



Mayor and City Council of Cumberland

Mayor Raymond M. Morris
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

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

AGENDA

M&CC Regular Meeting
City Hall

DATE: November 01, 2022

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Proclamations

1. A Proclamation declaring November as "Family Court Awareness Month" in the City of Cumberland

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for June, 2022

(B) Police

1. Police Department Monthly Report for September, 2022

Approval of Minutes

1. Approval of the Work Session Minutes of July 12, 2022, and the Closed and Regular Session Minutes of July 19, 2022

Public Hearings

1. Public Hearing - to receive comment on the proposed annexation of 37.69 acres +/- located along the east side of Messick Road and the north side of Starlight Drive and Limestone Road in Allegany County, MD, Election District No. 16, owned by the Cumberland Economic Development Commission

Unfinished Business

(A) Ordinances

1. Ordinance 3928 (*2nd and 3rd readings*) - authorizing the transfer of 619 Green Street to C Corp Leasing, Inc. for the purchase price of \$559
2. Ordinance 3929 (*2nd and 3rd readings*) - authorizing the transfer of 222 Pear Street to C Corp Leasing, Inc. for the purchase price of \$1,022
3. Ordinance 3930 (*2nd and 3rd readings*) - authorizing the transfer of 420 Pine Avenue to Nelson Rivera for the purchase price of \$4,050
4. Ordinance 3931 (*2nd and 3rd readings*) - authorizing the transfer of 842 Gephart Drive to C Corp Leasing, Inc. for the purchase price of \$1,084
5. Ordinance 3932 (*2nd and 3rd readings*) - authorizing the transfer of 846 Gephart Drive to C Corp Leasing, Inc. for the purchase price of \$1,846
6. Ordinance 3933 (*2nd and 3rd readings*) - authorizing the transfer of 802 Maryland Avenue to C Corp Leasing, Inc. for the purchase price of \$1,000
7. Ordinance 3934 (*2nd and 3rd readings*) - authorizing the transfer of 13 W. Clement Street to Dennis and Cheryl Sponaugle for the purchase price of \$30,500

New Business

(A) Orders (Consent Agenda)

1. Order 27,116 - authorizing the Chief of Police to accept the FY23 Maryland State Police License Plate Reader Grant in the amount of \$67,484.46 for the purchase of two car mounted license plate readers and one license plate reader speed trailer
2. Order 27,117 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount of \$39,996 for the term November 1, 2022 through November 1, 2023
3. Order 27,118 - approving Minor Amendment #1 10212022 to the 2020 Community Development Block Grant Program effective November 1, 2022
4. Order 27,119 - approving Minor Amendment #2 10242022 to the 2021 Community Development Block Grant Program effective November 1, 2022
5. Order 27,120 - authorizing the Chief of Police to utilize Maryland State Police License Plate Reader grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services at a total cost of \$29,100 through the Maryland State Bid Process
6. Order 27,121 - authorizing the Chief of Police to utilize Maryland State Police License Plate Reader grant funds to purchase a Radar Speed Trailer with LPR from Applied Technology Services at a total cost of \$38,384.46 through the Maryland State Bid Process

- [7.](#) Order 27,122 - authorizing a Cost Share Agreement with MD-SHA for Materials Testing and Inspection for the Baltimore Street Access project (12-16-M) with the City's portion estimated not to exceed \$21,250.84, which represents 20% of the total estimated cost of \$106,254
- [8.](#) Order 27,123 - authorizing a Cost Share Agreement with MD-SHA for Construction Inspection Services for the Baltimore Street Access Project (12-16-M) with the City's portion estimated not to exceed \$120,842.29, which represents 20% of the total estimated cost of \$601,211.45
- [9.](#) Order 27,124 - awarding the Baltimore Street Access Project (12-16-M) to Triton Construction, the low responsive bidder, in the amount not to exceed \$14,638,500
- [10.](#) Order 27,125 - awarding the South Street ADA Improvements Project (19-21-M) to Excavating Associates, Inc., the low responsive bidder, in the amount not to exceed \$221,036
- [11.](#) Order 27,126 - authorizing a 2003 Chevy Truck to be declared surplus for sale, trade in or disposal
- [12.](#) Order 27,127 - authorizing the execution of a Certified Local Government Grant agreement between Mayor and City Council and the Maryland Historical Trust in the amount of \$23,000 for the development and production of a Cumberland Historic Preservation Plan

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. A Proclamation declaring November as "Family Court Awareness Month" in the City of Cumberland

City of Cumberland
~ MARYLAND ~

Proclamation

- WHEREAS,** *the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;*
- WHEREAS,** *the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated 58,000 children a year ordered into unsupervised contact with physically or sexually abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;*
- WHEREAS,** *the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence, childhood trauma, child sexual abuse, coercive control, and post separation abuse for all professionals working on cases within the family court system, as well as to increase awareness on the importance of using scientifically valid, evidence-based treatment programs and;*
- WHEREAS,** *the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research, including The Adverse Childhood Experiences Study; Child Custody Evaluators' Beliefs About Domestic Abuse Allegations; and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations. Such research is a critical component to making decisions that are truly in the best interest of children.*


Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of November, 2022 to be

"Family Court Awareness Month"

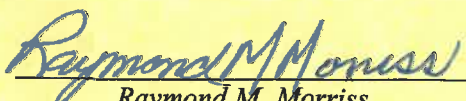
in the City of Cumberland and commend its observance to all citizens.

Given under our Hands and Seals this 1st Day of November, in the Year 2022,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.

ATTEST:


Allison Layton
City Clerk

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**


Raymond M. Morris
Mayor

File Attachments for Item:

. Administrative Services Monthly Report for June, 2022

Administrative Services Monthly Report for June, 2022

November 1, 2022

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of June, 2022.

Information Technology Department

June 2022

Statistics

180 new help desk requests
175 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Assist Finance with tax billing
- Deploy new folder/sealer
- Continue migrating servers to Public Safety computer room

Parks and Recreation

June 2022

Diane Johnson, Director

Pavilion Reservations and usage for the month of June: 39 reservations
1 rental of the Activities Building

Sunday in the Park Concert series: Three concerts were held at the Park Amphitheater in June. Performing Artists – “Night Traveler, featuring Greg Larry”, “The Hounder,” and “Surrender Dorothy” Approximate attendance: 1,000

Funding for this program is provided by the *City of Cumberland*

The National Marbles Tournament in Wildwood N.J. – The Tournament was held this year after its cancellation for the last two years due to Covid. Cumberland was represented at the tournament by returning Local Champions due to no School tournaments held this year, also related to Covid. The Mason Cup Marble Tournament is scheduled for August 6 & 7, at the Cumberland Marble Rings in Constitution Park

Baseball/ Softball League play and practices for June:

The City of Cumberland provides fields for the following leagues:

- Pee Wee League
- Girls Softball League
- Dapper Dan Little League Baseball
- Industrial League
- Co-ed League
- YMCA Soccer League

Two Adult Softball Tournament was held June 4, June 25 at Mason Sports Complex Fields

Riverside BMX- Hosted a Regional BMX Race at their Track at Mason. June 17 – 19.

Junior Striders – The Allegany County Junior Strider organization held a free run and swim at Constitution Park and pool on June 21 for youth in the Cumberland area.

83rd Season - Constitution Park Pool –

The Park Pool was open weekends until Allegany County Public Schools closed for the school year on June 7.

26 Days of Operation – paid Attendance: 3,517

Admissions using pre-purchased swim cards or season passes - 682

Other group usage total – 69

Day Camp Swimming – 646

YMCA Camp Swimming – 134

Boys & Girls Club - 13

Pool Parties – 9

Water Aerobics - 15

The Park Pool is open daily 12 noon to 7:00 p.m. in June & July.

Free Swim and Movie Night at the Pool – June 17 – 250

Constitution Park Day Camp

9 Days of Day Camp – Attendance: 696

Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Dance, Breakfast, Lunch, afternoon swimming, Bus transportation (funded by *Department of Social Services*) “Fun Friday Activities”.

Summer Lunch Program the Parks & Recreation Department is the sponsor for the Summer Lunch Program in the Cumberland area. Local sites include Constitution Park Day Camp, and YMCA Riverside Summer Day Camp.

June meals served – Breakfast: 681 Lunches: 717

Meetings attended:

June Recreation Advisory Board meeting & picnic 6/6/22

Staff walking tour of Constitution Park
 Day Camp personnel training meetings
 Organizational meetings and training for Lunch programs at Constitution Park Day Camp, YMCA – Riverside
 Day camp program
 Planning meetings for seasonal special events – Pool and other programs
 Meetings related to Fireworks program

Upcoming:

July 4th Celebration and Fireworks
 Movie Night and Swim – 6/17/22
 Park Concert Series to continue at the Park Amphitheater
 Planning for Fall Sports and field usage

Community Development Report

June 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Kevin Thacker, Code Compliance Manager

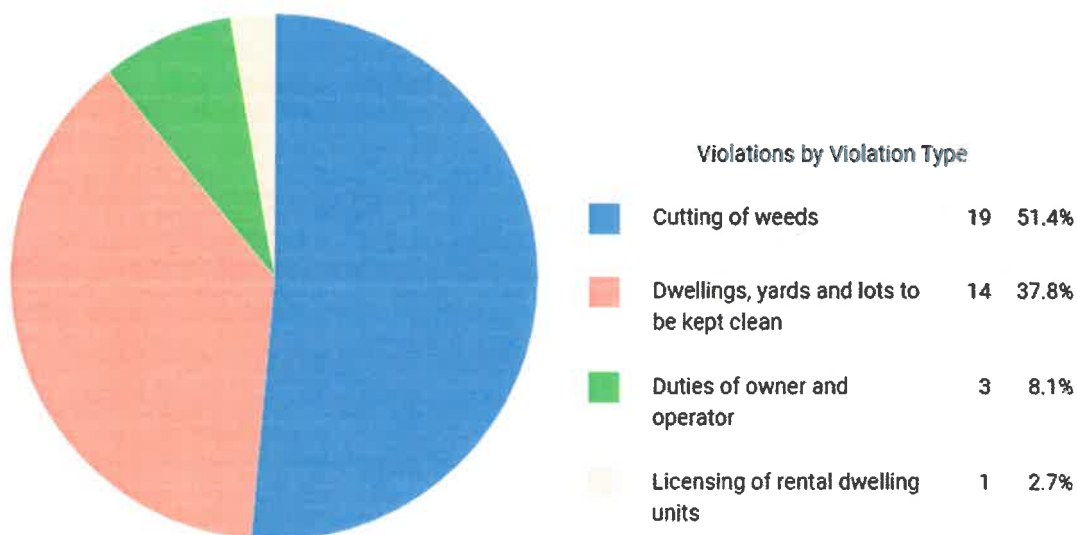
Noted Activity:

(TBD, Kevin)

Code Enforcement Activity:

87 new cases received – 16 of those are still open
 37 violations were found
 134 cases have been resolved

Open Date From: 06/01/2022
 Open Date To: 06/30/2022



Permits/Reviews & Rental Licenses:

30 Total Permits/Reviews were issued
 30 Rental Inspections were completed

Building	Miscellaneous	Occupancy	Signage
Residential 1	Residential..... 6	Residential..... 0	Commercial 4
Commercial 0	Commercial..... 0	Commercial..... 3	
Electrical	Plumbing	Utility	Demolition
Residential 6	Residential..... 0	Residential..... 2	Residential 2
Commercial 0	Commercial..... 1	Commercial..... 0	Commercial 0
Public ROW	Rental Licences	Rental Inspections	
Residential 3	Issued 24	Pass..... 29	
		Fail..... 1	
Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)		Certificates of Appropriateness	
(Type) 0		Issued 4	
		Request for Change/Amendment	
		Issued 0	

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$45.00
Miscellaneous Permits	90.00
Occupancy Permits.....	90.00
Sign Permits	186.50
Utility Permits.....	0.00
Plan reviews, Amendments & appeals	0.00
Zoning Classification Determination (info request).....	0.00
Municipal Infractions (citations)	0.00
Certificates of Appropriateness.....	120.00
Rental Licenses (new & renewals.....	50.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$581.50

Demolition Bonds Collected \$1,500.00

Community Development Programs

June 2022

Lee Borrer, Senior Community Development Specialist

ARPA Narrative Report

Jane's Place facilitated two Stewards of Children Trainings 6 participants completed the training. Contacts were made with church, Frostburg Police, City CPD, and Rocky Gap.

4 trainings are scheduled and 4 dates were approved by Rocky Gap State Park but not scheduled yet.

Outreach provided at an event of 400 people at the Head Start Rodeo in Cumberland. Faith communities, youth serving organizations healthcare providers, educators, parents, concerned citizens, law enforcement, government agencies, small business owners and policy makers are targeted for this training.

No emergency funds were expended but referrals are now available by the victim advocate.

The Cumberland YMCA is having difficulties due to the pandemic product shortage and supply chain issues. They cannot find buses to meet their needs and desires. CEO is working with City staff to use contacts to acquire buses. No headway to date.

Property Improvement Program is Underway

Policy, procedures and forms have been created by staff. Three addresses are underway. Two households were approved for income eligibility qualifying at under 60% AML.

A group of 5 contractors have been vetted and loaded as vendors to entertain scope of work estimates/bids for property improvements to those qualifying households.

Community Development Block Grant (CDBG) Monthly Activity	June (v1) 2022 Report	Original Bud	ERR	Contract	Lifetime Funds Exp	
Project	Year	Original Budget			Expended	Remain
2019 Slush (Final) Fire Dept IDIS 1780	2019	\$5,659.63			\$5,659.63	\$0.00
2019 Total Funds		\$5,659.63	ERR	Contract	Expended	\$0.00
Baltimore Street Redesign	2020	\$402,700.00	x	Released	\$0.00	\$402,700.00
HRDC Emergency Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83
Admin	2020	\$77,821.64	x	x	\$77,821.64	\$0.00
Constitution Park Inclusive Playground Ph. 2	2020	\$65,000.00	x	x	\$64,201.40	\$798.60
HRDC Transitional Homeless Shelter Fire Dept/Const. Pk.	2020	\$6,000.00	x	x	\$0.00	\$0.00
Fire Dept Stair Chair 1780	2020	\$2,626.37	x	x	\$2,625.45	\$0.92
Const. Pk. Incl. Playground Ph. 2 guard station (amended)		\$3,373.63			\$0.00	\$35,617.19
AYEPS Youth Ctr. Facility Rehab.	2020	\$4,752.83				\$4,752.83
2020 PI Slush (final as of July 2021) Constitution Park	2020	\$66.40			\$0.00	\$66.40
2020 Grant Totals		\$773,785.60			\$327,196.61	\$448,688.77
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	x			\$232,721.00
Queen City project break away	2021		x	x		
South Street project break away	2021		x			
HRDC Rental Rehabilitation	2021	\$19,300.00	x		\$0.00	\$19,300.00
YMCA Riverside Dehumidification	2021	\$200,368.00	x	x	\$177,167.00	\$23,201.00
Admin	2021	\$126,426.00	x		\$68,461.99	\$57,964.01
Ind Cost	2021	\$15,120.00	x		\$9,477.00	\$5,643.00
Fair Housing	2021	\$8,454.00	x		\$5,784.93	\$2,669.07
YMCA Gilchrist HVA Repl. Ph 2	2021	\$48,520.00	x	x	\$48,519.00	\$1.00
AHEC Emergency Dental Access	2021	\$4,000.00	x	x	\$4,000.00	\$0.00
Assoc Char Long Term	2021	\$4,000.00	x	x	\$4,000.00	\$0.00

Assoc Char Short Term	2021	\$5,000.00	x	x	\$5,000.00	\$0.00
PHA JFV Sidewalk Imps	2021	\$35,000.00	x	x	\$35,000.00	\$0.00
FCRC IPV	2021	\$9,500.00	x	x	\$9,500.00	\$0.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	x	x	\$3,728.70	\$232.30
Jane's Place Inc	2021	\$4,000.00	x	x	\$3,972.67	\$27.33
YMCA Food Program Trans. Housing Shelter	2021	\$5,000.00	x	x	\$5,000.00	\$0.00
Constitution Park/Splashpad	2021	\$87,750.00	x		\$0.00	\$87,750.00
2021 PI credits						\$6,550.50
2021 Grant Totals		\$809,120.00			\$51,206.38	\$436,059.21
	year		fund			
Program Income July	2021	\$5.32	2020 Adm			
Program Income Aug	2021	\$5.32	2020 Adm			
Program Income Sept	2021	\$5.31	2020 Adm			
Program Income Oct	2021	\$0.00	N/A			
Program Income Nov	2021	\$10.63	2021 Adm			
Program Income Dec 21	2021	\$4.62	2021 Adm			
Program Income Feb 22	2021	\$6,516.82	2021 Adm			
Program Income March 22	2021	\$4.61	2021 Adm			
Program Income April 22	2021	\$4.60	2021 Adm			
Program Income May 22	2021	\$4.61	2021 Adm			
Program Income June 22	2021	\$4.61	2021 Adm			
Total PI 2021		\$31.20				
Total PI credited to 2020		\$15.95				
Total PI credited to 2021		\$6,550.50				
					Expended	Remaining
Total						\$884,747.98
					Total All Years	\$884,747.98
as of 7/25/22 post June (1st) 2022 Draw						

ARPA Project	Original Grant	Expended	Balance	Beneficiaries
Property Improvement Project			\$0.00	3 underway
ARPA Janes Place	\$102,623.00	\$7,947.11	\$94,675.89	6 people trained

ARPA YMCA Buses	\$216,000.00		\$216,000.00	0
-----------------	--------------	--	--------------	---

Project Name	Amount Funded	Expended	Funds Remain	IDIS #	Not funded
CV HRDC Emergency Assistance (COMPLETED)	\$24,992.05	\$24,992.05	\$0.00	1757	\$ -
CV Small Business Grants (TERMINATED)		\$0.00	\$0.00		\$ -
CV Associated Charities Emergency Homeless Prevention	\$21,768.22	\$6,768.22	\$15,000.00	1763	
CV Hazard Pay Relief Program (COMPLETED)	\$55,000.00	\$55,000.00	\$0.00	1762	\$ -
CV Broadband & Technology Accessibility EXPANDED	\$172,456.00	\$69,586.92	\$102,869.08	1758	increase
CV YMCA Gymnasium Roof (Gilchrist) NEW	\$40,600.00		\$40,600.00		\$ 40,600.00
CV AYEPS ADD FUNDS	\$0.00		\$0.00		
CV Family Crisis Resource Center COVID hotline/Hepa new	\$84,544.00		\$84,544.00		\$ 84,544.00
TOTAL CV1	\$399,360.27	\$156,347.19	\$243,013.08		\$ 125,144.00
B20MW24001 Award	\$476,251.00				
Total	\$274,216.27	\$156,347.19	\$243,013.08		
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,053.73	\$50,396.23	\$139,657.50		
CV3 YMCA Transitional Housing Sanitizer (COMPLETED)	\$6,750.00	\$6,750.00	\$0.00	1765	
TOTAL CV3	\$196,803.73	\$57,146.23	\$139,657.50		\$ -
B20MW24001 Award	\$119,910.00				
Sub Recipient					

Historic Planning/Preservation

June 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquires I:

Personal Training

Continue to train and learn the following systems:

- Logos
- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on June 8th
- Reviewed and administered Certificate of Appropriateness permits

Meetings

- Attended Youth Coalition meeting
- Attended and spoke at Mayor and City Council Meeting
- Served on DDC Committee to review Marketing Proposals
- Met with Engineering regarding upcoming Section 106 reviews
- Met with citizen to discuss the possibility of bringing local Historic Preservation into the classroom as a history or social studies component.
- Attended statewide Historic Preservation roundtable sponsored by City of Frederick and State of Maryland.

Grants, Tax Credits and Section 106 reviews

Administered funding/grants for:

- Residential Accessibility Improvement \$50,000.
- Roof Replacement Program \$50,000.
- Created report on CLG funding for '20,'21 & '22
- Worked on Community Legacy application (Due July 13th)
- Conducted Section 106 Reviews (as needed) for CDBG funding.

Comptroller's Office

Financial Activity Report, June 2022

Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of June 2022.

On June 1, 2022, the City had a cash balance of \$9.0 million. Disbursements exceeded receipts by \$851 thousand resulting in a cash balance of \$8.1 million at June 30, 2022.

As of June 30, 2022, the significant tax receivable balances were as reflected in the table below.

