeting adjourned at 5:30 p.m. into Closed Session pursuant to Section 3-305 (b) (4) of the General Provisions Article of the Annotated Code of Maryland to discuss proposals for the development of the East Side School site.

Respectfully submitted,
Marjorie A. Woodring City Clerk
Minutes approved



Urban Design Primer + Council Workshop

Downtown Civic Master Plan

August 13, 2019

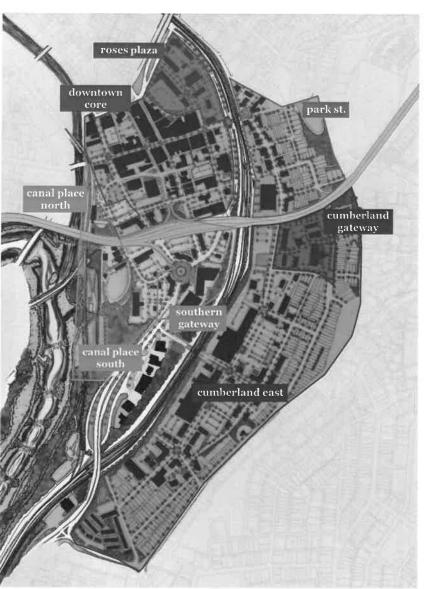




# Scope of Work: Downtown Cumberland Civic Master Plan

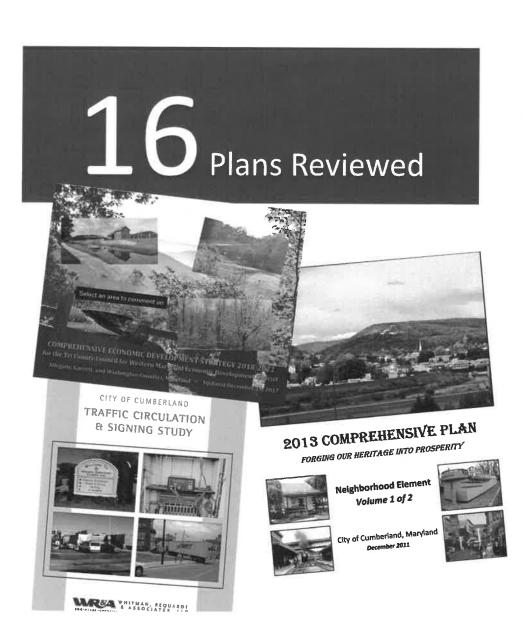
- 1. Scenario: 15 year build-out
- 2. Infill/ Redevelopment
- 3. Connectivity
- 4. Aspirational Framework





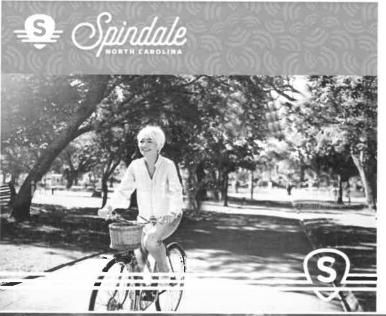
### Diverse Stakeholder Committee

Name	Affiliation
1. Paul J. Kelly, Jr.	Executive Director, Cumberland Economic
	Development Corporation
2. Matthew B. Miller	Economic Development Specialist, Cumberland
	Economic Development Corporation
3. Robert Smith	Senior Engineer, City of Cumberland
4. Lee Borror	Senior Community Development Specialist, City of Cumberland
5. Richard Cioni	Mayor & City Council designee, City of Cumberland
6. Raymond Morriss	Mayor & City Council designee, City of Cumberland
7. Angie Patterson	County Dept. Planning
8. Greg Hildreth	Economic Development Specialist, County Economic &
	Community Development
9. Ashli Mazer Workman	Director of Tourism, Allegany County
10. Jake Shade	Commissioner, Allegany County
11. Jason Buckel	Western Maryland Delegation Representative
12. Robin Summerfield	Office of Senator Benjamin Cardin
13. William Atkinson	ARC State Program Manager, Maryland Department Of
	Planning: Allegheny Highlands Trail affiliate
14. Deidra Ritchie	Executive Director, Canal Place Preservation And
	Development Authority
15. Stuart C. Czapski	Executive Director, Allegany County Chamber of
	Commerce
16. Jennifer Walsh	The Greater Cumberland Committee
17. Sandi Saville	Downtown Development Commission
18. Doug Schwab	Downtown Development Commission
19. Steve Kesner	Cumberland Housing Alliance
20. Julie Westendorff	Executive Director. Allegany Arts Council
21. Larry Jackson	Property Owner
22. Ed Mulianey	Property Owner
23. Danny Malamis	Property Owner
24. Nathan Price	First Peoples
25. Michael Wiley	Cumberland Gateway Real Estate, LLC
26. Shawn D'Atri	Patrick's
27. John Wolford	MDOT SHA



### Urban Design Primer

- 1. Branding + Built Environment
- 2. Streets
- 3. Green Infrastructure
- 4. Building Form
- 5. The Urban Transect
- 6. Housing
- 7. In-fill
- 8. Fiscal Implications
- 9. Civic Master Plan





















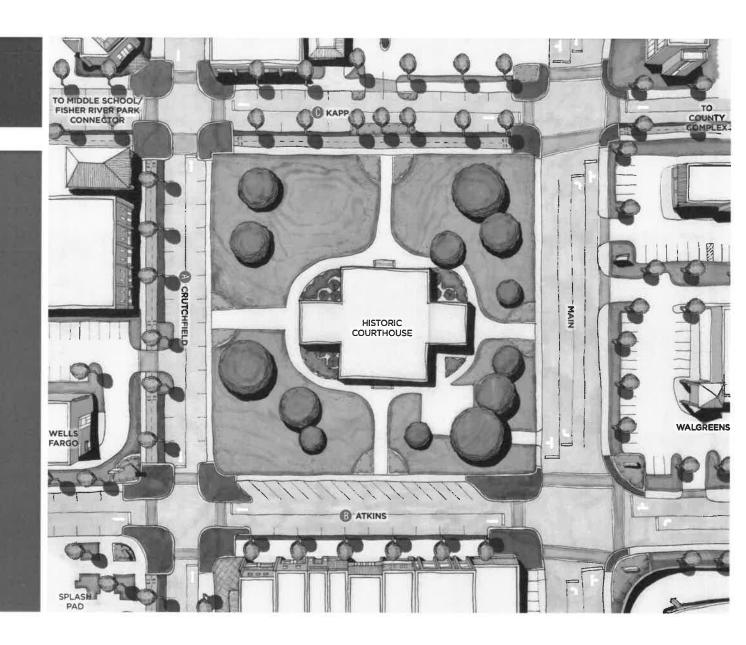
### Streets

- 1. Grid Network
- 2. Curb Extension/
  Bump-outs
- 3. Streetscapes
- 4. Access Management



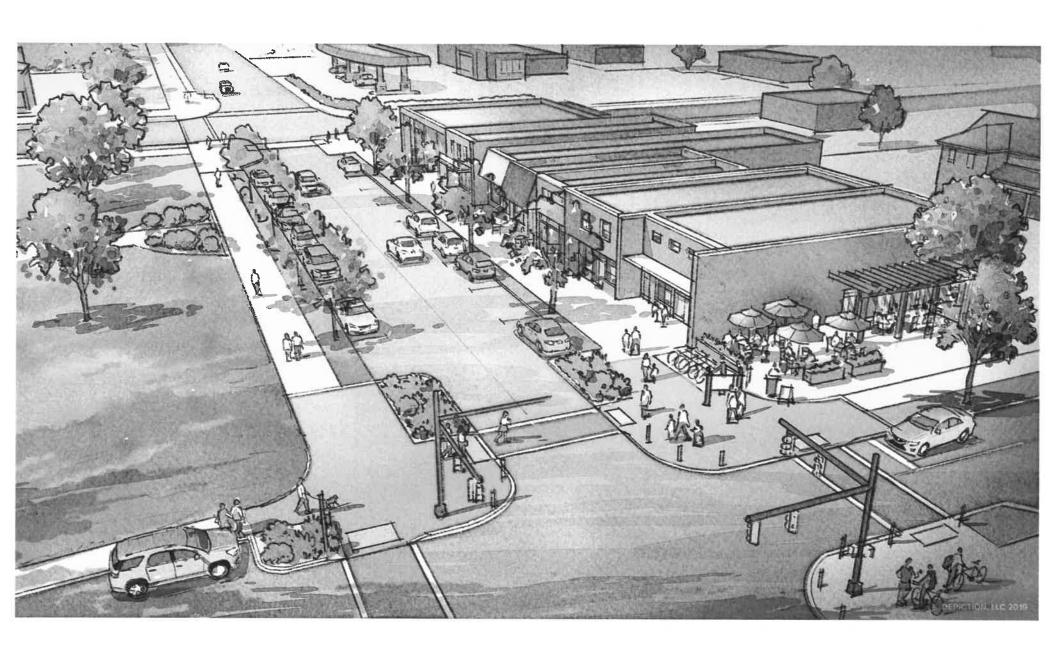
### Streets

- 1. Grid Network
- 2. Curb Extension/
  Bump-outs
- 3. Streetscapes
- 4. Access Management





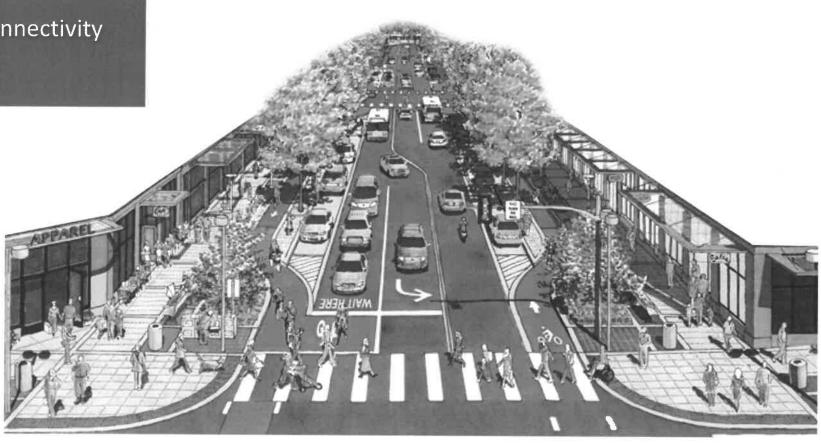




### Green Infrastructure



Civic Areas



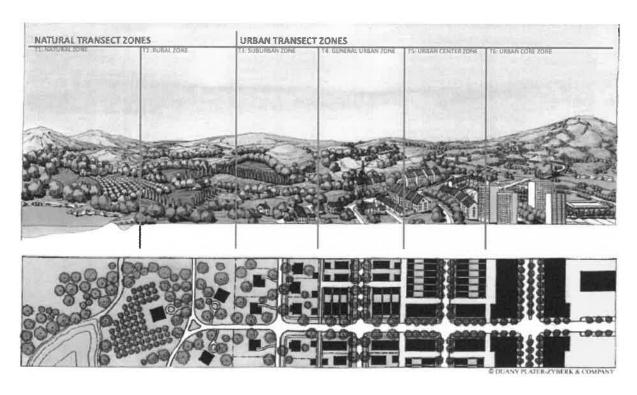
# **Building Form**

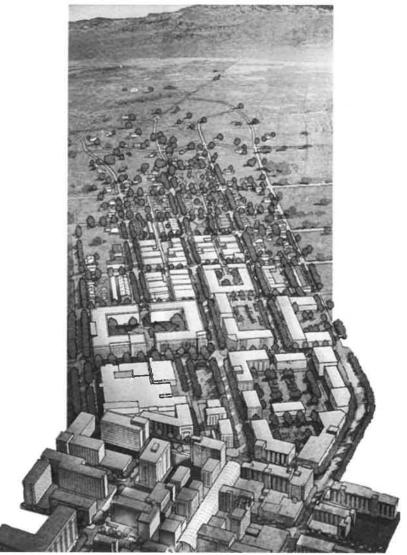
- 1. Form-Based vs. Land Use
- 2. Pedestrian Triangle
- 3. Façade Variety





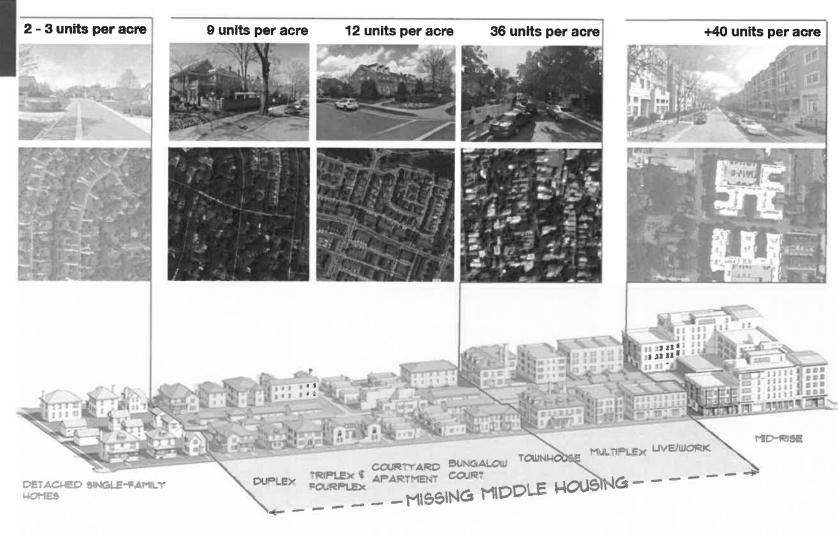
## Transect

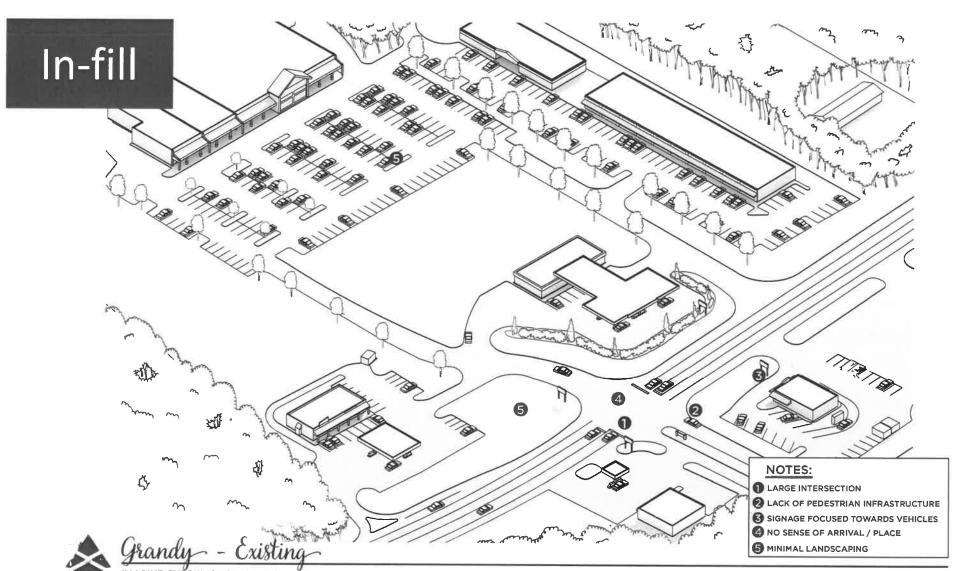


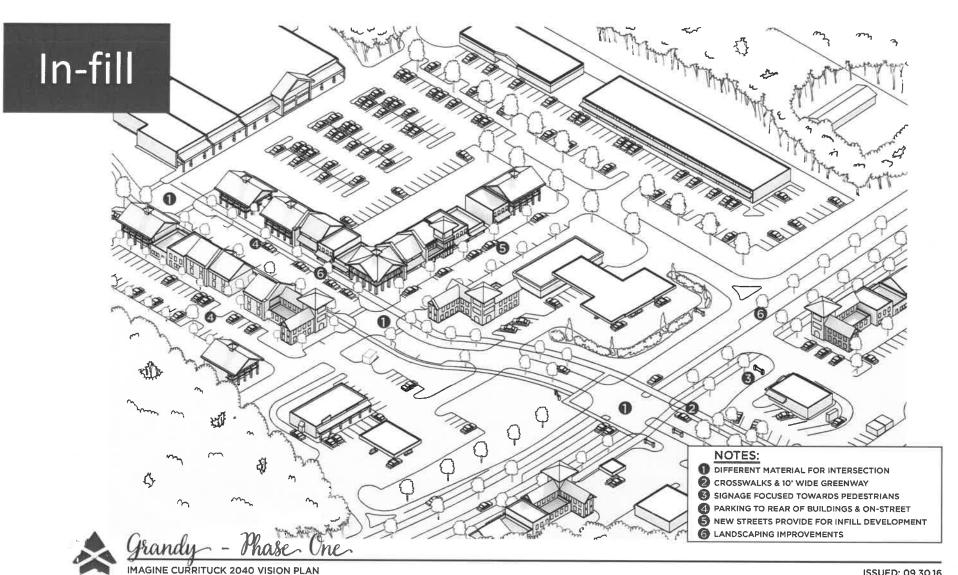


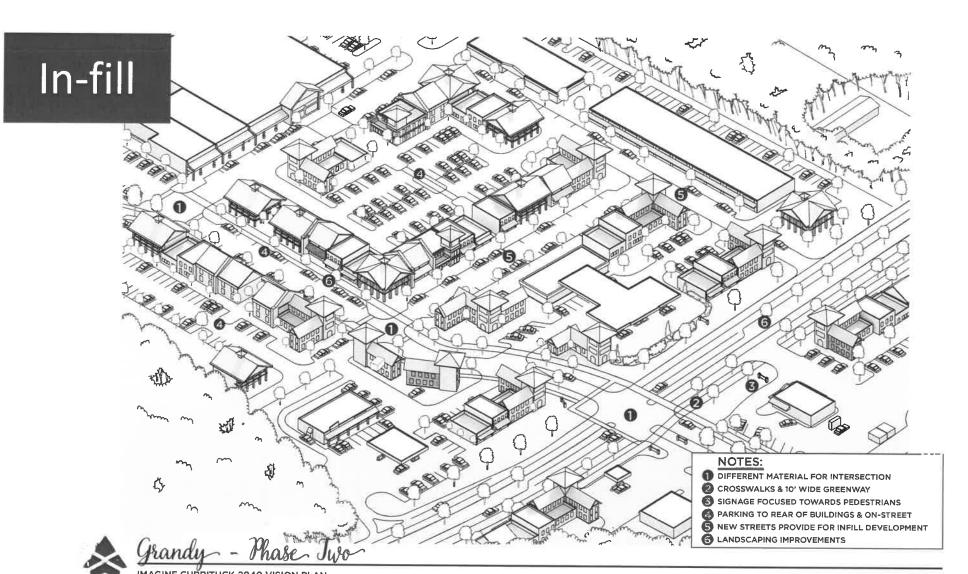
**Graphic by Depiction** 

# Housing





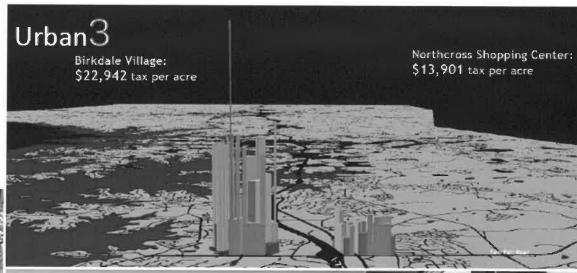




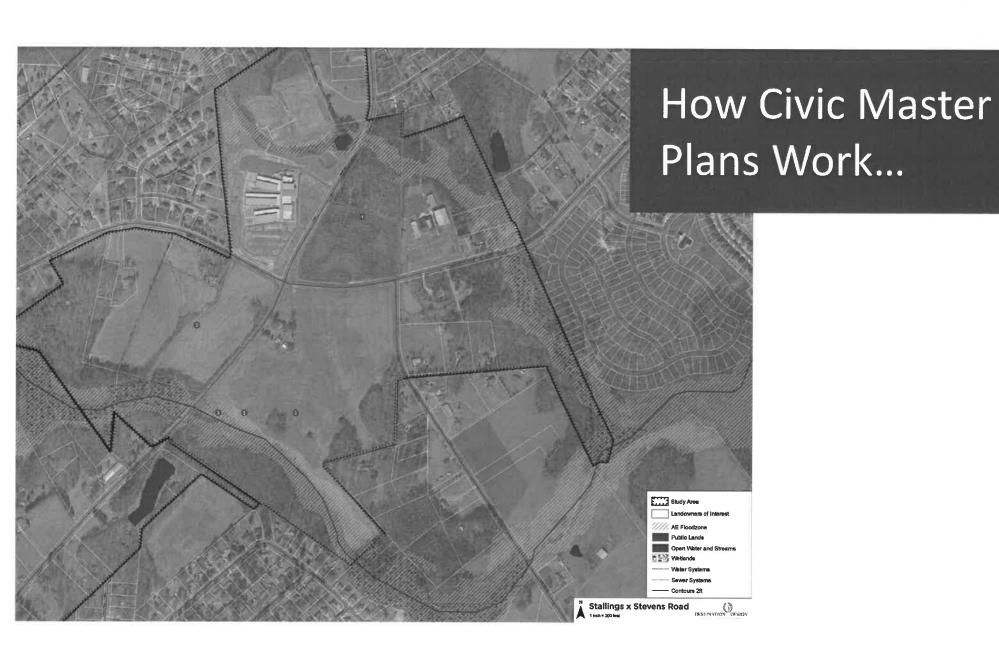
# Fiscal Implications

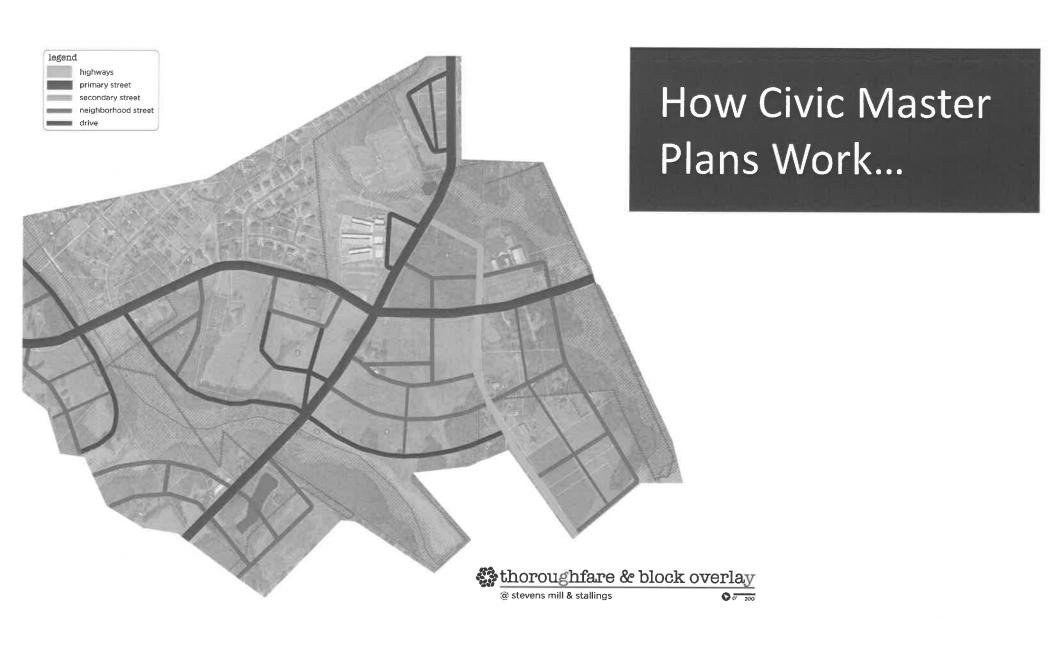
\*tax value per acre (TVPA)