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	\$457,589
Non-Corp Personal Property	2,318
Corporate Personal Property	292,734
Real Property (semiannual payments)	286,282
Real Property (Half Year)	738
	<u>\$1,039,661</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

June 30, 2022

	Cash	Investments
Beginning Balance	\$ 8,930,317	\$ 23,660,368
Add:		
Cash Receipts	17,082,693	-
Investment Transfer	-	9,810,151
Less:		
Disbursements	17,934,816	-
Investment Transfer	-	-
Ending Balance	\$ 8,078,194	\$ 33,470,519
Restricted	\$ 1,055,057	\$ 15,703,264

The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

Restricted Cash

	6/1/2022	Increase	Utilization	6/30/2022
Police Seizures	\$ 111,634	\$ 1,731	\$ 612	\$ 112,753
Est of Dorothy Jackson	8,535	-	946	7,589
Bowers Trust	68,580	6,056	4,000	70,636
Street Improvement	-	-	-	-
GOB 21	364,980	39	115,190	249,829
ARPA	588,166	63	30,192	558,037
Demolition & Fiscal Agent Bonds	56,213	-	-	56,213
	<u>\$ 1,198,108</u>	<u>\$ 7,889</u>	<u>\$ 150,940</u>	<u>\$ 1,055,057</u>

Restricted Investments

	6/1/2022	Increase	Utilization	6/30/2022
DDC	\$ 5,900	\$ 3	\$ -	\$ 5,903
GOB 21	1,729,401	894	-	1,730,295
ARPA	4,166,988	9,800,078	-	13,967,066
	<u>\$ 5,902,289</u>	<u>\$ 9,800,975</u>	<u>\$ -</u>	<u>\$ 15,703,264</u>

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

Estate of Dorothy Jackson is donations for fire, police, and police K-9.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds associated with the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	6/1/2022	Issue	Utilization	6/30/2022
CDA 2019	\$ 1,010,312	\$ -	\$ -	\$ 1,010,312
CDA 2021	6,402,500	-	78,321	6,324,179
GOB 21	2,094,381	-	114,258	1,980,123
	\$ 9,507,193	\$ -	\$ 192,579	\$ 9,314,614

Decatur Street Project

	6/1/2022	Issue	Utilization	6/30/2022
MWQFA Series 2022A	\$ 1,181,105	\$ -	\$ -	\$ 1,181,105
MWQFA Series 2022B	425,140	-	-	425,140
Decatur Street Grants	1,003,000	-	650,723	352,277
	\$ 2,609,245	\$ -	\$ 650,723	\$ 1,958,522

CSO Projects

	6/1/2022	Issue	Utilization	6/30/2022
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380

Utilization of \$114K from GOB 21 includes \$11K toward flood control concrete repairs, \$31K toward the cross connections program, \$19K for hydrant and valve replacements, \$2k toward the Fayette St. water main replacement, \$47K for a Sewer Department tool body truck, and \$4K toward police admin vehicles. Of the \$78K utilized from CDA 2021, \$16K was toward police admin vehicles, \$10K for IT Department

SAN drives, \$23K toward anthracite and sand filter media, \$28K toward the Fayette St. water main replacement, and \$1K toward the influent screen project.

\$650K of the Decatur Street waterline project grant was utilized this month. The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is partially funded with \$5.4 million in grants and \$0.2 million in loan. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding is being sought from Maryland Department of the Environment (MDE) to begin the engineering phase in FY 23. Phase 4 project cost is estimated at \$4 million. The 78" pipeline project is budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private

property easement or acquisition. The total estimated project cost is \$67 million and is partially funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of June 30, 2022)

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). On June 1, 2021, the first 50% was received. On June 6, 2022, the second 50% was received. The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$ 19,595,850			
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses		\$ 183,500	\$ 15,443	\$ 168,057
Promoting the Community		\$ 33,563	\$ 30,312	\$ 3,251
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ -	\$ 174,350
Pool Area and Splash Pad		\$ 71,250	\$ -	\$ 71,250
Janes Place for Abused Children		\$ 102,623	\$ 7,947	\$ 94,676
Union Rescue Mission		\$ 750,000	\$ -	\$ 750,000
Community Development Property Improvement		\$ 364,960	\$ -	\$ 364,960
Affordable Housing Assistance		\$ 250,000	\$ -	\$ 250,000
YMCA Bus Replacement		\$ 216,000	\$ -	\$ 216,000
PPE				
General		\$ 50,969	\$ 26,952	\$ 24,017
Facilities and Equipment		\$ 15,031	\$ 15,031	\$ -
Prisoner Processing Improvements		\$ 176,200	\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety Buildings		\$ 1,300,000	\$ -	\$ 1,300,000
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$ 10,000,000	\$ 4,149,913	\$ 5,850,087
Infrastructure Investments				
Water		\$ 5,073,452	\$ -	\$ 5,073,452
Unallocated Interest Earned		\$ -	\$ -	\$ 5,781
Total:	\$ 19,595,850	\$ 19,595,850	\$ 5,079,551	\$ 14,522,080

Fiscal Year 2022 Budget Review

June 30, 2022

General Fund:

The table below illustrates the differences between the unaudited FY22 results and the unofficial revised budget with an explanation for the most significant variances.

City of Cumberland FY 2022 Actual Results to Revised Budget Comparison			
	YTD Thru June 30	FY 2022 Revised Budget	%age
Revenues			
Taxes	\$ 13,347,415	\$13,041,336	102.3%
Licenses & Permits	153,661	114,900	133.7%
Intergovernmental	7,345,672	6,915,098	106.2%
Charges for Services	1,837,384	1,688,741	108.8%
Fines, Forfeitures & Interest	45,727	40,045	114.2%
Miscellaneous	1,298,131	1,217,607	106.6%
Financing Proceeds	4,198,248	4,198,248	100.0%
Original Issue Premium	615,344	615,344	100.0%
Interfund Transfers	2,536,951	2,496,686	101.6%
Total Revenue and other financing sources	31,378,534	30,328,005	103.5%
Expenditures			
General Government	1,996,416	1,967,204	101.5%
Public Safety	13,712,345	13,974,041	98.1%
Public Works	2,327,534	2,453,764	94.9%
Recreation	848,366	862,422	98.4%
Community Dev & Housing	1,432,923	1,473,965	97.2%
Debt Service	3,428,576	3,428,476	100.0%
Operating Transfers	529,964	875,705	60.5%
Total Expenditures and other financing uses	24,276,123	25,035,577	97.0%
Surplus (Deficit)	\$ 7,102,411	\$ 5,292,428	
(Creation) or utilization Restricted/nonspendable fund balance	(2,730,179)	(2,001,823)	
Increase in unassigned Fund balance	\$ 4,372,232	\$ 3,290,605	

Revenue – Overall the actual FY22 revenue is \$1.1 million (3.5%) above the revised budget. Actual year-to-date results through June 2022 indicate an improvement in tax, licenses and permits, intergovernmental, charges for services and miscellaneous revenues. The overall revenue increase is driven by five main changes:

- Tax revenue experienced a net increase of \$0.3 million due to improved corporate personal property, deferred and penalties and interest revenues
- Licenses and permits experienced a net increase of \$0.1 million primarily due to increased building and utility revenue
- Intergovernmental revenue experienced a net increase of \$0.4 million due to a \$0.1 million increase in highway user and a \$0.3 million increase in income tax
- Charges for services increased \$0.1 million primarily due to improved ambulance service revenue and repayment of police training resulting from an employment agreement upon resignation
- Miscellaneous revenues improved by \$0.1 million resulting primarily from a change in accounting standard due to GASB 87 implementation

Expenditures – The actual FY22 expenditure is \$0.8 million below the revised budget. This decrease is primarily due to:

- \$0.3 million reduction in public safety expenditures resulting primarily from an ambulance purchase that has been delayed to FY23

- \$0.1 million reduction in public works expenditures resulting primarily from Street Department capital equipment that has been delayed to FY23
- \$0.4 million reduction in operating transfers for capital projects that have been postponed or delayed to FY23

Unassigned Fund Balance - The actual FY22 results reflect an increase to the City's unassigned fund balance of \$1.8 million over the revised budget. This result is the net effect of the above discussion.

The table below depicts the General Fund FY22 budget status through June 30, 2022 and its comparison to the prior year.

City of Cumberland
FY 2022 Comparison to FY 2021 General Fund

	FY 2022			FY 2021		
	YTD Thru June 30	Adopted Budget	%age	YTD Thru June 30	Adopted Budget	%age
Revenues						
Taxes	\$ 13,347,415	\$ 12,611,449	105.8%	\$ 13,501,941	\$ 12,701,280	106.3%
Licenses & Permits	153,661	102,700	149.6%	221,369	122,900	180.1%
Intergovernmental	7,345,672	3,625,797	202.6%	4,818,302	3,089,824	155.9%
Charges for Services	1,837,384	1,624,700	113.1%	1,639,737	1,569,450	104.5%
Fines, Forfeitures & Interest	45,727	40,400	113.2%	35,055	59,200	59.2%
Miscellaneous	1,298,131	1,254,100	103.5%	1,491,122	982,000	151.8%
Financing Proceeds	4,813,592	4,718,304	102.0%	9,092,267	2,240,474	405.8%
Interfund Transfers	2,536,951	2,546,849	99.6%	2,571,456	2,651,374	97.0%
Total Revenue and other financing sources	31,378,534	26,524,299	118.3%	33,371,250	23,416,502	142.5%
Expenditures						
General Government	1,996,416	1,776,048	112.4%	1,787,736	1,786,435	100.1%
Public Safety	13,712,345	13,678,259	100.2%	12,064,100	11,684,675	103.2%
Public Works	2,327,534	2,737,782	85.0%	2,715,034	2,740,055	99.1%
Recreation	848,366	878,527	96.6%	785,921	708,834	110.9%
Community Dev & Housing	1,432,923	1,373,059	104.4%	1,432,621	1,359,178	105.4%
Debt Service	3,428,576	3,179,707	107.8%	9,532,355	3,097,380	307.8%
Operating Transfers	529,964	4,498,922	11.8%	568,871	1,710,223	33.3%
Total Expenditures and other financing uses	24,276,123	28,122,304	86.3%	28,886,637	23,086,780	125.1%
Surplus (Deficit)	\$ 7,102,411	\$ (1,598,005)		\$ 4,484,613	\$ 329,722	
(Creation) utilization Restricted/nonspendable fund balance	(2,730,179)	1,599,047		(1,475,576)	(328,067)	
Increase (Decrease) in unassigned Fund balance	\$ 4,372,232	\$ 1,042		\$ 3,009,037	\$ 1,655	

Revenue

- Tax revenue is \$154K less in FY22 compared to the same period last year. This net FY22 reduction over FY21 is a result of FY21 having \$195K greater penalty and interest revenue and \$274K greater reduction to deferred revenue. These revenues were greater because FY20 did not have a tax sale which created a larger volume of penalties, payments to avoid tax sale and tax sales in FY21. FY21 benefited from greater penalty, interest, and tax sale revenue over FY22. In detail:
 - Real estate tax revenue is down year-over-year by \$40K
 - Personal property corporate tax is up by \$137K
 - Personal property local tax is up by \$9K
 - Hotel/motel tax is up \$116K
 - Property tax credits are down \$124K
 - Penalties and interest are down \$195K
 - Deferred revenue is down \$274K

- Enterprise Zone reimbursement is down \$29K.

The difference in the Enterprise Zone reimbursement results from the varying level of reimbursable enterprise credits in each fiscal year.

- Intergovernmental revenue is higher by \$2.5 million in FY22 due to \$2.1 million increased COVID-19 stimulus revenue, \$0.1 million increase in highway user revenue, and \$0.3 million increase in state income tax received.
- Charges for Services are \$200K higher in FY22 from improved ambulance service revenue, timing of rental registrations and increased summer camp program activity.
- Miscellaneous revenue is lower by \$192K in FY22 due to FY21 including a greater amount of surplus property sales, one non-recurring rental payment on a cell tower lease and a greater LGIT health refund.
- Financing proceeds can vary significantly from year to year and based on many factors including availability of assets, weather, contractor availability, etc. The City financed fewer capital purchases in FY21 than in FY22. The FY22 amount represents the CDA21 bond issuance and its primary components are vehicles, Baltimore Street Access Project, street paving and building improvements.
- Interfund transfers –Sewer Fund Pilot is down by \$35K over the prior year due to reduced net book value resulting from an additional year of depreciation. New asset additions during FY21 did not exceed the value of depreciation.

Expenditures

- General government expenditures are higher in FY22 than during the same period last year by \$209K. This is caused by:
 - \$69K increase in year over year expenditures in Department 33/Information Technology resulting from the timing differences of capital and non-capital equipment, software maintenance and software as a service expenditures
 - \$59K year over year increase in Department 51/Vehicle Maintenance primarily due to the additional of ARPA premium pay not offset by other payroll expenditure reductions, timing of software as a service expenditures and lower vehicle maintenance charges to other departments
 - \$83K increase in Department 68/Central Services primarily resulting from increased worker's compensation claims paid
 - \$29K increase primarily resulting from a camera system upgrade in Department 71/Municipal Service Center
 - \$47K increase in Department 32/City Hall primarily due to one-time forgiveness of CARES Act small business loans

- Increases are partially offset by a temporary City Administrator position vacancy in Department 12/City Administrator, and lower health insurance maximum funding equivalent in Department 85/Insurance
- Public Safety expenditures are greater by \$1.6 million in FY22 over FY21 primarily due to the payment of premium pay in FY22 and a \$1.3 million fire truck purchase.
- Public Works expenditures are down by \$388K primarily due to the timing of capital expenditures in Department 56/Street Maintenance and a milder winter over the prior year for Department 57/Snow Removal.
- Recreation expenditures represent 110.9% of the FY21 annual budget compared to 96.6% of the FY22 annual budget. During FY21, swimming pool expenses and revenue exceeded expectation for the year as we included a 50% reduction in budgeted activity due to COVID. The pool was open much more than anticipated during FY21 which results in the higher percentage of budget, whereas in FY22 a reduction in budgeted activity is not present.
- Debt Service is \$6.1 million less over the prior year due to FY21 having a portion of its bonds refinanced to lower interest rates and FY22 not having a similar circumstance. FY22 debt service is 107.8% of budget due to the May FY21 CDA 2014 10- and 15-year payment made in July of FY22, the bond issuance costs associated with the CDA 2021 bond, and the new CDA 2021 debt service in March of FY22.
- Operating transfer expenditures are slightly lower in FY22 due to the General Fund capital project activity level and timing of debt draws.

Unassigned Fund Balance

- The actual FY22 results reflect an increase to the City's unassigned fund balance of \$1.4 million greater than the increase from FY21. This result is the net effect of the above revenue and expenditure discussion.

Health Care Claims Analysis

The table below compares our FY22 health care plan status to FY21. The claims status can fluctuate widely from month to month. It is something we monitor closely, but the earlier in the year the less concerned we are about variances. Key points are as follows:

- Through June 30th, we have a \$692K surplus compared to \$912K in FY21 and a performance ratio of 94.24% compared to 86.93% in FY21.
- A key figure to watch is our performance ratio. The annual rates are established by estimating claims and adding a 15% "corridor" as a cushion for overages. A performance ratio of 100% indicates that we are at the expected claims rate.
- Group members pledge a "cross-share" that can be used to cover deficits of other members. During FY22, the City's "cross-share" was reduced from 22.5% to 10%.

- Our “potential refund” is the balance after cross share which is the surplus less any anticipated cross-share.

Month	Total Deposits	Reinsurance		Net Monthly Claims Paid	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross		Anticipated Cross Share Needed	Balance After Cross Share
		Received	Pending					%age	Dollars		
Jun-22	3,865,057	527,227	30,203	3,792,106	67,395	697,777	94.24%	10.0%	(69,778)	(5,994)	691,784
Jun-21	4,109,977	286,291	17,358	3,441,034	30,539	1,003,131	86.93%	22.5%	(225,704)	(91,320)	911,811

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

File Attachments for Item:

. Police Department Monthly Report for September, 2022



City of Cumberland Department of Police

Monthly Report
September 2022



City of Cumberland Department of Police

Monthly Report

September 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	10	12	B & E (All)	11	8	Murder	2	0	Rape	1	4
Robbery	4	1	Theft - Felony	3	0	Theft - Vehicle	2	0			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	34	21	Theft - Petty	22	32	Domestic Assaults	18	21	CDS	48	27
Disturbances	150	145	DOP/Vandalism	28	21	Indecent Exposure	3	3	Sex Off - Other	2	5
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	3	2
Trespassing	23	31	Assault on Police	5	6	Assault Other	28	46			

Selected Miscellenous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	2	3	Juvenile Compl.	21	25	Missing Persons	3	8	School Resource	249	157
School Threat	2	1	Sex Off. Regist.	5	4	Truancy	7	0	Death Investigation	5	6

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	12	8	Hit & Run	18	27	M/V Crash	71	61	Traffic Stop	369	408

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	38	40	Assist Motorist	23	37	Check Well-Being	113	119	Foot Patrol	59	74
Assist Other Agency	63	84	Bike Patrol	10	0	Special Events	6	11	Suspicious Activity	80	95

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	23	131	Arrest	274	223	Closed	2181	2207	Suspended	61	66



City of Cumberland Department of Police

Monthly Report

September 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	59	34	M/V SERO	7	2	M/V Warnings	302	360	Arrest on View Adult	34	32
Arrest On Crim. Cit.	13	9	Arrest Summons	26	38	Arrest Warrant Adult	45	54	Adult Crim.	117	134
Arrest Summon (Chrg)	21	33	Arrest Warrant (Chrg)	20	30	Juvenile Crim.	15	17	Arrest on View Juv	10	14
Arrest Warrant JUV	0	1	Emer. Petition	57	52	Fingerprinting	2	0	RunAway & Miss Per.	3	8
Civil Citation	4	2									

Total Incidents Reported :

2021	2022
2,539	2,627

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

September 2022

SWORN PERSONNEL: 48 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	7 officers
Squad N2	9 officers
C3I/C3IN	4 officers
School Resource	1 officer
Academy	2 recruits
Medical/Modified Duty	3 officers

CIVILIAN EMPLOYEES: 5 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time OPEN
MCIN Coordinator	1 full time* OPEN
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time* OPEN
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 622.50

YEAR TO DATE (beginning 07/01/22): 2,737.50

COMP TIME USED: 26

YEAR TO DATE (beginning 07/01/22): 383.75

SICK TIME USED: 161

YEAR TO DATE (beginning 07/01/22): 428.50

OVERTIME REPORT

OVERTIME WORKED: 177.25

YEAR TO DATE (beginning 07/01/22): 541.75

HOSPITAL SECURITY: 40

YEAR TO DATE (beginning 07/01/22): 160

COURT TIME WORKED: 200

YEAR TO DATE (beginning 07/01/22): 860

File Attachments for Item:

1. Approval of the Work Session Minutes of July 12, 2022, and the Closed and Regular Session Minutes of July 19, 2022

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, July 19, 2022; 3:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1) and (3) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments and a real estate matter.

MOTION: Motion to enter into Closed Session was made by Council Member Marchini, seconded by Council Member Cioni, and was passed on a vote of 5-0.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Marjorie Woodring, City Clerk

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, July 12, 2022, 4:00 p.m.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Marjorie Woodring, City Clerk; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist; Jonathan Hutcherson, Chairman-CEDC Board of Directors

I. FINAL DRAFT - CEDC STRATEGIC ECONOMIC DEVELOPMENT PLAN REASSESSMENT

Mr. Miller introduced Jonathan Hutcherson, Chairman of the CEDC Board of Directors, and provided background on the Strategic Economic Development Plan, and also provided a PowerPoint presentation.

Mr. Hutcherson advised that the final point today is plan adoption in order to move forward. He stated that the plan was divided into four sections: 1) history of the plan, 2) goals and objectives, 3) CEDC Organization, 4) summary and wrap-up.

Mr. Hutcherson discussed the Strategic Economic Development Plan, which he stated in 2014 brought about the creation of the CEDC as a separate entity. He commended the M&CC's decision at the time to take a bold action seven years ago, and said it has greatly benefited the City. He also discussed business and misconceptions, and said a good idea doesn't mean a successful business – it's all about the execution. He thanked Mr. Miller and the team for moving this forward.

Mr. Hutcherson went over all the strategic studies and plans over the years, and said the CEDC has utilized all of them. He provided photos of multiple projects, stating there is one goal – a single unified Cumberland corridor design.

Mr. Hutcherson discussed why the plan gets updated, said it can serve as a good checkpoint, and stated that the world, including Cumberland, has changed significantly in the last two years.

Mr. Hutcherson went over the finalized goals, and stated that the main one is to develop the CEDC, which he stated has been done, and then discussed enhancing coordination, increasing public support, creating jobs, and improving Cumberland.

Mr. Hutcherson reviewed the chapters of the Strategic Plan Report, and said regarding Socioeconomic Analysis, Cumberland will continue to see population decline due to job loss through 2026, and said focus should be placed on creating diverse jobs that won't be as affected to economic downturn.