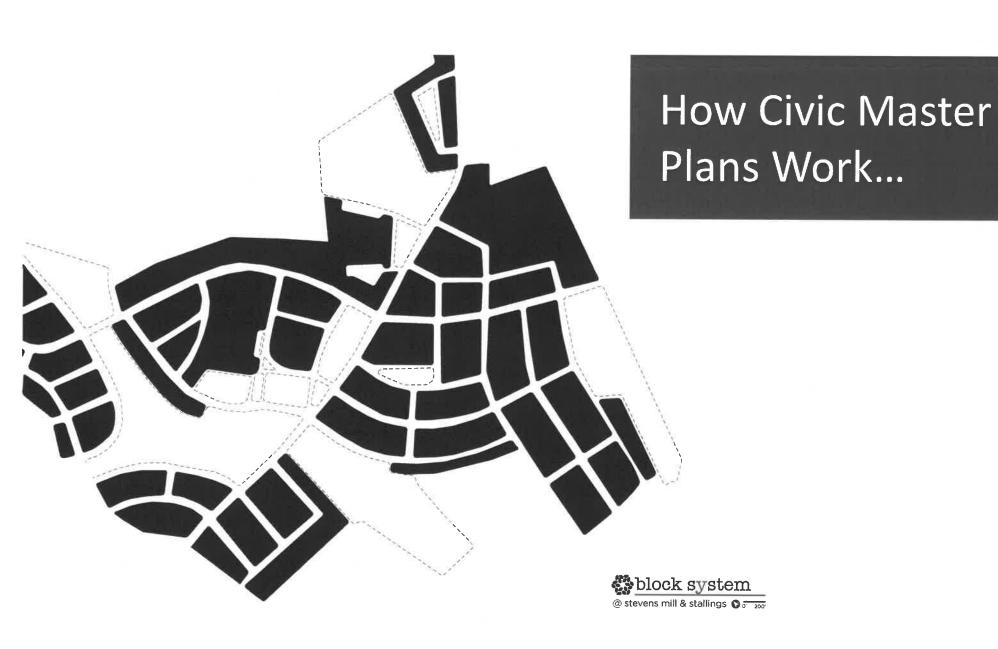


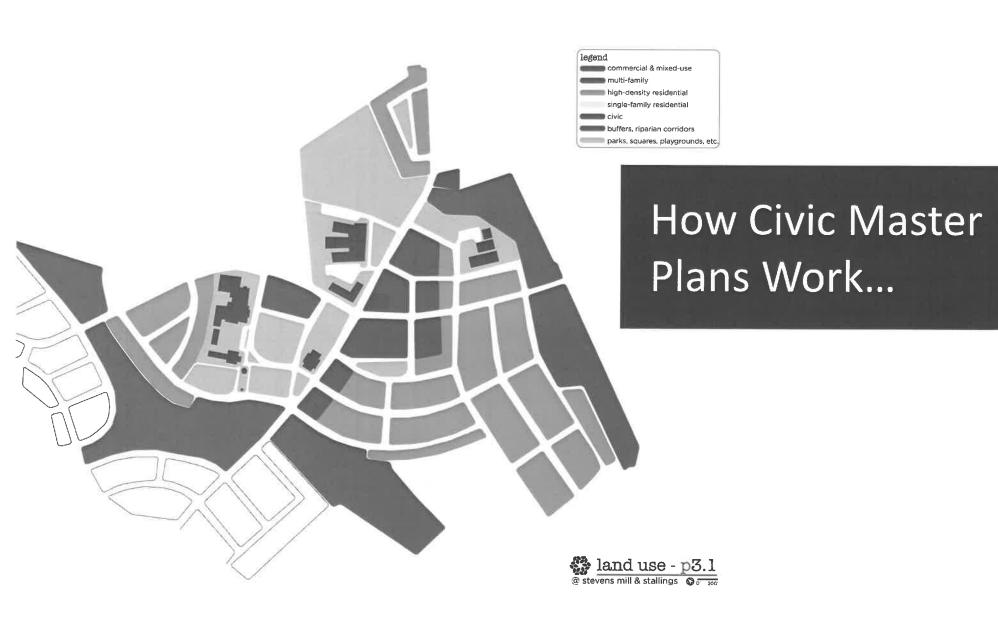


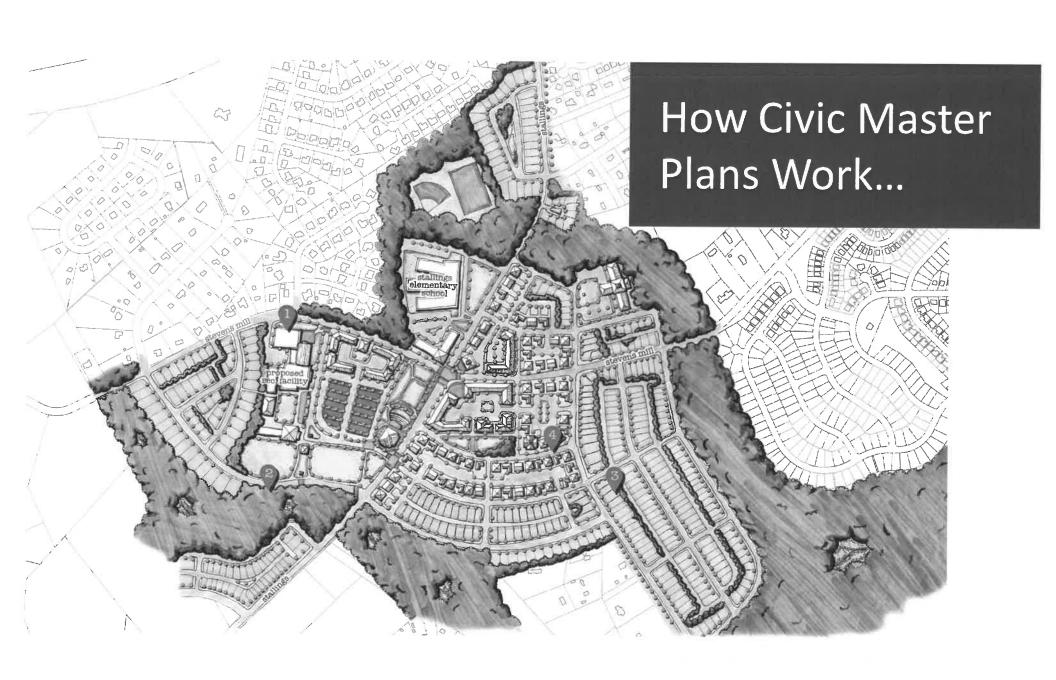


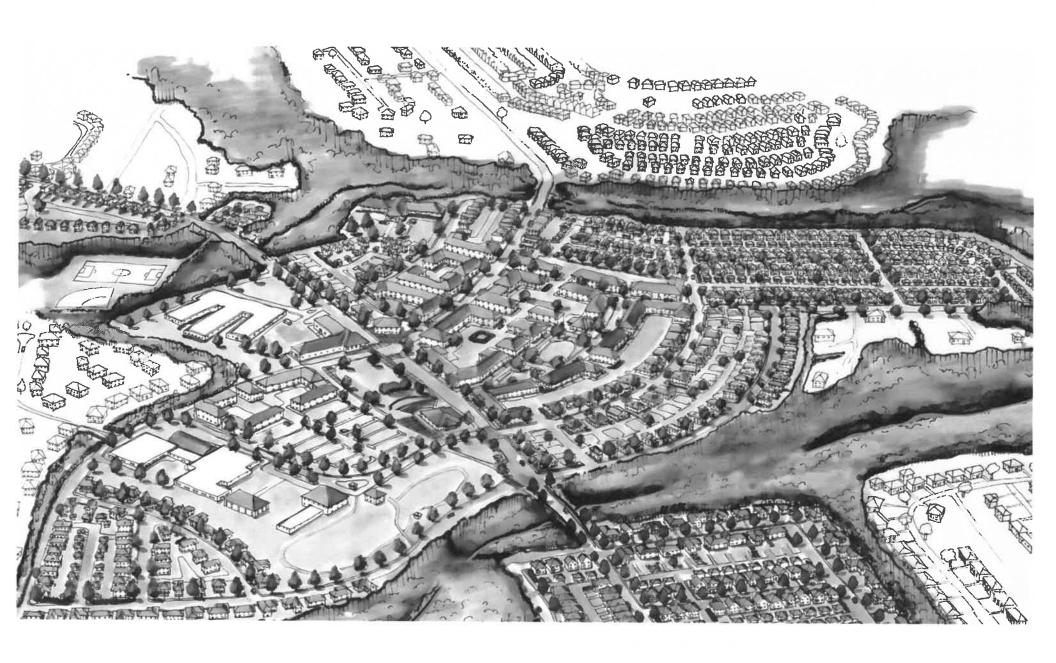


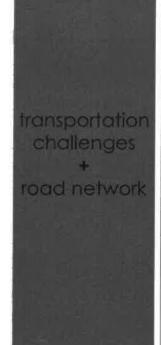




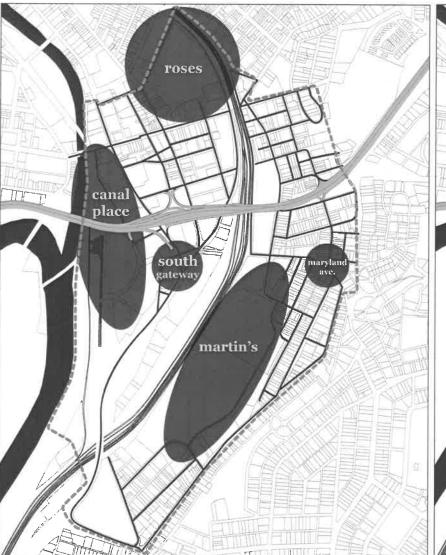


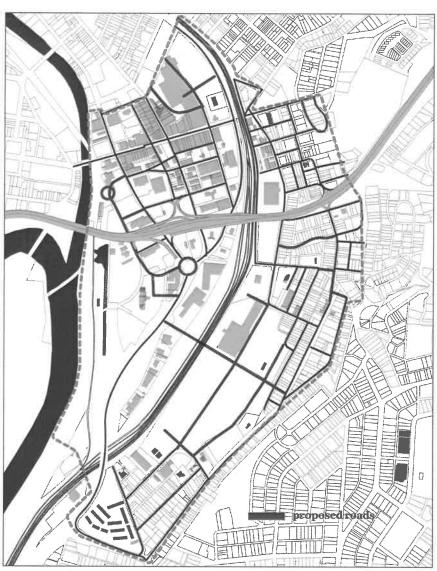


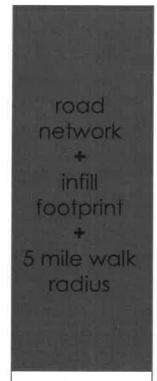




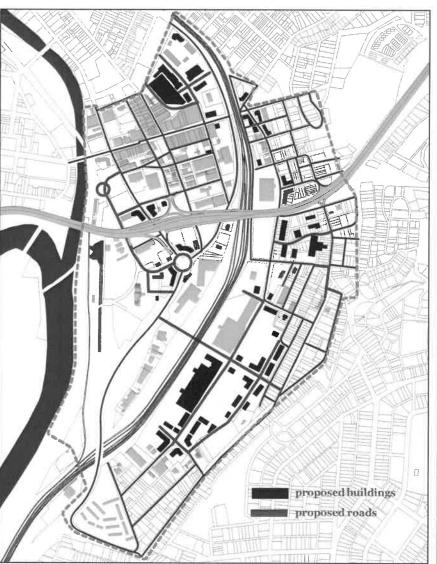








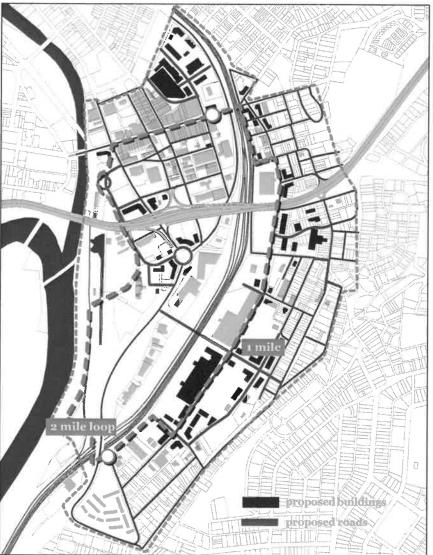


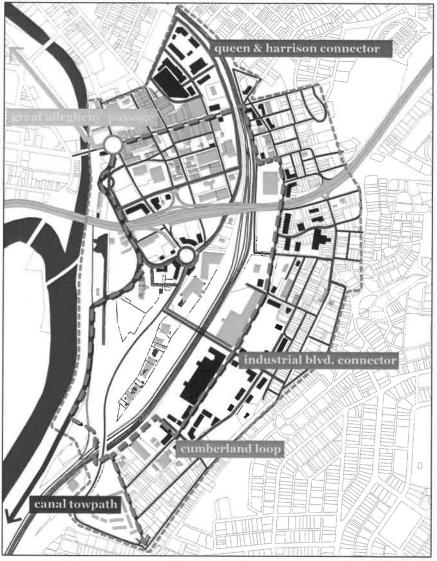






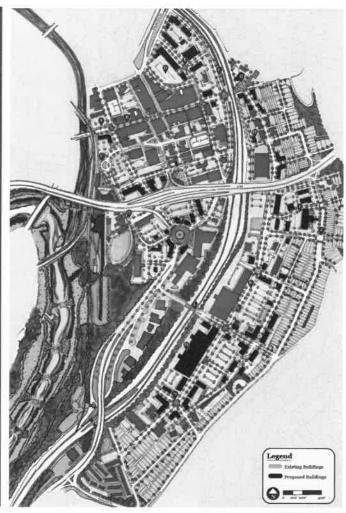








- Enhanced trail connectivity
- B Future Baltimore St. streetscape
- ( Enhanced Canal Place dropoff
- D Parking Deck (~200 spaces per level)
- Neighborhood commercial w/ enhanced road network
- Queen City Dr. Boulevard w/ on-street parking
- **G** 5-points gateway enhancements
- Proposed bus stop
- Cumberland Gateway (by others)
- Maryland Ave. realignment
- N Park St. extension into Martin's Food complex
- Proposed road connectivity
- M Large retail opportunity
- Neighborhood commercial w/ enhanced road network
- Canal St. connectivity
- Proposed southern gateway



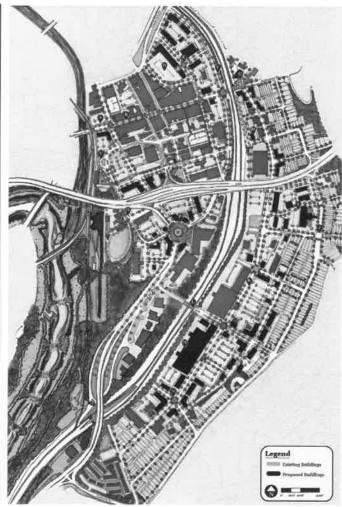


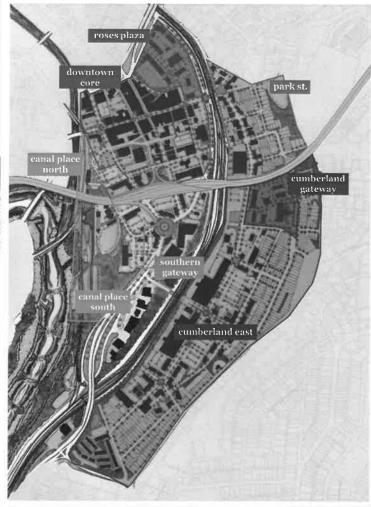


Illustrative master plan + land use map

#### **Key Features**

- A Enhanced trail connectivity
- B Future Baltimore St. streetscape
- C Enhanced Canal Place dropoff
- D Parking Deck (~200 spaces per level)
- Neighborhood commercial w/ enhanced road network
- Queen City Dr. Boulevard w/ on-street parking
- 6 5-points gateway enhancements
- Proposed bus stop
- Cumberland Gateway (by others)
- Maryland Ave. realignment
- No Park St. extension into Martin's Food complex
- Proposed road connectivity
- **1** Large retail opportunity
- Neighborhood commercial w/ enhanced road network
- Canal St. connectivity
- Proposed southern gateway

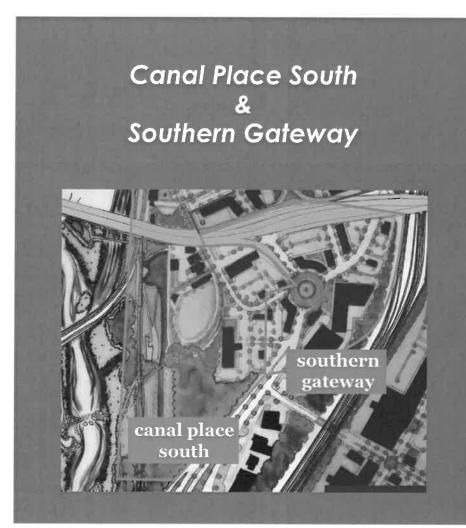






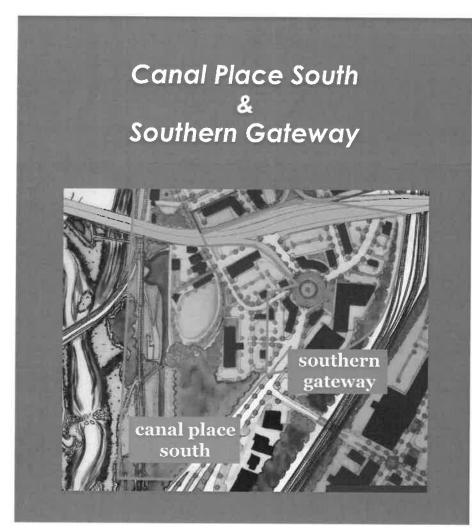
Downtown Cumberland Civic Master Plan, 2019

Illustrative master plan + land use map













# Canal Place South & Southern Gateway



## Conceptual Land Use Mix

Canal Place South & Southern Gateway

Commercial 8,500 sq. ft. (1-story)

Mixed-Use 60,000 sq. ft. (3-story)

Multi-family 30,000 sq. ft. (3-story)

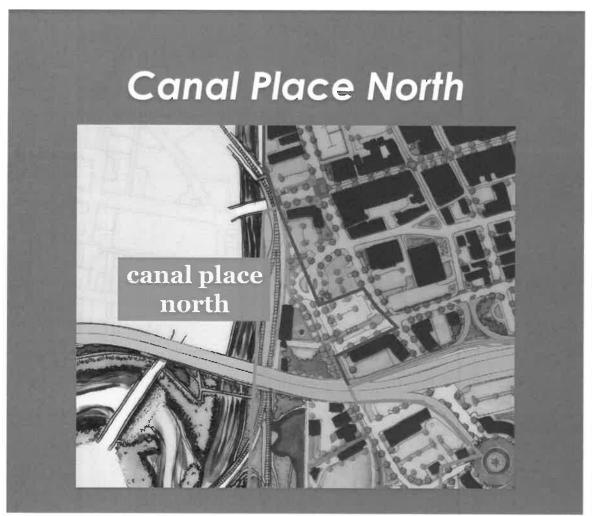
Adaptive Re-use 34,000 sq. ft. (footprint)

#### Key Features

- · Gateway traffic circle
- Reclaim urban form at circle
- Canal St. connectivity
- Cumberland East to Industrial Blvd. connectivity

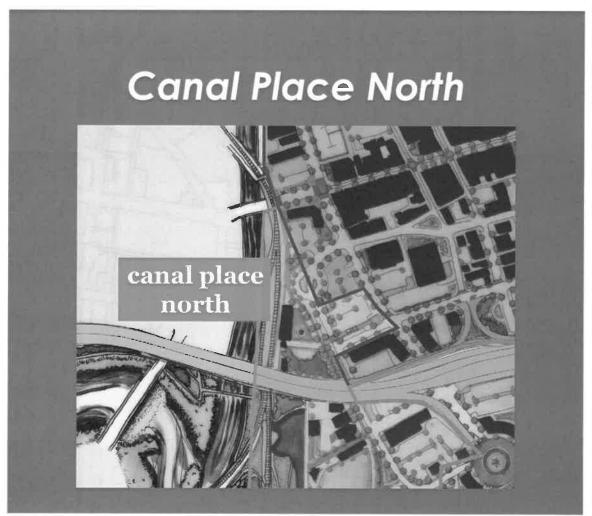








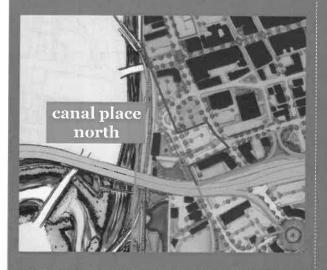








## Canal Place North



Conceptual Land
Use Mix

#### Canal Place North

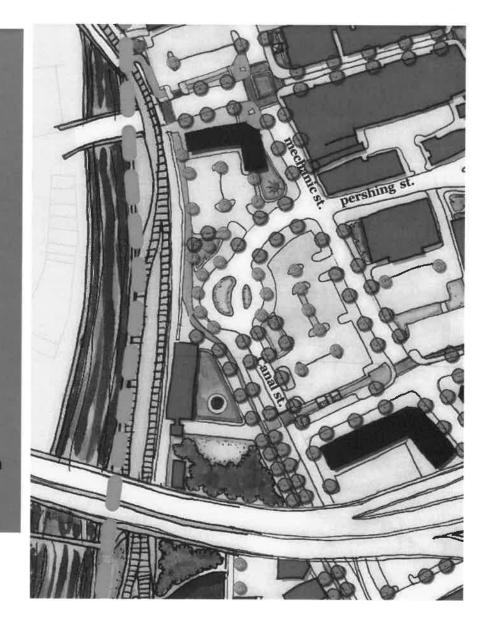
Mixed-use 24,000 sq. ft. (3-story)

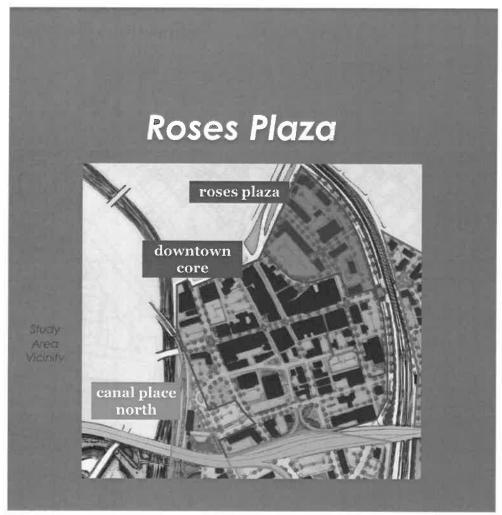
Multi-family 40,000 sq. ft. (3-story)

#### Key Features

- · Align Canal St. and Pershing St.
- · Maintain urban form @ Baltimore & S. Mechanic St. intersection
- · Designated GAP trail (no longer share Canal St.)
- Expanded public surface parking

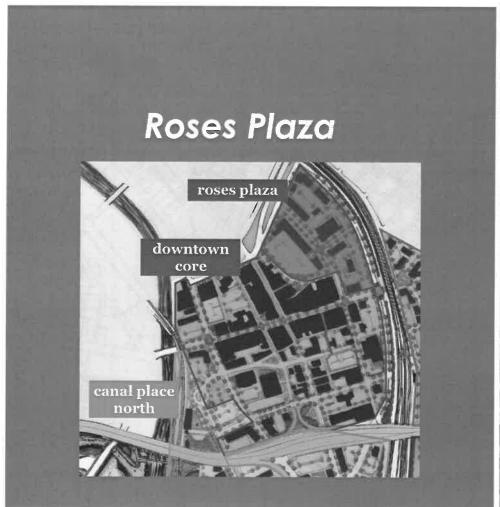








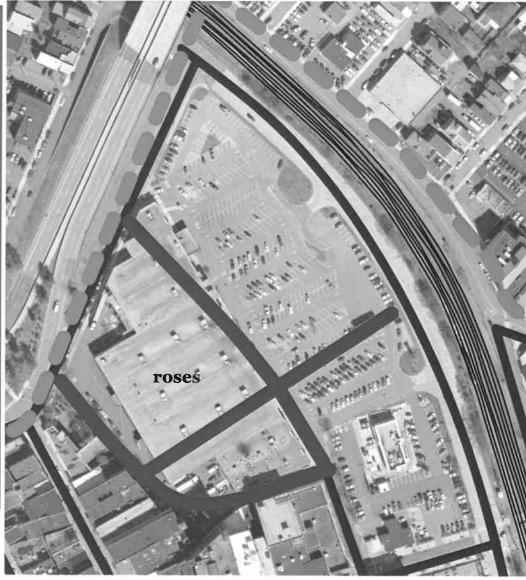






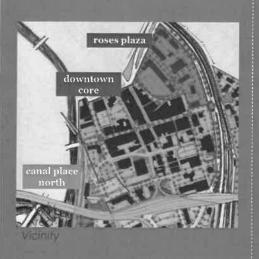








## Roses Plaza



## Conceptual Land Use Mix

#### Roses Plaza

Neighborhood Grocery 16,000 sq. ft.