Mr. Hutcherson advised that with more products being cheaper online, there is less demand for goods and services at a local level. Regarding real estate, he also noted that the City has little or no developable land; however, he did say that there has been a recent uptick in attracting professionals.

Mr. Hutcherson reviewed Target Industries, and discussed UPMC as being a boon to the area, saying there will be ancillary effects, such as pharmaceutical companies and other providers that will want to be close to them. Regarding tourism, he stated that the GAP trail is probably one of the most powerful assets the City has.

Mayor Morriss questioned Mr. Hutcherson on remote business services, and asked if there was anything out there for internet access besides Atlantic Broadband. Mr. Hutcherson advised that there were a few, but said they will be very expensive for the time being. He stated that where the City is going to be in two years will be very different from now, but in a good way.

Mr. Hutcherson discussed Implementation Strategy, and stated that prioritizing things should come first, along with the CEDC staying focused on the mission, and said the CEDC should not be thought of as a catch-all for other stuff. He advised that their Board of Directors has always wanted to be more self-sufficient, and said that's one of things they'll do moving forward. He also talked about the partnerships they've made, and asked that the CEDC be thought of as an investment that will yield a long-term payoff.

Mr. Hutcherson reviewed Recommended Approach, and discussed business retention and expansion. He discussed how much work the CEDC is doing, having only two people to do business attraction, and said it's a lot of time and expense, along with keeping up with all the various projects, and added that right now the focus is on small businesses, entrepreneurs, and telecommuters.

Mr. Hutcherson reviewed the role of the CEDC, saying first and foremost is just running the business. He said the more the CEDC can help the City by them being a 501-3c, the better, and asked that the City take advantage of them in that respect. He discussed land-banking and talked about leadership and developing forward-thinking approaches.

Mr. Hutcherson briefly discussed current staffing and resources, and their recommended staffing additions; Marketing and Grant Manager, Ombudsman, and an Entrepreneurial Development Specialist.

Mr. Hutcherson discussed the Top 5 Changes from the 2014 plan, discussed the collaboration between entities, and said the Messick Road project is a great example. He also discussed coordination and recognition of efforts between the City and the CEDC, better technology, UPMC Western Maryland being a game-changer, and improved access to continuing education and workforce training.

Questions and Comments

Mayor Morriss thanked Mr. Hutcherson for the presentation, and stated that the CEDC's growth, and plan implementation is a logical progression.

Councilwoman Marchini discussed workforce development, and about it being an impediment to bringing people here and expanding. Mr. Miller stated that the answer is bridging the gaps between the private sector and the education system. He said the CEDC has been working on

how to enhance the Focus on the Future program, and stated that within their manufacturing roundtables they have created curriculum to help fill workforce needs.

Councilman George stated that Cumberland's region needs to speak as one voice to Annapolis and to D.C., because of our limited resources. There was discussion about the Greater Cumberland Committee and the City reciprocating resources with them and other entities.

Council and Staff thanked Mr. Miller and Mr. Hutcherson for their presentation.

II. BALTIMORE STREET ACCESS PROJECT UPDATE

Mr. Miller advised that the Engineering Department had sent the documents again to MDOT last week for a cursory review by Federal Aid, and said they are anticipating getting the project to bid in August.

Mr. Miller discussed a new grant they received through the DHTD, and said they were awarded close to \$100K for expanding surveillance capabilities on Baltimore Street.

Mr. Miller stated that they are currently overhauling the Baltimore Street website (www.historiccumberlandcitycenter.com) and said it is being done through a grant they obtained for over \$4K. He said the entire process should be finalized by the end of August.

III. MESSICK ROAD PROJECT UPDATE

Mr. Miller advised that the new tenant that has been discussed has commissioned and finalized their survey for their 3-acre parcel, and are working to finalize their engineering drawings. He also advised that the new tenant would like to break ground on the project by the end of summer, and said the CEDC will issue a press release with the tenant's name and more details in the upcoming weeks.

Mr. Miller stated that Engineering has submitted a \$125K grant application to the ARC for the expansion of City water and sewer services.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:15 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Public Meeting
City Hall, 57 N. Liberty St., Cumberland, MD

DATE: July 19, 2022

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

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Marjorie Woodring, City Clerk; Shannon Adams, Fire Chief; Captain Jim Burt, Administrative Services-CPD

IV. Statement of Closed Meeting

1. Statements of closed meetings held July 12 and July 19, 2022

Mayor Morriss announced that closed sessions had been held on July 12, 2022 at 4:00 p.m. and on July 19, 2022 at 3:30 p.m., and read into the record summaries of those meetings 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.

V. Presentations

1. Recognition of Firefighter Trey M. Corbin on his successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute.

Fire Chief Shannon Adams presented Firefighter/EMT Trey Corbin, provided background on Mr. Corbin, and talked about his work at the academy. Chief Adams, as well as M&CC,

welcomed Firefighter Corbin to the Cumberland Fire Department. Members of the CFD were also in attendance.

VI. Director's Reports

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

(A) Public Works

1. Maintenance Division monthly report for June 2022

(B) Fire

1. Fire Department monthly report for June, 2022

(C) Police

1. Police Department monthly report for June, 2022

VII. Approval of Minutes

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

1. Approval of the Closed Session Minutes of March 22 and 29, 2022, and the Regular Session Minutes of April 5, 2022.

VIII. New Business

(A) Ordinances

1. **Ordinance No. 3922 (*1st reading*)** - (ZTA #22-02) to amend the definition for the Residential-Office (R-O) Zoning District set forth in Section 25-101(b)(5) of the City Code and amend the Use Regulations Table set forth in Section 25-132 to include "Dwelling Units / Mixed Uses" as a permitted use in the R-O District.

Mr. Silka advised that this is the final step of this ordinance to allow mixed use development in Residential-Office zones, and said the process was started for the former Memorial Hospital site.

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to accept the reading and table until next meeting was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

2. **Ordinance No. 3923 (*1st reading*)** - accepting the bid from Kevin and Anita Thacker for the purchase of surplus properties at 7 and 9 Arch Street for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance.

Mr. Silka advised that this property was previously listed under surplus sale, it went out for bid, and no bids were received.

FIRST READING: The ordinance was submitted in title only for its first reading. **Motion** to accept the reading and table until next meeting was made by Councilman George, seconded by Councilman Cioni, and was passed on a vote of 5-0.

3. **Ordinance No. 3924 (1st reading)** - accepting the bid from Kevin and Anita Thacker for the purchase of surplus property at 105 Grand Avenue for the amount of \$100.00 and authorizing execution of a deed to effect the conveyance.

Mr. Silka advised that this property also was previously listed under surplus sale, went out for bid, and no bids were received.

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

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morris called for questions or comments. **Motion** to approve all items was made by Councilman George, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Order 27,038 - accepting the purchasing cooperative contract with Allegany County for unleaded gasoline and diesel fuel from Southern States Co-op, Inc. for an amount not-to-exceed \$325,000.

Order 27,039 - approving a 2022-2023 Special Taxing District residential exemption of \$334.93 for 27 N. Centre Street.

Order 27,040 - authorizing execution of Change Order No. 1 to the existing contract with Hite Associates, Inc. for the "WRF Head of Plant & Operations Building Roof Replacement Project (5-22-WFR)" for an increased amount not-to-exceed \$967.23, to address the replacement of plywood and fabrication of new exhaust flues.

Order 27,041 - accepting the proposal of Gwin, Dobson and Foreman, Inc. for the "Repairs to Bridge A-C-01 McMullen Bridge - Engineering Services Contract (18-16-BR)" in the lump sum cost not-to-exceed \$42,812.

Order 27,042 - accepting the bid of Casey Smith, LLC, dba ServicePro for the "2022 Residential Grass Mowing Project (2022-14-M)" in the amount not to exceed \$53,390 for the period 7/1/22 - 6/30/24 with the option for a 1-year extension.

Mr. Silka advised that this contract is for a total of 51 residential properties.

Order 27,043 - accepting the bid of Casey Smith, LLC dba ServicePro for the "2022 Non-Residential Grass Mowing Project (2022-15-M)" in the amount not to exceed \$41,000 for the period of 7/1/22 - 6/30/24, with the option for a 1-year extension.

Mr. Silka advised that this contract is for a total of 18 non-residential properties.

Order 27,044 - declaring certain City-owned properties to be surplus and authorizing them for public sale.

Order 27,045 - authorizing execution of a Master Services Agreement with UPMC (University of Pittsburgh Medical Center) Benefit Management Services, Inc., to provide health management and wellness, and employee assistance products and services for City employees for a one-year term effective July 1, 2022, with provisions for automatic one-year renewals, at a per member monthly rate of \$2.25.

Mr. Silka advised that this Order authorizes funding and set-up the City's Employee Assistance Program (EAP).

Order 27,046 - authorizing the appointment of Brian K. Plitnik to the Historic Preservation Commission for a four-year term effective July 19, 2022 through July 19, 2026.

IX. Public Comments

There were no comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:32 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Order 27,116 - authorizing the Chief of Police to accept the FY23 Maryland State Police License Plate Reader Grant in the amount of \$67,484.46 for the purchase of two car mounted license plate readers and one license plate reader speed trailer

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

ORDER NO. 27,116

DATE: November 1, 2022

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

THAT the Chief of Police be and is hereby authorized to accept a FY23 Maryland State Police License Plate Reader Grant in the amount of Sixty Seven Thousand Four Hundred Eighty Four Dollars and Forty Six Cents (\$67,484.46) which will be utilized to purchase two car mounted License Plate Readers and one License Plate Reader Speed Trailer.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: November 1, 2022

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Terner

Item Title: FY23 MSP LPR Grant

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

Authorize the Chief of Police to accept the FY23 Maryland State Police License Plate Reader Grant in the amount of \$67,484.46 for the purchase of two car mounted LPRs and one LPR speed trailer.

.

Amount of Award: \$67,484.46

Budget number:

Grant, bond, etc. reference: Grant



LARRY HOGAN
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

STATE OF MARYLAND
MARYLAND STATE
POLICE 1201 REISTERSTOWN
ROAD
PIKESVILLE, MARYLAND 21208-3899
410-486-3101
TOLL FREE: 1-800-525-5555
TDD: 410-486-0677



COLONEL
WOODROW W. JONES III
SUPERINTENDENT

October 18, 2022

RE: FY23 Local Agency License Plate Reader Grant Approval (Tracking Number: FY-0008)

Lt. Eric Bonner, Cumberland Police Department

I am pleased to advise your application for the FY23 Local Agency License Plate Reader Grant was approved for your agency in the amount of \$ 67,484.46 .

Funds are paid quarterly on a reimbursable basis. The Maryland Department of State Police will distribute awarded funds to grantees on a reimbursement of expenditures basis when proof of delivery, receipt and proof of payment (examples: paid invoice or cancelled check) is received. The reimbursement request must be electronically forwarded to the Director of Grants Patrick Linnehan and Detective Sergeant Keith Johnson via Email by **April 1, 2023**.

Patrick Linnehan
Director of Grants
Maryland Department of State Police
Strategic Planning Command
patrick.linnehan@maryland.gov

Keith Johnson
Detective Sergeant
Maryland Department of State Police
Criminal Intelligence Section
Walterk.johnson@maryland.gov

The acceptance of this grant requires a strong emphasis on accountability and transparency. Grantees must be prepared to track the inventory and expenditures attributable to using grant funds. Misuse of grant funds may result in various penalties, including suspension of current and future funds and civil/criminal penalties. Maintaining internal inventory records for equipment procured under this funding source is mandatory. Below is an example of what is required to keep complying using grant funding:

Serial Number	Manufacturer	Vendor	Unit Price	Tax, Shipping and Handling	Total Cost	Date Ordered	Date Received

Walter Keith
Johnson

Keith Johnson
Detective Sergeant
Maryland Department of State Police
Criminal Intelligence Section

Digitally signed by Walter Keith
Johnson
Date: 2022.10.18 09:13:53
-04'00'

"Maryland's Finest"

File Attachments for Item:

. Order 27,117 - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount of \$39,996 for the term November 1, 2022 through November 1, 2023

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

ORDER NO. 26,117

DATE: November 1, 2022

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

THAT, the proposal from Percy Public Affairs, LLC, 163 Waterfront Street, Suite 440, National Harbor, MD 20745, to provide lobbying and government relations services for the term of November 1, 2022 through November 1, 2023 be and is hereby accepted in the amount not-to-exceed Thirty-Nine Thousand Nine Hundred Ninety Six Dollars (\$39,996.00).

Raymond M. Morriss, Mayor



October 3, 2022

Via Email – jeff.silka@cumberlandmd.gov

Mr. Jeffrey F. Silka, City Administrator
The City of Cumberland
57 N. Liberty Street, Cumberland, Maryland 21502

RE: *Proposal of Government Relations Representation*

Dear Mr. Silka:

Once again, Percy Public Affairs, LLC, is honored for the opportunity to be the government relations representative for the City of Cumberland in Annapolis. The 2023 legislative session will bring about new changes to the leadership and direction for the State of Maryland over the next four years. As these changes begin to shape budgetary and policy decisions for both state and local governments, PPA is prepared to serve as the “voice” for the City of Cumberland, while also advancing the legislative interests on its behalf before the Administration and the Maryland General Assembly.

The benefits that PPA clients enjoy are the firm’s strong relationships and experience within Maryland’s branches of government, on-duty, statewide availability and resources to fulfill all of our contractual obligations. We firmly believe the long-standing relationships that we have cultivated within the Executive Branch, the members and staff of the Maryland General Assembly, and local elected officials and representatives establish an ongoing link between our Team and our clients.

We humbly submit this proposal for lobbying services to support the City’s priorities during the 2023 Legislative Session.

Should you, Mayor Morriss, or the City Council have any questions or concerns, I will be your primary point of contact moving forward. Please don’t hesitate to contact me at any time at rich@percypublicaffairs.com or my cell at 410-279-7684.

Thank you for your consideration and PPA is looking forward to partnering with the City of Cumberland.

Sincerely,

Richard J. Reinhardt, II, J.D.
Partner

163 Waterfront Street | Suite 440 | National Harbor | Maryland 20745

Percy Public Affairs, LLC – Background

Percy Public Affairs, LLC is a Maryland, minority-owned public affairs & government relations firm that specializes in healthcare, public safety, intergovernmental, procurement, and energy sectors. PPA embraces a collaborative and client-centered approach while taking on challenging and dynamic issues in Maryland. PPA helps clients navigate challenging environments, whether it is helping to shape an issue or positioning a company for success in the marketplace, in local communities, or in the halls of government.

Percy Public Affairs – Partners

Davion E. Percy:

Davion launched Percy Public Affairs, LLC in July of 2020. Prior to launching PPA, Davion worked the Government Relations Practice of Alexander & Cleaver, PA. He started out as a Government Relations Consultant, quickly rising to Vice President of the Government Relations Division. Prior to joining Alexander & Cleaver, Davion served in Prince George's County Government for 10 years. He worked five years in the Department of Environmental Resources (now the Department of Permitting, Inspections, and Enforcement).

During the last half of the decade he spent with Prince George's County, Davion served in the office of former County Council Member Karen R. Toles (D-Suitland) as Constituent Services Specialist and Chief of Staff, respectively. As part of his duties, Davion acted as Council Member Toles' community representative, liaison to the county's public safety agencies, and advisor on public safety policy initiatives. As Chief of Staff, Davion advised Council Member Toles on all policy matters, including zoning issues, and served as her staff liaison to the Health, Education, and Human Services committee, which she chaired. Additionally, he oversaw the day-to-day functions of the office.

Richard J. Reinhardt, II, J.D.

For over the last 16 years, Richard J. Reinhardt, II, J.D. has been working in state government affairs. Richard is a Partner at Percy Public Affairs and is the lead lobbyist on the firm's budget, procurement, business/trade association, and cybersecurity/IT portfolios. Over the last four years, he has successfully assisted his clients in securing state operating and capital appropriations, totaling \$86.4 million. He played a critical role in the successful passage of state-wide legislation to advance Maryland's cybersecurity policy and IT modernization investments and successfully enacted legislation that supports the advancement in Maryland's manufacturing industries.

In 2018, Richard served in the Hogan Administration as the Deputy Assistant Secretary for the Division of Workforce Development under Maryland's Department of Labor. Most notably, Richard was involved with the implementation of Maryland's Workforce Innovation and Opportunity (WIOA) State Plan and secured Maryland to be one of only six states to receive federal funding to support Maryland's dislocated workforce that were impacted by the opioid epidemic.

Prior to his position in the Administration, he served as the Director of Government Affairs for the Maryland Chamber of Commerce and Towson University. In his roles, Richard developed, coordinated, and lobbied legislative strategies and initiatives across the state, including education,

non-profits, hospitals, and the business community. He also organized and staffed several advisory groups and committees. In addition, Richard managed and testified on various pieces of legislation in the areas of Labor and Employment, Higher Education, Transportation, Environment and Workforce Development.

Richard served as Chief of Staff for State Senator J.B. Jennings. There, he aided in drafting legislative concepts, prepared committee testimony, assembled policy and fiscal briefings, and managed the day-to-day operations of the Senator's Annapolis and District offices. Before working for Senator Jennings, he was a judicial law clerk for the Honorable Robert N. Dugan.

Richard earned his Bachelor of Arts from the Maryland Institute College of Art. He went on to earn his Juris Doctor from Western Michigan University Cooley Law School in Lansing, Michigan.

Client Engagement

This **Client Engagement Agreement ("Agreement")** formalizes the relationship between **Percy Public Affairs LLC (PPA)**, having an address at **163 Waterfront Street, Suite 440, National Harbor, Maryland 20745** and the **City of Cumberland**, having an address at **57 N. Liberty Street, Cumberland, MD 21502 ("Client")**.

PPA and Client may also be referred to herein as a "Party" or collectively as "Parties." Client hereby engages PPA to provide lobbying and government relations services with the State of Maryland, its local governments, and school systems.

1. Terms and Definitions

This Agreement is effective as of November 1, 2022 (the "Effective Date") and continues through November 1, 2023 (the "Term") or until either party terminates this relationship pursuant to Section 5 herein.

PPA Primary Point of Contact:

Name: Richard Reinhardt

Email: rich@percypublicaffairs.com

Phone: 410-279-7684 (work cell)

Address: 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745

Client Primary Point of Contact:

Name: Jeffry F. Silka

Position: City Administrator

Email: jeff.silka@cumberlandmd.gov

Phone: 301-759-6424 (o.) / 240-609-9303 (c.)

Address: 57 N. Liberty Street, Cumberland, MD 21502

Client agrees to pay PPA monthly installments of **THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$3,333.00) (the "Fee")** each with no interest, according to the terms set forth in Section 4 herein.

2. Client Goals

Within one (1) month of the Effective Date, PPA and Client shall meet in person or via video or phone conference to discuss Client's goals and engage in collaborative strategic planning. PPA and Client will discuss at this goal-setting meeting the goals and tactics that will be used to attain those goals together.

PPA understands that some matters discussed during the annual goal-setting meeting or otherwise disclosed by Client may include Client trade secrets and other proprietary information which Client prefers to keep confidential. It is Client's sole responsibility to inform PPA if specific information discussed is to remain strictly confidential between Client and PPA. That information will be marked "Trade Secret" in PPA internal files to ensure all PPA employees keep these matters strictly confidential.

PPA will create a written annual strategic plan following the goal-setting meeting (the "Strategic Plan"). Client is encouraged to review the Strategic Plan carefully and provide feedback as soon as possible and from time to time if Client desires to make any changes therein. PPA will use the Strategic Plan to guide its advocacy on behalf of Client.

3. General Scope of Work

Ethics

Upon Client's signature of this Agreement, PPA will timely enroll its employed lobbyists, as required by law, as registered lobbyists for Client with the Maryland State Ethics Commission and other local governments' ethics registration authorities, as necessary and appropriate. Registration is effective for the lobbying year, which for the State of Maryland, begins on November 1 of each year and terminates on October 31 of the following year (the "State Lobbying Year").

If the Client - PPA relationship begins mid-State Lobbying Year, the registration will be effective for the remainder of the State Lobbying Year. If said relationship begins in the middle of any applicable local government registration term, the registration will remain effective for the remainder of that term. PPA will re-register members of its team for each State Lobbying Year and applicable local government lobbying term during the term of this Agreement on behalf of Client.

If Client or PPA discontinues this relationship, the registration(s) will remain active with the Maryland State Ethics Commission until the end of the State Lobbying Year or other applicable term unless Client expressly requests in writing their active termination.

The Maryland State Ethics Commission charges a fee of \$103 per lobbyist registration per client per year. Client will see this charge reflected on its billing invoice upon execution of this Agreement and in October of each year. Client retains all responsibility and liability for any and all applicable registrations required for all other employees and agents not employed by PPA.

PPA prides itself on exceptional ethical standards and strictly complies with state and local regulations.