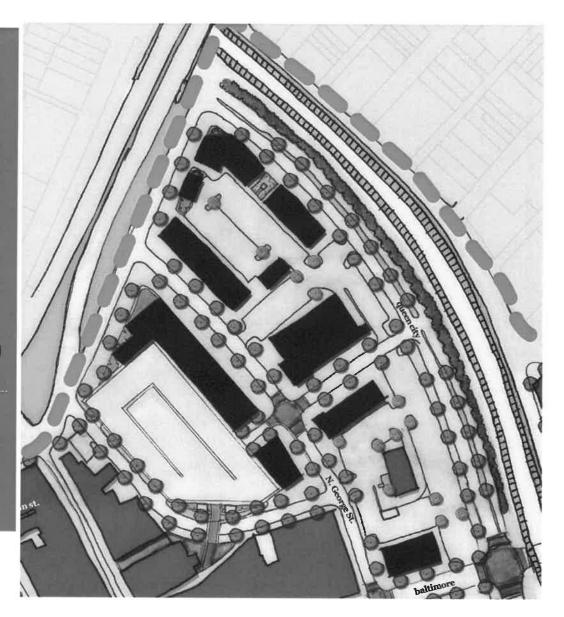
Mixed-use 66,000 sq. ft. (3-story)

Multi-family 130,000 sq. ft. (3-story)

### Key Features

- · Reclaim area into urban core
- N. George St. Extension
- Downtown housing!
- Provision of parking deck (or surface lot)
- Queen City Drive streetscape improvements





## Downtown Core



Conceptual Land Use Mix

#### Canal Place North

Mixed-use 24,000 sq. ft. (3-story)

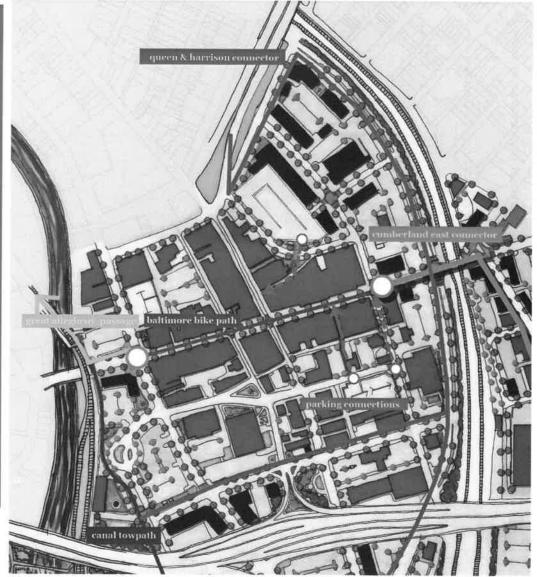
Multi-family 40,000 sq. ft. (3-story)

#### Roses Plaza

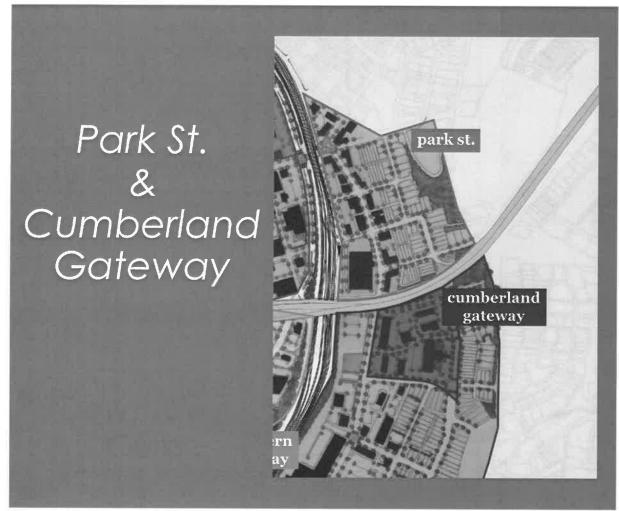
Neighborhood Grocery 16,000 sq. ft.

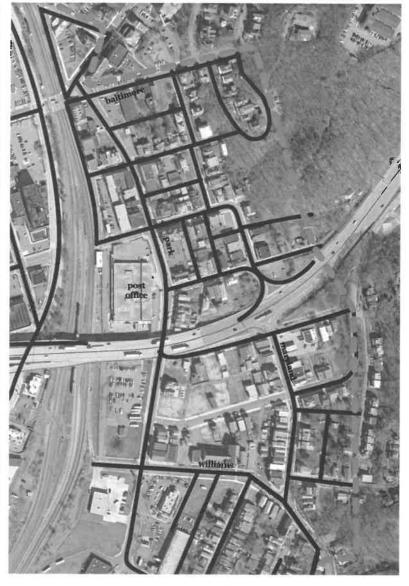
Mixed-use 66,000 sq. ft. (3-story)

Multi-family 130,000 sq. ft. (3-story)

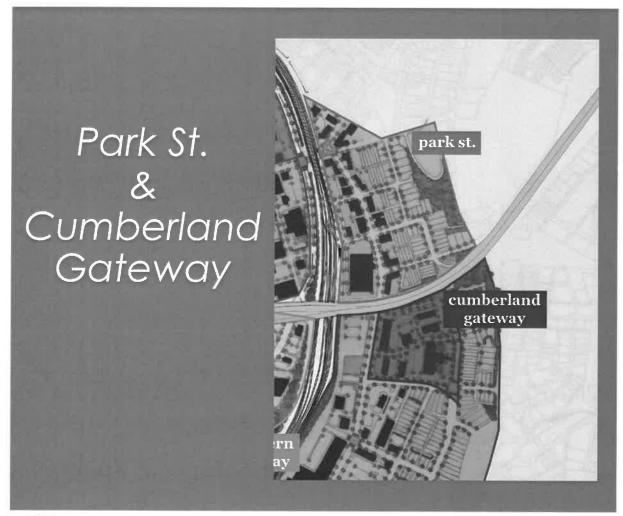








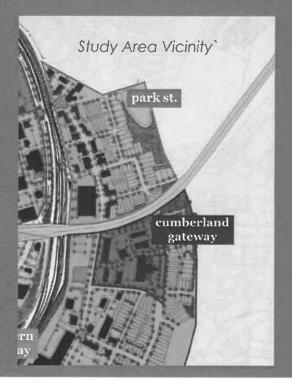








Park St. & Cumberland Gateway



Conceptual Land Use Mix

Park St.

Mixed-use 60,000 sq. ft. (3-story)

Multi-family 41,000 sq. ft. (3-story)

**Cumberland Gateway** 

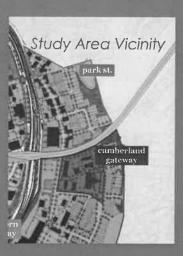
Hotel 129 Keys

Commercial, Retail & Restaurant

33,000 sq. ft. (1-story)



### Park St. & Cumberland Gateway



## Conceptual Land Use Mix

Park St. Mixed-use 60,000 sq. ft. (3-story)

Multi-family 41,000 sq. ft. (3-story)

Cumberland Gateway Hotel 129 Keys

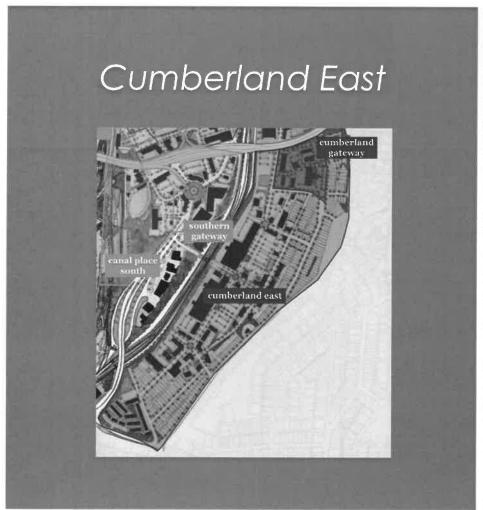
Commercial, Retail & Restaurant 33,000 sq. ft. (1-story)

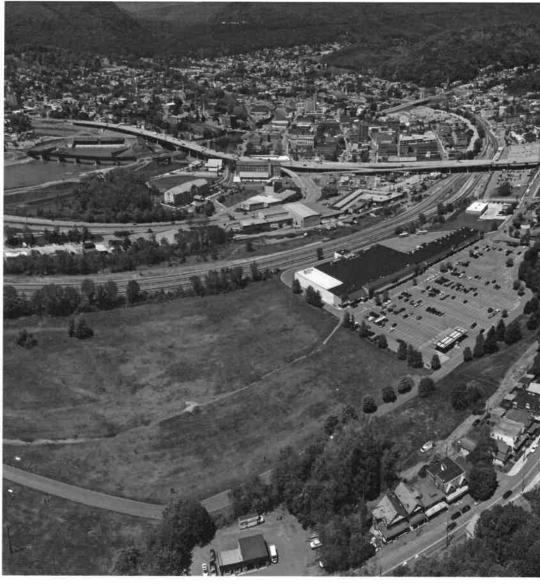
#### Key Features

- Bus terminal improved Amtrak gateway
- Cumberland Gateway (design by others)
- Road realignment: Maryland Ave. and Williams St.
- Queen City Drive streetscape improvements

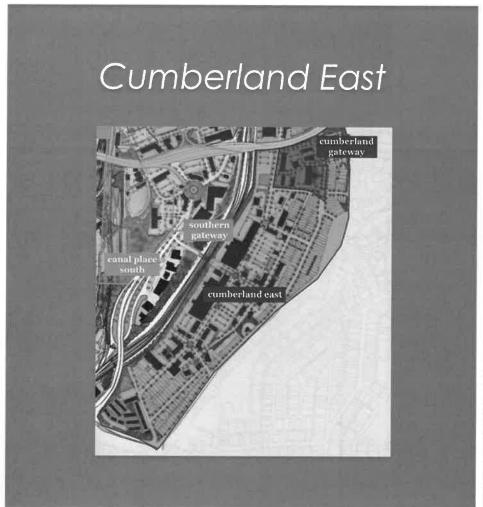






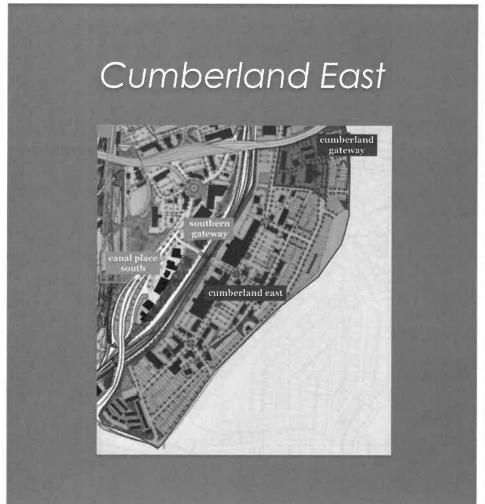








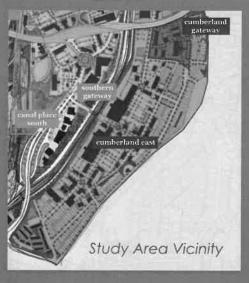








### Cumberland East



## Conceptual Land Use Mix

Anchor retail two (2) 45,000 sq. ft.

Commercial 26,000 sq. ft. (1-story)

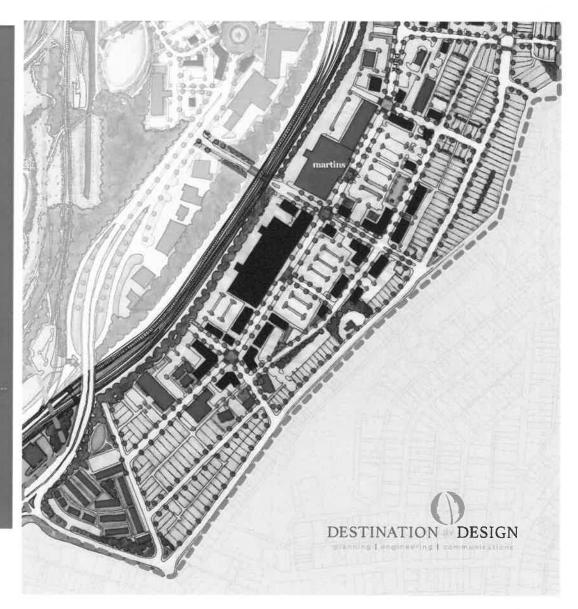
Mixed-use 184,000 sq. ft. (3-story)

Multi-family 190,000 sq. ft. (3-story)

### Key Features

- · Infill + greenfield development
- · Extended Park St.
- Walkable neighborhood
- Industrial Blvd. connectivity

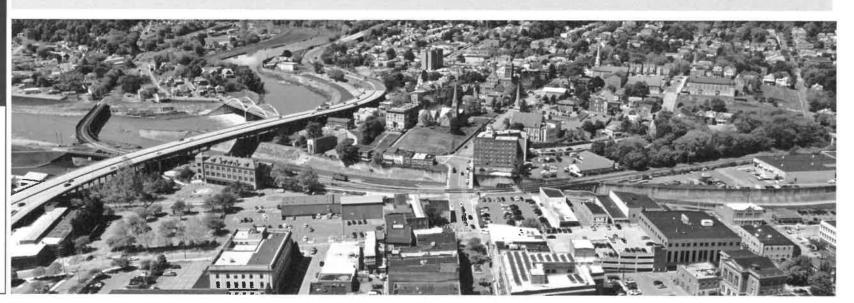






- 1. Long-term Parking Needs
- 2. Development Ordinance Update?
- 3. Capital Infrastructure Planning
- 4. Community Branding
- 5. Detail Planning + Outreach Materials
- 6. Gateway Master Planning & Implementation (and other near-term successes)





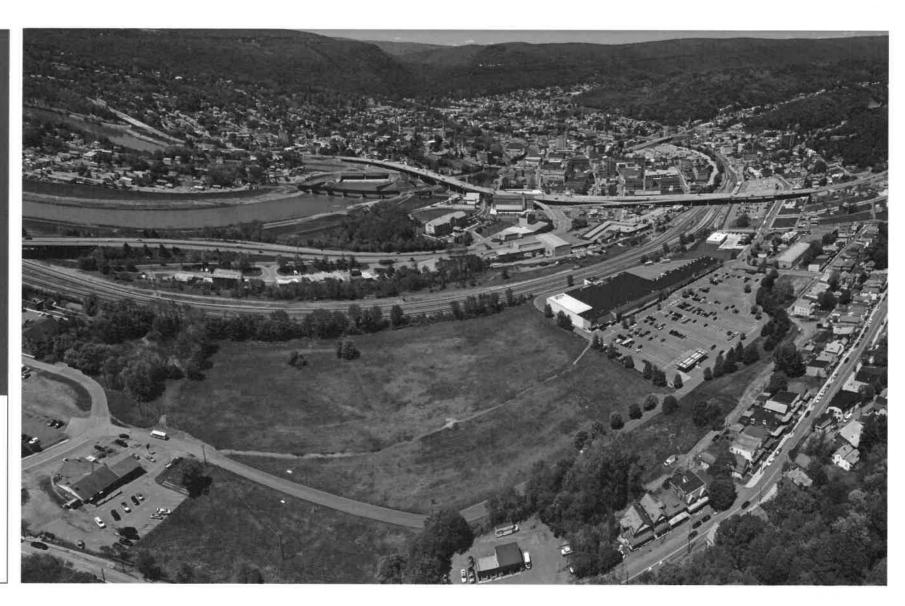








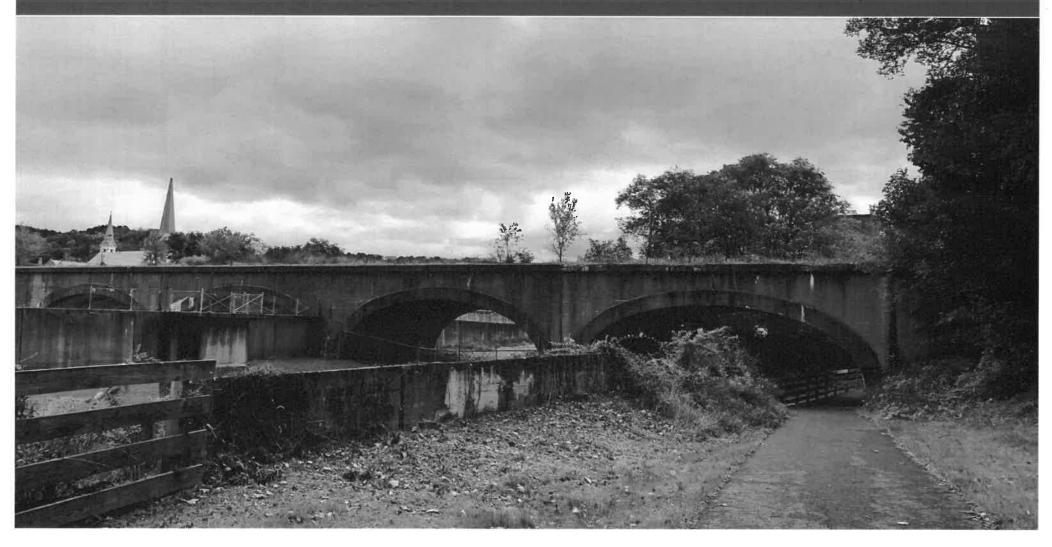




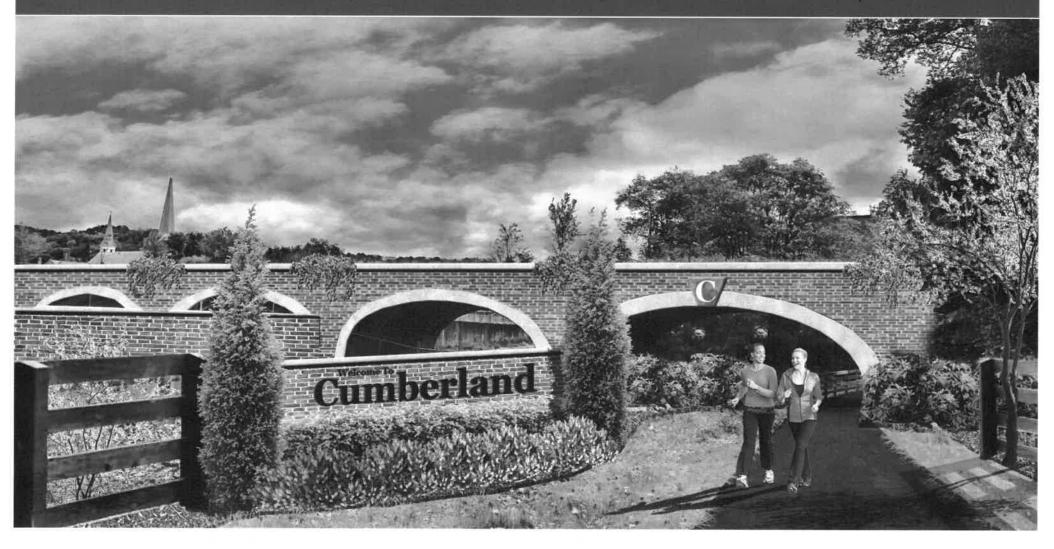


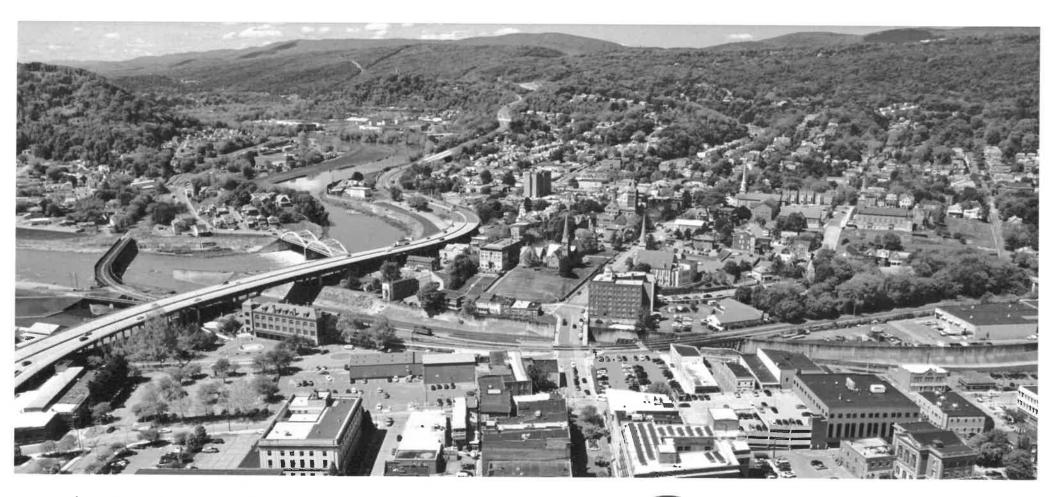


## Gateway Master Planning + Implementation (near-term successes)



## Gateway Master Planning + Implementation (near-term successes)





Urban Design Primer + Council Workshop

Downtown Civic Master Plan

August 13, 2019





#### **Item Attachment Documents:**

1. Ordinance 3860 (2nd & 3rd Readings) - to amend Chapter 25 of the City Code to include regulations pertaining to small cell technology in public rights-of-way and to amend the Use Regulations Table accordingly

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

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

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

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

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

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

least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

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

#### NOW, THEREFORE:

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

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

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

Passed t	inis		day	OI ,		, 2019.			
						Raymond	М.	Morriss,	Mayor
ATTEST:									
Marjorie	∍ A.	Woodri	ng,	City	Cle	erk			

#### **CUMBERLAND PLANNING COMISSION STAFF REPORT**

#### **Small Cell Regulations**

## **Zoning Text Amendment 1208**

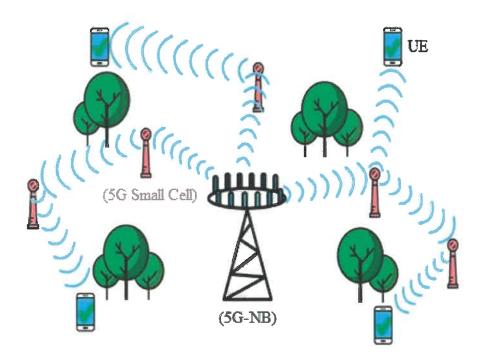
In order to understand how the 5G network will be constructed and what the subject of this staff report covers, the Planning Commission must understand what small cells are.

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

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

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

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

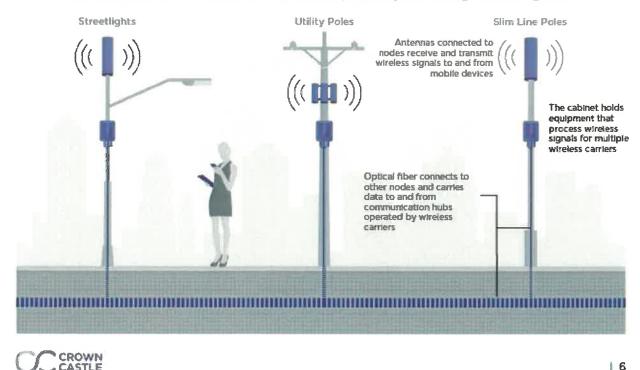


4G and prior iterations of cellular systems required large towers to transmit signal. Although 5G still requires large towers to transmit signal to small cell structures, those structures are capable of being located within rights of way in a somewhat inobtrusive manner.