The Maryland State Ethics Commission requires Activity Reports for each registered lobbyist twice per lobbying year- due May 31 and November 30. PPA will be responsible for timely filing each of these Activity Reports for any and all of its employees registered for Client.

The Maryland State Ethics Commission requires Special Event Reports to be filed following any legislative meal or reception event. PPA will be responsible for timely filing any Special Activity report warranted by PPA's advocacy efforts on behalf of Client.

Communication

Clear, open, frequent and candid communication is the key to any healthy relationship, including the one between Client and PPA. PPA will schedule regular status updates with Client, generally for up to one (1) hour every two (2) weeks by phone or video conference. During certain periods of significant activity which may include the annual Maryland General Assembly session from January to April ("Legislative Session"), these updates may be more frequent, and outside of the Legislative Session it may be appropriate to have less frequent meetings. At a minimum, primary points of contact for PPA shall attend these, with other representatives of PPA participating as necessary.

Email and phone communication is encouraged between Client and PPA between status updates and as often as appropriate. PPA will make every effort to respond to any Client communication within twenty-four (24) hours.

If Client is unhappy with the performance or lack thereof by PPA or any of its employees, contractors or agents, Client should contact PPA's Founding Partner, Davion Percy, at DPercy@percypublicaffairs.com or by calling his cell at 301-257-7241.

If Client or Client's employees or agents interact with government officials independently of PPA, then PPA respectfully requests that Client communicate with PPA about those interactions, even if they are in a personal capacity outside of their official work or unrelated to the goals Client is working on with PPA, to maximize PPA's ability to represent Client.

Offense and Defense

In addition to affirmative advocacy on legislative and procurement efforts, PPA shall review all state legislation and notify Client of any introduced legislation which may directly impact its work. Client is responsible for determining whether action should be taken on any proposed legislation and communicating such to PPA. Client may desire to determine in advance of the beginning of the state legislative session a process for determining in an expeditious manner whether Client will take a position on any relevant bills and what that position will be (options: Support, Support as Amended, Neutral/Monitor, Oppose.)

Scope of Engagement

The following is a short list of specific legislative and executive branch advocacy that will continue for Client during our next year of representation:

- **Advocating before the Maryland General Assembly concerning the interests of the Client;**
- **Educating the new Administration and his staff, the Executive Branch, and members of the Maryland General Assembly of Client's legislative agenda and priorities and advancing them during the 90-day session;**
- **Cultivating new relations between the Client and members of the Maryland General Assembly and strengthening existing relations to create long-term and sustainable**

support and legislative “champions” to advance the Client’s priorities and strategic plan for future years; and

- **Other matters agreed to by the Client and PPA (collectively, the “Scope of Engagement”) including other matters that may arise through the course of business in the general assembly.**

Services: During the Term, PPA will provide the following services (“Services”) to the Client related to the Scope of Engagement:

- **Devise, implement, and coordinate a strategy for the enactment of the legislation (the “Bill” or “Bills”) of interest to the Client;**
- **Meet with key stakeholders, including House and Senate leadership, respective committee members, executive branch officials, and other legislators of importance to advance the Client’s legislative agenda;**
- **Attend relevant meetings and/or hearings either with representatives of the Client or on behalf of the Client;**
- **Develop client relationships with key interested parties in Annapolis and throughout the State;**
- **Conduct ongoing review and tracking of all legislation during the 2023 Legislative Session, and provide real-time updates on developments pertinent to the Scope of Engagement as well as conduct regularly scheduled check-ins;**
- **Assist the Client with developing a communication plan, collateral (one pager), and other documents. These materials will educate members (current and new) of the General Assembly about the Client’s 2023 legislative agenda;**
- **Schedule specific meetings with the Legislative District representatives and the Western Maryland Delegations regarding the Client’s priorities and seek their support;**
- **Provide the Client with the three major updates throughout the 90-day session (scheduled in late January, late February, and Mid-April) discuss the work plan, deliverables and accomplished milestones;**
- **Provide strategic and political advice when requested and within the law related to campaign activities, elections, fundraising requests, and related matters;**
- **Work to support/defeat legislation of interest;**
- **Assist the Client in preparing testimony, amendments, and assists in the drafting of legislation of interest to the Client;**

- **Administrative support for hearings including the distribution of testimony, signing up witnesses and other necessary paperwork; and**
- **Ethics compliance filings as required.**

Political Contributions

Political contributions are a part of lobbying. PPA lobbyists contribute personally to legislators with whom they have personal and professional relationships. Maryland law prohibits lobbyists from soliciting political contributions from clients or advising clients about political contributions unless the client requests such information. If Client desires advice about whether making political contributions would be beneficial to building relationships with key legislators, it should send that request to rich@percypublicaffairs.com and PPA will advise in writing.

4. Fee and Payment

Client understands that the nature of government affairs work is cyclical, with workload varying from week to week and month to month. PPA's Fee is not based on an hourly rate or tied to any one member of the team or another, as client success is not based on a set number of hours worked. PPA will always employ its best efforts to achieve Client's goals.

PPA shall invoice Client monthly for PPA services. Invoices are sent on the first day of the invoice month. Payment is due upon receipt of invoice.

Maryland law forbids contingency fees in lobbying and government affairs work. PPA is unable to contract for or accept any payment based upon any outcome.

5. Termination

Either party may terminate this relationship at any time and for any reason with thirty (30) days' prior written notice to the other party. Notice should be made in writing and sent to rich@percypublicaffairs.com with the subject line: "*Termination of Relationship.*"

PPA internal files will not be transferred to Client. They will be retained for a period of years pursuant to state law and statute of limitations rules and thereafter destroyed by shredding or certified secure document destruction.

6. Law & Venue

Client and PPA agree that any dispute between them shall be resolved according to Maryland law through the Maryland court system.

7. Severability

If any section of this Agreement is found to be void or unenforceable, the remainder of the Agreement shall stand unimpeded.

8. Entirety

This Agreement represents the full agreement between PPA and Client. There are no oral agreements, other writings, or implied understandings between PPA, Client, or employees or agents

of either PPA or Client relating to PPA's representation of Client for lobbying or government relations purposes.

9. Counterparts

Client and PPA may execute this Agreement in counterparts, sending the signed copy to the other party by email or U.S. Mail. This Agreement is effective as of the date set forth herein.

#

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

Percy Public Affairs, LLC

By: _____

Richard J. Reinhardt, II, Partner

THE CITY OF CUMBERLAND

By: _____

Jeffrey F. Silka, City Administrator

File Attachments for Item:

. Order 27,118 - approving Minor Amendment #1 10212022 to the 2020 Community Development Block Grant Program effective November 1, 2022

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

ORDER NO. 27,118

DATE: November 1, 2022

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

THAT, the following Minor Amendment #1 10212022 to the 2020 Community Development Block Grant Program be and are hereby approved effective November 1, 2022:

Program	Current	Amendment	New Total
2020 Constitution Park Inclusive Playground Ph 2	\$789.61	(\$789.61)	0
2021 Program Income	\$6550.50	(\$76.80)	\$6,473.70
2020 Constitution Park 2020 Guard Station Rehabilitation	\$35,683.59	\$866.41	\$36,550

Raymond M. Morriss, Mayor

Community Development Block Grant Funds

Minor Amendment #1 10212022

City of Cumberland

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

The changes proposed for the Program Year 2020 CDBG Annual Action Plan primarily involves a change in funding allocation of less than fifty (50) percent to two identified activities. Constitution Park Inclusive Playground Ph 2 (SS20.056) project originally funded at \$65,000 has been completed under budget leaving a surplus of \$789.61. City Department of Engineering staff requested to use the surplus funds and 2021 Program Income totaling \$76.80 to increase the 2020 Constitution Park Guard Station Rehabilitation activity (SS20.056), originally funded at \$35,683.59. The funds are for asbestos removal/remediation and historic preservation sensitive rehabilitation to the guard station in Constitution Park. An increase in funds is necessary to complete this project due the inflation of cost in labor and materials.

As a result of the aforementioned proposed changes to the 2020 Annual Action Plan, the 2020 Constitution Park Guard Station Rehabilitation (SS20056) project funding will increase by \$866.41 for a total allocation of \$36,550. This change does not warrant a substantial amendment to the 2020 Annual Action Plan based upon the criteria outlined within the Plan Amendments section of the Citizen Participation Plan for the City of Cumberland Community Development Block Grant program.

This Minor Amendment to the 2020 Community Development Block Grant Annual Plan will be considered by Mayor and City Council at the regular meeting on Tuesday, November 1, 2022 in Council Chambers at City Hall at 6:15 PM.

File Attachments for Item:

. Order 27,119 - approving Minor Amendment #2 10242022 to the 2021 Community Development Block Grant Program effective November 1, 2022

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

ORDER NO. 27,119

DATE: November 1, 2022

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

THAT, the following Minor Amendment #2 10242022 to the 2021 Community Development Block Grant Program be and are hereby approved effective November 1, 2022:

Program	Current	Amendment	New Total
2021 Baltimore Street Redesign	\$11,028.50	(\$11,028.50)	0
2021 South Street Sidewalk ADA Improvements	\$162,000	\$59,036	\$221,036
2022 City Infrastructure Improvements/Baltimore Street Redesign Ph 3	\$236,392	(\$48,007.50)	\$188,384.50

Raymond M. Morriss, Mayor

Community Development Block Grant Funds

Minor Amendment #2 10242022

City of Cumberland

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

The changes proposed for the Program Year 2021 Annual Action Plan primarily involve a change in funding allocation of less than fifty (50) percent to two identified activities. The citywide 2021 Baltimore Street Redesign/Queen City Drive (TT21010) project, 1785, originally funded at \$70,721 after a previous amendment has been completed under budget leaving a surplus of \$11,028.50. City Department of Engineering staff requested to use the surplus funds to increase the 2021 South Street Sidewalk/ADA Improvement (TT21010) project, 1786, originally amended to be funded at \$162,000. The funds are allocated for sidewalk improvements on South Street and the bids were all much higher than the original estimate due to supply chain and other costs associated with high inflation in the industry. An increase in funding allocation from two sources is required to complete the scope of work. Therefore, \$48,007.50 of funding identified within the 2022 Annual Action Plan for sidewalks in Cumberland, titled City Infrastructure Improvements/ Baltimore Street Redesign Ph 3 (UU22.010) will increase South Street Sidewalk/ADA Improvements (TT21010) to the lowest bid total.

As a result of the aforementioned proposed changes to the 2021 Annual Action Plan and 2022 Annual Action Plan activities, the 2021 South Street Sidewalk/ADA Improvements project will be allocated a total of \$201,036 in CDBG from \$59,036 in 2021 and 2022 funds combined. This change is not substantial enough to warrant a substantial amendment to the either Annual Action Plan based upon the criteria outlined within the Plan Amendments section of the Citizen Participation Plan for the City of Cumberland Community Development Block Grant program.

This Minor Amendment to the 2021 & 2022 Community Development Block Grant Annual Plans will be considered by Mayor and City Council at the regular meeting on Tuesday, November 1, 2022 in Council Chambers at City Hall at 6:15 PM.

File Attachments for Item:

. Order 27,120 - authorizing the Chief of Police to utilize Maryland State Police License Plate Reader grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services at a total cost of \$29,100 through the Maryland State Bid Process

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

ORDER NO. 27,120

DATE: November 1, 2022

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

THAT, the Sole Source purchase of two (2) ELSAG License Plate Readers from Applied Technology Services, 11615 Crossroads Circle, Suite J, Middle River, MD 21220, through State Bid pricing, in the not-to-exceed cost of Twenty-Nine Thousand One Hundred Dollars (\$29,100), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
Grant Funded Purchase

Council Agenda Summary

Meeting Date: November 1, 2022

Key Staff Contact: Chief Chuck Ternent/Lt. Eric Bonner

Item Title: Applied Technology Services ELSAG LPR

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

Authorize the Chief of Police to utilize MSP LPR grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services (vendor on the Maryland State bid list) at a total cost of \$29,100.00

Amount of Award:

Budget number:

Grant, bond, etc. reference: Grant funded purchase

Customer Information:

City of Cumberland
Eric Bonner
20 Bedford st
Public Safety Building
cumberland, MD 21502

Quote Information:

Quote #: 6001967
Version: 1
Quote Date: 09/27/2022
Expiration Date: 10/27/2022
Customer Ref #:
Contract Vehicle: MD DoIT
Hardware/Associated Equipment and
Services 2012 #060B2490022

Prepared By:

Paula Carter
Major Accounts Manager
410-344-1256 x815
paulac@appliedtechnologyservices.com

Vendor Certifications:

DBE / MBE / SBE
Minority Certified
Small Business
Woman-Owned

Hardware

Mfr	Mfr Part#	Description	Qty	MSRP	Price	Ext. Price
Elsag	140032	ELSAG Plate HunterTM M7 -- 2 Camera (2) 410917 - GPS Antenna (Garmin Style) (2) 410052 - Ethernet Cable Shielded 25 ft (2) 413335 - M7 Trunk box Mounting Bracket - 1 piece (2) 421920U - M7 Trunk box, 1-2 Cameras (2) 421939U - M7 Cam 12mm 740nm (2) 421812 - M6 Universal 1 Cam Mount (2) 413308-16 - M7 Transportable Camera Cable - 16FT (2) 421940U - M7 Cam 16mm 740nm (Left hand) (2) 421812 - M6 Universal 1 Cam Mount (2) 413308-16 - M7 Transportable Camera Cable - 16FT (2) 413307 - M7 Permanent Power Cable (2) 412995 - Packing Foam Insert (2) 510033-CSC - Car System Version 6.X - EOC Connected	2	\$12,650.00	\$12,650.00	\$25,300.00
Elsag	210020	Tech Dispatch	1	\$1,250.00	\$1,250.00	\$1,250.00
Elsag	510322-5.X	EOC Operation Center License 5.X	2	\$1,275.00	\$1,275.00	\$2,550.00

Subtotal: **\$29,100.00**

Quote Summary

Description		Amount
Hardware		\$29,100.00

Total: \$29,100.00

File Attachments for Item:

. Order 27,121 - authorizing the Chief of Police to utilize Maryland State Police License Plate Reader grant funds to purchase a Radar Speed Trailer with LPR from Applied Technology Services at a total cost of \$38,384.46 through the Maryland State Bid Process

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

ORDER NO. 27,121

DATE: November 1, 2022

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

THAT, the Sole Source purchase of a Radar Speed Trailer with License Plate Reader from Applied Technology Services, 11615 Crossroads Circle, Suite J, Middle River, MD 21220, through State Bid pricing, in the not-to-exceed cost of Thirty-Eight Thousand Three Hundred Eighty Four Dollars and Forty Six Cents (\$38,384.46), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
Grant Funded Purchase

Council Agenda Summary

Meeting Date: November 1, 2022

Key Staff Contact: Chief Chuck Ternent/Lt. Eric Bonner

Item Title: Applied Technology Services Radar Speed Trailer

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

Authorize the Chief of Police to utilize MSP LPR grant funds to purchase a Radar Speed Trailer with LPR from Applied Technology Services (vendor on the Maryland State bid list) at a total cost of \$38,384.46

Amount of Award:

Budget number:

Grant, bond, etc. reference:

Customer Information:

Cumberland Police Department
Eric Bonner
20 Bedford Street
Cumberland, MD 21502

Quote Information:

Quote #: 6001968
Version: 1
Quote Date: 09/27/2022
Expiration Date: 10/27/2022
Customer Ref #:
Contract Vehicle: MD DoIT
Hardware/Associated Equipment and
Services 2012 #060B2490022

Prepared By:

Paula Carter
Major Accounts Manager
410-344-1256 x815
paulac@appliedtechnologyservices.com

Vendor Certifications:

DBE / MBE / SBE
Minority Certified
Small Business
Woman-Owned

Hardware

Mfr	Mfr Part#	Description	Qty	MSRP	Price	Ext. Price
Elsag	140303	Radar Speed Trailer M W/LPR (1) 413471 - MPH-900 Radar Trailer Power Upgrade (1) 421752 - Low Power Radar Trailer (1) 510033-CSC - Car System Version 6.X - EOC Connected	1	\$19,805.00	\$19,805.00	\$19,805.00
Elsag	421983	Covert Speed Trailer Box Asm 740nm	1	\$14,753.91	\$14,753.91	\$14,753.91
Elsag	413463	Wireless Modem (Airlink RV55 Style for Verizon ATT)	1	\$923.00	\$923.00	\$923.00
Elsag	510322-5.X	EOC Operation Center License 5.X	1	\$1,275.00	\$1,275.00	\$1,275.00
Elsag	21002	Shipping Service	1	\$1,200.00	\$1,200.00	\$1,200.00
Elsag	412841	KVM Console to USB 2.0 (Crash Cart)	1	\$427.55	\$427.55	\$427.55

Subtotal: **\$38,384.46**



Applied Technology Services
11615 Crossroads Cir, Ste J
Middle River, MD 21220
410-3441256
appliedtechnologyservices.com

Quote Summary

Description		Amount
Hardware		\$38,384.46

Total: **\$38,384.46**

File Attachments for Item:

. Order 27,122 - authorizing a Cost Share Agreement with MD-SHA for Materials Testing and Inspection for the Baltimore Street Access project (12-16-M) with the City's portion estimated not to exceed \$21,250.84, which represents 20% of the total estimated cost of \$106,254

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

ORDER NO. 27,122

DATE: November 1, 2022

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

THAT, the City Engineer be and is hereby authorized to execute a Cost Share Agreement with the Maryland Department of Transportation State Highway Administration (MDOT-SHA), to provide Materials Testing and Inspection related to City Project 12-16-M, “Baltimore Street Access” with the City’s portion estimated not to exceed Twenty One Thousand Two Hundred Fifty Dollars and Eighty Cents (\$21,250.80), which is 20% of the total estimated cost of One Hundred Six Thousand Two Hundred Fifty Four Dollars (\$106,254.00).

Raymond M. Morriss, Mayor

Budget No. 115.099M.63000

Council Agenda Summary

Meeting Date: 11/1/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Cost Share Agreement with MDOT SHA for Materials Testing and Inspection for the Baltimore Street Access Project

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

The City would like to enter into a cost share agreement with MDOT SHA for the Materials Testing and Inspection related to the City Project 12-16-M, Baltimore Street Access. The City's cost share portion estimated at \$21,250.80, which is 20% of the total estimated cost of \$106,254.00.

In addition, the City Engineer, Robert Smith, is hereby authorized to be the representative of the Mayor & City Council of Cumberland for this cost share agreement with MDOT SHA for signature purposes.

Amount of Award: \$21,250.80

Budget number: 115.099M.63000

Grant, bond, etc. reference: City Funds

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
COST SHARING AGREEMENT**

**Purpose: Documentation of Costs for Services Provided on Behalf of
Counties, Municipalities and Others.**

Description of work: Materials Testing and Inspection for the Baltimore Street Access, City Project No. 12-16-M, State Contract No. AL624B51 F.A. Project No. TAP-3(841)E. The City of Cumberland Maryland, Department of Engineering will be billed 20% of the cost. The remaining 80% of the cost will be deducted from the County's allotment of Federal Funds. All billings related to these requested services should be sent to The City of Cumberland Maryland Department of Engineering at 57 N. Liberty Street Cumberland, MD 21502 to the Attention: Mr. Robert Smith, PE, Director of Engineering and Utilities.

1. I, Robert Smith, P.E., Director of Engineering and Utilities 10/17/22
Name Title Date
Being authorized to act on behalf of Mayor & City Council of Cumberland
Name of County, Municipality or Other Party
Billing address: 57 N. Liberty Street
Cumberland, MD 21502

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a. ☐ Manage the entire project.
- b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: _____
or
Date of Master Agreement: _____
and
Date of Supplemental Letter: _____
4. The total estimated costs of this project; \$106,254, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
- or
- b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of
Requesting Organization

Date

Sejal Barot

District Engineer or Senior Manager

08/11/2022

Date

WORK ORDER REQUEST

BASE PROJECT # :

A	L	6	2	4		5	1
---	---	---	---	---	--	---	---

--	--	--	--	--	--

PURPOSE OF EXPENDITURE:

Materials Testing and Inspection for the Baltimore Street Access, City Project No.12-16-M, State Contract No. AL624B51 F.A. Project No. TAP-3(841)E.

City of Cumberland Maryland Department of Engineering will be billed 20% of the cost. The remaining 80% of the cost will be deducted from the County's allotment of Federal Funds.

All billings related to these requested services should be sent to The City of Cumberland Maryland Department of Engineering at 57 N. Liberty Street Cumberland, MD 21502 to the Attention: Mr. Robert Smith, PE, Director of Engineering and Utilities.