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

## What Are Small Cell Deployments?

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



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

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

> America is in the midst of a transition to the next generation of wireless services, known as 5G. These new services can unleash a new wave of entrepreneurship, innovation, and economic opportunity for communities across the country. The FCC is committed to doing our part to help ensure the United States wins the global race to 5G to the benefit of all Americans. Today's action is the next step in the FCC's ongoing efforts to remove regulatory barriers that would unlawfully inhibit the deployment of infrastructure necessary to support these new services. We proceed by drawing on the balanced and commonsense ideas generated by many of our state and local partners in their own small

cell bills.

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

By way of background, the FCC rules generally provide:

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

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

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

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

[ ]	Recommend adoption of zoning text amendment 1208 relative regulations as presented at the April 22, 2019 meeting, a copy of with the Mayor and City Council with no additional changes.	
[]	Recommend adoption of the aforesaid zoning text amendments with	
[ ]	Recommend denial of Zoning Text Amendment 1208.  n by:	
Secon	ded by:	
Vote:		
	In favor of motion: Opposed:	Abstained:
Numb	er of voting members present:	
Signed		Date: April 22, 2019
Chair,	Cumberland Planning Commission	Date. April 22, 2019
Secret	ary, Cumberland Planning Commission	Date: April 22, 2019

CUMBERLAND CODE – CHAPTER 25 (ZONING ORDINANCE), ARTICLE XVI

## PROPOSED ZONING TEXT AMENDMENTS REGARDING SMALL CELL TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY

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

#### Sec. 25-501. – Definitions.

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

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

monopole. Equipment may be located within a building, an equipment cabinet, or an equipment room within a building. Where reference is made to a Wireless Facility, unless otherwise specified or indicated by context, such reference will be deemed to include the Wireless Support Structure on which the Antenna or other communications equipment is mounted, transmission cables, and any associated equipment shelter.

- B. The term does not include any of the following:
  - 1. The structure or improvements on, under, or within which the equipment is Collocated;
  - 2. Coaxial or fiber-optic cable that is between Wireless Support Structures or Utility poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.
  - Any exterior facility, including an Antenna, Antenna array 3. or other communications equipment, excluding a satellite television dish antenna or Small Cell Facility, established for the purpose of providing wireless voice, data and image transmission within a designated service area and which includes equipment consisting of personal wireless services, as defined in the Federal Telecommunications Act of 1996, which includes Federal Communications Commission licensed commercial telecommunications services, including cellular, personal communications services (PCS), specialized mobile radio (SMR) enhanced specialized mobile radio (ESMR), and paging, as well as unlicensed wireless services and common carrier wireless exchange access services and similar services that current exist or that may in the future be developed.. A Wireless Facility must not be staffed. A Wireless Facility consists of one or more Antennas attached to a support structure and related equipment. Antennas are limited to the following types dimensions: omni-directional (whip) Antennas exceeding fifteen (15) feet in height and three (3) inches in diameter; directional or panel Antennas not exceeding six and one-half (6½) feet in height and two (2) feet in width. An Antenna may be mounted to a building, a building rooftop or a freestanding monopole in accordance with the subsequent sections of this article XVI of the Zoning Ordinance. Equipment may be located within a building, an equipment cabinet, or an equipment room within a building. Where reference is made to a Wireless Facility, unless otherwise specified or indicated by context, such reference will be deemed to include the Wireless Support Structure on which the Antenna or other communications

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

- (17) Wireless Support Structure means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen (15)-foot or taller sign pole, or Utility pole capable of supporting Small Cell Facilities. Wireless Support Structure excludes (a) a Utility pole or other facility owned or operated by a municipal electric utility and (b) a Utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars and trolley buses.
- (18) Wireless Backhaul Facility means a facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.
- (19) Zoning Ordinance means chapter 25 of the Cumberland City Code.

## Sec. 25-502. - General requirements.

- (a) Applicability of article XVI of Zoning Ordinance. The permitting procedures and authorizations set forth herein in this article XVI of the Zoning Ordinance shall apply only to Small Cell Facilities and Wireless Support Structures in the Right of Way, and do not authorize the construction and operation of a Wireline Backhaul Facility.
- (b) General requirements. The following requirements shall apply to all Small Cell Facilities and Wireless Support Structures proposed within the Right of Way.
  - (1) Compliance with laws. No Person shall occupy or use the Right of Way except in accordance with the laws, rules and regulations of any federal, state or local laws, ordinances and regulations.
  - (2) Prohibition of endangerment to public health, safety and welfare. In occupying or using the Right of Way, a proposed Wireless Support Structure shall not endanger the health, safety and welfare of City residents, employees of the City or any other Persons. In addition to other factors, the City should consider the likelihood of the failure of such structures and the reasonably anticipated results of such a failure.
  - (3) Small Cell Permit required. No Person shall occupy or use the Right of Way without first obtaining any requisite consent of the City. Before placing Small Cell Facilities or Wireless Support Structures in the Right of Way, an Operator must apply for and receive a Small Cell Permit.
  - (4) Substantial impairment of use/detrimental effects on neighboring properties. The proposed Wireless Support Structure will not substantially impair the use of or prove detrimental to, neighboring properties, considering, among other relevant factors, the following:
    - A. The topography and elevation of the property on which such structure is proposed to be located and the appearance and visibility of such structure from neighboring and surrounding properties and from Rights of Way.
    - B. The location of surrounding residences, buildings, structures and other Rights of Way and their use.

- C. The character of the surrounding neighborhood and the Comprehensive Plan recommendations for the ultimate use of surrounding properties.
- D. The likelihood or interference with existing radio, television, telephone or microwave reception or service.
- E. The proposed Wireless Support Structure will cause no objectionable noise, fumes, odors, glare, physical activity or effect that would impair the peaceful enjoyment of neighboring properties.
- F. The proposed buildings, structures and use will be in harmony with the general character of the neighborhood in which they are located.
- (5) Interference with other Small Cell Facilities. The City will not grant a permit or other authority for installation of small wireless facilities if the City reasonably believes the proposed installation may in any way interfere with the use and operation of an existing and operational Small Cell Wireless Facility for which the City has previously issued a permit.
- (6) Interference with public safety equipment: A Small Cell Wireless Facility shall be operated and maintained in a manner that does not interfere with public safety equipment.
- (7) Interference. The Small Cell Wireless Facility shall not interfere with City and public safety communication systems or area television or radio broadcast.
- (8) Guy wires. A guy wire or other support wire shall not be used in connection with an Antenna, Antenna array, or a non-tower Wireless Support Structure except when used to anchor the Antenna, Antenna array, or non-tower supports structure to an existing building or ground to which such Antenna, Antenna array, or non-tower Wireless Support Structure is attached.
- (9) City-owned poles. A Small Cell Facility shall not be attached to a City-owned pole or other utility pole that is owned and maintained by the City except as may be authorized by the City Council, in their sole discretion. This provision shall take precedence over any provision to the contrary in that City Council permission is required in all instances where attachment to City-owned poles is sought.
- (C) Small Cell Facilities a permitted use on all public property. Small Cell Facilities may be located on the exterior of public property or attached to existing Wireless Support Structures owned or operated by the City and such Small Cell Facilities shall be a permitted use in all zoning districts. The Use Regulations Table in section 25-132 of the Zoning Ordinance shall be amended accordingly. The terms of this subsection shall take precedence over all other terms to the contrary in the Cumberland City Code and this Zoning Ordinance.

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

- (A) Pre-application conference.
  - (1) The City requires pre-submittal conferences to meet with potential Applicants and discuss projects on a conceptual level. The conference is

intended to identify the correct application type and content requirements for any given project, and also to create an informal forum in which Applicants and the City can discuss any concerns that should be addressed as soon as possible to avoid any unnecessary delays in the processing of an application and deployment of wireless facilities in the City. The requirement for a pre- submittal conference may be waived by the Director of Community Development or City Administrator based on necessity and/or prior experience with the Applicant.

- (2) An appointment is required for all pre-submittal conferences.
- (B) Application Required. Prior to installation, modification, relocation or removal of a Small Cell Facility, relocation or removal of an existing Wireless Support Structure, installation of a new Wireless Support Structure, or Collocation on an existing Wireless Support Structure in the Right of Way, the Operator shall apply to the City and receive approval from the City.
- (C) Required application materials. Unless otherwise required by state or federal law, the application shall be submitted to the City Administrator with the applicable fee and all required materials and information in accordance with the requirements of this Article XVI of the Zoning Ordinance and the Design Guidelines in order for the application to be considered complete. The application shall include the following:
  - (1) The applicant's name, address, telephone number and e-mail address and the same information for the person who is making the application on behalf of the operator.
  - (2) The names, addresses, telephone numbers and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
  - (3) A description of the proposed work and the purposes the Small Cell Wireless Facilities are intended to serve. The scope and detail of such description shall be commensurate with the nature and character of the work to be performed
  - (4) Authorization for any consultant acting on behalf of the applicant to speak with City officials and employees on the subject matter for which the consultant is employed, even if the applicant is not present.
  - (5) Verification from an appropriate professional that the Small Cell Wireless Facility will comply with all applicable codes to address threats to destruction of property or injuries to persons.
  - (6) Drawings and descriptions of the proposed Small Cell Wireless Facilities, Wireless Support Structures, and accessory equipment.
- (D) Proof of licensure/legal compliance. The applicant shall provide proof that it is a licensed provider and will comply with all applicable federal, state and City laws and regulations, including those regarding wireless communications services. The Applicant shall also provide proof that it is in good standing with the state where its principal office is located and that it is registered to do business in the

- State of Maryland. The Applicant must maintain its good standing status and registration in Maryland for so long as the permit is in effect.
- (E) Application processing fee. For processing an application for consent, the City may charge an application fee of \$500.00 for up to five (5) Small Cell Facilities with an additional \$100.00 for each additional Small Cell Facility.
- (F) Insurance requirements. The Applicant shall maintain general liability insurance coverage in the amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate per occurrence, which names the City as an additional insured and provides for advance notification to the City in the event the policy is cancelled, terminated or not renewed. The Application must be accompanied by a certificate from the insurer evidencing these coverages and, if a Small Cell Permit is issued, the Operator shall produce a certificate evidencing this coverage on the annual anniversary of the issuance of the permit and, from time-to-time, upon the request of the City, in effect in such amounts and for such liability as the City may require or be self-insured pursuant to the terms of this article.
- (G) Review process.
  - (1) Within ten (10) days of receiving an application, the City shall determine and notify the applicant in writing as to:
    - A. Whether the application is complete; or
    - B. If the application is incomplete, the documents and/or information that is missing.
  - (2) The City shall make its final decision to approve or deny the application within forty-five (45) days of the filing of the complete application. This time-frame may be tolled only by agreement of the parties or if, during the course of the review, the City determines that additional documentation or information is required from the applicant, it shall be tolled from the date the applicant is notified through the date the applicant provides the documentation and/or information.
  - (3) The City shall notify the applicant in writing of its final decision, and if the application is denied: (i) Specify the basis for denial; and (ii) Cite specific code provisions from federal, state, or local codes provisions as to why the application was denied.
  - (4) Notwithstanding the initial denial, the applicant may cure any deficiencies identified by the City within thirty (30) days of the denial without paying an additional application fee, provided the City shall approve or deny the revised application within thirty (30) days of receipt of the amended application which shall be limited to the deficiencies specified in the original notice of denial.
  - (5) If the City fails to act upon an application within the applicable time frames, the applicant, after providing written notice to the City that the application period has lapsed, shall receive a written approval notice within ten (10) business days. However, if the City notifies the applicant of its decision in advance of the aforesaid applicant's notice, the City's decision shall stand.
  - (6) An applicant seeking to construct, modify or replace a network of Small Cell Wireless Facilities may, at the applicant's discretion, file a

- consolidated application for up to ten (10) Small Cell Wireless Facilities and receive a single permit for multiple Small Cell Wireless Facilities.
- (7) Appeals to Board of Zoning Appeals. In the event such a permit is denied or conditions are imposed which are not acceptable to the applicant, it shall have the right to appeal the decision by filing a request for such an appeal no later than thirty (30) days from the date of the decision. Notice of and the reasons for denials shall be set forth in writing, mailed to the applicant by first class U.S. mail at the address set forth in its application or it may be hand-delivered to the applicant. Any conditions imposed with respect to the issuance of a Small Cell Permit shall be clearly set forth in the permit of the written document serving as a permit. Delivery of the permit shall be effected in the same manner as notices of denial.

#### Section 25-504. - Design guidelines.

- (A) An Antenna may be installed on streetlight or mast arms mounted on pre-existing poles, including utility and street light poles or other pre-existing exterior support structures, but the installation of taller poles or new overhead wiring to accommodate the Antennae will not be permitted without a special exception approved by the Board of Zoning Appeals. Overall, an Antenna may be installed at least twenty (20) feet from the ground in a residential zone or fifteen (15) feet from the ground in a commercial zone.
- (B) An antenna may not be installed on or within sixty (60) feet of a single-family or two-family dwelling unit.
- (C) Cable connecting the antennae to the equipment box shall be contained inside the pole or Support Structure or shall be flush mounted and covered with a metal, plastic or similar material cap matching the color of the pole or structure on which it is installed, properly secured and maintained by the applicant.
- (A) Related unstaffed equipment cabinets shall have a maximum square footage of ten (10) square feet with a maximum height of two (2) feet, and must be so located and installed in accordance with the applicable setback and other requirements of the zone in which the property is classified.
- (E) An Antenna and equipment box must be installed as a Stealth Small Cell Wireless Facility on a property within a Historic District, and the Historic Preservation Commission must review such an application.
- (F) An Antenna may be located on the exterior of public property or attached to an existing Wireless Support Structure owned or operated by the City. However, the use of any property owned or operated by the City shall be at the discretion of the City Council.
- (G) Antennas shall be located and designed so as to minimize visual impact on surrounding properties and from public streets.
- (H) Sign prohibition. A Small Cell Wireless Facility shall not display a sign unless the sign displays emergency information, owner contact information, warning instructions, safety instructions, or is otherwise required by a federal, state, or local agency. Allowed sign on a Small Cell Wireless Facility shall not exceed one (1) square foot in area.

- (I) Light prohibited. No lights are permitted on any monopole or Antenna unless required by the Federal Communications Commission, the Federal Aviation Administration, or the City.
- (J) No interference with Right-of-Way. Small Cell Facilities and Wireless Support Structures shall be located so as not to: (i) create visual or physical obstructions or other conditions that are hazardous to vehicular and pedestrian traffic, including, but not limited to visual obstruction of traffic signals, signage or sight distances; and (ii) not to interfere with the use of streets, sidewalks alleys, parkways, traffic light poles or other light poles, and other public ways and places.
- (K) Measurement of height/maximum height. The height of any Small Cell Wireless Facility or Wireless Support Structure shall be measured from the lowest point at which such facility or structure touches the ground; provided, that if such facility or structure is attached to a building and does not touch the ground, its height shall be measured from the lowest point at which such structure is attached to the building.
  - (1) New/modified utility poles. Each new or modified utility pole installed in the Right of Way shall not exceed the maximum height requirements of the Zoning Ordinance.
  - (2) New Small Cell Wireless Facilities. New Small Cell Wireless Facilities in the Right-of-Way shall not extend beyond the lesser of the following:
    - A. More than ten (10) feet above an existing utility pole in the Right of Way in place as of the effective date of this section; or
    - B. The height for a new utility pole under subsection (K)(1) of this section; or
    - C. Such greater height as authorized under applicable federal law.
  - (3) Decorative poles. A wireless provider shall be permitted to replace a Decorative Pole when necessary to Collocate a Small Cell Wireless Facility, but any replacement pole shall conform as closely as possible to the design aesthetics of the Decorative Pole being replaced and all costs of replacement shall be borne by the wireless provider, including, reimbursement for the wages and benefits of City employees who were involved in the process.
  - (4) Small Cell Wireless Facilities. All Small Cell Wireless Facilities must adhere to the following height requirements, except if they conflict with federal law, the federal law shall control.
    - A. Existing structure mount. Facilities mounted to an existing structure may not extend higher than ten (10) feet above the existing structure of the height restrictions set forth in subsection (K)(1) of this section, whichever is less

- B. Roof mount. Facilities mounted on a roof shall be stepped back from the front façade to the extent technically feasible in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline;
- C. Side-mount. Facilities which are side-mounted on buildings shall be reasonably camouflaged and shall not extend above the roof line or extend more than two (2) feet from the facade of the building; and
- D. *Miscellaneous*. Except as otherwise provided herein, the maximum height requirements of the Zoning Ordinance shall apply.
- (L) Fencing. A Small Cell Wireless Facility shall not be fenced.
- (M) Design. A Small Cell Wireless Facility shall be installed using stealth technology to the greatest extent practicable including without limitation the following:
  - (1) Reduced visibility. Antenna arrays, cables, and other accessory facilities used for providing the wireless service shall not be obtrusive;
  - (2) Color. The color of the facility shall be compatible with that of the non-tower support structure. All facilities located on buildings, roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the Small Cell Wireless Facility.
  - (3) Accessory facilities. Accessory facilities mounted onto a non-tower support structure shall not project greater than three (3) foot, as measured horizontally, from the surface of the non-tower support structure and shall be painted or screened with materials that are a complementary color as the non-tower support structure. Cables shall travel along the exterior of a non-tower support structure.
- (N) Setbacks. A Small Cell Wireless Facility that is not in the public right-of-way shall comply with the building setback provisions of the zoning district in which the Small Cell Wireless Facility is located. In addition, the following setbacks shall be observed:
  - (1) Street-pole-attached and new non-tower support structures shall adhere to roadway clear zone guidelines when constructed within the Right of Way;
  - (2) Underground vaults or above-ground structures shall comply with the setback requirements of the underlying zoning district; and
  - (3) Freestanding Small Cell Wireless Facilities or equipment enclosures shall not be located between the face of a structure and a public or private street, bikeway, park, or residential development.
- (O) *Traffic signals*. A Small Cell Wireless Facility shall not be attached to a traffic signal or its equipment.
- (P) *Maintenance*. The owner of the Small Cell Wireless Facility shall promptly:
  - (1) Remove all graffiti on the particular owned Small Cell Wireless Facility at the owner's expense;
  - (2) Repair or replace any damaged equipment or poles, if owned by the small cell owner.

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

to a bond include a funds set-aside and a letter of credit. The particular form of any bond, funds set-aside documentation or letter of credit is subject to the approval of the City's attorney.

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

- A. Completion within 180 days. The Collocation or new Wireless Support Structure for which a Small Cell Permit is granted shall be completed within 180 days after issuance of the Small Cell Permit unless the City and the Applicant agree to extend this period. The City will agree to an extension if the delay is caused by (a) makeready work for a City-owned Wireless Support Structure, or (b) the lack of commercial power or backhaul availability at the site, provided that the Operator has made a timely request within sixty (60) days after the issuance of the Small Cell Permit for commercial power or backhaul services. The additional time to complete installation may not exceed a total of 300 days after the issuance of the Small Cell Permit.
- B. Procedure for request for extension of time. In situations when completion will not occur within 180 days after issuance of the Small Cell Permit, the Applicant may request an extension of time. Such extension request must include the length of time being requested and the reason for the delay. The extension request must be filed with the City Administrator.

## Section 25-507. - General provisions.

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

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

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

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

- A. No Liability. The City shall not be liable to the Operator by reason of inconvenience, annoyance or injury to the Small Cell Facilities, Wireless Support Structures, and related ground or pole-mounted equipment or activities conducted by the Operator therefrom, arising from the necessity of repairing any portion of the Right of Way, or from the making of any necessary alteration or improvements in or to any portion of the Right of Way or in or to the City's fixtures, appurtenances or equipment.
- B. Signal Interference Prohibited. In the event an Operator's Small Cell Facility interferes with the public safety radio system, or the City's or State of Maryland's traffic signal system, the Operator shall, at its cost, immediately cooperate with the City to either rule out the Operator as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing. The Operator shall reimburse the City for employee wages and benefits to the extent City employees are involved in issues pertaining to signal interference.

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

- A. Replacement of municipal-owned wireless support structure.
  - (1) When necessary to accommodate Small Cell Facility. The City may require, in response to an application to Collocate a Small Cell Facility on a City-owned Wireless Support Structure, the replacement or modification of the Wireless Support Structure at the Operator's cost if the City determines that replacement or modification is necessary for compliance with construction and safety standards. Such replacement or modification shall conform to the Design Guidelines. The City may retain ownership of the replacement or modified Wireless Support Structure.
  - (2) Accommodation of reservation of space for future public safety or transportation uses. If the City has reserved space for future public safety or transportation uses on the City-owned Wireless Support Structure, the replacement or modification must accommodate the future use.
- B. Removal or relocation required for City project.
  - (1) The Operator shall remove and relocate the permitted Small Cell Facility and/or Wireless Support Structure at the Operator's sole expense to accommodate construction of a public improvement project by the City.
  - (2) If an Operator fails to remove or relocate the Small Cell Facility and/or Wireless Support Structure or portion thereof as requested by the City within 120 days of the City's notice, then the City shall be entitled to remove the Small Cell Facility and/or Wireless Support Structure, or portion

- thereof at the Operator's sole cost and expense, without further notice to the Operator.
- (3) The Operator shall, within thirty (30) days following the issuance of an invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Small Cell Facilities and/or Wireless Support Structure, or portion thereof. The Operator shall be liable for the City's collection costs, including but not limited to, reasonable attorneys' fees, court costs and litigation expenses.
- C. Removal required by City for safety and imminent danger reasons.
  - (1) An Operator shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Small Cell Facility and/or Wireless Support Structure within the time frame and in the manner required by the City if the City reasonably determines that the disconnection, removal, or relocation of any part of a Small Cell Facility and/or Wireless Support Structure (a) is necessary to protect public property or the public health, safety or welfare, or (b) the Operator fails to obtain all applicable licenses, permits, and certifications required by law for its Small Cell Facility and/or Wireless Support Structure.
  - (2) If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Small Cell Facility and/or Wireless Support Structure at the Operator's sole cost and expense.
- D. Removal/abandonment of facilities.
  - (1) An Operator shall remove Small Cell Facilities and/or Wireless Support Structures when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of sixty (60) days of the Small Cell Facility and/or Wireless Support Structure being Abandoned, or within sixty (60) days of receipt of written notice from the City. When an Operator abandons permanent structures in the Right of Way, the Operator shall notify the City in writing of such Abandonment and the location and description of each Small Cell Facility and/or Wireless Support Structure Abandoned. Prior to removal, the Operator must make application to the City and receive approval for such removal. The City may require the Operator to complete remedial measures necessary for public safety and the integrity of the Right of Way.
  - The City may, at its option, allow a Wireless Support Structure to remain in the Right of Way and coordinate with the owner to transfer ownership of such Wireless Support Structure to the City, instead of requiring the owner and/or Operator to remove such Wireless Support Structure.
- E. Restoration. An Operator shall repair any damage to the Right of Way, any facilities located within the Right of Way, and/or the property of any third party resulting from the Operator's removal or relocation activities (or any other of Operator's activities hereunder) within ten (10) calendar days following the date

of such removal or relocation, at the Operator's sole cost and expense. Restoration of the Right of Way and such property must be to substantially the same condition as it was immediately before the date Operator was granted a Small Cell Permit for the applicable location, or did the work at such location (even if Operator did not first obtain a Small Cell Permit). This includes, but is not limited to, restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration and replacement shall be in accordance with any City standards and subject to its the sole reasonable approval.

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

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

## Sec. 25-512. – Penalty.

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

## **Item Attachment Documents:**

Order 26,542 - authorizing the Chief of Police to accept a FY19 Bureau of Justice Assistance Award in the amount of \$5,136.39, requiring a 50% match from the City, for the replacement of outdated body armor vests

## - ORDER -

of the

# Mayor and City Council of Cumberland MARYLAND

ORDER NO. <u>26,542</u> DATE: <u>October 15, 2019</u>

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

THAT, the Chief of Police be and is hereby authorized to accept a Bureau of Justice Assistance (BJA) award made available under the FY19 Bulletproof Vest Partnership (BVP) solicitation in the amount of Five Thousand, One Hundred Thirty-six Dollars and Thirty-nine Cents (\$5,136.39), requiring a City of Cumberland match of 50%, for the replacement of outdated body armor vests.

Mayor Raymond M. Morriss



#### Julie Wilhelm < iulie.wilhelm@cumberlandmd.gov>

## Fwd: Bulletproof Vest Partnership 2019 Award Announcement

1 message

---- Forwarded message ---

From: BVP Email Account <ojp@public.govdelivery.com>

Date: Tue, Sep 24, 2019 at 10:53 AM

Subject: Bulletproof Vest Partnership 2019 Award Announcement

To: <chuck.ternent@cumberlandmd.gov>

#### Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2019 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2019 BVP awards is available at: https://ojp.gov/bvpbasi/.

The FY 2019 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2019. The deadline to request payments from the FY 2019 award is August 31, 2021, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx

Stab Resistant Vests: https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx

As a reminder, all jurisdictions that applied for FY 2019 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: https://ojp.gov/bvpbasi/ bypprogramresources.htm.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

**BVP Program Support Team** 

**Bureau of Justice Assistance** 

## **Council Agenda Summary**

Meeting Date: October 15, 2019

**Agenda Item Number:** FY19Bulletproof Vest Partnership Grant

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

#### Item Title:

FY19 Bulletproof Vest Partnership Grant

## Summary:

Authorize the Chief of Police to accept a FY19 Bureau of Justice Assistance award in the amount of \$5,136.39 requiring a 50% match from the City for the replacement of outdated body armor vests.

#### **Issues and Considerations:**

## Enter Text Here

Fiscal Impact:				
Is this item budgeted? □ Yes □ No				
Budget:	Enter Text Here			
Value of award:	\$5,136.39			
If item is not budgeted, does the budget need to be appropriated?   Yes   No				
Is there grant funding being used? X Yes □ No				
If grant funding is being used, does it require a City match? X Yes $\ \square$ No				
Match provisions: 50%				
Is this a sole source purchase?   Yes   No (If so, attach department recommendation and approval from City Administrator.)				

#### **Item Attachment Documents:**

Order 26,543- authorizing the Chief of Police to accept a FY19 Edward Byrne Memorial Justice Assistance Grant (BJAG) in the amount of \$12,278.00 for the purchase of additional less-lethal equipment in the form of tasers or conducted electrical weapons, to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office

- Order -

of the

**Mayor and City Council of Cumberland** 

MARYLAND

ORDER NO. <u>26,543</u>

**DATE:** October 15, 2019

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

THAT the Chief of Police be and is hereby authorized to accept a FY19 Edward

Byrne Memorial Justice Assistance Grant (BJAG) in the amount of Twelve Thousand,

Two Hundred Seventy-eight Dollars and No Cents (\$12,278.00) for the purchase of

additional less-lethal equipment in the form of Tasers or conducted electrical weapons to

be utilized by the Cumberland Police Department and the Allegany County Sheriff's

Office.

Raymond M. Morriss, Mayor

Award No. 2019-DJ-BX-0159



#### U.S. Department of Justice

#### Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 25, 2019

Chief Charles Hinnant City of Cumberland 57 N. Liberty Street PO Box 1702 Cumberland, MD 21501-1702

Dear Chief Hinnant:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$12,278 for City of Cumberland.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Shaketta Cunningham, Program Manager at (202) 514-4493; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Katharine T. Sullivan

Principal Deputy Assistant Attorney General

**Enclosures** 



#### U.S. Department of Justice

Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 25, 2019

Chief Charles Hinnant City of Cumberland 57 N. Liberty Street PO Box 1702 Cumberland, MD 21501-1702

Dear Chief Hinnant:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston

Director

cc: Grant Manager Financial Analyst

Minn 2. alsp

	U.S. Departs Office of Jus Bureau of	stice Progr	ams	ce	Grant		PAGE	1 OF 30	
1. RECIPIENT NAM	E AND ADDRES	SS (Including	Zip Code)		4. AWARD NUMBER: 2019-DJ-BX	-0159			
City of Cumberland				5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020					
				6. AWARD DATE 09/25/2019 7. ACTION					
526000786					8. SUPPLEMENT NUMBER 00	Initial			
2b. GRANTEE DUN 010095024	2b. GRANTEE DUNS NO.			9. PREVIOUS AWARD AMOUNT			\$ 0		
3. PROJECT TITLE JAG FY19 Less Lethal Project			10. AMOUNT OF THIS AWARD	\$ 12,278					
37101117120331	icanar i Toject				11. TOTAL AWARD \$ 12,278			278	
12. SPECIAL CONDITIONS  THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).									
13. STATUTORY AUTHORITY FOR GRANT  This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).									
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)  16.738 - Edward Byrne Memorial Justice Assistance Grant Program									
15. METHOD OF PA				<b>5</b>					
	AGENCY	APPROVAL	FETT		GRANTE	E ACCEPTAI	NCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL						FFICIAL			
Katharine T. Sullivan Principal Deputy Assistant Attorney General				Charles Hinnant Chief of Police					
17. SIGNATURE OF APPROVING OFFICIAL			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			19A. DATE			
AGENCY USE ONLY									
20. ACCOUNTING FISCAL FUND YEAR CODE X B	CLASSIFICATION BUD. ACT. OFC. DJ 80	DIV. REG.	SUB. POMS	AMOUNT	21. UDJUGT1403				
, b	23 00			1221					

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.



## U.S. Department of Justice Office of Justice Programs

Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

#### Grant

PROJECT NUMBER					
	PAGE	1	OF	1	
2019-DJ-BX-0159	17102	•	<b>J</b> 1	•	

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

2. PROJECT DIRECTOR (Name, address & telephone number) 1. STAFF CONTACT (Name & telephone number) Shaketta Cunningham Chuck Ternent (202) 514-4493 Capt. 57 N. Liberty Street PO Box 1702 Cumberland, MD 21501-1702 (301) 759-6475 3b. POMS CODE (SEE INSTRUCTIONS 3a. TITLE OF THE PROGRAM ON REVERSE) BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 4. TITLE OF PROJECT JAG FY19 Less Lethal Project 5. NAME & ADDRESS OF GRANTEE 6. NAME & ADRESS OF SUBGRANTEE City of Cumberland 57 N. Liberty Street PO Box 1702 Cumberland, MD 21501-1702 7. PROGRAM PERIOD 8. BUDGET PERIOD FROM: 10/01/2018 TO: 09/30/2020 FROM: 10/01/2018 TO: 09/30/2020 9. AMOUNT OF AWARD 10. DATE OF AWARD \$ 12,278 09/25/2019 11. SECOND YEAR'S BUDGET 12. SECOND YEAR'S BUDGET AMOUNT 13. THIRD YEAR'S BUDGET PERIOD 14. THIRD YEAR'S BUDGET AMOUNT

#### 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

## **Council Agenda Summary**

Meeting Date: October 15, 2019

**Agenda Item Number:** FY19 Edward Byrne Memorial Justice Assistance

Grant (BJAG)

Key Staff Contact: Captain Chuck Ternent/Chief Charles Hinnant

## Item Title:

FY19 Edward Byrne Memorial Justice Assistance Grant (BJAG)

## Summary:

Authorize the Chief of Police to accept a FY19 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$12,278 to be used to purchase additional less lethal equipment in the form of tasers or conducted electrical weapons to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office

## **Issues and Considerations:**

#### Enter Text Here

Fiscal Impact:				
Is this item budgeted? □ Yes □ No				
Budget:	Enter Text Here			
Value of award:	ard: \$12,278			
If item is not budgeted, does the budget need to be appropriated?   Yes   No				
Is there grant funding being used? X Yes □ No				
If grant funding is being used, does it require a City match? □ Yes X No				
Match provisions:	Enter Text Here			
Is this a sole source purchase?   Yes   No (If so, attach department recommendation and approval				
from City Administrator.)				

#### **Item Attachment Documents:**

Order 26,544 - accepting the Final Design and Bidding Services-60% to Bid Ready Agreement with Whitman, Requardt and Associates, LLP for City Project 78" Pipeline From Mill Race to CSO Storage Facility (19-16-S) in the amount of \$947,527.00 to include additional coordination, permitting, field investigation, and finalization of plans and specs through bid ready

- Order -

**Mayor and City Council of Cumberland** 

ORDER NO. <u>26,544</u>

**DATE:** October 15, 2019

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

THAT, the Engineering Services Agreement from Whitman, Requardt &

Associates, 801 South Caroline Street, Baltimore, Maryland, 21231, to provide 60% Final

Design and Bidding Services to Bid Ready for City Project "78-inch Pipeline from Mill

Race to the CSO Storage Facility at the WWTP" (19-16-S) to include additional

coordination, permitting, field investigation and finalization of plans and specifications,

in the estimated contract price of Nine Hundred Forty-seven Thousand, Five Hundred

Twenty-seven Dollars and No Cents (\$947,527.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Source of Funding: 003.399.SS2.63000

#### **ENGINEERING SERVICES AGREEMENT**

#### **BETWEEN**

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

#### **AND**

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

#### **FOR**

CITY OF CUMBERLAND, MD
78-INCH CSO PIPELINE FROM MILL RACE TO CSO STORAGE FACILITY AT THE
WASTEWATER TREATMENT PLANT (WWTP)
CITY PROJECT NO. 19-16-S

FINAL DESIGN SERVICES
60% DESIGN TO BID READY, AND BIDDING SERVICES

**SEPTEMBER 2019** 

## **ENGINEERING SERVICES AGREEMENT**

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

The engineering services to be performed under the terms of this AGREEMENT are engineering services for the City of Cumberland, MD Final Design Services for 78-Inch CSO Pipeline from Mill Race To CSO Storage Facility at the WWTP, City Project No. 19-16-S.

## **SECTION 1 - SCOPE OF WORK**

#### 1.1 SCOPE OF WORK

The scope of work is as defined in Attachment "A", Final Design Services for 78-Inch CSO Pipeline from Mill Race to CSO Storage Facility at the WWTP dated September 23, 2019, hereby made part of this AGREEMENT as an incorporated document as defined in Section 6 of this AGREEMENT.

#### 1.2 SCHEDULE

It is anticipated that the services shall be started on October 1, 2019. The schedule shall be as stipulated in Attachment "A", Final Design Services for 78-Inch CSO Pipeline from Mill Race to CSO Storage Facility at the WWTP dated September 23, 2019, adjusted for the actual date of the notice to proceed given by the OWNER.

#### 1.3 DURATION

It is anticipated that all the services associated with the design and bidding phase services described herein will be completed by November 3, 2020 adjusted for the actual date of the notice to proceed given by the OWNER.

## **SECTION 2 - COMPENSATION AND PAYMENT**

## 2.1 Method of Payment for Services

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

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

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

## 2.2 Payment Limits

2.2.1 Payment to the Engineer for all services rendered in accordance with this AGREEMENT (including reimbursable expenses) shall not exceed \$947,527.00 for services as detailed in Attachment "A", Final Design Services for 78-Inch CSO Pipeline from Mill Race to CSO Storage Facility at the WWTP dated September 23, 2019.

#### 2.3 General

- 2.3.1 If the AGREEMENT is terminated through no fault of the ENGINEER during any phase of basic services, the ENGINEER shall be compensated on the basis of billing charges, and shall be paid for services rendered to the date of termination.
- 2.3.2 In the event of such termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

#### 2.4 Access and Audit

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

#### **SECTION 3 - GENERAL CONSIDERATIONS**

#### 3.1 Responsibility of Engineer

- 3.1.1 In performing professional services described in this AGREEMENT, the ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.
- 3.1.2 The ENGINEER will employ registered professional engineers, duly licensed in the State of Maryland, in responsible charge of the work covered by the AGREEMENT.

3.1.3 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award and making of this AGREEMENT.

### 3.2 Responsibility of the OWNER

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

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

- G. Acquire the permits as required, including the CSX permit and the National Park Services special use permit, if required.
- Provide final copies of documents prepared by others for construction purposes.
- I. Give prompt written notice to ENGINEER whenever OWNER becomes aware of any defect in the project.
- J. Legal services and advice on the project.
- K. Payment for advertisement and bidding.

#### 3.3 Termination

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

#### 3.4 Due Care

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

#### 3.5 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of probable construction

costs provided for herein are to be made on the basis of his experience and qualifications. The ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction costs.

#### 3.6 Indemnification and Insurance

#### 3.6.1 Indemnification

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

#### 3.6.2 Insurance

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

#### 3.7 Successors and Assigns

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

#### 3.8 Records

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

#### 3.9 Reports and Information

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

#### **SECTION 4 - SPECIAL REQUIREMENTS**

#### 4.1 Discrimination

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

#### 4.2 Findings Confidential

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

#### 4.3 Reuse of Documents

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

#### 4.4 Subcontractors

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

#### 4.5 Notices

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

#### The OWNER:

Mr. Robert Smith, P.E., City Engineer

City of Cumberland

57 N. Liberty St.

Cumberland, MD 21501-1702

#### The ENGINEER:

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

Whitman, Requardt and Associates, LLP

801 S. Caroline St.

Baltimore, Maryland 21231

#### 4.6 Independent Contractor

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

#### 4.7 Oral Modifications

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

#### **SECTION 5 - JURISDICTION**

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

#### **SECTION 6 – INCORPORATED DOCUMENTS**

- 6.1 This AGREEMENT incorporates the following appendices:
  - 6.1.1 Attachment "A": Final Design Services for 78-Inch CSO Pipeline from Mill Race to CSO Storage Facility at the WWTP dated September 23, 2019
  - 6.1.2 Attachment "B": WRA Multiplier Breakdown for this Project

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

Signed, Sealed and Delivered In the presence of:

	OWNER THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD
ATTEST	
By:	By: Raymond M. Morriss, Mayor
	Date:
	<b>ENGINEER</b> WHITMAN, REQUARDT AND ASSOCIATES, LLP
ATTEST	
By Kathen McCla	By: Dennis J. Hasson, P.E., BCEE, Partner
	Date: 11219



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450	PHONE (A/C, No, Ext): 443-798-7499 FAX (A/C, No): 443-798	8-7290
Hunt Valley MD 21031-8622	ADDRESS: BW2.BSD.Certs@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Continental Casualty Company	20443
NSURED 37718	INSURER B: Zurich American Insurance Company	16535
Whitman Requardt and Associates, LLP 801 S. Caroline St.	INSURER C: Travelers Property Casualty Co of America	25674
Baltimore MD 21231	INSURER D:	
	INSURER E:	
	INSURER F:	

#### COVERAGES CERTIFICATE NUMBER: 155632970 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	XCLUSIONS AND CONDITIONS OF		-					
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILIT			GLO945978905	11/1/2018	11/1/2019	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 300.000
	CLAIMS-MADE 11 OCCO						PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY			BAP945979205	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULI AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWN AUTOS ON						PROPERTY DAMAGE (Per accident)	\$
							,	\$
С	X UMBRELLA LIAB X OCCUI			ZUP15T1321018NF	11/1/2018	11/1/2019	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIM	MADE					AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 0							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC945979105	11/1/2018	11/1/2019	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N N N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Α	Professional Liability Claims Made			AEH288356321	7/28/2019	7/28/2020	Per Occurrence Aggregate	\$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Project No. 19-16-S - 78-Inch CSO Pipeline From Mill Race to CSO Storage Facility at the WWTP

The Certificate Holder is included as Additional Insured under General Liability. The certificate holder will receive 30 days' notice of cancellation for any reason except non-payment of premium on the General Liability, Auto Liability and Workers Compensation Policies as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
--------------------	--------------

Mayor and City Council of Cumberland, Maryland 57 N. Liberty St.
Engineering Department
Cumberland MD 21501-1702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hami Dund

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# **SCOPE OF WORK**

Final Design Services - 78-Inch CSO Pipeline from Mill Race to CSO Storage Facility at the WWTP dated September 23, 2018

Whitman, Requardt and Associates, LLP



#### **SCOPE OF WORK**

# FINAL DESIGN SERVICES FOR 78-INCH CSO PIPELINE FROM MILL RACE TO CSO STORAGE FACILITY AT THE WWTP

#### **CITY PROJECT NO. 19-16-S**

#### **SEPTEMBER 23, 2019**

The scope of work described herein includes the Final Design of approximately 14,000 linear feet of 78-inch Combined Sewer Overflow (CSO) pipeline from Mill Race to the CSO storage facility. Preliminary design efforts (which are currently underway) include National Park Service (NPS) Coordination, permitting and field investigations, and development of preliminary (30%) design drawings. Final Design will include additional coordination and permitting, additional field investigations, and finalization of plans and specifications through intermediate submissions (60%, 90% and Bid-ready).

Associated with the CSO pipeline will be four junction structures and associated tunnels, as well as a penetration into the CSO storage facility. The current alignment is currently anticipated to be as indicated in red on the following figure, which includes approximately 6,200 linear feet within the C&O Canal, with the associated continued coordination with the National Park Service (NPS). This alignment may change based on field information gathered during Preliminary Design, as well as discussions with property owners along the alignment.



Our scope of work for this phase of the project includes the following:

#### Task I. National Park Service Coordination

Addition coordination will be required with the National Park Service for various work items included in the Final Design. The Project Manager shall perform the following for coordination with the National Park Service.

#### 1. Coordination with Subconsultants and National Park Service.

Attend one coordination meeting with subcontractors and NPS and issue meeting minutes for general coordination. One meeting including NPS and all sub-consultants requiring access to the C&O Canal is assumed. NPS coordination includes:

- Special Use Permit (SUP) for access to C&O Canal NHP for additional field investigations (geotechnical borings, utility designation).
- Special Use Permit for construction of the CSO Pipeline.

Coordination with subconsultants includes the SUP for NPS access above, as well as coordination with the City for access onto private properties along the alignment.

#### 2. NEPA Coordination

Performed by team as part of Preliminary Design.

#### Task II. Environmental Assessment and Section 106 Compliance

1. Archaeological Investigations were performed by Suzanne Trussell / Cultural Resources during Preliminary Design. However, a large archeological site was discovered during Phase I investigations, and given the size and number of artifacts recovered, additional days of fieldwork and laboratory processing of artifacts are necessary.

#### 2. Environmental Assessment

Performed by Smith Planning and Design, LLC (S&S) during Preliminary Design.

#### Task III. Surveys

#### 1. Topographical Surveys

Performed by Coughenour Surveying during Preliminary Design.

#### 2. Easement Plats

To be performed by Coughenour Surveying during Preliminary Design.

#### Task IV. Subsurface Investigations

#### 1. Geotechnical Investigation

A geotechnical study required for the design will be performed by our WBE Subconsultant, **Robert B. Balter Company**. Robert B. Balter Company has assisted us on several City of Cumberland projects,



including the Wastewater Treatment Plant ENR Upgrades and CSO Storage Facility. Thirty-two (32) Standard Penetration Test (SPT) borings are assumed in the project area, drilled to a maximum depth of 30 feet. The borings are assumed to extend to rock at a depth of approximately 15 to 25 feet for a total 640 vertical feet of SPT borings. The remaining 5 to 10 feet of bedrock is assumed, with a total of 320 vertical feet of rock coring. All boring holes will be grouted with cuttings and grout.

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

The following additional assumptions were made in developing costs for the subsurface exploration:

- All work will be completed by ATV vehicle.
- The C&O towpath will be used to access borings along the alignment.
- Only minor hand clearing will be required to access boring locations.
- Any damage to the gravel covered C&O Canal towpath will be repaired and is assumed to be limited to minor raking and leveling of gravel, with supplemental gravel provided as needed.
- All utility clearances are limited to Miss Utility notification.

#### 2. Utility Designation and Test Pits

Test pits were performed by AB Consultants, Inc. during Preliminary Design. However, due to rock, and unanticipated soil conditions, in several instances the target utilities were not located. Therefore, Utility Designation has been included with this phase of the design, followed by additional utility test pits once the crossing utilities are more accurately located.

#### Task V. Preparation of Intermediate Design Documents

Intermediate Pipeline Design shall include design components, up to the 60 percent design level, associated with the 14,000 linear foot alignment including geotechnical, structural, civil, and mechanical components. All structural work associated with the <u>junction structures</u> will be performed by our WBE sub-consultant **Hunt Engineering**. Structural work associated with the <u>penetration</u> into the new CSO Storage Facility will be performed by our WBE sub-consultant **Carroll Engineering**, as they were involved with that project and are familiar with the structural design. The contract drawings and specifications will be prepared in accordance with City and WRA standards for bidding and construction. The following items will be considered in the design:

- Four junction structures, two at major connection points (Old Town Road and Elizabeth Street) and two at the CSO Storage Facility. Screening is required at the final junction structure prior to flow entering the CSO Storage Facility.
- Penetration of CSO Storage Facility with 78-inch pipe.
- Connection to existing 78-inch pipe at existing MH #9 at Mill Race Screening Facility.
- 14,000 +/- linear feet of 78-inch CSO pipeline.
- 14,000 +/- linear feet of 8-inch water main parallel to the 78-inch CSO pipeline, with a fire hydrant at each access manhole and junction structure for flushing.
- 700 +/- linear feet of overflow piping from Junction Structure #1 to ex. 60-inch plant overflow, including a new junction manhole.
- Fourteen Access Manholes on 78-inch pipe (one every 1,000 linear feet)
- Four tunneled crossings along the alignment.
- Three significant utility relocations or avoidance (Storm Drains or others).
- Open cut crossing of the C&O Canal prism in two locations along with associated restoration design.



No corrosion control studies are assumed to be required. Six copies of plans and specs (where appropriate) will be provided for each submittal. Specific Items for Task V include:

#### 1. Initial (30 Percent) Submittal

Performed during Preliminary Design.

#### 2. Intermediate (60 Percent) Submittal

Contract documents shall be submitted at the Intermediate submittal for review and checking. The Intermediate submittal will include incorporation of comments from the Preliminary Design submittal as well as refined plans and profiles, preliminary plans for all junction structures and manholes, Specifications Table of Contents indicating all Specification Sections to be developed, and a construction cost estimate. All submissions will be electronic.

Monthly status reports will be provided and a project schedule updated before and after the submission, to illustrate the remaining tasks and milestones. Up to three (3) progress and/or coordination meetings will be included in this task.

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

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

#### Task VI. Preparation of Final Design Documents

The Final Pipeline Design shall include design components, up to bid ready design level, for the design as described in Task V. Specific Items for Task VI include:

#### 1. Final (95 Percent) Submittal

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

The final submittal will include a construction cost estimate and draft specifications.

Monthly status reports will be provided, and a project schedule updated before and after the submission, to illustrate the remaining tasks and milestones. Up to two (2) progress and/or coordination meetings will be included in this task.

This task will include a quality control review of the submittal to verify that it is coordinated, complete, and in compliance with requisite standards and prior review comments (if any).

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

#### 2. Bid-Ready Documents

Bid-ready documents shall address City and regulatory agency comments and shall be in a state suitable for advertising as construction contract drawings.

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

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



#### Task VII. Permitting

Permits and approvals for this project will be required from a number of local, state, and federal agencies. The permitting requirements are listed below. Any fees associated with the permits, agreements, etc. are not included in this scope and are assumed to be paid by the City of Cumberland. Permits associated with items 5, 6 and 8 are being performed by a WBE firm local to the City of Cumberland, **Smith Planning and Design, LLC** (S&S) as part of the Preliminary Design. Task 7 will be performed by S&S as part of Final Design.

It is assumed that forest conservation services (FSD & FCP), functional habitat assessment, RT&E species surveys, stream geomorphology analysis, mitigation design, hydrogeological studies, water quality and/or well monitoring are not required for this project.

#### 1. National Park Service and Environmental Assessment

See previous Tasks I and II.

#### 2. Maryland Department of the Environment Construction Permit

A construction permit will be required for the project.

#### 3. Erosion and Sediment Erosion Permit

Allegany County approvals of erosion and sediment control measures will be required.

#### 4. NPDES Permit

For projects impacting more than 1 acre of land disturbance, a Notice of Intent (NOI) submission to the MDE will be required for compliance with the MDE Construction General Permit.

#### 5. Endangered Species Act of 1973- Section 7 Consultation

Performed by S&S during Preliminary Design.

#### 6. MDE Waterway Permit/ Army Corps of Engineers

Performed by S&S during Preliminary Design.