DETAILS OF ESTIMATED COST

1. Contractor/Consultant/Utility/Right of Way Property Cost		N/A
2. SHA Labor		\$ 61,536
3. Other		N/A
4. Payroll Burden	(72.67%)	\$ 44,718
Sub Total		\$ 106,254
5. Overhead	0	
Total		\$ 106,254

Prepared By: Cesar Aromin - MMD Index: 07315 Federal Aid: Yes ☒ No ☐

Participation in cost by others:

Yes ☒ No ☐ If yes, attach agreement. Control #: _____

REQUESTED BY: 08/11/2022 Sejal Barot
Date Senior Manager

Funds Available:
Fund Initials Date

Approved:
Date Assistant Director, OOF

Funding	Federal Appr #, %, and Start Date or Third Party Name (FAP)	Cost (FAP)	FAP Initials	Grant # (FAB)	FAB Initials

Initials

_____ D47, 29 and D81 are active with the same effective date.

_____ The FAP% and RTI are consistent.

August 9, 2022

Mr. Robert Smith
Director of Engineering and Utilities
City of Cumberland Maryland
Department of Engineering
57 N. Liberty Street
Cumberland, MD 21502

Re: Materials Testing and Inspection for the Baltimore Street Access, City Project No. 12-16-M, State Contract No. AL624B51 F.A. Project No. TAP-3(841)E.

Dear Mr. Smith:

Thank you for your recent letter in which you request our services for the testing and inspection of materials. It is my pleasure to respond.

Before commencement of work and as a prerequisite, it is requested that you review the enclosed information given in SHA form 30.030.L and complete the contract identified as form 30.0-032L. It is essential that you return the properly executed original "Cost Sharing Agreement" (form 30.0-032L) to OMT. As soon as this document is received, I will authorize our OMT Staff to proceed with the work.

Thank you again for your letter. If you have any questions please do not hesitate to contact Mr. Cesar Aromin, Transportation Engineering Technician for the Materials Management Division, at 443-572-5297, and toll-free 866-926-8501 or via email at caromin@mdot.maryland.gov.

Sincerely,



Sejal Barot, Director
Office of Materials Technology

cc: Mr. Christopher Duffy, Division Chief, Materials Management Division, Office of Materials Technology, SHA
Mr. Evroc Goocharan, Assistant Division Chief, Materials Management Division, Office of Materials Technology, SHA
Ms. Kris Wells, Area Materials Engineer, Materials Management Division, Office of Materials Technology, SHA
Mr. Cesar Aromin, Transportation Engineering Technician, Materials Management Division, Office of Materials Technology, SHA

File Attachments for Item:

. Order 27,123 - authorizing a Cost Share Agreement with MD-SHA for Construction Inspection Services for the Baltimore Street Access Project (12-16-M) with the City's portion estimated not to exceed \$120,842.29, which represents 20% of the total estimated cost of \$\$601,211.45

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

ORDER NO. 27,123

DATE: November 1, 2022

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

THAT, the City Engineer be and is hereby authorized to execute a Cost Share Agreement with the Maryland Department of Transportation State Highway Administration (MDOT-SHA), to provide Construction Inspection Services related to City Project 12-16-M, “Baltimore Street Access” with the City’s portion estimated not to exceed One Hundred Twenty Thousand Eight Hundred Forty Two Dollars and Twenty Nine Cents (\$120,842.29), which is 20% of the total estimated cost of Six Hundred Four Thousand Two Hundred Eleven Dollars and Forty Five Cents (\$604,211.45).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 11/1/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Cost Share Agreement with MDOT SHA for Construction Inspection Services for the Baltimore Street Access Project

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

The City would like to enter into a cost share agreement with MDOT SHA for the Construction Inspection Services related to the City Project 12-16-M, Baltimore Street Access Project. The City's cost share portion estimated at \$120,842.29, which is 20% of the total estimated cost of \$604,211.45.

In addition, the City Engineer, Robert Smith, is hereby authorized to be the representative of the Mayor & City Council of Cumberland for this cost share agreement with MDOT SHA for signature purposes.

Amount of Award: \$120,842.29

Budget number: 115.099M.63000

Grant, bond, etc. reference: City Funds



COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others

Description of work: Use of SHA Open-End Consultant for Construction Inspection Services

Contract No. AL624B51

F.A.P. No. TAP-3(841)E

City of Cumberland Contract No. 12-16-M

Baltimore Street Access Project

1. I, Robert Smith, P.E. Director of Engineering and Utilities 10/17/22,
Name Title Date

being authorized to act on behalf of: City of Cumberland,
Name of Local Government or Other Party

Billing address: 57 N. Liberty Street
Cumberland, MD 21502

do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration: (check one)

- a. ☐ Manage the entire project.
b. ☒ Provide services as described above or in the supplemental Attachment A.

3. A written agreement exists between the State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)

Date of Agreement: _____
or

Date of Master Agreement: _____
and

Date of Supplemental Letter: _____

4. The total estimated costs of this project is \$604,211.45, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, which will be invoiced at (check one)

- a. ☒ 20 % of the total actual cost of this project, not to exceed the estimated total cost by more than 15% without prior notification and agreement
or
b. ☐ not to exceed \$_____.

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. (X) By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. () By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project / local share which does not exceed \$60,000 will be billed quarterly
 - A project / local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of
Requesting Organization

Date

District Engineer

Date

August 25, 2022

RE: Contract No. AL624B51
F.A.P. No. TAP-3(841)E
City of Cumberland Contract No. 12-16-M
Baltimore Street Access Project

Mr. Robert Smith, P.E.
Director of Engineering and Utilities
City of Cumberland
57 W. Liberty Street
Cumberland, MD 21502

Dear Mr. Smith:

In response to your letter dated July 26, 2022, the Maryland Department of Transportation State Highway Administration (MDOT SHA) agrees to provide inspection services for the above-referenced contract. Please complete, sign, and return the attached Cost Sharing Agreement. We will then forward this document to the MDOT SHA Office of Finance for approval.

If you have any questions, please contact me at 301-729-8410, toll-free 1-800-760-7138, or via e-mail at dmiller2@sha.state.md.us.

Sincerely,



Devin Miller
Assistant District Engineer, Construction

Enclosure

cc: Mr. Stephen A. Bucy, P.E., Director, Office of Construction, MDOT SHA
Mr. Dan McKenzie, Area Engineer, District 6, MDOT SHA
Mr. Guy Talerico, Chief, Federal Aid Programming, MDOT SHA
Contract File

August 25, 2022

Contract No. AL624B51
F.A.P. No. TAP-3(841)E
City of Cumberland Contract No. 12-16-M
Baltimore Street Access Project

Inspection Cost Estimate

Contract Time: 550 Calendar Days (79 weeks)

Labor - (Straight Time)

Consultant Transportation Engineering Technician 5 (AMT)

\$31.50 / hour x 157.01% overhead = \$80.96 / hour

\$80.96 x 40 hours / week x 79 weeks = **\$255,833.60**

Consultant Transportation Engineering Technician 3 (PRIME)

\$26.29 / hour x 156.46% overhead = \$72.42 / hour

\$72.42 x 40 hours / week x 79 weeks = **\$228,847.20**

Labor - (Potential Overtime)

Consultant Transportation Engineering Technician (AMT)

\$80.96 / hour x 1.50 = \$121.44 / hour

\$121.44 / hour x 175 calendar days x 2 hours = **\$42,504.00**

Consultant Transportation Engineering Technician 3 (PRIME)

\$72.42 / hour x 1.50 = \$108.63 / hour

\$108.63 / hour x 175 calendar days x 2 hours = **\$38,020.50**

Contract No. AL624B51
Inspection Cost Estimate
Page 2

Travel Expenses

Consultant Transportation Engineering Technician (AMT)

\$58.75 / day* x 5 days / week x 79 weeks = **\$23,206.25**
 (* 84-mile round trip @ \$0.625 / mile
 + 10 job miles)

Consultant Transportation Engineering Technician 3 (PRIME)

$$\begin{array}{rclcl} \$40.00 / \text{day} & \times & 5 \text{ days / week} & \times & 79 \text{ weeks} & = & \$15,800.00 \\ (54\text{-mile round trip @ } \$0.625 / \text{mile} & & & & & & \\ + 10 \text{ job miles}) & & & & & & \end{array}$$

TOTAL	\$604,211.55
--------------	---------------------

File Attachments for Item:

. Order 27,124 - awarding the Baltimore Street Access Project (12-16-M) to Triton Construction, the low responsive bidder, in the amount not to exceed \$14,638,500

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

ORDER NO. 27,124

DATE: November 1, 2022

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

THAT, the bid of Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177 for the Baltimore Street Access Project (12-16-M), in the not to exceed amount of Fourteen Million Six Hundred Thirty-Eight Thousand Five Hundred Dollars (\$14,638,500) be and is hereby approved; and

BE IT FURTHER ORDERED THAT, the award is contingent upon final approval from Maryland Department of Transportation; and

BE IT FURTHER ORDERED THAT, all other bids received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Budget Number: 115.099M.63000 plus Additional Grant Funding

Order of bids:

Triton Construction	\$14,638,500.00
Carl Belt, Inc.	\$14,854,014.76

Council Agenda Summary

Meeting Date: 11/1/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Award Baltimore Street Access Project Contract, City Project # 12-16-M

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

Award Baltimore Street Access Project Contract to low responsive bidder, Triton Construction, in the lump sum cost of \$14,638,500.00, contingent upon MDOT approval.

The purpose of this project is the reopening of Baltimore Street to one-way vehicular traffic from Mechanic Street to George Street. The development also includes the reconstruction of Liberty Street between Frederick Street and Pershing Street, and Centre Street between Frederick Street and Dexter Place. The proposed work along Baltimore, Centre, and Liberty Streets includes the reconstruction of the roadways and pedestrian pathways with pavers. The project also includes a full streetscape renovation on Baltimore Street that consists of landscaping improvements, lighting improvements, new street furniture, utility main replacements and relocations, and the reconstruction of two parklets.

This project was advertised for bid on 8/10/22. Bids closed on 9/21/22, with two qualified bids being received. The low bidder was Triton Construction with an acceptable bid of \$14,638,500.00. The other acceptable bid was \$15,107,589.76.

The project is budgeted for this fiscal year, and utilizes numerous grants and City Funds

Amount of Award: \$14,638,500.00

Budget number: 115.099M.63000

Grant, bond, etc. reference: City Funds, ARC, TAP, MHAA, CDBG, Capital Project, Maryland Broadband Demonstration, Strategic Demolition

PROJECT INFORMATION	
Project Title:	Baltimore Street Access Project
City Project:	12-16-M
Contract Length:	550 Calendar Days
BID OPENING	
Date & Time:	September 21, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Carl Belt, Inc.	Triton Construction
11521 Milnor Ave. Cumberland, MD 21502	PO Box 1360 1944 Winfield Road Saint Albans, WV 25177

BIDS AND ALTERNATES					Carl Belt, Inc.		Triton Construction	
BID NO.	CAT. CODE	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID								
1001	110350	TYPE B ENGINEERS OFFICE	LS	1	\$ 315,000.00	\$ 315,000.00	\$ 50,000.00	\$ 50,000.00
1002	120500	MAINTENANCE OF TRAFFIC	LS	1	\$ 772,000.00	\$ 772,000.00	\$ 150,000.00	\$ 150,000.00
1003	120555	GRADED AGGREGATE BASE FOR MAINTENANCE OF TRAFFIC	TONS	120	\$ 151.00	\$ 18,120.00	\$ 55.00	\$ 6,600.00
1004	120562	ASPHALT FOR MAINTENANCE OF TRAFFIC	TONS	135	\$ 350.00	\$ 47,250.00	\$ 225.00	\$ 30,375.00
1005	120566	ASPHALT CURB FOR MAINTENANCE OF TRAFFIC	LF	1180	\$ 44.00	\$ 51,920.00	\$ 30.00	\$ 35,400.00
1006	120625	ADDITIONAL TEMPORARY TRAFFIC SIGNS	SF	100	\$ 22.00	\$ 2,200.00	\$ 19.00	\$ 1,900.00
1007	121150	PRECAST TEMPORARY 32 INCH F SHAPE CONCRETE TRAFFIC BARRIER	LF	1152	\$ 40.00	\$ 46,080.00	\$ 19.00	\$ 21,888.00
1008	120743	ADDITIONAL TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC	EA	3	\$ 500.00	\$ 1,500.00	\$ 355.00	\$ 1,065.00
1009	120820	ADDITIONAL DRUMS FOR MAINTENANCE OF TRAFFIC	EA	100	\$ 100.00	\$ 10,000.00	\$ 180.00	\$ 18,000.00
1010	130840	CONSTRUCTION STAKEOUT	LS	1	\$ 420,500.00	\$ 420,500.00	\$ 100,000.00	\$ 100,000.00
1011	130875	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 650,000.00	\$ 650,000.00	\$ 1,463,850.00	\$ 1,463,850.00
1012	100000	BARRICADE FOR PEDESTRIAN CONTROL	LF	2500	\$ 66.00	\$ 165,000.00	\$ 100.00	\$ 250,000.00
1013	100000	BARRICADE FOR PEDESTRIAN CONTROL - REMOVE AND RESET	LF	6800	\$ 8.00	\$ 54,400.00	\$ 4.70	\$ 31,960.00
1014	120715	RESET PRECAST TEMPORARY CONCRETE TRAFFIC BARRIER FOR MAINTENANCE OF TRAFFIC	LF	1152	\$ 25.00	\$ 28,800.00	\$ 9.40	\$ 10,828.80
1015	110100	CLEARING AND GRUBBING	LS	1	\$ 92,000.00	\$ 92,000.00	\$ 600,007.20	\$ 600,007.20
2001	201031	CLASS 1-A EXCAVATION	CY	71	\$ 425.00	\$ 30,175.00	\$ 50.00	\$ 3,550.00
2002	203030	TEST PIT EXCAVATION	CY	7	\$ 1,200.00	\$ 8,400.00	\$ 185.00	\$ 1,295.00
2003	210030	REMOVAL OF EXISTING MASONRY - MECHANIC ST PARKLET	CY	644	\$ 155.00	\$ 99,820.00	\$ 50.00	\$ 32,200.00
2004	210030	REMOVAL OF EXISTING MASONRY - LIBERTY ST PARKLET	CY	146	\$ 275.00	\$ 40,150.00	\$ 50.00	\$ 7,300.00
2005	110200	REMOVAL AND DISPOSAL OF EXISTING BUILDINGS - MECHANIC ST PAVILION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 4,200.00	\$ 4,200.00
2006	110200	REMOVAL AND DISPOSAL OF EXISTING BUILDINGS - MECHANIC STREET PUMP HOUSE	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00
2007	110200	REMOVAL AND DISPOSAL OF EXISTING BUILDINGS - LIBERTY ST PAVILION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,300.00	\$ 5,300.00
2008	210081	REMOVE EXISTING MANHOLE OR INLET	EA	4	\$ 4,200.00	\$ 16,800.00	\$ 1,600.00	\$ 6,400.00
2009	200000	RUBBLIZATION OF EXISTING CONCRETE SLAB FOUNDATION	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 880.00	\$ 880.00
2010	201030	CLASS 1 EXCAVATION	CY	4050	\$ 70.00	\$ 283,500.00	\$ 53.00	\$ 214,650.00
3001	301210	REMOVAL OF EXISTING PIPE	LF	1478	\$ 124.00	\$ 183,272.00	\$ 125.00	\$ 184,750.00
3002	300000	30 INCH X 45 INCH SANITARY PIPE CONNECTION (EX ELLIPTICAL - NEW MH)	EA	2	\$ 25.00	\$ 50.00	\$ 3,150.00	\$ 6,300.00
3003	320424	24 INCH CONCRETE PIPE CONNECTION (EXPIPE- NEW MH)	EA	1	\$ 13,350.00	\$ 13,350.00	\$ 3,150.00	\$ 3,150.00
3004	320442	42 INCH CONCRETE PIPE CONNECTION (EXPIPE- NEW MH)	EA	1	\$ 9,100.00	\$ 9,100.00	\$ 5,600.00	\$ 5,600.00
3005	323112	12 INCH POLYVINYL CHLORIDE PIPE CONNECTION	EA	2	\$ 10,800.00	\$ 21,600.00	\$ 1,725.00	\$ 3,450.00
3006	323118	18 INCH POLYVINYL CHLORIDE PIPE CONNECTION	EA	1	\$ 13,150.00	\$ 13,150.00	\$ 2,660.00	\$ 2,660.00
3007	323124	24 INCH POLYVINYL CHLORIDE PIPE CONNECTION	EA	1	\$ 8,600.00	\$ 8,600.00	\$ 3,375.00	\$ 3,375.00
3008	324115	15 INCH CORRUGATED POLYETHYLENE PIPE CONNECTION	EA	7	\$ 2,330.00	\$ 16,310.00	\$ 2,000.00	\$ 14,000.00
3009	324118	18 INCH CORRUGATED POLYETHYLENE PIPE CONNECTION	EA	2	\$ 2,350.00	\$ 4,700.00	\$ 2,500.00	\$ 5,000.00
3010	324124	24 INCH CORRUGATED POLYETHYLENE PIPE CONNECTION	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 3,150.00	\$ 3,150.00
3011	340012	12 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	134	\$ 112.00	\$ 15,008.00	\$ 150.00	\$ 20,100.00
3012	340015	15 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	283	\$ 123.00	\$ 34,809.00	\$ 160.00	\$ 45,280.00
3013	340018	18 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	830	\$ 120.00	\$ 99,600.00	\$ 153.00	\$ 126,990.00
3014	340036	36 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	110	\$ 250.00	\$ 27,500.00	\$ 314.00	\$ 34,540.00
3015	340042	42 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	160	\$ 320.00	\$ 51,200.00	\$ 294.00	\$ 47,040.00
3016	300000	4 INCH SCHEDULE 40 PVC PIPE	LF	93	\$ 70.00	\$ 6,510.00	\$ 112.00	\$ 10,416.00
3017	300000	6 INCH SCHEDULE 40 PVC PIPE	LF	284	\$ 80.00	\$ 22,720.00	\$ 80.00	\$ 22,720.00
3018	300000	10 INCH CORRUGATED POLYETHYLENE PIPE, TYPE S	LF	135	\$ 127.00	\$ 17,145.00	\$ 117.00	\$ 15,795.00
3019	380201	ADJUST EXISTING INLET	EA	2	\$ 1,070.00	\$ 2,140.00	\$ 710.00	\$ 1,420.00
3020	372120	SINGLE WR INLET - MINIMUM DEPTH	EA	1	\$ 5,150.00	\$ 5,150.00	\$ 5,000.00	\$ 5,000.00
3021	376103	STANDARD TYPE E INLET - MINIMUM DEPTH	EA	2	\$ 6,800.00	\$ 13,600.00	\$ 6,000.00	\$ 12,000.00
3022	376104	STANDARD TYPE E INLET - VERTICAL DEPTH	LF	1	\$ 1,120.00	\$ 1,120.00	\$ 450.00	\$ 450.00
3023	376110	STANDARD TYPE H COMBINATION INLET- MINIMUM DEPTH	EA	10	\$ 9,130.00	\$ 91,300.00	\$ 10,000.00	\$ 100,000.00
3024	376111	STANDARD TYPE H COMBINATION INLET- VERTICAL DEPTH	LF	2	\$ 1,320.00	\$ 2,640.00	\$ 540.00	\$ 1,080.00
3025	379130	STANDARD ADA COMPLIANT INLET DOUBLE GRATE TANDEM - MINIMUM DEPTH	EA	4	\$ 7,300.00	\$ 29,200.00	\$ 5,500.00	\$ 22,000.00
3026	379131	STANDARD ADA COMPLIANT INLET DOUBLE GRATE TANDEM - VERTICAL DEPTH	LF	7	\$ 1,120.00	\$ 7,840.00	\$ 400.00	\$ 2,800.00
3027	380600	48 INCH DIAMETER MANHOLE FOR 12 INCH TO 24 INCH PIPES - MINIMUM DEPTH	EA	15	\$ 10,900.00	\$ 163,500.00	\$ 5,000.00	\$ 75,000.00
3028	380605	48 INCH DIAMETER MANHOLE - VERTICAL DEPTH	LF	4	\$ 830.00	\$ 3,320.00	\$ 120.00	\$ 480.00
3029	380610	60 INCH DIAMETER MANHOLE FOR 27 INCH TO 36 INCH PIPES - MINIMUM DEPTH	EA	2	\$ 22,500.00	\$ 45,000.00	\$ 7,600.00	\$ 15,200.00
3030	380620	72 INCH DIAMETER MANHOLE FOR 42 INCH AND 48 INCH PIPES - MINIMUM DEPTH	EA	4	\$ 26,700.00	\$ 106,800.00	\$ 9,250.00	\$ 37,000.00
3031	380625	72 INCH DIAMETER MANHOLE - VERTICAL DEPTH	LF	4	\$ 1,050.00	\$ 4,200.00	\$ 370.00	\$ 1,480.00
3032	387107	6 INCH PERFORATED CIRCULAR PIPE UNDERDRAIN (FOR BUILDING BASEMENT WATERPROOFING)	LF	26	\$ 190.00	\$ 4,940.00	\$ 86.00	\$ 2,236.00
3033	300000	6 INCH PERFORATED CIRCULAR PIPE UNDERDRAIN WRAPPED WITH GEOTEXTILE CLASS SD TYPE II	LF	2422	\$ 56.00	\$ 135,632.00	\$ 82.00	\$ 198,604.00
3034	387111	10 INCH PERFORATED CIRCULAR PIPE UNDERDRAIN	LF	1040	\$ 75.00	\$ 78,000.00	\$ 72.00	\$ 74,880.00