# 7. MDE Water Appropriation and Use Permit, Groundwater Discharge Permit, and Stormwater Discharge Permit

The water appropriation and use permit may be required if more than 10,000 gallons of water a day will be withdrawn from surface or underground waters. Similarly, groundwater discharge permits and stormwater discharge permits may be required for discharge of water associated with dewatering.

#### 8. Federal Aviation Administration

Will be performed by S&S during Preliminary Design.

#### Task VIII. Advertise/Bidding Services



#### 1. Reproduce Contract Documents for Bidding

WRA will assist the City in reproduction of documents for bidding.

#### 2. Attend Pre-Bid Meeting

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

#### 3. Prepare Addenda

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

#### 4. Maintain Bidders List

WRA shall maintain a bidders list.

#### 5. Review Bids and Make Recommendation

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



### **FEE SUMMARY**

The following is a summary of our fee as based on the final design the 78" CSO pipeline from Mill Race to CSO Storage:

		Contract Amount	% of Contract
Whitman, Requardt, and A	ssociates, LLP	\$ 653,027	
Subconsultants:			
Smith Planning and Desig	n	\$ 10,000	1.0%
A/B Consultants, Inc.		\$ 65,000	6.8%
	MBE Participation	\$ 75,000	
Robert B. Balter Co.		\$ 170,000	18%
Hunt Engineering		\$ 30,000	3.2%
Carroll Engineering		\$ 15,000	1.6%
	WBE Participation	\$ 215,000	
MBE/WBE Subtotal		\$ 290,000	30.6%
Cultural Resources		\$ 4,500	0.5%
TOTAL		\$ 947,527	

#### **SCHEDULE**

We are prepared to initiate this work immediately upon the City's notice to proceed. The fee for this proposal is based on the attached project schedule.



	MANHOUR ESTIMATE AND PROPOSAL																				100% - 2 9/25/2019 WFH/MB/PAC	
CASK	CLIENT:City of Cumberland  PROJECT DESCRIPTION: 78-inch CSO Pipeline Mill Race to CSO Storage Storage Facility at the WWTP - Final Design Services		Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer /	Geotech. Assoc/ Proj. Engr.	Geotech Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct, Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	SCADA Assoc./ Engineer	SCADA Designer/ CADD	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES	Subcontractor hours Subcontractor Payroll	Subcontractor Expenses
	Use Labor Cost Rates for year:	2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L Legend)		S,or L Leg
ASK I	National Park Service Coordination																		0			-
1	Coordination with Subconsultants and NPS for access		12	16	8	4										4			44	T \$200		-
2	NEPA Coordination	<u>i</u>	Perform	ed Unde	<mark>r Prelim</mark>	inary De	sign by	S&S											0			=
			-																			-
	SUBTOT	ALS =	12	16	8	4	0	0	0	0	0	0	0	0	0	4	0	0	44	\$200	Subcontractor Total	\$0
	SUB-TOTAL DOLL	ARS =	\$2,333	\$2,945	\$1,118	\$410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$544	\$0	\$0	\$7,350		Profit on Sub	0.0%
				28	Civil	\$4,473	0	Geotech	0	Structural	\$0	0	Mech.	0	\$0	4	Envir.	\$544		-	WR&A Total	\$7,550
		_	·	·					·												TASK I TOTAL	\$7,550

																		T, R,E	(See		T, R,E	(See
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L	Legend)		S,or L	Legend)
TASK II Environmental Assessment and Section 106 Compliance																					-	\$
1 Phase 1A (additional field work)	4	4															8	-		\$4,500	-	\$
2 Phase 1B	<b>Perforn</b>	ned Und	er Prelir	ninary De	esign by	Cultural	Resour	ces									0	-			_	\$
3 Environmental Assessment	<b>Perforn</b>	ned Und	ler Prelir	ninary De	esign by	S&S											0				-	\$
SUBTOTALS =	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8		\$0 S	ibcontractor Total	\$	4,500
SUB-TOTAL DOLLARS =	\$778	\$736	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,514			Profit on Sub		0.0%
		4	Civil	\$736	0	Geotech	0	Structural	\$0	0	Mech.	0	\$0	0	Envir.	\$0				WR&A Total	\$	1,514
		·								·							•		T.	SK II TOTAL	\$6	6,014

																		T, R,E	(See			T, R,E	(See
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L	Legend)			S,or L	Legend)
TASK III Topographic Surveys																						-	\$
1 Topographical Surveys	<b>Perform</b>	ned Unde	r Prelim	inary De	esign by	Cougher	our Su	rveying									0	-				-	
2 Easement Plats		ned Unde															0	-				-	
SUBTOTALS =	: 0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0	Subcon	itractor Total	\$	80
SUB-TOTAL DOLLARS	= \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			Proj	fit on Sub	0.0	)%
		0	Civil	\$0	0	Geotech	0	Structural	\$0	0	Mech.	0	\$0	0	Envir.	\$0				WR	&A Total	\$	0
																	-	E = E		TASK	III TOTAL	\$	0

																		T, R,E	(See		T, R,E	(See
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L	Legend)		S,or L	Legend)
TASK IV Subsurface Investigations																					-	
1 Geotechnical Investigation	4	8	4	2	40	80											138	T	\$1,900	Geotech \$170,000	-	
2 Utility Designation and Test Pits	4	4			4												12			SUE \$65,000	-	
SUBTOTALS =	8	12	4	2	44	80	0	0	0	0	0	0	0	0	0	0	150	\$	1,900	Subcontractor Total	\$235,0	000
SUB-TOTAL DOLLARS =	\$1,555	\$2,209	\$559	\$205	\$8,554	\$11,528	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,609			Profit on Sub	0.09	%
		18	Civil	\$2,973	124	Geotech	0	Structural	\$0	0	Mech.	0	\$0	0	Envir.	\$0		<del></del>		WR&A Total	\$26,50	09
																	•			TASK IV TOTAL	\$261,5	509

			REVISION	100% - 2
	MANHOUR ESTIMATE AND PROPOSAL			9/25/2019 WFH/MB/PAC
	CLIENT:City of Cumberland	ager ager ager ager ager ager ager ager	83	10 10 10 10 10 10 10 10 10 10 10 10 10 1
TASK	PROJECT DESCRIPTION: 78-inch CSO Pipeline Mill Race to CSO Storage Storage Facility at the WWTP - Final Design	ject Mam ject Mam ject Mam vil Engin (ADD Designer) CADD (ADD Designer) CADD (CADD (	WR&A	hours hours hours beoutrac Payroll boutrac Expense
	Services	Pro   Ch   Pro   Ch   Pro   Ch   Pro   Ch   Pro   Ch   Ch   Ch   Ch   Ch   Ch   Ch   C	Щ.	No. No. No.

																		T, R,E	(See			T, R,E	(See
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L	Legend)			S,or L	Legend)
TASK V Preparation of Intermediate Design Documents																						-	\$
1 Initial (30 Percent) Submittal	<b>Perform</b>	ed Unde	r Prelim	inary De	sign												0	R				-	\$
2 Intermediate (60 Percent) Submittal	80	350	450	450	80	60		40		40	120	20	80				1770	R, T	\$500	Struct	\$20,000	-	\$
																						-	\$
SUBTOTALS =	80	350	450	450	80	60	0	40	0	40	120	20	80	0	0	0	1770	\$3	500	Subco	ntractor Total	\$20	),000
SUB-TOTAL DOLLARS =	\$15,552	\$64,425	\$62,876	\$46,091	\$15,552	\$8,646	\$0	\$6,731	\$0	\$7,625	\$17,015	\$3,754	\$8,554	\$0	\$0	\$0	\$256,822			Pr	ofit on Sub	0.	0%
		1250	Civil	\$173,393	140	Geotech	40	Structural	\$6,731	160	Mech.	100	\$8,554	0	Envir.	\$0				W	R&A Total	\$257	7,322
																	•			TASI	K V TOTAL	\$27	7,322

																		T, R,E	(See			T, R,E	(See
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L	Legend)			S,or L	Legend)
TASK VI Preparation of Final Design Documents																						-	\$
1 Final (95 Percent) Submittal	80	300	400	300	20	80		40		40	80	20	40				1400	R, T	\$400	Struct	\$15,000	-	\$
2 Bid-Ready Documents	60	100	200	200	8	20		20		20	40	8	20				696	R, T	\$1,200	Struct	\$10,000	-	\$
																						-	\$
SUBTOTALS =	140	400	600	500	28	100	0	60	0	60	120	28	60	0	0	0	2096	\$1	1,600	Subco	ontractor Total	\$2	5,000
SUB-TOTAL DOLLARS =	\$27,216	\$73,629	\$83,835	\$51,212	\$5,443	\$14,410	\$0	\$10,097	\$0	\$11,438	\$17,015	\$5,256	\$6,415	\$0	\$0	\$0	\$305,966			Pr	ofit on Sub	0	.0%
		1500	Civil	\$208,676	128	Geotech	60	Structural	\$10,097	180	Mech.	88	\$6,415	0	Envir.	\$0				W	R&A Total	\$30	7,566
		•		•	•	•	•		•	•			•	•		•	_			TASK	VI TOTAL	\$33	2,566

																		T, R,E	(See		T, R,E	(See
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		S,or L	Legend)		S,or L	Legend)
TASK VII Permitting																					-	\$
1 MDE Construction Permit		24		8													32	R	\$500		-	\$
2 Erosion and Sediment Control Permit		8		8													16	-	\$		-	\$
3 NPDES Permit		24	8	8													40	R	\$500		-	\$
4 MHT & RTE Species Habitat	MHT & RTE Species Habitat  Performed Under Preliminary Design by S&S  Performed Under Preliminary Design by S&S												0	-	\$		-	\$				
5 MDE Waterways Permit/ACOE	<b>Perform</b>	ied Unde	r Prelim	inary De	sign by	S&S											0	-	\$		-	\$
6 MDE Water Appropriation and Use Permit		4		8										2			14	R	\$100	Env \$10,000	-	\$
7 FAA Permit	<b>Perform</b>	<mark>ied Unde</mark>	r Prelim	iinary De	sign by	S&S											0	-	\$		-	\$
																					-	\$
SUBTOTALS =	0	60	8	32	0	0	0	0	0	0	0	0	0	2	0	0	102	\$.	1,100	Subcontractor Total	\$1	0,000
SUB-TOTAL DOLLARS =	\$0	\$11,044	\$1,118	\$3,278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$272	\$0	\$0	\$15,712			Profit on Sub	0.	.0%
		100	Civil	\$15,440	0	Geotech	0	Structural	\$0	0	Mech.	0	\$0	2	Envir.	\$272		<del></del> -		WR&A Total	\$16	5,812
						•		•	•	•	•				•	•	-			TASK VII TOTAL	\$26	5,812

# Attachment A

MANHOUR ESTIMATE AND PROPOSAL					1		1			- F	<b>F</b>								ION 100% ATE 9/25/2 BY WFH	1019	1	
CLIENT:City of Cumberland  PROJECT DESCRIPTION: 78-inch CSO Pipeline Mill Race to CSO Storage Storage Facility at the WWTP - Final Design Services	Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc/ Proj. Engr.	Geotech Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	SCADA Assoc./ Engineer	SCADA Designer/ CADD	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES	Subcontractor	Subcontractor	Subcontractor Expenses	
Use Labor Cost Rates for year: 2019	\$80	\$76	\$58	\$42	\$80	\$59	\$80	\$69	\$54	\$78	\$58	\$77	\$44	\$56	\$40	\$33		T, R,E (See S,or L Legen			T, R,E S,or L	(See Legend)
K VIII Advertise/Bidding Services	\$8U	\$/6	\$58	\$42	\$80	<b>459</b>	φau	\$09	\$34	\$/8	\$58	\$11	544	<b>950</b>	<b>540</b>	\$33		S, or L Legen	u)		5,01 L 1	\$
1 Reproduce Contract Documents for Bidding		10		40													50	R \$1,75	50		_	\$
2 Attend Pre-Bid Meeting	8	16		10													24	- \$			_	\$
3 Prepare Addenda	1	40		40		4				4		8					99	- \$			_	\$
4 Maintain Bidders List	1	20				•						0					21	- \$			_	\$
5 Review Bids and Make Recommendation	2	24															26	- \$			-	\$
																	0	- \$			-	\$
SUBTOTALS =	12	110	0	80	0	4	0	0	0	4	0	8	0	0	0	0	220	\$1,750	Su	bcontractor Total	\$0	
SUB-TOTAL DOLLARS =	\$2,333	\$20,248	\$0	\$8,194	\$0	\$576	\$0	\$0	\$0	\$763	\$0	\$1,502	\$0	\$0	\$0	\$0	\$34,004	φι,γου		Profit on Sub	0.0%	
		190	Civil	\$28,442	Geotech	576	0	Structural	\$0	4	Mech.	SCADA	\$1,502	0	Envir.	\$0	,	<del></del>	200000000000000000000000000000000000000	WR&A Total	\$35,75	
																Г			TAS	K VIII TOTAL	\$35,75	54
																	WRA Hours WRA Total \$	\$653,027				
	Project Manager	Civil Associate / Project Manager	Civil Engineer	Gvil Designer / CADD	Geotech. Assoc./ Proj. Engr.	Geotech Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	SCADA Assoc/ Engineer	SCADA Designer/ CADD	Environmental PM	Environmental Planner	Environmental Tech	WKA 10tal 5	φυυν,υ21		ntract TOTAL	\$294,50	
Bare Labor Cost rates for year 2019	\$80.00	\$75.75	\$57.50	\$42.15	\$80.00	\$59.30	\$80.00	\$69.25	\$53.80	\$78.45	\$58.35	\$77.25	\$44.00	\$56.00	\$39.70	\$33.00		S = Subcontractor	10	TAL	\$947,5	27
Contract Rates - LOADED LABOR AT A FACTOR OF: 2.43	\$194.40	\$184.07	\$139.73	\$102.42	\$194.40	\$144.10	\$194.40	\$168.28	\$130.73	\$190.63	\$141.79	\$187.72	\$106.92	\$136.08	\$96.47	\$80.19		L= laboratory Cost				
		ı		<u> </u>			1			1	<u> </u>		1					R=Reproduction T = Travel & Expens	es			

ID [	Task Name	Duration	Start	Finish	l, 2018   Qtr 1, 2019 Nov Dec Jan Feb Mar	Qtr 2, 2019 Q	Qtr 3, 2019 Qtr 4, 2	019   Qtr 1, 2020   Qtr	2, 2020   Qtr 3, 2020   Qt May Jun Jul Aug Sep Oc	r 4, 2020   Qtr 1, 2021   Q t Nov Dec Jan Feb Mar Ar	tr 2, 2021   Qtr 3, 2021   C or May Jun Jul Aug Sep C	Qtr 4, 2021   Qtr 1, 2022   Q	tr 2, 2022   Qtr 3, 2022   Qtr 4, 20 or May Jun   Jul   Aug   Sep   Oct   Nov
1	Project Management	476 days	Mon 12/10/18			· · · · · · · · · · · · · · · · · · ·	a. , tagisep occito	ון נקרוימווון בטוויומון השליו		C. 104 Decisan in contral A			sayısanı sarın agısepi oct ildər
2	S.U.P. Application	2 wks	Mon 12/10/18	Thu 12/27/18									
	NPS Review and Approval S.U.P.	28 days	Fri 12/28/18	Tue 2/5/19									
4	NPS Kickoff	1 day	Mon 5/13/19	Mon 5/13/19		Ь							
5	Section 106 Phase 1A	45 days	Tue 5/14/19	Mon 7/15/19			h						
6	NPS Review	45 days	Tue 7/16/19	Mon 9/16/19									
7	Section 106 Phase 1B	60 days	Tue 9/17/19	Mon 12/9/19			<b>*</b>						
	Environmental Assessment Draft 1	- 20 days	Tue 12/10/19	Mon 1/6/20									
9	NPS review	28 days	Tue 1/7/20	Thu 2/13/20									
	Environmental Assessment Draft 2	- 14 days	Fri 2/14/20	Wed 3/4/20									
11	NPS review	28 days	Thu 3/5/20	Mon 4/13/20				*					
	Environmental Assessment Final, FONSI Request	- 5 days	Tue 4/14/20	Mon 4/20/20									
13	FONSI Issued	120 days	Tue 4/21/20	Mon 10/5/20									
14	Environmental Fieldwork	100 days	Tue 5/14/19	Mon 9/30/19									
15	Submit Draft JPA to MDE	20 days	Tue 10/1/19	Mon 10/28/19									
16	MDE Review	45 days	Tue 10/29/19	Mon 12/30/19									
17	Update JPA	20 days	Tue 12/31/19	Mon 1/27/20									
	MDE Final Review, Issue Permit	45 days	Tue 1/28/20	Mon 3/30/20				*					
19	Topographical Surveys	140 days	Mon 4/15/19	Fri 10/25/19									
20	Easement Plats	45 days	Mon 10/28/19	Fri 12/27/19									
21	Subsurface - Test Pits	60 days	Tue 5/14/19	Mon 8/5/19									
22	30% Design	200 days	Mon 12/10/18	Fri 9/13/19									
23	60% Design	30 days	Mon 9/16/19	Fri 10/25/19									
	SUP for Geotechnical Borings	28 days	Mon 9/16/19	Wed 10/23/19									
25	Geotech Investigations	45 days	Thu 10/24/19	Wed 12/25/19									
26	90% Design	6 wks	Thu 12/26/19	Fri 2/21/20									
	Bid Ready Plans and Specifications	4 wks	Mon 2/24/20	Wed 4/1/20				<b>*</b>					
28	NPS Construction SUP	3 wks	Tue 10/6/20	Tue 11/3/20									
29	Construction	520 days	Wed 11/4/20	Tue 11/1/22						*			
		āsk		Project Sumn	nary		Manual Task		Start-only	С	Deadline	•	
•	Th., 0/10/10	Split					Duration-only		Finish-only	3	Progress		
vate: I		Milestone	•	Inactive Miles			Manual Summary R	ollup	External Tasks		Manual Progress		
		Summary		Inactive Sum	mary		Manual Summary		External Milestone	$\Diamond$			

# **CONFIDENTIAL AND PROPRIETARY**

Audited Overhead Rate and Audit Approval

Whitman, Requardt and Associates, LLP



ADMINISTRATION

Larry Hogan Governor Boyd K. Rutherford Lt. Governor Pete K. Rahn Secretary Gregory Slater Administrator

May 13, 2019

Mr. Dan Voeltner Whitman, Requardt & Associates, LLP 801 South Caroline Street Baltimore, Maryland 21231

Dear Mr. Voeltner:

We have performed a cognizant review of the examination and supporting workpapers of the indirect cost rate of your firm for the year ended December 31, 2018 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm, Rowles & Company, LLP. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America and the examination was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

During our cognizant review, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rate and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

**Conclusion**: We recommend acceptance of the following rates.

Federal Acquisition Regulations (FAR) audited rates are approved, as applicable:

Combined rate of 118.17 percent Home Office rate of 120.64 percent Field Office rate of 105.29 percent

and Facilities Capital Cost of Money (FCCM) rate of 0.06 percent

In addition, the following indirect cost rates for use on older Maryland contracts, as applicable:

Combined rate of 109.41 percent Home Office rate of 111.37 percent Field Office rate of 99.18 percent Mr. Dan Voeltner Page Two

### Calculation of Indirect Cost Rates (ICR) Audit Adjustment:

All applicable overhead audit adjustments are the responsibility of the Consultant and are due within sixty (60) days of the date of this letter for our review and approval. However, if applicable, adjustments are to be calculated based on the difference between the appropriate approved overhead rates for each contract and the provisional rate(s) used for all work performed during the year ended December 31, 2018.

### Application of Indirect Cost Rates:

Please refer to the terms of the agreement regarding the applicable rates to be used for billings. Please include a copy of this letter with the first invoice for each contract that includes a new billing rate.

Thank you for your assistance during the course of our review. If you have any questions, or if we can otherwise be of further assistance, please contact Mary Mays, at 410-545-8721, or via e-mail at <a href="MMays@mdot.maryland.gov">MMays@mdot.maryland.gov</a> or Josh Pasch, at 410-545-8710 or via e-mail at <a href="JPasch@mdot.maryland.gov">JPasch@mdot.maryland.gov</a>

Sincerely,

Josh Pasch

Director, Office of Audits

Josh Pasch

MDOT State Highway Administration

## Whitman, Requardt and Associates, LLP

# Statement of Direct Labor, Fringe Benefits, and General Overhead

# CONFIDENTIAL

## Year Ended December 31, 2018

	Total costs	Unallowable costs	FAR reference Note 3	Allowable costs	Field office costs	Nonfield office costs
Direct labor	\$47,910,564	<u>\$</u>		\$47,910,564	\$7,692,562	\$40,218,002
Fringe benefits						
Employee recreation	\$ 305,651	\$ (299,833)	1, 2	\$ 5,818	\$ 934	\$ 4,884
Group insurance	6,098,427			6,098,427	979,407	5,119,020
Paid leave	5,735,671	•		5,735,671	643,661	5,092,010
Payroll taxes	5,361,117			5,361,117	860,995	4,500,122
Pension plans	1,572,045	(22,000)	3	1,550,045	248,937	1,301,108
Workers' compensation insurance	173,579			173,579	27,877	145,702
Total fringe benefits	\$ 19,246,490	\$ (321,833)		\$18,924,657	\$2,761,811	\$ 16,162,846
General overhead						
Advertising	\$ 107,535	\$ (107,535)	4	\$	\$	\$
Automobile	594,232	(578,569)	5, 6	15,663	2,268	13,395
Bad debt	22,526	(22,526)	7	₩:	(#S)	(*)
Building costs (rent)	5,023,752	(926,815)	8	4,096,937	593,236	3,503,701
Computer and CADD	2,976,897			2,976,897	431,055	2,545,842
Contributions	48,912	(48,912)	9	90		(#)
Depreciation	341,834	-		341,834	49,498	292,336
Dues and subscriptions	209,443	(16,811)	10	192,632	27,893	164,739
Education and seminars	158,622	54		158,622	22,968	135,654
Employee recruiting	180,995	N#3		180,995	26,208	154,787
Indirect labor	25,600,098	(825,825)	3, 4, 11	24,774,273	3,467,366	21,306,907
Insurance	1,787,051	(124,612)	12	1,662,439	240,721	1,421,718
Miscellaneous	62,832	(27,209)	4, 13	35,623	5,158	30,465
Office supplies	334,373			334,373	48,417	285,956
Parking	512,539	1961		512,539	74,216	438,323
Postage	81,936	*		81,936	11,864	70,072
Professional development	153,789	396		153,789	22,269	131,520
Professional fees	730,480	3.60		730,480	105,774	624,706
Reference material	72,514	S#3		72,514	10,500	62,014
Relocation	5,428			5,428	786	4,642
Reproduction	211,092	*		211,092	30,566	180,526
Taxes	281,867	(3,855)	14	278,012	40,256	237,756
Telephone	364,144	380		364,144	52,728	311,416
Travel	517,215	(4,030)	1, 2, 15	513,185	74,309	438,876
Total general overhead	\$40,380,106	\$(2,686,699)		\$37,693,407	\$5,338,056	\$ 32,355,351
Total overhead	\$ 59,626,596	\$ (3,008,532)		\$56,618,064	\$8,099,867	\$ 48,518,197
Percentage of direct labor				118.17%	105.29%	120.64%

# **Council Agenda Summary**

Meeting Date: October 15, 2019

**Agenda Item Number:** 19-16-S

Key Staff Contact: Robert Smith, Kim Root

#### Item Title:

Final Design and Bidding Services with Whitman, Requardt and Associates, LLP

#### Summary:

Final design of 78 inch Combined Sewer Overflow pipeline from Mill Race to CSO storage facility. Final design will include additional coordination and permitting, additional field investigation and finalization of plans and specifications through bid ready. Project cost \$947,527

#### **Issues and Considerations:**

#### Enter Text Here

Fiscal Impact:								
Is this item budgete	ed? X Yes $\square$ No							
Budget:	003.399.SS2.63000							
Value of award:	\$947,527.00							
If item is not budgeted, does the budget need to be appropriated?   Yes   No								
Is there grant funding being used? □ Yes □ No								
If grant funding is	If grant funding is being used, does it require a City match? □ Yes □ No							
Match								
provisions:								
Is this a sole source	e purchase?   Yes   No (If so, attach department recommendation and							
approval from City								

#### **Item Attachment Documents:**

Order 26,545- to approve an Amended and Restated Promissory Note related to a loan originally awarded on April 23, 2003 to David F. Romero and Margaret A. Romero for the acquisition and rehabilitation of real property located at 55 Baltimore Street

#### AMENDED AND RESTATED PROMISSORY NOTE

This Amended and Restated Promissory Note ("Amended Note") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Mayor and City Council of Cumberland (the "Lender"), a municipal corporation of the State of Maryland, and David F. Romero and Margaret A. Romero (the "Borrowers").

**WITNESSETH:** That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrowers hereby agree as follows:

This is an amendment and restatement of the loan in the amount of \$77,400.00 Lender made to Borrowers on April 23, 2003 (the "Loan") which is evidenced by a promissory note (the "Original Note") of that date. The Loan was made for the purpose of financing (in whole or in part) the acquisition and rehabilitation of the real property located at 55 Baltimore Street, Cumberland, MD 21502 (the "Property"). Borrowers acquired and completed the rehabilitation of the Property prior to the date of this Amended Note.

The effect of this Amended Note is to amend and restate the terms of the Original Note. The terms of this Amended Note supersede and take the place of those of the Original Note. Borrowers and Lender agree that the balance due on the Loan is \$53,144.25 as of the date of this Amended Note. All references to the Original Note in any agreement, instrument or document executed or delivered in connection herewith or therewith shall be deemed to refer to this Amended Note, as the same may be amended, restated, supplemented or otherwise modified from time to time.

The source of funds for the Loan was the Community Legacy Program of Lender (the "CLP"). Consistent with the CLP, no payments shall be required under the terms of this Amended Note except as set forth below. The current standard terms for loans made under the CLP, as applicable to the Loan, which terms are agreed upon by Borrowers and Lender, are as follows:

- 1. Borrowers shall provide Lender with written notice of any sale or refinancing of the Property occurring prior to the end of the five-year CLP retention period, i.e., the five-year period following the date of this Amended Note (the "Retention Period").
- 2. In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share of the \$53,144.25 balance of this Amended Note, reduced for every year Borrowers owned the Property after the date of this Amended Note, shall be repaid to Lender from any net gain realized upon the sale of the Property after the deduction of sales expenses.
- 3. In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the Loan, reduced for every year Borrowers owned the Property after the date of this Amended Note, shall be repaid to Lender from any net gain realized upon the refinancing, unless the deed for the Property is amended so as to subject the Property to the terms of

this Amended Note, in which event, no payment shall be due from Borrowers as an incident to that refinancing.

- 4. Subject to Lender's right to make a claim for distribution from any surplus proceeds of sale, Borrowers' obligation to repay the Loan shall terminate after any foreclosure.
- 5. If the Borrowers sell or refinance the Property, they shall provide advance written notice of such sale or refinancing to Lender. If the Borrower sells, refinances or rents the Property or misuses the funds loaned hereunder in any other way (which events are individually and collectively referred to hereinafter as an "Event of Recapture"), Lender may recapture the Loan from the Borrower. If an Event of Recapture occurs, Borrowers promise to repay Lender the balance due under the terms of this Amended Note in accordance with the schedule set forth below.
- 6. Unless an Event of Recapture occurs, Lender shall forgive the Loan in an amount equal to \$10,628.85 per year on the first day of each Year, starting with the first day of Year 2 in accordance with the following schedule (a "Year" is defined as consecutive annual periods with Year 1 beginning on the date of this Amended Note and ending on the anniversary of that date):

YEAR OF EVENT	SUBSIDY TO	AGGREGATE AMOUNT OF
OF RECAPTURE	BE REPAID	FORGIVENESS OF SUBSIDY
1	\$53,144.25	\$0
2	\$42,515.40	\$10,628.85
3	\$31,886.55	\$21,257.70
4	\$21,257.70	\$31,886.55
5	\$10,628.85	\$42,515.40
AFTER YEAR 5	\$0	\$53,144.25

This Amended Note is secured by the Deed of Trust from Borrowers to Jayci Shaw Duncan, Trustee for the benefit of Lender, dated April 23, 2003 and recorded among the Land Records of Allegany County, Maryland in Book 997, Page 587. Once the Loan is completely forgiven, a Certificate of Satisfaction effecting the release of the Deed of Trust and the payment/satisfaction of the Amended Note shall be recorded among the aforesaid Land Records.

Borrowers, for themselves and their respective personal representatives, heirs and assigns, hereby waive presentment, protest, notice of demand, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind whatsoever. Any failure by the Payee to exercise any right hereunder or otherwise available at law or in equity shall not be construed as a waiver of the right to exercise the same, or any other right or remedy, at any time.

No waiver, amendment or other modification of this Amended Note shall be binding upon either party to its terms, unless in writing and signed by a duly-authorized representative of both parties. If any provision of this Amended Note shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or

invalidity, and without invalidating the remainder of such provision or the remaining provisions of this Amended Note.

This Agreement shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

This Amended Note shall be construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned have executed this Amended Note as of the date first written above.

WITNESS:	
	BORROWERS:
	David F. Romero
	Margaret A. Romero

- Order -

of the

**Mayor and City Council of Cumberland**MARYLAND

ORDER NO. <u>26,545</u> DATE: <u>October 15, 2019</u>

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

**THAT**, the Mayor be and is hereby authorized to approve an Amended and Restated Promissory Note related to a loan originally awarded on April 23, 2003 to David F. Romero and Margaret A. Romero for the acquisition and rehabilitation of real property located at 55 Baltimore Street.

D. .... 1C M. .... M. ...

Raymond S. Morriss, Mayor

#### **Item Attachment Documents:**

Order 26,546 - to approve the allocation of \$46,061.68 to assist in accessibility improvements at 218 Washington Street, known as the Gordon Roberts House. The awarded funds will be derived from the proceeds of the former Cumberland Neighborhood Housing Services Revitalized Home Program, originally funded by the Maryland Community Legacy Program in 2002.

- Order -

of the

**Mayor and City Council of Cumberland** 

ORDER NO. <u>26,546</u>

**DATE:** October 15, 2019

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

**THAT**, the Mayor be and is hereby authorized to approve the allocation of funds

in the amount of Forty-six Thousand, Sixty-one Dollars and Sixty-eight Cents

(\$46,061.68) to assist in accessibility improvements at the Gordon Roberts House, 218

Washington Street; and

BE IT FURTHER ORDERED, that the awarded funds will be derived from the

proceeds of the former Cumberland Neighborhood Housing Services Revitalized Home

Program, originally funded by the 2002 Maryland Community Legacy Program.

Raymond M. Morriss, Mayor

#### **Item Attachment Documents:**

Order 26,547 - authorizing Program Amendments to the Community Development Block Grant Program, effective October 25, 2019

# - Order -

of the

# **Mayor and City Council of Cumberland**MARYLAND

ORDER NO. 26,547 DATE: October 15, 2019

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

**THAT,** the following programs amendments to the Community Development Block Grant Program be and are hereby approved effective October 25, 2019:

Program	Current	Amendment	New Total
2017 Administration/Planning (PP17016)	\$29,039.04	(\$ 29,039.04)	0
2019 Constitution Park Grove 4 Inclusive	\$27,000	\$8,996.77	\$35,996.77
Playground (RR19056)			
Program Income 2018	\$16,224.73	(\$16,224.73)	0
2018 Central Business District Commercial	\$13,403	(\$13,403)	0
Accessibility Design (QQ18051)			
2019 YMCA Riverside Rehab: Roofing/Fence	\$270,750	\$49,700	\$320,450
(RR19055)			

Raymond M. Morriss, Mayor

#### **Public Notice of Intent to Reprogram Community Development Block Grant Funds**

#### Amendment #49162019

#### **City of Cumberland**

The City of Cumberland is notifying the public regarding proposals to reprogram funds from activities affecting the 2017, 2018 and 2019 Annual Action Plans. Reprogramming funds in a timely manner enables the City to comply with HUD "Timeliness" standards and allows the funds to be used on "shovel ready" activities.

\$13,403 remains unspent of the 2018 Central Business District Commercial Access Design project (QQ18051) which was originally funded at \$13,403. The funds were awarded to obtain design professional specifications to improve accessibility for yet to be determined commercial sites in downtown Cumberland. Due to the slow progress and lack of qualifying activities, the project has been canceled. \$13,403 will be re-programmed to the 2019 YMCA Riverside Rehab: Roof and Fencing Project.

The City received \$16,224.73 in program income from it's retired Home Rehab Loan Program. All \$16,224.73 will be re-programmed to the 2019 YMCA Riverside Rehab: Roof and Fencing Project.

\$29,039.04 remains unspent of the 2017 Administration/Planning Project (PP17016) which was originally funded at \$130,489.21. Funds were designated for Administration/Indirect Costs for the CDBG program. \$20,072.27 will be re-programmed to the 2019 YMCA Riverside Rehab: Roof and Fencing Project. \$8,966.77 will be re-programmed to the 2019 APP Constitution Park Grove 4 Inclusive Playground project (RR19056), located in Constitution Park, Cumberland, MD to alleviate funding gaps for the installation of new swing set with 12 seating options including inclusive seating for children with special needs, installation of 2 park benches for parents and caregivers, and surface improvements up to code for safety. Adding \$8,966.77 to the original project budget of \$27,000 allocates a total of \$35,996.77 for this recreational resource.

As a result of the aforementioned proposed Amendments to the 2017, 2018, and 2019 Annual Action Plan, the 2019 YMCA Riverside Rehab: Roof and Fencing Project (RR19055) will be increased by a total of \$49,700. The total funds available for this activity, which includes several improvements to the roof and safety fencing is \$320,450 when added to the original grant of \$270,750. This activity requires additional funding in order to remove accessibility barriers at the main doorways, in compliance with Americans With Disabilities Act requirements, within the community center located at 601 Kelly Road in Cumberland, MD.

Written comments concerning this change may be provided effective Monday, September 23, 2019 through 4 PM Thursday, October 24 2019. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email at <a href="mailto:lee.borror@cumberlandmd.gov">lee.borror@cumberlandmd.gov</a>. This Amendment to the Community Development Block Grant Annual Plans will be considered by Mayor and City Council at the regular meeting on Tuesday, October 15, 2019 in Council Chambers at City Hall at 6:15 PM.

ADV: Monday, September 23, 2019

#### **Item Attachment Documents:**

Order 26,548 - authorizing the execution of a First Amendment to the Cellular Tower Ground Lease Agreement with Shenandoah Mobile, LLC regarding their desire to modify the agreement to remove the existing 178 +/- foot self-supporting tower from the land space due to pre-existing environmental hygiene conditions

- ORDER -

Mayor and City Council of Cumberland

ORDER NO. <u>26,548</u>

**DATE:** October 15, 2019

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

THAT, the Mayor be and is hereby authorized to execute a First Amendment to the

Cellular Tower Ground Lease Agreement by and between the Mayor and City Council of

Cumberland and Shenandoah Mobile, LLC (Lessee) regarding the Lessee's desire to modify

its agreement to remove the existing 178+/- foot self-supporting tower from the land space

due to pre-existing environmental hygiene conditions.

Raymond M. Morriss, Mayor

Site Number: 69278 Site Name: South Cumberland

## FIRST AMENDMENT to CELLULAR TOWER GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT to Cellular Tower Ground Lease Agreement ("Amendment"), dated as of this 1st day of October, 20 19 is by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a Maryland municipal corporation, ("LESSOR") and SHENANDOAH MOBILE, LLC, a Virginia limited liability company ("LESSEE").

#### **BACKGROUND**

WHEREAS, LESSOR and LESSEE entered into a Cellular Tower Ground Lease Agreement dated the 4<sup>th</sup> day of June, 2019, ("Agreement"), for the purpose of installing LESSEE's Tower, equipment and building(s)/cabinets on a 50' x 60' portion of LESSOR's property located at Constitution Park in the City of Cumberland ("Land Space"), and

WHEREAS, LESSEE desires to modify its agreement to remove the existing 178+/- foot self-support tower ("Existing Tower") from the Land Space due to pre-existing environmental hygiene conditions.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises between the parties hereto and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

## 1. Removal of Existing Tower.

- A. Subject to an environmental testing report dated August 20, 2019 by ALS Environmental ("Hazardous Material Report") attached hereto as Exhibit "C" of the Agreement, significant amounts of lead contamination were found in the paint of the Existing Tower and the ceiling of the adjacent shelter owned by LESSOR.
- B. LESSOR agrees to waive the requirement of LESSEE to remove the shelter and fencing adjacent to the Existing Tower. LESSEE shall remove the Existing Tower from the Land Space and dispose of the same at its sole cost and expense.
- C. Pursuant to section 32a. and 32b. ENVIRONMENTAL of the Agreement, LESSOR has a pre-existing environmental hygiene condition on the Property. LESSOR agrees to reimburse LESSEE for the costs associated with Lead Paint Hazardous Safety and Clean Room portion of the bid by Pillar Innovations, LLC dated September 3, 2019 ("Hazardous Material Removal") attached hereto as Exhibit "D". That reimbursement shall be made by means of an abatement of the rent provided for in the Agreement in the amount of \$8,900.00. This reimbursement shall constitute LESSEE's sole and exclusive remedy in regard to the conditions described in Exhibits "C" and "D" attached hereto, and LESSEE waives the right to make further claim against LESSOR in regard to such conditions. The rent abatement shall be credited against the rent payable by LESSEE to LESSOR commencing on the date that rent is first due following the execution of this Amendment and continuing until the entire \$8,900.00 has been credited against the rent.

Site Number: 69278

Site Name: South Cumberland

#### 2. General Terms and Conditions.

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the Terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as specifically modified by this Amendment, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

#### 3. Ratification and Affirmation.

All other terms, conditions, covenants and responsibilities set forth in the Cellular Tower Ground Lease Agreement dated the 4th day of June, 2019 are hereby ratified and affirmed and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LESSEE: Shenandoah Mobile, LLC, a Virginia limited liability company	LESSOR: Mayor and City Council of Cumberland, a Maryland municipal corporation
By:	By: Name: Title: Date:

Site Number: 69278 Site Name: South Cumberland

## Exhibit "C"

Hazardous Material Report prepared by ALS Environmental dated August 20, 2019.



20-Aug-2019

Teresa Schuller Mead & Hunt, Inc. 400 Tracy Way, Suite 200 Charleston, WV 25311

Re: 69278 South Cumberland Tower

Work Order: 19080436

Dear Teresa.

ALS Environmental received 2 samples on 07-Aug-2019 02:01 PM for the analyses presented in the following report.

The analytical data provided relates directly to the samples received by ALS Environmental - Holland and for only the analyses requested.

Sample results are compliant with industry accepted practices and Quality Control results achieved laboratory specifications. Any exceptions are noted in the Case Narrative, or noted with qualifiers in the report or QC batch information. Should this laboratory report need to be reproduced, it should be reproduced in full unless written approval has been obtained from ALS Environmental. Samples will be disposed in 30 days unless storage arrangements are made.

The total number of pages in this report is 10.

If you have any questions regarding this report, please feel free to contact me:

ADDRESS: 3352 128th Avenue, Holland, MI, USA PHONE: +1 (616) 399-6070 FAX: +1 (616) 399-6185

Sincerely,

Electronically approved by: Rebecca Kiser

Rebecca Kiser

Rebecca Kiser Project Manager

Report of Laboratory Analysis

Certificate No: WV: 355

Date: 20-Aug-19

Client: Mead & Hunt, Inc.

**Project:** 69278 South Cumberland Tower

Work Order: 19080436

**Work Order Sample Summary** 

			~~		
Lab Samp ID Client Sample ID	<b>Matrix</b>	Tag Number	Collection Date	Date Received	Hold
19080436-01 Paint Chips from Tower Composite	Solid		8/6/2019 13:00	8/9/2019 09:00	
19080436-02 Ceiling Material Composite	Solid		8/6/2019 13:00	8/9/2019 09:00	

Client:

Mead & Hunt, Inc.

Project:

69278 South Cumberland Tower

WorkOrder:

19080436

QUALIFIERS, ACRONYMS, UNITS

Date: 20-Aug-19

:-::===

Qualifier	Description
	Value exceeds Regulatory Limit
**	Estimated Value
a	Analyte is non-accredited
В	Analyte detected in the associated Method Blank above the Reporting Limit
E	Value above quantitation range
н	Analyzed outside of Holding Time
Hr J	BOD/CBOD - Sample was reset outside Hold Time, value should be considered estimated.
ND	Analyte is present at an estimated concentration between the MDL and Report Limit
0	Not Detected at the Reporting Limit
P	Sample amount is > 4 times amount spiked  Dual Column results percent difference > 40%
R	RPD above laboratory control limit
s	Spike Recovery outside laboratory control limits
υ	Analyzed but not detected above the MDL
х	Analyte was detected in the Method Blank between the MDL and Reporting Limit, sample results may exhibit background or reagent contamination at the observed level.
cronym	Description
DUP	Method Duplicate
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
LOD	Limit of Detection (see MDL)
LOQ	Limit of Quantitation (see PQL)
MBLK	Method Blank
MDL	Method Detection Limit
MS	Matrix Spike
MSD	Matrix Spike Duplicate
PQL	Practical Quantitation Limit
RPD	Relative Percent Difference
TDL	Target Detection Limit
TNTC	Too Numerous To Count
Α	APHA Standard Methods
D	ASTM
E	EPA
sw	SW-846 Update III
nits Reported	Description
% of sample	Percent of Sample
mg/Kg	Milligrams per Kilogram

Date: 20-Aug-19

\_\_\_\_\_

Client:

Mead & Hunt, Inc.

Project: Sample ID: 69278 South Cumberland Tower

Paint Chips from Tower Composite

Collection Date: 8/6/2019 01:00 PM

Work Order: 19080436

Lab ID: 19080436-01

Matrix: SOLID

Analyses	Result	Qual	MDL	Report Limit	Units	Dilution Factor	Date Analyzed
METALS BY ICP-MS Lead	240,000		od: <b>SW6020A</b> 1,700	3,500	Prep: SW3	050B / 8/14/19 10000	Analyst: <b>ABL</b> 8/19/2019 16:41

\_\_\_\_\_\_

Client:

Mead & Hunt, Inc.

Project:

69278 South Cumberland Tower

Sample ID:

Ceiling Material Composite

Collection Date: 8/6/2019 01:00 PM

Date: 20-Aug-19

Work Order: 19080436

Lab ID: 19080436-02

Matrix: SOLID

Analyses	Result	Qual	MDL	Report Limit	Units	Dilution Factor	Date Analyzed		
METALS BY ICP-MS		Meth			Prep: SW305	iOB / 8/14/19	19 Analyst: ABL		
Lead	95		0.19	0.39	mg/Kg-dry	1	8/15/2019 17:15		
MOISTURE		Meth	od:SW3550C				Analyst: MMO		
Moisture	5.8		0.10	0.10	% of sample	1	8/9/2019 16:39		

Note: See Qualifiers page for a list of qualifiers and their definitions.

Client:

Mead & Hunt, Inc.

Work Order:

19080436

Project:

69278 South Cumberland Tower

Date: 20-Aug-19
QC BATCH REPORT

Batch ID: 140819	Instrument ID ICPMS	3		Method:	SW6020A						
MBLK	Sample ID: MBLK-140819-	140819			U	nits:mg/	Kg	Analys	is Date: 8	/14/2019 (	)9:36 PN
Client ID:		Run ID: ICP	MS3_19	0814B	Seq	No: <b>584</b> (	8115	Prep Date: 8/14		DF: 1	
Analyte	Result	MDL	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Lead	0.1775	0.12	0.25						ANT D		J
LCS	Sample ID: LCS-140819-14	0819			Uı	nits:mg/(	Kg	Analysi	is Date: 8/	15/2019 0	3:44 PM
Client ID:	1	Run ID: ICP	MS3_198	0815A		No: 5848	-	Prep Date: 8/14		DF: 1	
Analyte	Result	MDL	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
ead	5.308	0.12	0.25	5	0	106	80-120	0			
MS	Sample ID: 19080789-06B I	NS	3.7-317-317		Ur	rits:mg/l	 <b>(</b> g	Analysi	s Date: 8/	14/2019 1	0:24 PM
Client ID:	I	Run ID: ICPI	MS3_190	)814B		No: <b>5846</b>	_	Prep Date: 8/14		DF: 1	
Analyte	Result	MDL	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
.ead	250.7	0.18	0.38	7.692	72.28	2320	75-125	0	•= +1111111111111	-7.3XV	SEO
WSD	Sample ID: 19080789-06B N	<b>ASD</b>			Un	its:mg/k	(g	Analysi	s Date: 8/	14/2019 1	0:26 PM
Client ID:	F	Run ID: ICPA	MS3_190	814B		No: <b>5846</b>	_	Prep Date: 8/14/		DF: 1	
Analyte	Result	MDL	PQL	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
ead	106.8	0.18	0.38	7.61	72.28	453	75-125	250.7	80.5	20	SRO

Client:

Mead & Hunt, Inc.

Work Order:

19080436

Project:

69278 South Cumberland Tower

**QC BATCH REPORT** 

Batch ID: R268034	Instrument ID MOIS	г		Method:	SW3550C						
MBLK	Sample ID: WBLKS-R268	034			U	nits:% o	f sample	Analys	is Date: 8	/9/2019 0	4:39 PN
Client ID:		Run ID: MO	ST_190	Le084		No: <b>583</b> 1	•	Prep Date:		DF: 1	
Analyte	Result	MDL	POL	. SPK Va	SPK Ref Value	%REC	Control	RPD Ref Value	%RPD	RPD Limit	Oussi
Moisture	U	0.1	0.10			ZINEC			MKFD	-	Qua
LCS	Sample ID: LCS-R268034				U	nits:% of	sample	Analysi	s Date: 8/	9/2019 04	l:39 PN
Client ID:		Run ID: MOI	ST_190	809J	Sec	No: <b>583</b> 8	3064	Prep Date:		DF: 1	
Analyte	Result	MDL	PQL	. SPK Va	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Moisture	100	0.1	0.10	100	0	100	98-102	0			
DUP	Sample ID: 19080673-01A	DUP			Uı	nits:% of	sample	Analysi	s Date: 8/	9/2019 04	:39 PM
Client ID:		Run ID: MOI	ST_190	809J	Seq	No: <b>5838</b>	061	Prep Date:		DF: 1	
Analyte	Result	MDL	PQL	\$PK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Qual
Moisture	10.93	0.1	0.10	0	0	0	0-0	11.53	5.34	10	
OUP	Sample ID: 19080676-01A	DUP			Un	ilts:% of	sample	Anatysis	Date: 8/	9/2019 04	:39 PM
Client ID:		Run ID: MOIS	ST_1908	309J		No: <b>5838</b>	-	Prep Date:		DF: 1	
vnatyte	Result	MDL	POI	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	%RPD	RPD Limit	Ourt
loisture	10.74	0.1	0.10	0	0	MREC 0	0-0	10.62	1.12	10	Qual



ALS Environmental 1740 Union Carbide Drive South Charleston, WV 25303 (Tel) 304.356.3168 (Fax) 304.205.6262

## **Chain of Custody Form**

Page _1	of	_1_
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ALS Environmental
3352 128th Avenue
Holland, Michigan 49424
(Tel) 616.399.6070
(Fax) 616.399.6185

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	Address	400 Tracy Way, Si	ite 200		Address					E									_	
	City/State/Zip	Charleston, WV 25	311	CI	ty/State/Zip					G						-				-
	Phone	681-313-4617			Phone					н										
	Fax				Fax					1										
	e-Mail Address	Teresa.schuller@	meadhunt.com							J										
No.		Sample Descripti	on	Comp / Grab	Date	Time	Matrix	Pres.	# Bottles	A	В	С	D	E	F	G	Н	1	J	Hold
1	Paint chips fr	om tower		Comp	8/6/2019	"1 PM"	solid	Bo	1 bag	Х										
2	Ceiling mater	rial		Comp	8/6/2019	"1 PM"	solid	по	1 bag	х										
3																				
4				1						_	_									
5	_								_		+			_	-		_			_
6				-	-			_		_	+-	-		-		-		-		-
7				1						_	+			-	-			-	-	_
8				-		-				-					_	-			_	-
9				-					-	_	-	-	_		-		_	-	_	
10				-						_	-	-			_		_		_	_
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(-	cut 6	2/5	8/7/17	140	1	Sea	ut	S-		2	AZS7	100								
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reling	shed by:		Date:	Time:	Recet	ved by (Labor	ratory			STUDIES .	26	10	vel II	Standa	nd OC					
ogge	by (Laboratory):		Date:	Time:	Check	ted by (Labor	story);	terik:			STR.	Lo	vel III:	Standa	and QC	+ Raw ods/CL				
Pres	rvative Kev:	1-HCI 2-HNO	3-H-SO.	4-NaOH	5-Na.	S.O. 6.	NaHSO.	7-01	or R.	4°C	V	_	her-	DW84	o Meti	ious/C.L	e .			