PROJECT INFORMATION	
Project Title:	Baltimore Street Access Project
City Project:	12-16-M
Contract Length:	550 Calendar Days
BID OPENING	
Date & Time:	September 21, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Carl Belt, Inc.	Triton Construction
11521 Milnor Ave. Cumberland, MD 21502	PO Box 1360 1944 Winfield Road Saint Albans, WV 25177

3035	387112	12 INCH PERFORATED CIRCULAR PIPE UNDERDRAIN	LF	630	\$ 76.00	\$ 47,880.00	\$ 72.00	\$ 45,360.00
3036	387161	12 INCH FILTER LOG	LF	3350	\$ 9.50	\$ 31,825.00	\$ 14.00	\$ 46,900.00
3037	388066	INLET PROTECTION	EA	34	\$ 610.00	\$ 20,740.00	\$ 550.00	\$ 18,700.00
3038	300000	MANHOLE ADJUSTMENT	EA	21	\$ 1,080.00	\$ 22,680.00	\$ 1,630.00	\$ 34,230.00
3039	300000	TRENCH DRAIN	LF	1693	\$ 279.00	\$ 472,347.00	\$ 305.00	\$ 516,365.00
3040	300000	CONCRETE WASHOUT	EA	1	\$ 9,100.00	\$ 9,100.00	\$ 2,500.00	\$ 2,500.00
3041	300000	GEOTEXTILE, TYPE SE	SY	14039	\$ 3.00	\$ 42,117.00	\$ 1.50	\$ 21,058.50
3042	300000	DOWNSPOUT RAIN LEADER CONNECTION	EA	1	\$ 1,450.00	\$ 1,450.00	\$ 1,525.00	\$ 1,525.00
3043	388063	PORTABLE SEDIMENT TANK	EA	6	\$ 5,500.00	\$ 33,000.00	\$ 4,000.00	\$ 24,000.00
3044	301010	CLASS 3 EXCAVATION FOR INCIDENTAL CONSTRUCTION	CY	1	\$ 330.00	\$ 330.00	\$ 75.00	\$ 75.00
4001	400000	EXISTING BUILDING WALL RESTORATION ABOVE GROUND	SY	174	\$ 145.00	\$ 25,230.00	\$ 160.00	\$ 27,840.00
4002	400000	EXISTING BUILDING WALL RESTORATION BELOW GROUND	SY	126	\$ 205.00	\$ 25,830.00	\$ 580.00	\$ 73,080.00
5001	504560	SUPERPAVE ASPHALT MIX 19.0 MM FOR BASE, PG 645-22, LEVEL 2	TON	90	\$ 449.00	\$ 40,410.00	\$ 350.00	\$ 31,500.00
5002	508003	STANDARD MILLING ASPHALT PAVEMENT OVER 1 INCH TO 2-1/2 INCH DEPTH	SY	287	\$ 30.00	\$ 8,610.00	\$ 31.00	\$ 8,897.00
5003	524510	4 INCH CRUSHER RUN AGGREGATE CR-6	SY	1913	\$ 35.00	\$ 66,955.00	\$ 8.50	\$ 16,260.50
5004	524520	6 INCH CRUSHER RUN AGGREGATE CR-6	SY	3811	\$ 31.00	\$ 118,141.00	\$ 13.50	\$ 51,448.50
5005	500000	8 INCH CRUSHER RUN AGGREGATE CR-6	SY	6471	\$ 41.00	\$ 265,311.00	\$ 20.00	\$ 129,420.00
5006	524525	CRUSHER RUN AGGREGATE CR-6	TON	77	\$ 180.00	\$ 13,860.00	\$ 45.00	\$ 3,465.00
5007	500000	CRUSHER RUN AGGREGATE CR-6 BACKFILL FOR MODULAR PAVEMENT SUSPENSION SYSTEM	TON	751	\$ 60.00	\$ 45,060.00	\$ 50.00	\$ 37,550.00
5008	560106	6 INCH PLAIN PORTLAND CEMENT CONCRETE PAVEMENT MIX 7	SY	3627	\$ 57.00	\$ 206,739.00	\$ 100.00	\$ 362,700.00
5009	561118	8 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR DRIVEWAY MIX 9	SY	184	\$ 233.00	\$ 42,872.00	\$ 175.00	\$ 32,200.00
5010	500000	PEDESTRIAN CROSSWALK	SY	207	\$ 475.00	\$ 98,325.00	\$ 820.00	\$ 169,740.00
5011	549001	5 INCH WHITE PAVEMENT MARKING PAINT LINES	LF	260	\$ 1.10	\$ 286.00	\$ 1.00	\$ 260.00
5012	549003	5 INCH YELLOW PAVEMENT MARKING PAINT LINES	LF	966	\$ 1.10	\$ 1,062.60	\$ 1.00	\$ 966.00
5013	549617	24 INCH WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LINES	LF	577	\$ 25.00	\$ 14,425.00	\$ 22.50	\$ 12,982.50
5014	549620	WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LEGENDS	SF	221	\$ 20.00	\$ 4,420.00	\$ 18.50	\$ 4,088.50
5015	549800	REMOVAL OF EXISTING PERMANENT PAVEMENT LINE MARKINGS, ANY WIDTH	LF	922	\$ 1.50	\$ 1,383.00	\$ 1.25	\$ 1,152.50
5016	549805	REMOVAL OF EXISTING PAVEMENT MARKING LETTERS, SYMBOLS, ARROWS AND NUMBERS	SF	59	\$ 5.00	\$ 295.00	\$ 4.75	\$ 280.25
5017	571200	SAW CUTTING	LF	1117	\$ 11.00	\$ 12,287.00	\$ 7.00	\$ 7,819.00
5018	500000	STREET PAVERS	SY	3381	\$ 79.00	\$ 267,099.00	\$ 129.75	\$ 438,684.75
5019	500000	STREET MARKING PAVERS	SY	44	\$ 240.00	\$ 10,560.00	\$ 347.75	\$ 15,301.00
5020	500000	SIDEWALK PAVERS	SY	6674	\$ 155.00	\$ 1,034,470.00	\$ 165.75	\$ 1,106,215.50
5021	500000	1 INCH SAND SETTING BED	SY	6471	\$ 15.00	\$ 97,065.00	\$ 24.30	\$ 157,245.30
5022	500000	3/4 INCH BITUMINOUS SETTING BED	SY	3627	\$ 40.00	\$ 145,080.00	\$ 36.50	\$ 132,385.50
5024	504530	SUPERPAVE ASPHALT MIX 12.5 MM FOR SURFACE, PG 645-22, LEVEL 2	TON	31	\$ 390.00	\$ 12,090.00	\$ 375.00	\$ 11,625.00
6001	634101	STANDARD TYPE A CURB 8 INCH X 16 INCH MINIMUM	LF	41	\$ 130.00	\$ 5,330.00	\$ 85.00	\$ 3,485.00
6002	600000	TYPE D MODIFIED CURB 8 INCH X 18 INCH MINIMUM	LF	2596	\$ 81.00	\$ 210,276.00	\$ 55.00	\$ 142,780.00
6003	600000	CONCRETE BORDER	LF	2961	\$ 62.00	\$ 183,582.00	\$ 60.00	\$ 177,660.00
6004	600000	EXTRA DEPTH CONCRETE BORDER	CY	38	\$ 2,150.00	\$ 81,700.00	\$ 1,500.00	\$ 57,000.00
6005	634312	TYPE A COMBINATION CURB AND GUTTER ANY HEIGHT OR DEPTH	LF	30	\$ 190.00	\$ 5,700.00	\$ 90.00	\$ 2,700.00
6006	655125	DETECTABLE WARNING SURFACE USING BRICK PAVERS	SY	75	\$ 150.00	\$ 11,250.00	\$ 442.00	\$ 33,150.00
7001	700000	ENGINEERED SOIL MEDIA	CY	2116	\$ 127.50	\$ 269,790.00	\$ 245.00	\$ 518,420.00
7002	700000	MODULAR SUSPENDED PAVEMENT SYSTEM	EA	1478	\$ 317.50	\$ 469,265.00	\$ 300.00	\$ 443,400.00
7003	700000	GEOGRID	SY	2250	\$ 9.24	\$ 20,790.00	\$ 16.00	\$ 36,000.00
7004	700000	STRONGBACKS	EA	30	\$ 175.00	\$ 5,250.00	\$ 75.00	\$ 2,250.00
7005	700000	ROOT BARRIER	LF	1613	\$ 16.00	\$ 25,808.00	\$ 22.50	\$ 36,292.50
7006	700000	BENCH WITH FOUNDATION	EA	17	\$ 5,200.00	\$ 88,400.00	\$ 5,100.00	\$ 86,700.00
7007	700000	LITTER RECEPTACLE WITH FOUNDATION	EA	13	\$ 4,000.00	\$ 52,000.00	\$ 4,500.00	\$ 58,500.00
7008	700000	BICYCLE RACK WITH FOUNDATION	EA	9	\$ 1,700.00	\$ 15,300.00	\$ 1,500.00	\$ 13,500.00
7009	700000	ROUND FREESTANDING PLANTER	EA	30	\$ 3,220.00	\$ 96,600.00	\$ 3,100.00	\$ 93,000.00
7010	700000	DINING AREA PLANTER BOX	EA	18	\$ 5,130.00	\$ 92,340.00	\$ 3,600.00	\$ 64,800.00
7011	715015	SHREDDED HARDWOOD BARK MULCHING 3 INCH DEPTH	SY	410	\$ 66.00	\$ 27,060.00	\$ 60.00	\$ 24,600.00
7012	700000	SHADE TENSILE STRUCTURE	EA	2	\$ 22,200.00	\$ 44,400.00	\$ 19,000.00	\$ 38,000.00
7013	700000	SHADE TENSILE STRUCTURE FOUNDATION	CY	4	\$ 2,118.01	\$ 8,472.04	\$ 930.00	\$ 3,720.00
7014	700000	PLINTH	EA	2	\$ 19,250.00	\$ 38,500.00	\$ 22,100.00	\$ 44,200.00
7015	700000	TREE STAND BASE PLATE ATTACHMENT	EA	1	\$ 3,160.00	\$ 3,160.00	\$ 880.00	\$ 880.00
7016	700000	OUTDOOR RESTROOM FACILITY	EA	1	\$ 224,478.65	\$ 224,478.65	\$ 225,000.00	\$ 225,000.00
7017	700000	LIBERTY STREET PARKLET WATER FEATURE	LS	1	\$ 274,500.00	\$ 274,500.00	\$ 345,000.00	\$ 345,000.00
7018	700000	GLEDITSIA TRIACANTHOS 'INERMIS' - 3 INCH CAL B&B	EA	9	\$ 1,750.00	\$ 15,750.00	\$ 1,590.00	\$ 14,310.00
7019	700000	PLATANUS ACERIFOLIA 'MORTON CIRCLE' - 3 INCH CAL B&B	EA	49	\$ 1,750.00	\$ 85,750.00	\$ 1,590.00	\$ 77,910.00
7020	700000	HYDRANGEA PANICULATA 'LITTLE LIME' - #5 CONTAINER	EA	18	\$ 209.00	\$ 3,762.00	\$ 190.00	\$ 3,420.00
7021	700000	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' - 1 QT. CONTAINER	EA	150	\$ 44.00	\$ 6,600.00	\$ 40.00	\$ 6,000.00
7022	700000	JUNIPERUS VIRGINIANA 'GREY OWL' - #3 CONTAINER	EA	134	\$ 209.00	\$ 28,006.00	\$ 190.00	\$ 25,460.00

PROJECT INFORMATION	
Project Title:	Baltimore Street Access Project
City Project:	12-16-M
Contract Length:	550 Calendar Days
BID OPENING	
Date & Time:	September 21, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Carl Belt, Inc.	Triton Construction
11521 Milnor Ave. Cumberland, MD 21502	PO Box 1360 1944 Winfield Road Saint Albans, WV 25177

7023	700000	KALMIA LATIFOLI - #3 CONTAINER	EA	20	\$	209.00	\$	4,180.00	\$	190.00	\$	3,800.00
7024	700000	COREOPSIS 'CITRINE' - 1 GAL. CONTAINER	EA	330	\$	44.00	\$	14,520.00	\$	40.00	\$	13,200.00
7025	700000	ECHINACEA PURPUREA 'MAGNUS' - 1 GAL. CONTAINER	EA	410	\$	44.00	\$	18,040.00	\$	40.00	\$	16,400.00
7026	700000	HELLEBORUS ORIENTALIS - 1 GAL. CONTAINER	EA	385	\$	44.00	\$	16,940.00	\$	40.00	\$	15,400.00
7027	700000	HEUCHERA MICRANTHA 'PALACE PURPLE' - 1 GAL. CONTAINER	EA	90	\$	44.00	\$	3,960.00	\$	40.00	\$	3,600.00
7028	700000	LIRIOPE MUSCARI 'VARIEGATA' - 1 GAL. CONTAINER	EA	90	\$	44.00	\$	3,960.00	\$	40.00	\$	3,600.00
7029	700000	LIRIOPE SPICATA - 1 GAL. CONTAINER	EA	1132	\$	44.00	\$	49,808.00	\$	40.00	\$	45,280.00
7030	700000	PENNISETUM ALOPECUROIDES 'HAMELN' - 1 GAL. CONTAINER	EA	510	\$	44.00	\$	22,440.00	\$	40.00	\$	20,400.00
7031	700000	SARCOCOCCA HOOKERIANA HUMILIS - 1 GAL. CONTAINER	EA	300	\$	44.00	\$	13,200.00	\$	40.00	\$	12,000.00
7032	700000	CAMASSIA LEICHTLINII - BULB	EA	89	\$	40.00	\$	3,560.00	\$	35.00	\$	3,115.00
7033	700000	NARCISSUS - BULB	EA	907	\$	39.00	\$	35,373.00	\$	35.00	\$	31,745.00
7034	700000	IPOMOEA BATATAS 'BLACKIE' - 1 QT CONTAINER	EA	90	\$	44.00	\$	3,960.00	\$	40.00	\$	3,600.00
7035	700000	IPOMOEA BATATAS 'MARGARITA' - 1 QT CONTAINER	EA	54	\$	44.00	\$	2,376.00	\$	40.00	\$	2,160.00
7036	700000	NASTURTIUM 'GLEAM MIX' - SEED PACKET	EA	60	\$	40.00	\$	2,400.00	\$	35.00	\$	2,100.00
7037	705405	TEMPORARY SEED	SY	3000	\$	3.30	\$	9,900.00	\$	3.00	\$	9,000.00
8001	801003	CONCRETE FOR LIGHT FOUNDATION	CY	38	\$	2,200.00	\$	83,600.00	\$	2,000.00	\$	76,000.00
8002	801004	CONCRETE FOR SIGNAL FOUNDATION	CY	9	\$	1,320.00	\$	11,880.00	\$	1,200.00	\$	10,800.00
8003	801130	SQUARE PERFORATED TUBULAR STEEL SIGN POSTS	EA	55	\$	258.00	\$	14,190.00	\$	100.00	\$	5,500.00
8004	801605	SHEET ALUMINUM SIGNS	SF	437	\$	44.00	\$	19,228.00	\$	25.00	\$	10,925.00
8005	802501	NO. 6 AWG STRANDED BARE COPPER GROUND WIRE	LF	325	\$	3.30	\$	1,072.50	\$	3.00	\$	975.00
8006	805100	UP TO 4 INCH SCHEDULE 40 RIGID PVC CONDUIT - TRENCHED	LF	22757	\$	19.50	\$	443,761.50	\$	7.00	\$	159,299.00
8007	805115	3 INCH SCHEDULE 80 RIGID PVC CONDUIT - BORED	LF	48	\$	46.00	\$	2,208.00	\$	42.00	\$	2,016.00
8008	805118	4 INCH SCHEDULE 80 RIGID PVC CONDUIT - BORED	LF	164	\$	46.00	\$	7,544.00	\$	42.00	\$	6,888.00
8009	805135	3 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	62	\$	83.00	\$	5,146.00	\$	33.00	\$	2,046.00
8010	805140	4 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	23	\$	90.00	\$	2,070.00	\$	40.00	\$	920.00
8011	800000	3/4 INCH RIGID METALLIC CONDUIT	LF	100	\$	14.00	\$	1,400.00	\$	30.00	\$	3,000.00
8012	800000	1-1/2 INCH RIGID METALLIC CONDUIT	LF	50	\$	29.00	\$	1,450.00	\$	38.00	\$	1,900.00
8013	800000	DEMOLISH EXISTING ELECTRIC SERVICE, RECEPTACLES AND PANELS	EA	1	\$	1,650.00	\$	1,650.00	\$	160,000.00	\$	160,000.00
8014	800000	20A QUADRAPLEX WALL MOUNTED RECEPTACLES IN A WHILE-IN-USE DEVICE BOX	EA	5	\$	140.00	\$	700.00	\$	200.00	\$	1,000.00
8015	800000	WALL MOUNTED METERED SERVICE PANEL, 120/240 V 1 PHASE, 400A	EA	1	\$	9,900.00	\$	9,900.00	\$	31,500.00	\$	31,500.00
8016	807400	ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240 VOLTS, 60 AMPS	EA	1	\$	2,950.00	\$	2,950.00	\$	2,665.00	\$	2,665.00
8017	810010	ELECTRICAL CABLE - 1 CONDUCTOR, NO. 4 AWG (ELECTRIC SERVICE)	LF	60	\$	5.50	\$	330.00	\$	5.00	\$	300.00
8018	800000	AS-BUILT DRAWINGS FOR CITY (ON CADD)	LS	1	\$	4,000.00	\$	4,000.00	\$	20,000.00	\$	20,000.00
8019	811001	FURNISH AND INSTALL ELECTRICAL HANDHOLE	EA	74	\$	3,190.00	\$	236,060.00	\$	1,600.00	\$	118,400.00
8020	800000	4 INCH DUCTILE IRON PIPE AND FITTINGS	LF	153	\$	183.00	\$	27,999.00	\$	221.00	\$	33,813.00
8021	811106	6 INCH DUCTILE IRON PIPE AND FITTINGS	LF	220	\$	135.00	\$	29,700.00	\$	211.00	\$	46,420.00
8022	811108	8 INCH DUCTILE IRON PIPE AND FITTINGS	LF	61	\$	258.00	\$	15,738.00	\$	232.00	\$	14,152.00
8023	811112	12 INCH DUCTILE IRON PIPE AND FITTINGS	LF	21	\$	594.00	\$	12,474.00	\$	586.00	\$	12,306.00
8024	800000	14 INCH DUCTILE IRON PIPE AND FITTINGS	LF	16	\$	1,035.00	\$	16,560.00	\$	1,500.00	\$	24,000.00
8025	811118	18 INCH DUCTILE IRON PIPE AND FITTINGS	LF	1233	\$	415.00	\$	511,695.00	\$	350.00	\$	431,550.00
8026	811306	6 INCH FIRE HYDRANT AND VALVE	EA	6	\$	10,400.00	\$	62,400.00	\$	10,500.00	\$	63,000.00
8027	811501	MIX NO. 1 CONCRETE FOR ENCASEMENT	CY	6	\$	2,300.00	\$	13,800.00	\$	445.00	\$	2,670.00
8028	800000	LOW PROFILE MANHOLE AND PRE-CAST SLAB	EA	3	\$	6,990.00	\$	20,970.00	\$	5,420.00	\$	16,260.00
8029	812102	ADJUST CURB BOX	EA	38	\$	170.00	\$	6,460.00	\$	210.00	\$	7,980.00
8030	800000	REPLACE CURB BOX	EA	1	\$	600.00	\$	600.00	\$	450.00	\$	450.00
8031	812115	ABANDON FIRE HYDRANT	EA	6	\$	1,090.00	\$	6,540.00	\$	725.00	\$	4,350.00
8032	812116	ABANDON WATER VALVE	EA	7	\$	250.00	\$	1,750.00	\$	725.00	\$	5,075.00
8033	812117	ABANDON VALVE VAULT	EA	9	\$	1,050.00	\$	9,450.00	\$	755.00	\$	6,795.00
8034	812157	1-1/2 INCH OR 2 INCH WATER SERVICE LINE	LF	334	\$	106.00	\$	35,404.00	\$	120.00	\$	40,080.00
8035	800000	6 INCH WATER SERVICE LINE	LF	889	\$	141.50	\$	125,793.50	\$	232.00	\$	206,248.00
8036	812157	RECONNECT EXISTING 1-1/2 INCH OR 2 INCH WATER CONNECTION TO NEW MAIN	EA	12	\$	1,975.00	\$	23,700.00	\$	2,000.00	\$	24,000.00
8037	800000	RECONNECT EXISTING 6 INCH WATER CONNECTION TO NEW MAIN	EA	34	\$	365.00	\$	12,410.00	\$	625.00	\$	21,250.00
8038	812171	4 INCH RESILIENT-WEDGE GATE WATER VALVE, DUCTILE IRON	EA	4	\$	1,500.00	\$	6,000.00	\$	2,650.00	\$	10,600.00
8039	812172	6 INCH RESILIENT-WEDGE GATE WATER VALVE, DUCTILE IRON	EA	45	\$	1,700.00	\$	76,500.00	\$	2,925.00	\$	131,625.00
8040	812173	8 INCH RESILIENT-WEDGE GATE WATER VALVE, DUCTILE IRON	EA	2	\$	2,450.00	\$	4,900.00	\$	3,600.00	\$	7,200.00
8041	812175	12 INCH RESILIENT-WEDGE GATE WATER VALVE, DUCTILE IRON	EA	1	\$	4,400.00	\$	4,400.00	\$	5,975.00	\$	5,975.00
8042	812176	14 INCH RESILIENT-WEDGE GATE WATER VALVE, DUCTILE IRON	EA	1	\$	15,800.00	\$	15,800.00	\$	19,000.00	\$	19,000.00
8043	800000	18 INCH RESILIENT-WEDGE GATE WATER VALVE, DUCTILE IRON	EA	8	\$	24,200.00	\$	193,600.00	\$	27,200.00	\$	217,600.00
8044	812538	4 INCH SEWER HOUSE CONNECTION POLYVINYL CHLORIDE	LF	90	\$	152.00	\$	13,680.00	\$	114.00	\$	10,260.00
8045	812540	6 INCH SEWER HOUSE CONNECTION POLYVINYL CHLORIDE	LF	296	\$	205.00	\$	60,680.00	\$	200.00	\$	59,200.00
8046	812583	12 INCH POLYVINYL CHLORIDE SEWER LINE	LF	38	\$	175.00	\$	6,650.00	\$	200.00	\$	7,600.00
8047	812586	18 INCH POLYVINYL CHLORIDE SEWER LINE	LF	405	\$	285.00	\$	115,425.00	\$	235.00	\$	95,175.00
8048	812589	24 INCH POLYVINYL CHLORIDE SEWER LINE	LF	59	\$	385.00	\$	22,715.00	\$	376.00	\$	22,184.00

PROJECT INFORMATION	
Project Title:	Baltimore Street Access Project
City Project:	12-16-M
Contract Length:	550 Calendar Days
BID OPENING	
Date & Time:	September 21, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Carl Belt, Inc.	Triton Construction
11521 Milnor Ave. Cumberland, MD 21502	PO Box 1360 1944 Winfield Road Saint Albans, WV 25177

8049	812590	27 INCH POLYVINYL CHLORIDE SEWER LINE	LF	504	\$	425.00	\$	214,200.00	\$	435.00	\$	219,240.00
8050	816000	REMOVE & RELOCATE EXISTING CABINET AND CONTROLLER	EA	1	\$	2,035.00	\$	2,035.00	\$	5,000.00	\$	5,000.00
8051	818004	10' BREAKAWAY PEDESTAL POLE (PAINTED)	EA	3	\$	1,375.00	\$	4,125.00	\$	1,250.00	\$	3,750.00
8052	821003	BREAKAWAY BASE SUPPORT SYSTEMS FOR SIGNAL STRUCTURE	EA	3	\$	715.00	\$	2,145.00	\$	650.00	\$	1,950.00
8053	837001	GROUND ROD- 3/4 INCH DIAMETER X 10 FT	EA	8	\$	176.00	\$	1,408.00	\$	160.00	\$	1,280.00
8054	860284	12 INCH LED VEHICULAR TRAFFIC SIGNAL HEAD SECTION	EA	25	\$	440.00	\$	11,000.00	\$	400.00	\$	10,000.00
8055	860285	16 INCH LED COUNTDOWN PEDESTRIAN SIGNAL HEAD	EA	8	\$	176.00	\$	1,408.00	\$	900.00	\$	7,200.00
8056	860289	RETROREFLECTIVE SIGNAL HEAD BACK PLATE, ANY SIZE	EA	7	\$	374.00	\$	2,618.00	\$	340.00	\$	2,380.00
8057	860292	CUT, CLEAN, GALVANIZE AND CAP TRAFFIC SIGNAL STRUCTURE	EA	6	\$	55.00	\$	330.00	\$	50.00	\$	300.00
8058	861105	ELECTRICAL CABLE- 2 CONDUCTOR, NO. 14 AWG	LF	725	\$	2.20	\$	1,595.00	\$	2.00	\$	1,450.00
8059	861107	ELECTRICAL CABLE- 5 CONDUCTOR, NO. 14 AWG	LF	1150	\$	2.75	\$	3,162.50	\$	2.50	\$	2,875.00
8060	861108	ELECTRICAL CABLE- 7 CONDUCTOR, NO. 14 AWG	LF	625	\$	3.30	\$	2,062.50	\$	3.00	\$	1,875.00
8061	865210	AUDIBLE/TACTILE PEDESTRIAN PUSHBUTTON STATIONS AND SIGNS	EA	8	\$	990.00	\$	7,920.00	\$	900.00	\$	7,200.00
8062	865300	2 WIRE APS CENTRAL CONTROL UNIT	EA	1	\$	4,840.00	\$	4,840.00	\$	4,400.00	\$	4,400.00
8063	800000	PAINT EXISTING PEDESTAL POLES	EA	2	\$	1,980.00	\$	3,960.00	\$	1,800.00	\$	3,600.00
8064	800000	FURNISH AND INSTALL 28' PAINTED STEEL POLE WITH TWIN 26' AND 44' PAINTED MAST ARMS	EA	1	\$	51,535.00	\$	51,535.00	\$	46,850.00	\$	46,850.00
8065	800000	RADAR DETECTION SYSTEM	LS	1	\$	35,200.00	\$	35,200.00	\$	32,000.00	\$	32,000.00
8066	800000	REMOVE AND DISPOSE OF MATERIAL AND EQUIPMENT AS NEEDED	LS	1	\$	1,870.00	\$	1,870.00	\$	1,700.00	\$	1,700.00
8067	800000	DISCONNECT AND REMOVE EXISTING TRAFFIC SIGNAL CABLING	LF	1300	\$	0.55	\$	715.00	\$	23.12	\$	30,056.00
8068	800000	CONNECT TO EXISTING HAND HOLE	EA	1	\$	462.00	\$	462.00	\$	420.00	\$	420.00
8069	800000	CUSTOMER LATERAL IDENTIFICATION AND LOCATION	EA	1	\$	70,300.00	\$	70,300.00	\$	3,500.00	\$	3,500.00
8070	800000	TREE RECEPTACLE PEDESTAL	EA	46	\$	1,525.00	\$	70,150.00	\$	2,300.00	\$	105,800.00
8071	800000	CONCRETE FOR TREE RECEPTACLE PEDESTAL FOUNDATION	CY	6	\$	5,650.00	\$	33,900.00	\$	1,000.00	\$	6,000.00
8072	800000	PLINTH RECEPTACLE GROUND BOX	EA	2	\$	4,620.00	\$	9,240.00	\$	1,850.00	\$	3,700.00
8073	800000	CABLE-1 CONDUCTOR, NO. 1 AWG, COPPER TYPE THHN/THWN-2, 600V	LF	150	\$	5.60	\$	840.00	\$	4.00	\$	600.00
8074	800000	CABLE-1 CONDUCTOR, NO. 6 AWG, COPPER TYPE THHN/THWN-2, 600V	LF	32879	\$	2.38	\$	78,252.02	\$	1.50	\$	49,318.50
8075	800000	CABLE-1 CONDUCTOR, NO. 8 AWG, COPPER TYPE THHN/THWN-2, 600V	LF	47805	\$	1.88	\$	89,873.40	\$	1.20	\$	57,366.00
8076	800000	CABLE-1 CONDUCTOR, NO. 12 AWG, COPPER TYPE THHN/THWN-2, 600V	LF	12236	\$	1.30	\$	15,906.80	\$	0.65	\$	7,953.40
8077	800000	1-1/4 INCH PVC FIBER OPTIC CONDUIT	LF	6075	\$	21.35	\$	129,701.25	\$	4.50	\$	27,337.50
8078	800000	4 INCH PVC FIBER OPTIC CONDUIT	LF	1910	\$	48.75	\$	93,112.50	\$	24.00	\$	45,840.00
8079	800000	FURNISH AND INSTALL FIBER OPTIC HANDHOLE	EA	15	\$	7,240.00	\$	108,600.00	\$	3,000.00	\$	45,000.00
8080	800000	FIBER OPTIC SERVICE CONNECTION	EA	40	\$	330.00	\$	13,200.00	\$	1,120.00	\$	44,800.00
8081	800000	WAYFINDING SIGNAGE	LS	1	\$	6,335.00	\$	6,335.00	\$	14,500.00	\$	14,500.00
8082	800000	REMOVE AND DELIVER DEDICATION SIGNS	EA	10	\$	130.00	\$	1,300.00	\$	247.93	\$	2,479.30
8083	800000	EXISTING ELECTRICAL SERVICE DE-ELECTRIFICATION/ TEMPORARY SHUT OFF	EA	1	\$	1,650.00	\$	1,650.00	\$	5,000.00	\$	5,000.00
8084	800000	REMOVAL OF EXISTING LIGHT POLE	EA	68	\$	765.00	\$	52,020.00	\$	350.00	\$	23,800.00
8085	800000	REMOVAL OF EXISTING FLAG POLE	EA	5	\$	925.00	\$	4,625.00	\$	200.00	\$	1,000.00
8086	800000	REMOVAL AND REPLACEMENT OF VARIABLE WIDTH CONCRETE BORDER	LF	100	\$	79.00	\$	7,900.00	\$	123.00	\$	12,300.00
8087	800000	FREEZE PROOF YARD HYDRANT	EA	4	\$	11,035.00	\$	44,140.00	\$	8,800.00	\$	35,200.00
8088	800000	ADJUST VALVE BOX	EA	9	\$	232.00	\$	2,088.00	\$	210.00	\$	1,890.00
8089	800000	REPLACE VALVE BOX	EA	1	\$	610.00	\$	610.00	\$	450.00	\$	450.00
8090	800000	2 INCH WATER METER	EA	2	\$	8,500.00	\$	17,000.00	\$	6,700.00	\$	13,400.00
8091	800000	3 INCH WATER METER	EA	1	\$	26,500.00	\$	26,500.00	\$	15,200.00	\$	15,200.00
8092	800000	LOW PROFILE MANHOLE FRAMES AND COVERS	EA	6	\$	1,145.00	\$	6,870.00	\$	710.00	\$	4,260.00
8093	800000	MANHOLE FRAMES AND COVERS	EA	21	\$	1,125.00	\$	23,625.00	\$	710.00	\$	14,910.00
8094	802145	ADJUST EXISTING ELECTRICAL HANDHOLE	EA	15	\$	1,265.00	\$	18,975.00	\$	300.00	\$	4,500.00
8095	800000	ADJUST METER PIT	EA	6	\$	366.00	\$	2,196.00	\$	225.00	\$	1,350.00
8096	800000	REPLACE METER PIT	EA	1	\$	1,915.00	\$	1,915.00	\$	1,050.00	\$	1,050.00
8097	800000	OUTDOOR WATER FOUNTAIN WITH BOTTLE FILLING STATION WITH FOUNDATION	EA	3	\$	21,200.00	\$	63,600.00	\$	32,100.00	\$	96,300.00
8098	812529	DOUBLE SWEEP SEWER CLEANOUT	EA	12	\$	885.00	\$	10,620.00	\$	3,600.00	\$	43,200.00
8099	800000	CONCRETE ENCASMENT FOR VERIZON LINE	CY	33	\$	1,150.00	\$	37,950.00	\$	550.00	\$	18,150.00

PROJECT INFORMATION	
Project Title:	Baltimore Street Access Project
City Project:	12-16-M
Contract Length:	550 Calendar Days
BID OPENING	
Date & Time:	September 21, 2022 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION			
BIDDER		BIDDER	
Carl Belt, Inc.		Triton Construction	
11521 Milnor Ave. Cumberland, MD 21502		PO Box 1360 1944 Winfield Road Saint Albans, WV 25177	

8100	800000	3 INCH RIGID METALLIC CONDUIT	LF	150	\$	52.00	\$	7,800.00	\$	60.00	\$	9,000.00
8101	800000	CABLE-1 CONDUCTOR, NO. 2 AWG, COPPER TYPE THHN/THWN-2, 600V	LF	400	\$	5.40	\$	2,160.00	\$	5.00	\$	2,000.00
8102	800000	CABLE-1 CONDUCTOR, NO. 4/0 AWG, COPPER TYPE THHN/THWN-2, 600V	LF	1200	\$	9.80	\$	11,760.00	\$	10.00	\$	12,000.00
8103	800000	WATER FEATURE PARTITION WALLS	LS	1	\$	38,000.00	\$	38,000.00	\$	60,000.00	\$	60,000.00
8104	800000	3/4 INCH OR 1 INCH WATER SERVICE LINE	LF	386	\$	83.00	\$	32,038.00	\$	44.00	\$	16,984.00
8105	800000	3 INCH WATER SERVICE LINE	LF	28	\$	165.00	\$	4,620.00	\$	96.00	\$	2,688.00
8106	800000	RECONNECT EXISTING 3/4 INCH OR 1 INCH WATER CONNECTION TO NEW MAIN	EA	15	\$	435.00	\$	6,525.00	\$	185.00	\$	2,775.00
8107	800000	RECONNECT EXISTING 3 INCH WATER CONNECTION TO NEW MAIN	EA	1	\$	5,800.00	\$	5,800.00	\$	221.00	\$	221.00
8108	800000	3/4 INCH OR 1 INCH WATER METER	EA	15	\$	2,700.00	\$	40,500.00	\$	1,460.00	\$	21,900.00
8109	801001	CONCRETE FOR SIGN FOUNDATION (WAYFINDING)	CY	2	\$	2,600.00	\$	5,200.00	\$	5,000.00	\$	10,000.00
9001	900000	BASE MOUNTED METERED SERVICE PEDESTAL W/PHOTOCELL 120/240V, 400A	EA	2	\$	38,500.00	\$	77,000.00	\$	55,000.00	\$	110,000.00
9002	900000	ROUND PEDESTRIAN POLE AND LUMINAIRE	EA	67	\$	8,950.00	\$	599,650.00	\$	9,303.18	\$	623,313.06
9003	900000	PATHWAY PEDESTRIAN POLE AND LUMINAIRE	EA	8	\$	3,450.00	\$	27,600.00	\$	5,566.68	\$	44,533.44
9004	900000	RECONNECT AND MAINTAIN EXISTING LIGHT STANDARD CIRCUIT	EA	1	\$	15,550.00	\$	15,550.00	\$	10,000.00	\$	10,000.00
ADD/ALT #1												
5022	500000	3/4 INCH BITUMINOUS SETTING BED	SY	6471	\$	40.00	\$	258,840.00	\$	36.50	\$	236,191.50
5004	514525	6 INCH CRUSHER RUN AGGREGATE CR-6	SY	6471	\$	31.00	\$	200,601.00	\$	15.00	\$	97,065.00
5023	300000	4 INCH PLAIN PORTLAND CEMENT CONCRETE BASE	SY	6471	\$	51.00	\$	330,021.00	\$	99.95	\$	646,776.45
5025	500000	SIDEWALK PAVERS - ALTERNATE BID	SY	6674	\$	155.00	\$	1,034,470.00	\$	150.30	\$	1,003,102.20
5021	500000	1 INCH SAND SETTING BED	SY	-6471	\$	15.00	\$	(97,065.00)	\$	24.30	\$	(157,245.30)
5020	500000	SIDEWALK PAVERS	SY	-6674	\$	155.00	\$	(1,034,470.00)	\$	165.75	\$	(1,106,215.50)
5005	500000	8 INCH CRUSHER RUN AGGREGATE CR-6	SY	-6471	\$	41.00	\$	(265,311.00)	\$	20.00	\$	(129,420.00)

Note: There was an error in Carl Belt's Bid form where their written total was larger than the total of the individual bid items. This amount is the correct bid amount as the error was related to a line item not being updated per Carl Belt.

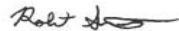
The correct written totals are as follows:

Base Bid - \$15,107,589.76

Alternate Bid - \$15,534,675.76

Carl Belt, Inc.		Triton Construction	
Bid	✓	Bid	✓
Clean Air Act	✓	Clean Air Act	✓
Proposal Packet	✓	Proposal Packet	✓
ARVF	✓	ARVF	✓
Bid Bond	✓	Bid Bond	✓
\$	14,854,014.76	\$	14,638,500.00
\$	15,281,100.76	\$	15,228,754.35

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



Robert Smith, PE
Director of Engineering

File Attachments for Item:

. Order 27,125 - awarding the South Street ADA Improvements Project (19-21-M) to Excavating Associates, Inc., the low responsive bidder, in the amount not to exceed \$221,036

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

ORDER NO. 27,125

DATE: November 1, 2022

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

THAT, the bid of Excavating Associates, Inc., PO BOX 434, Ellerslie, MD 21529 for the South Street ADA Improvements (Project 19-21-M), in the not to exceed amount of Two Hundred Twenty One Thousand Thirty Six Dollars (\$221,036) be and is hereby approved; and

BE IT FURTHER ORDERED THAT, the award is contingent upon final approval from Community Development Block Grant funding; and

BE IT FURTHER ORDERED THAT, all other bids received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Budget Number: 111.410.2021.63000, 111.410.2022.63000

Order of bids:

Excavating Associates, Inc.	\$221,036.00
Harbel, Inc.	\$254,665.00

Council Agenda Summary

Meeting Date: 11/1/2022

Key Staff Contact: Matt Idleman, PE

Item Title:

Award South Street ADA Improvements Contract, City Project # 19-21-M

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

Award South Street ADA Improvements Contract to low responsive bidder, Excavating Associates, in the lump sum cost of \$221,036.00, contingent upon CDBG approval.

This project will accommodate and provide accessibility for persons with disabilities on South Street from Oldtown Road to Industrial Boulevard at the intersections of South Street and First Street, Second Street, Third Street, Fourth Street, and Franks Lane. This project includes the installation of accessible curb ramps at the aforementioned street intersections, concrete pavement repairs, the adjustment and modification of several existing inlets, and the replacement of a small retaining wall at First and South Streets.

This project was advertised for bid on 8/24/22. Bids closed on 9/21/22, with two qualified bids being received. The low bidder was Excavating Associates with an acceptable bid of \$221,036.00. The other acceptable bid was \$254,665.00.