Note: Any changes must be made in writing once samples and COC Form have been submitted to ALS

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90804360 Page 1 of 1

Sample Receiving Checklist

Received by:	SpritoSmile
Date/Time:	817/19 1401
Carrier Name:	Obent
Shipping container/cooler in good condition?	Yes / No / Not Present
Custody seals intact on shipping container/cooler?	Yes / No / Not Present
Custody seals intact on sample bottles?	Yes / No / Not Present
Chain of Custody present?	(Yes) No
COC signed when relinquished and received?	(Yes) No
COC agrees with sample labels?	(res) No
Samples in proper container/bottle?	(Yes / No
Sample containers intact?	Yes No
Sufficient sample volume for indicated test?	(Yes) No
All samples received within holding time?	(Yes )No
All sample temperatures verified to be in compliance?	(Fesy No
Temperature(s) (°C):	TULAUTE
Thermometer(s):	The
Sample(s) received on ice?	Yes (No
Matrix/Matrices:	Sol.do
Cooler(s)/Kit(s):	V
Date/Time sample(s) sent to storage:	
Trip Blanks included? (for volatile analysis only)	Yes / No / N/A
Water - VOA vials have zero headspace?	Yes / No / No Vials
Water - pH acceptable upon receipt?	Yes / No / N/A
pH strip lot #:	Yes / No N/A
pH adjusted (note adjustments below)?	Yes / No N/A
pH adjusted by:	
Login Notes:	

## Sample Receipt Checklist

Client Name: M	IEAD&HUNT				Date/Time	Received	: <u>07-</u>	Aug-19	14:01		
Work Order: 19	9080436				Received b	y:	KR	w			
Matrices:	ed by Kettl Werenga eSignature Solid FedEx	п	09-Aug-19 Date	9	Reviewed by:	Lebece	ea Kis ure	et .		12	-Aug-19 Date
	r/cooler in good condition?		Yes	<b>✓</b>	No 🗆	Mot	Present				
	act on shipping container/coo	for?	Yes	_	No 🗆	-	Present				
	act on sample bottles?	95rt 4	Yes	_	No 🗆		Present	✓			
Chain of custody p	-		Yes		No 🗆	NOU	rieseni				
	ligned when relinquished and	I received?	Yes	<b>V</b>	No 🗆						
	rgrees with sample labels?	, redelited :	Yes	<b>✓</b>	No 🗆						
Samples in proper			Yes		No 🗆						
Sample containers			Yes		No 🗆						
·	volume for indicated test?		Yes		No 🗆						
	ed within holding time?		Yes		No 🗆						
	lank temperature in complian	1002	Yes		No 🗆						
Sample(s) received	d on ice?	ice:	Yes	<b>Z</b>	No 🗆	. 1	SR2				
Cooler(s)/Kit(s):								- 1			
Date/Time sample(	_			1911	:25:22 AM			=	_		
	have zero headspace?		Yes			No VOA		mitted !	✓		
Water - pH accepta pH adjusted?	ibie upon receipt?		Yes				2				
pH adjusted by:			Yes	ᆜ	No 🗆	N/A	Z				
Login Notes:											
	=======		===	=:		===	===	<b>_</b> _		:	===
Client Contacted:		Date Contacted:			Person (	Contacted	:				
Contacted By:		Regarding:			, 0,0011	: 11.01.01.01.01.01.01.01.01.01.01.01.01.0	•				
-		- · · ·									
Comments:											
CorrectiveAction:	<u></u>							=			
									SRC	Page 1	of 1

Site Number: 69278 Site Name: South Cumberland

## Exhibit "D"

Hazardous Material Removal by Pillar Innovations, LLC dated September 3, 2019.



92 Corporate Drive PO Box 550 Grantsville, MD 21636 TELEPHONE: 301-245-4007 FAX: 301-245-4009

8844 Hedden Road Evansville, IN 47725 TELEPHONE: 812-474-9080 FAX: 812-474-9082 24 County Road 1956 Farmington, NM 87401-3874 TELEPHONE: 505-326-7600 FAX: 505-326-3233 4970 Teays Valley Road Suite K Charleston, WV 25560 TELEPHONE: 304-755-9501 FAX: 304-755-9502

104 Corporate Drive • Morgantown, WV 26501 TELEPHONE: 304.983.8900 • FAX: 304.983.8905

PROPOSAL

SUBMITTED TO:			JOB DESCRI	PTION:
<b>Shentel</b>			Date:	September 03, 2019
PO Box			Job:	Cumberland South New Build
	g, VA 22824		Location:	Cumberland MD
Attn:	William Shehan		Quotation #:	Q210504
Phone:	540-460-9880	Fax:	Email:	William.Shehan@emp.shentel.com

## We Hereby Submit specifications and estimates for the following:

#### Mr. Shehan.

Pillar innovations is pleased to present Shentel with the following proposal for the 69278 South Cumberland Project to include the removal of an existing tower and installing a new 166' tapered monopole.

#### Scope of work to include:

- Remove an existing 170' self-supporting tower and the foundation below grade. Dispose of it properly. Pricing is below.
- Remove an existing shelter and dispose of it properly. Pricing is below.
- Remove an existing fence and dispose of it properly. Pricing is below.
- Perform proper safety measures for the lead paint associated with the tower and shelter. Pricing is below.
- Remove and dispose of marked trees only.
- Cut in new access road and compound.
- Install a new tower foundation.
- Install a new 166' tapered Rohn monopole.
- Install customer provided top hat and ring.
- Install customer provide antennas and L&A materials per the 05/02/2019 REV 2 construction drawings.
- Install a new four gang meter stack.
- Install a new H-Frame.
- Install a new grounding system.
- Install all necessary conduits for electric and telco.
- Provide innerduct for the fiber conduit.
- Install 3/O wire from the meter to the PPC.
- Pick up materials at the Shentel warehouse in York PA.
- Provide a Porto John for the duration of the project.

#### Clarifications:

- Labor rates included in pricing listed below does not include Sundays or Holidays. Services are available during these periods for an additional fee, revised pricing can be provided upon customer request.
- Work completed outside the scope of work listed above will require a change order and will be completed at standard T&M rates.
- Delays caused by "other" beyond Pillar Innovations control will result in additional charges billed at standard T&M rates.
- Customer is responsible for providing all L&A materials.

#### Pricing Breakdown:

- Tower Removal and Disposal to include foundation removal below grade: \$31,214.00
- Shelter removal and disposal: \$6,774.00
- Existing fence removal and disposal: \$4,356.00
- Lead paint hazard safety (Personal physicals and fit testing of respirators etc..) and clean room: \$8,900.00
- Civil, Electrical and Fiber: \$66,055.00
- Pad and pier foundation: \$49,632.00
- New Monopole and Line and antenna installation: \$35,525.00
- Fencing and other: \$13,355,00

T .		
	TOTAL PRICE: See Above	
Payment to be made as follows: Net 30 days	TOTAL PRIOE. See Above	
Note: Price quoted does not include any applicable tax due to contra		
All material is guaranteed to be as specified. All work is to be completed in a work- manlike manner according to standard practices. Any alteration or deviation from abo	Contact Person: Scott Crawford	
specifications involving extra costs will be executed only upon written orders, and will	Authorized Signature: Prion Elko/Division Mone	ger
become an extra charge over and above the estimate. Owner shall maintain insurance in customary amounts to cover the work. Our workers are fully covered by workman's		
Acceptance of Proposal	Signature	
The above prices, specifications and conditions are satisfactory		
and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature	
Date Accepted:		
Date / toophed.	Note: This proposal may be withdrawn if not accepted within	30 days

#### **Item Attachment Documents:**

Order 26,549 - accepting the proposal of First Fruits Excavating, Inc. for the installation of a modular block retaining wall, and other related items, along Cumberland Street near the intersection with Johnson and Market Streets (City Project 24-18-M) in the estimated not-to-exceed price of \$119,250.00, which will be funded through CDBG program funding

## - Order -

of the

# **Mayor and City Council of Cumberland**MARYLAND

ORDER NO. <u>26,549</u> DATE: October 15, 2019

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

**THAT**, the bid from First Fruits Excavating, Inc., 407 Plum Run Road, Ridgeley, WV, 26753 for the Cumberland Street Retaining Wall (24-18-M) in the estimated unit price of One Hundred Nineteen Thousand, Two Hundred Fifty Dollars and No Cents (\$119,250.00) be and is hereby accepted, and all other bids are hereby rejected; and

**BE IT FURTHER ORDERED**, that this project is being funded by CDBG funding from years 2014 and 2015 totaling \$89,482.46, and modified by approximately \$63,000 in 2018 CDBG funds through the amendment process.

\_\_\_\_\_

Raymond M. Morriss, Mayor

Contractor	Bid Amount
First Fruits Excavating, Inc.	\$119,250
Excavating Associates	\$127,403
Carl Belt, Inc.	\$148,082
Francos Liberty Bridge, Inc.	\$225,851



PROJECT INFORMATION							
Project Title:	Cumberland Street Retaining Wall						
City Project:	24-18-M						
Contract Length: 60 Calendar Days							
	ENGINEER'S ESTIMATE						
Estimated By:	John R. DeVault						
Date Estimated: 8/9/2019							
	BID OPENING						
Date & Time:	October 8, 2019 2:30 PM EDT						
Location: Council Chambers, City Hall Cumberland, MD 21502							

## **CERTIFIED BID TABULATION**

BIDDER	BIDDER	BIDDER	BIDDER
Excavating Associates	First Fruits Excavating Inc.	Carl Belt, Inc.	Francos Liberty Bridge Inc.
P.O. Box 434 Ellerslie, MD 21529	407 Plum Run Rd. Ridgeley, WV 26753	11521 Milnor Ave P.O. Box 1210 Cumberland, MD 21502	6426 Aaron Lane Clinton, MD 20735

72				ENGINEER'S	SESTIMATE	Excavating Associates		First Fruits Excavating Inc.		Carl Belt, Inc.		Francos Liber	rty Bridge Inc.
BASE BID	SE BID				g'a gold all al			Maria de Sa		8/51.7		-1000	
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1001	Mobilization	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 7,860.00	\$ 7,860.0	\$ 18,500.00	\$ 18,500.00	\$ 30,000.00	\$ 30,000.00	\$ 22,635.00	\$ 22,635.00
1002	Construction Stakeout	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 5,385.00	\$ 5,385.0	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,230.00	\$ 7,230.00
1003	Maintenance of Traffic	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 7,562.00	\$ 7,562.0	\$ 1,700.00	\$ 1,700.00	\$ 5,000.00	\$ 5,000.00	\$ 18,750.00	\$ 18,750.00
1004	Temporary Orange Construction Fence	LF	300	\$ 10.00	\$ 3,000.00	\$ 4.17	\$ 1,251.0	\$ 3.00	\$ 900.00	\$ 2.45	\$ 735.00	\$ 2.35	\$ 705.00
2001	Reshape Embankment	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 14,752.00	\$ 14,752.0	\$ 18,050.00	\$ 18,050.00	\$ 14,400.00	\$ 14,400.00	\$ 79,276.00	\$ 79,276.00
2002	Test Pit Excavation	CY	4	\$ 185.00	\$ 740.00	\$ 222.00	\$ 888.0	\$ 200.00	\$ 800.00	\$ 315.00	\$ 1,260.00	\$ 550.00	\$ 2,200.00
3001	Silt Fence	LF	170	\$ 15.00	\$ 2,550.00	\$ 4.30	\$ 731.0	\$ 4.00	\$ 680.00	\$ 4.80	\$ 816.00	\$ 8.50	\$ 1,445.00
3002	Inlet Protection	EA	3	\$ 300.00	\$ 900.00	\$ 159.00	\$ 477.0	\$ 250.00	\$ 750.00	\$ 310.00	\$ 930.00	\$ 456.00	\$ 1,368.00
3003	Type E Combination Inlet	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 5,085.50	\$ 10,171.0	\$ 6,000.00	\$ 12,000.00	\$ 6,210.00	\$ 12,420.00	\$ 1,050.00	\$ 2,100.00
3004	12" HDPE Pipe	LF	120	\$ 180.00	\$ 21,600.00	\$ 72.90	\$ 8,748.0	\$ 64.00	\$ 7,680.00	\$ 25.00	\$ 3,000.00	\$ 110.00	\$ 13,200.00
3005	Manhole	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 3,299.00	\$ 3,299.0	\$ 5,000.00	\$ 5,000.00	\$ 5,775.00	\$ 5,775.00	\$ 2,220.00	\$ 2,220.00
3006	Temporary Sandbag Berm	LF	30	\$ 100.00	\$ 3,000.00	\$ 25.00	\$ 750.0	\$ 30.00	\$ 900.00	\$ 13.50	\$ 405.00	\$ 45.00	\$ 1,350.00
4001	Modular Block Retaining Wall	SF	460	\$ 50.00	\$ 23,000.00	\$ 54.80	\$ 25,208.0	\$ 36.00	\$ 16,560.00	\$ 54.00	\$ 24,840.00	\$ 74.00	\$ 34,040.00
5001	Patch Existing Asphalt Pavement	SF	540	\$ 10.00	\$ 5,400.00	\$ 10.80	\$ 5,832.0	\$ 10.00	\$ 5,400.00	\$ 7.30	\$ 3,942.00	\$ 9.25	\$ 4,995.00
5002	Portland Cement Concrete Pavement Repair	SF	50	\$ 80.00	\$ 4,000.00	\$ 45.08	\$ 2,254.0	\$ 40.00	\$ 2,000.00	\$ 23.00	\$ 1,150.00	\$ 138.00	\$ 6,900.00
6001	Standard Type A Concrete Curb 8" x 18"	LF	180	\$ 70.00	\$ 12,600.00	\$ 62.10	\$ 11,178.0	\$ 45.00	\$ 8,100.00	\$ 61.00	\$ 10,980.00	\$ 25.00	\$ 4,500.00
6002	5" Reinforced Concrete Sidewalk	SF	700	\$ 20.00	\$ 14,000.00	\$ 15.90	\$ 11,130.0	\$ 15.00	\$ 10,500.00	\$ 26.00	\$ 18,200.00	\$ 18.00	\$ 12,600.00
6003	Detectable Warning Surface	SF	20	\$ 45.00	\$ 900.00	\$ 21.00	\$ 420.0	\$ 25.00	\$ 500.00	\$ 32.00	\$ 640.00	\$ 100.00	\$ 2,000.00
6004	Mix No. 3 Concrete for Miscellaneous Structures	CY	2	\$ 800.00	\$ 1,600.00	\$ 231.00	\$ 462.0	\$ 1,000.00	\$ 2,000.00	\$ 650.00	\$ 1,300.00	\$ 850.00	\$ 1,700.00
6005	48" Chain Link Fence	LF	85	\$ 55.00	\$ 4,675.00	\$ 95.00	\$ 8,075.0	\$ 30.00	\$ 2,550.00	\$ 95.00	\$ 8,075.00	\$ 62.00	\$ 5,270.00
8001	Sheet Aluminum Signs	SF	32	\$ 50.00	\$ 1,600.00	\$ 21.00	\$ 672.0	\$ 40.00	\$ 1,280.00	\$ 25.00		\$ 35.00	\$ 1,120.00
8002	Square Perf. Tubular Steel Sign Post	EA	2	\$ 375.00	\$ 750.00	\$ 149.00	\$ 298.00	\$ 200.00	\$ 400.00	\$ 207.00	\$ 414.00	\$ 123.50	\$ 247.00
TOTAL BASE BID							\$ 127,403.00		\$ 119,250.00		\$ 148,082.00		\$ 225,851.00



PROJECT INFORMATION							
Project Title:	Cumberland Street Retaining Wall						
City Project: 24-18-M							
Contract Length: 60 Calendar Days							
	ENGINEER'S ESTIMATE	H					
Estimated By:	John R. DeVault						
Date Estimated:	Date Estimated: 8/9/2019						
	BID OPENING	H					
Date & Time:	October 8, 2019 2:30 PM EDT						
Location: Council Chambers, City Hall Cumberland, MD 21502							

# **CERTIFIED BID TABULATION**

BIDDER	BIDDER	BIDDER	BIDDER
Excavating Associates	First Fruits Excavating Inc.	Carl Belt, Inc.	Francos Liberty Bridge Inc.
P.O. Box 434 Ellerslie, MD 21529	407 Plum Run Rd. Ridgeley, WV 26753	11521 Milnor Ave P.O. Box 1210 Cumberland, MD 21502	6426 Aaron Lane Clinton, MD 20735

				ENGINEER'S ESTIMATE			Excavating	Associates	First Fruits E	cavating Inc.	Carl B	Francos Liberty Bridge Inc			
ADD ALT. WOR	DD ALT. WORK									11 4110,515	Escapica &	THE WEST	To Mind	3	3 7 1 1
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY.	UNIT PRICE	AMOL	UNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE		AMOUNT
1002.1	Construction Stakeout (For Alternate Work)	LS	1	\$ 7,000.00	\$ 7,0	00.00	\$ 8,070.00	\$ 8,070.00	\$ 500.00	\$ 500.00	\$ 12,740.00	\$ 12,740.00	\$ 4,652.00	\$	4,652.00
1003.1	Maintenance of Traffic	LS	1	\$ 7,000.00	\$ 7,0	00.00	\$ 8,703.00	\$ 8,703.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 22,755.00	\$	22,755.00
5001.1	Patch Existing Asphalt Pavement	SF	520	\$ 10.00	\$ 5,2	200.00	\$ 11.00	\$ 5,720.00	\$ 10.00	\$ 5,200.00	\$ 7.55	\$ 3,926.00	\$ 9.25	\$	4,810.00
6001.1	Standard Type A Concrete Curb 8" x 18"	LF	320	\$ 70.00	\$ 22,4	100.00	\$ 61.60	\$ 19,712.00	\$ 45.00	\$ 14,400.00	\$ 55.00	\$ 17,600.00	\$ 25.00	\$	8,000.00
6002.1	5" Reinforced Concrete Sidewalk	SF	1740	\$ 20.00	\$ 34,8	300.00	\$ 15.95	\$ 27,753.00	\$ 15.00	\$ 26,100.00	\$ 18.00	\$ 31,320.00	\$ 18.00	\$	31,320.00
6003.1	Detectable Warning Surface	SF	40	\$ 45.00	\$ 1,8	300.00	\$ 21.00	\$ 840.00	\$ 25.00	\$ 1,000.00	\$ 22.00	\$ 880.00	\$ 100.00	\$	4,000.00
6004.1	Mix No. 3 Concrete for Miscellaneous Structures	CY	2	\$ 800.00	\$ 1,6	00.00	\$ 231.00	\$ 462.00	\$ 1,000.00	\$ 2,000.00	\$ 650.00	\$ 1,300.00	\$ 850.00	\$	1,700.00
6005.1	48" Fence	LF	80	\$ 55.00	\$ 4,4	100.00	\$ 95.00	\$ 7,600.00	\$ 35.00	\$ 2,800.00	\$ 100.00	\$ 8,000.00	\$ 62.00	\$	4,960.00
6006.1	Funish and Install Edge Protection Railing	LF	15	\$ 140.00	\$ 2,1	.00.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00	\$ 210.00	\$ 3,150.00	\$ 102.00	\$	1,530.00
7001.1	Placing Furnished Topsoil 4 Inch Depth	SY	25	\$ 7.00	\$ 1	.75.00	\$ 56.88	\$ 1,422.00	\$ 20.00	\$ 500.00	\$ 40.00	\$ 1,000.00	\$ 32.00	\$	800.00
7002.1	Turfgrass Establishment	SY	25	\$ 7.00	\$ 1	75.00	\$ 10.36	\$ 259.00	\$ 10.00	\$ 250.00	\$ 6.00	\$ 150.00	\$ 2.20	\$	55.00
8001.1	Sheet Aluminum Signs	SF	64	\$ 50.00	\$ 3,20	00.00	\$ 21.00	\$ 1,344.00	\$ 40.00	\$ 2,560.00	\$ 25.00	\$ 1,600.00	\$ 35.00	\$	2,240.00
8002.1	Square Perf. Tubular Steel Sign Post	EA	4	\$ 375.00	\$ 1,50	00.00	\$ 149.00	\$ 596.00	\$ 200.00	\$ 800.00	\$ 207.00	\$ 828.00	\$ 123.50	\$	494.00
8003.1	Remove And Reset Existing Sign Post	EACH	4	\$ 300.00	\$ 1,20	00.00	\$ 257.25	\$ 1,029.00	\$ 400.00	\$ 1,600.00	\$ 134.00	\$ 536.00	\$ 700.00	\$	2,800.00
8004.1	Remove Existing Street Side Tree	EA	1	\$ 1,500.00	\$ 1,50	00.00	\$ 4,516.00	\$ 4,516.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 3,972.00	-	3,972.00
	DD ALT. WORK	\$ 94,0	50.00		\$ 91,026.00		\$ 62,210.00		\$ 84,730.00		\$	94,088.00			

TOTAL BASE BID
TOTAL ADD. ALT. WORK
TOTAL ALL WORK

BID SUMMARY											
ENGINEER'S ESTIMATE Excavating Associates					First Fruits Excavating Inc.	Carl Belt, Inc.			Francos Liberty Bridge Inc.		
\$	168,315.00	\$	127,403.00	\$	119,250.00	\$	148,082.00	\$	225,851.00		
\$	94,050.00	\$	91,026.00	\$	62,210.00	\$	84,730.00	\$	94,088.00		
\$	262,365.00	\$	218,429.00	\$	181,460.00	\$	232,812.00	\$	319,939.00		

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

John R. DeVault Engineering Specialist

# **Council Agenda Summary**

Meeting Date: October 15, 2019

**Agenda Item Number:** 24-18-M

Key Staff Contact: Robert Smith

#### Item Title:

Cumberland Street Retaining Wall (City Project # 24-18-M)

#### Summary:

Recommendation is to award the contract to First Fruits Excavating Inc., of Ridgeley, WV. First Fruits was the lowest of the 4 bids received.

This project includes the installation of a modular block retaining wall and other related items along Cumberland Street near the intersection with Johnson Street and Market Street. This project includes the installation of estimated quantity of the following: 460 SF of modular block retaining wall, 2 EA of type E combination inlets, 120 LF of 12" HDPE pipe, 1 manhole, 180 LF of type A curb, 700 SF 5" reinforced concrete sidewalk, 85 LF of 48" chain link fence, and other miscellaneous items.

#### **Issues and Considerations:**

This project is being funded with CDBG Funding, Funding currently approved from 2014 and 2015 funds equals \$89,482.46. Additionally, the funding will be modified by approximately \$63,000 in 2018 CDBG funds through the amendment process

Fiscal Impact:							
Is this item budgeted? X Yes □ No							
Budget:	CDBG Grant Funds						
Value of award:	\$119,250.00						
If item is not budgeted, does the budget need to be appropriated? □ Yes □ No							
Is there grant funding being used? □ Yes x No							
If grant funding is being used, does it require a City match? □ Yes x No							
Match provisions:							

Is this a sole source purchase? 

Yes x No (If so, attach department recommendation and approval from City Administrator.)