The project is budgeted for this fiscal year, and utilizes CDBG Funding

Amount of Award: \$221,036.00

Budget number: 111.410.2021.63000, 111.410.2022.63000

Grant, bond, etc. reference: CDBG

PROJECT INFORMATION	
Project Title:	South Street ADA Improvements
City Project:	19-21-M
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	September 21, 2022 @ 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Harbel, Inc.	Excavating Associates, Inc.
11521 Milnor Ave Cumberland, MD 21502	PO Box 434 Ellerslie, MD 21529

BIDS AND ALTERNATES				Harbel, Inc.		Excavating Associates, Inc.	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1001	Mobilization	LS	1	\$ 33,225.00	\$ 33,225.00	\$ 33,076.00	\$ 33,076.00
1002	Construction Stakeout	LS	1	\$ 2,400.00	\$ 2,400.00	\$ 13,624.00	\$ 13,624.00
1003	Maintenance of Traffic	LS	1	\$ 8,800.00	\$ 8,800.00	\$ 23,458.00	\$ 23,458.00
2001	Class 1-A Excavation (Contingent)	CY	2	\$ 630.00	\$ 1,260.00	\$ 521.50	\$ 1,043.00
3001	Modify Existing Catch Basin – Type I	EA	3	\$ 10,200.00	\$ 30,600.00	\$ 8,799.00	\$ 26,397.00
3002	Modify Existing Catch Basin – Type II (Contingent)	EA	1	\$ 10,650.00	\$ 10,650.00	\$ 8,248.00	\$ 8,248.00
3003	Inlet Protection	EA	7	\$ 245.00	\$ 1,715.00	\$ 398.00	\$ 2,786.00
5001	Portland Cement Concrete Pavement Repair	CY	9	\$ 2,055.00	\$ 18,495.00	\$ 728.00	\$ 6,552.00
5002	18" White Heat Applied Thermoplastic Pavement Markings	LF	170	\$ 31.50	\$ 5,355.00	\$ 28.60	\$ 4,862.00
6001	6 Inch Concrete Driveways and Entrances Mix 7	SF	90	\$ 89.00	\$ 8,010.00	\$ 30.30	\$ 2,727.00
6002	Standard Type A Concrete Curb 8"x18"	LF	40	\$ 108.00	\$ 4,320.00	\$ 90.25	\$ 3,610.00
6003	Standard Type C Concrete Curb 8"x13"	LF	20	\$ 158.00	\$ 3,160.00	\$ 87.40	\$ 1,748.00
6004	Type A Curb Any Height or Depth	LF	350	\$ 80.00	\$ 28,000.00	\$ 86.52	\$ 30,282.00
6005	5-Inch Reinforced Concrete Sidewalk	SF	1420	\$ 51.75	\$ 73,485.00	\$ 26.50	\$ 37,630.00
6006	Detectable Warning Surfaces for Curb Ramps	SF	280	\$ 33.50	\$ 9,380.00	\$ 31.50	\$ 8,820.00
6007	Concrete Cast-In-Place Retaining Wall	LF	15	\$ 830.00	\$ 12,450.00	\$ 790.00	\$ 11,850.00
7001	Placing Furnished Topsoil 4 Inch Depth	SY	60	\$ 23.50	\$ 1,410.00	\$ 41.00	\$ 2,460.00
7002	Turfgrass Establishment	SY	60	\$ 18.50	\$ 1,110.00	\$ 10.30	\$ 618.00
8001	Remove and Reset Existing Sign Post	EA	6	\$ 140.00	\$ 840.00	\$ 207.50	\$ 1,245.00

Harbel, Inc.		Excavating Associates, Inc.	
Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓
ARVF	✓	ARVF	✓
Clean Air Act	✓	Clean Air Act	✓
Bid Bond	✓	Bid Bond	✓
TOTAL BID		\$ 254,665.00	\$ 221,036.00

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



Matt Idleman, PE

Deputy Director of Engineering

File Attachments for Item:

. Order 27,126 - authorizing a 2003 Chevy Truck to be declared surplus for sale, trade in or disposal

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

ORDER NO. 27,126

DATE: November 1, 2022

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain vehicle that has been determined to be of no further value to the City; and

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
323	Water Distribution	2003 Chevy Silverado Pickup	1GCEK19V23E174163

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,127 - authorizing the execution of a Certified Local Government Grant agreement between Mayor and City Council and the Maryland Historical Trust in the amount of \$23,000 for the development and production of a Cumberland Historic Preservation Plan

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

ORDER NO. 27,127

DATE: November 1, 2022

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

THAT the Mayor be and is hereby authorized to execute a Certified Local Government Grant agreement by and between the Mayor and City Council of Cumberland and the Maryland Historical Trust in the amount of Twenty-Three Thousand Dollars and No Cents (\$23,000.00), for the development and production of a Cumberland Historic Preservation Plan.

Raymond M. Morriss, Mayor

CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

This grant agreement (the “**Agreement**”) is entered into as of the Effective Date (as defined in Section 1.b below), by and between **Mayor and City Council of Cumberland** (the “**Grantee**”) and the STATE OF MARYLAND (the “**State**”) acting by and through the MARYLAND HISTORICAL TRUST (“**MHT**”) an instrumentality of State government in which the Maryland State Historic Preservation Office (the “**SHPO**”) is located.

RECITALS

- A. The Certified Local Government (CLG) Program (the “**Program**”) established pursuant to The National Historic Preservation Act of 1966, as amended, and set forth at 36 CFR Part 61 (the “**Federal Regulations**”), enables the National Park Service of the United States Department of the Interior (“**NPS**”) to allocate federal funds (the “**CLG Funds**”) to State Historic Preservation Offices to make sub-grants to designated CLG jurisdictions or other appropriate entities to carry out eligible historic preservation activities;
- B. Pursuant to State Finance & Procurement Article §5A-318, Maryland Code Annotated (the “**Act**”), MHT is authorized to accept and disperse the federal CLG Funds for the purposes of the Program;
- C. The Grantee has applied to MHT for a CLG Funds for the project described herein (the “**Grant Application**”); and
- D. In reliance upon the information contained in the Grant Application, MHT has determined that the project is consistent with the provisions of the Program and the Federal Regulations and has approved an award of CLG Funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHT and Grantee agree as follows:

1. **Grant Purpose; Project Terms; Administrators.**

- b. **Grant Purpose.** The purpose of this Agreement is to provide the Grantee with CLG Funds in an amount not to exceed \$23,000.00 (the “**Grant**”) to carry out the historic preservation services or activities described in **Exhibit A - Scope of Work** (the “**Project**”). Grantee shall use the Grant only for the activities authorized in the Scope of Work, and shall operate the Project in accordance with the Federal Regulations, the Act, the *Historic Preservation Fund Grant Manual* (2007 edition) and related administrative memos, and the federal regulations for the Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards, available online at <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> the “**HPF Grants Manual**”. The Project shall also be operated in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* available online at

<https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf>, and the terms and conditions of this Agreement.

- c. **Grant Term.** The Agreement is effective as of the date it is executed by MHT (the “**Effective Date**”), and unless sooner terminated pursuant to the terms of this Agreement, shall terminate on MHT’s receipt and approval of the final report described **Exhibit A – Progress/Final Reports** (the “**Termination Date**”).
- c. **Project Timetable.** Grantee may commence the Project on the “**Project Commencement Date**” and shall complete the Project by the “**Project Completion Date**” as set forth in **Exhibit A - Project Timetable** (the “**Project Timetable**”).
- d. **Extensions.** At its discretion MHT may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHT’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHT in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. Should the Grantee at any time determine that the Project will not comply with any of the dates set forth in the Project Timetable, the Grantee shall immediately notify the Project Monitor identified below to determine what actions need to be taken.
- e. **MHT’s Project Monitor; Grantee’s Project Administrator.** The Project Monitor and the Project Administrator will be the chief contacts for the parties with respect to all matters pertaining to this Agreement:
 - i. Nell Ziehl, Chief, Office of Planning, Education and Outreach, shall serve as MHT’s Project Monitor; and
 - ii. Mrs. Ruth Davis-Rogers shall serve as Grantee’s Project Administrator.

2. Grantee’s Contribution; Nonfederal Funds.

If required by MHT, Grantee shall provide a contribution in cash to the Project as further described in **Exhibit A - Grantee’s Contribution** (the “**Grantee’s Contribution**”). Documentation of the Grantee’s Contribution must be satisfactory to MHT. Grantee’s Contribution may include funds derived from other public or private sources; provided however, that no federal funds may be used for any part of the Grantee’s Contribution. Grantee’s Contribution shall be used to pay for authorized Project expenses, as further described in the budget attached in **Exhibit A - Project Budget** (the “**Project Budget**”).

3. Expenditure of Grant Proceeds.

- a. Grantee may incur Project expenses commencing on the Project Commencement Date.

- b. MHT, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred, or for costs incurred prior to the Project Commencement Date. All costs incurred by Grantee prior to the Project Commencement Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.
- c. All Grant funds shall be expended on or before the Project Completion Date.
- d. Project expenses incurred before the Project Commencement Date (unless otherwise approved by MHT under Section 3.b above), Project expenses incurred after the Project Completion Date, and expenses submitted to MHT after the “**Final Report Due Date**” set forth in the Project Timetable are not eligible for reimbursement from Grant proceeds.
- e. Grantee shall expend the Grant in accordance with the Project Budget.
- f. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced, and Grantee shall return all unexpended Grant funds to MHT.
- g. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant. Changes in funds allocation that exceed 10% of the Grant amount must be approved pursuant to Section 20.
- h. Should the Grantee at any time determine that the Project will not comply with the Project Budget, the Grantee shall immediately notify the Project Monitor to determine what actions need to be taken.

4. Grant Disbursements; Conditions.

- a. Provided that Grantee is not in default under the Agreement, and subject to the satisfaction of the Special Conditions set forth in **Exhibit A - Special Conditions** and the availability of federal funds, Grant funds will be disbursed as the Project progresses for reimbursement of eligible Project costs. Disbursements shall be made based on requests for disbursement of the Grant (a “**Disbursement Request**”) submitted by Grantee through MHT’s online grants software system.
 - i. Disbursement Requests will be processed within approximately forty-five (45) days from MHT’s approval of a complete Disbursement Request. The Disbursement Requests shall not exceed the eligible costs approved by MHT.
 - ii. All Disbursement Requests shall be satisfactory in form and content to MHT, shall identify all costs incurred for which the disbursement is being sought, and shall have

attached copies of the appropriate source documentation. If applicable, each invoice submitted must contain Grantee's Federal tax identification number. Grantee shall provide such additional supporting documentation as may be requested by MHT from time to time.

- iii. Where practicable, Disbursement Requests will be made on a quarterly basis and submitted with the progress reports described in Section 5. MHT may request the Grantee to accrue or estimate the expenditures for the last Disbursement Request of the federal fiscal year ending September 30th, to meet federal reporting requirements.
- b. With the exception of Program grants made to designated Third-Party Administrators, Grant funds shall be disbursed on a reimbursement basis; no funds shall be disbursed until Grantee has incurred eligible Project cost at its own expense. In no event shall MHT disburse funds for reimbursement that exceed the maximum amount of the Grant.
- c. Costs eligible for reimbursement shall be determined in accordance with the approved Project Budget and the HPF Grants Manual.
- d. The final disbursement of the Grant shall be made after Grantee's completion of the Project to the satisfaction of MHT, and Grantee's submission of the following items, satisfactory in form and content to MHT, on or before the Final Report Due Date:
 - i. The Final Report;
 - ii. The final Disbursement Request; and
 - iii. The final Project Deliverables defined in Section 5.c of the Agreement.

5. Reports; Project Deliverables; Inspection.

- a. Progress Reports. Unless waived by MHT, the Grantee shall submit to MHT electronic progress reports using MHT's online grants software system on the "**Progress Report Due Dates**" set forth in Project Timetable. The progress reports must be satisfactory to MHT in form and content, identify work completed, work still in progress and work newly initiated during the report period, and assess whether time schedules are being met, or other performance goals are being achieved. These reports should compare, from Project commencement to date, actual accomplishments to established goals and actual costs incurred to the Project Budget by cost categories. Progress reports shall include a Disbursement Request, if applicable.

- b. **Final Report.** Grantee shall submit to MHT an electronic final report described in **Exhibit A – Progress/Final Reports** (the “**Final Report**”) using MHT’s online grants software system by the Final Report Due Date set forth in Project Timetable.
- c. **Project Deliverables.** Grantee shall submit copies of all draft Project deliverables described in **Exhibit A - Project Deliverables** (the “**Project Deliverables**”), allowing 45 days for MHT’s review and comment. Revised final Project Deliverables incorporating MHT’s comments shall be submitted with the Final Report by the Final Report Due Date.
- d. The progress reports, the Final Report, and the Project Deliverables shall be satisfactory to MHT in form and content.
- e. **Project Inspection.** The Grantee agrees to meet at MHT’s request for the purpose of reviewing the Project’s progress. Either party may request other meetings from time to time. The Grantee and any of its contractors or subcontractors will permit on-site inspections of the Project by representatives of MHT, NPS, the State, and the Secretary of the Interior of the United States (the “**Representatives**”), upon reasonable notice and during reasonable working hours, during the term of the Agreement. All work performed in connection with the Project is subject to approval by MHT.

6. Grant Documents.

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHT:

- a. This Agreement, including all the exhibits thereto; and
- b. Any other document or written instrument that may be required by MHT.

7. General and Special Covenants.

- a. The Grantee shall directly supervise the Project. MHT may request permission to participate on the selection committee for the review of personnel to be employed on this Project.
- b. Following the Project Commencement Date, at its discretion MHT may contact the Grantee to set up an initial meeting between the Project Monitor, the Grantee and other appropriate parties. At this meeting, MHT will provide general assistance and guidance in setting up the Project, and will review the Agreement requirements, including the Scope of Work, the Project Deliverables, the Project Timetable, and Project expense invoices, to ensure that the requirements are clear as to content and result.
- c. The Grantee shall immediately notify the Project Monitor of a change in Grantee’s Project Administrator, or in any persons named or expressly identified to MHT as key Project personnel. Grantee shall fill a vacancy in the Project Administrator position within one month of the position becoming vacant.

- d. To the extent permitted by law, MHT will make available to the Grantee upon request pertinent information MHT has on file regarding the Project or the Grant. MHT will also assist the Grantee by making its staff available for consultation and technical advice. Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.
- e. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project, including the State provisions set forth in **Exhibit C - State Requirements**. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, and federal and State licensing and permitting requirements.
- f. The Grantee shall be current on payment of all taxes and filings required by law.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - i. Grantee fails to comply with any of the terms or conditions in this Agreement, or under any other agreement related to the Project;
 - ii. At any time any representation or warranty made by Grantee in connection with the Grant, this Agreement, or the Grant Application shall be incorrect in any manner;
 - iii. Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report affecting the Grant in general, or required under this Agreement, in the Grant Application, or in a Disbursement Request;
 - iv. The Grant funds are not spent in accordance with the terms of this Agreement;
 - v. Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT; or
 - vi. Final Project Deliverables, Final Report or other services delivered or performed by Grantee in connection with the Project fail to comply with requirements set forth in the Agreement.
- b. MHT shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHT shall have the right to:
 - i. Reduce the amount of the Grant or withhold disbursement of the Grant;

- ii. Demand repayment of the Grant from Grantee in whole or in part; or
 - iii. Terminate this Agreement by written notice to Grantee.
- d. In the event of MHT's termination of the Agreement:
- i. Grantee's authority to request a disbursement of the Grant shall cease and Grantee shall have no right, title, or interest in or to any of the remaining undisbursed Grant funds;
 - ii. MHT may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - iii. In addition to the rights and remedies contained in this Agreement, MHT may at any time proceed to protect and enforce all rights available to it or to MHT by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.
- e. A dispute arising between the parties to the Agreement as to any matter of form, substance or interpretation related to this Agreement (such as payments to the Grantee, time, schedule, or interpretation of contractual provisions) shall be referred to the Project Monitor and Project Administrator for resolution. If the Project Monitor and Project Administrator are unable to agree on a resolution, the Project Administrator may file a written appeal of the dispute to Elizabeth Hughes, the State Historic Preservation Officer, within 30 days following the date of the Project Monitor's decision. The decision of the State Historic Preservation Officer shall be final and binding on the parties.

9. **Standards of Work.** The Project activities and services carried out pursuant to this Agreement shall conform to relevant industry professional standards, the terms and conditions of this Agreement and the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* as well as the *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (https://mht.maryland.gov/documents/pdf/research/Survey_standards_architecture_web.pdf) or the *Standards and Guidelines for Archeological Investigations in Maryland* (https://mht.maryland.gov/documents/PDF/archeology/Archeology_standards_investigations.pdf), as applicable to the Project.

10. **Subcontracting.** This Agreement nor the Scope of Work to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MHT. MHT has the right to withhold such consent for any reason MHT or the State deems appropriate.

- a. MHT must approve Grantee's selection of all consultants to the Project prior to the execution of a consultant agreement.
- b. Any subcontract approved by MHT related to the performance of this Agreement shall contain such conditions and provisions as MHT deems necessary, in its discretion, to protect the interest of MHT and NPS. No provision of this Section and no approval by MHT of any subcontract shall have the effect of binding MHT for any amount above the maximum amount of the Grant, and MHT shall not be responsible for fulfillment of the Grantee's obligations to any of its subcontractors.
- c. Grantee shall submit to the MHT evidence of Grantee's compliance with federal competitive procurement requirements, if requested. The federal competitive procurement requirements detailed in Chapter 17 of the HPF Manual are hereby incorporated by reference into this Agreement.

11. **Records.**

- a. Grantee and any of its consultants or any subcontractors shall maintain accurate books, accounts, and records in a form acceptable to MHT and NPS of all transactions relating to the receipt and expenditure of the Grant for the Project (the "Records"). The Records shall be retained and made available for inspection by the Representatives during reasonable working hours, until the later of: (i) three (3) years after the Termination Date of the Agreement; or (ii) the date that all litigation, claims or audit findings involving the Records have been resolved and final action taken. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to the Representatives upon request.
- b. Grantee and any of its consultants or any subcontractors will effectively furnish, and require their employees, consultants and volunteers as may be applicable, to furnish such information as, in the judgment of the Representatives, may be relevant for the purposes of financial or programmatic audit and examination, and to ensure compliance with this Agreement and the effectiveness, legality and achievements of Project work.
- c. In addition to the requirements set forth above, Grantee shall provide MHT with such additional records, reports, and other documentation as may be required by MHT.

12. **Audits.**

- a. If applicable to Grantee pursuant to federal regulations set forth in 2 CFR 200, the Grantee shall obtain the services of an Independent Certified Public Accountant to perform a single audit of the Grantee, which shall cover the entire operations of the Grantee, and shall comply with Government Auditing Standards issued by the Comptroller General of the United States.

- b. Upon request of MHT, Grantee shall provide MHT with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.
- c. Grantees who have not and do not anticipate expending federal funds from any other granting authority and whose total federal fund expenditures do not exceed \$750,000 per annum are exempt from the requirements of the above audit requirement.
- d. If any audit of funds referred to in this Section results in MHT or NPS disallowing a claim for costs made by the Grantee for which the Grantee has received payment under this Agreement, then the Grantee shall reimburse MHT or NPS for the amount of such disallowed claim.

13. **Publication Requirements.**

- a. **Acknowledgement of Support.** Subject to the provisions of this Section and other pertinent provisions of the Agreement, it is understood and agreed that the Grantee has the right to publish and distribute information regarding and developed from the Project. An acknowledgement of support must be made in connection with the publication of any materials based on, or developed under any activity supported by the CLG Grant awarded pursuant to the Agreement. This acknowledgement shall read as follows:

This [describe publication/activity supported by the CLG Grant] has been financed [in part/entirely] with federal funds from the National Park Service, U.S. Department of the Interior, made available through the Maryland Historical Trust. However, the contents and opinions do not necessarily reflect the views or policies of these agencies.

If trade names or commercial products are cited by text or photograph, the following disclaimer must be added to the Acknowledgement of Support: "nor does the mention of trade names or commercial products constitute endorsement or recommendation by these agencies."

- b. **Non-Discrimination Statement.** All publications produced under this Agreement must include a statement of NPS's non-discrimination policy. This statement shall read as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., MS-2740 Washington, D.C. 20240-0001.

14. **Lobbying.** The Grantee warrants that no part of the Grant funds made available by this Agreement shall be used to influence a Member of Congress or legislation pending before Congress pursuant to the provisions of 18 USC 1913, which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

15. **Grantee's Certifications.** By executing the Agreement, Grantee certifies to MHT that:
- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland, is in good standing and duly registered to do business in the State with the State Department of Assessment and Taxation, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
 - b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
 - c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
 - d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
 - e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.

- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

16. **Nondiscrimination Provisions; Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or Grantee of the Project, on the basis of:
 - i. Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - ii. Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the State Assurance of Compliance, attached hereto and incorporated herein to this Agreement as **Exhibit B - Assurance of Compliance**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - i. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii. Title VIII of the Civil Rights Act of 1968, as amended;
 - iii. The Governor's Code of Fair Practices, as amended;
 - iv. Upon MHT's request, Grantee will submit to MHT information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHT; and
 - v. Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

17. **Equal Employment Opportunity.** The Grantee agrees that the following provision shall be included in all subcontracts and shall be posted by the Grantee and all subcontractors in conspicuous places available to employees and applicants for employment:

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. **Notices.** All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be delivered either in writing, or submitted electronically through MHT's grants management software system, as directed by MHT. Any written communication delivered by U.S mail shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHT by mail shall be sent to the Project Monitor or such other person as may be designated by MHT:

Nell Ziehl, Project Monitor
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032

- b. Communications to Grantee shall be mailed to:

Mrs. Ruth Davis-Rogers
Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502

19. **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHT or NPS to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

20. **Entire Agreement; Amendment.**

- a. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications between the parties, whether written or oral;
- b. Except as provided otherwise in Section 1.d of the Agreement, no amendment of this Agreement shall be binding upon either party unless such amendment is in writing duly executed by both parties hereto;
- c. Changes to the Project Scope or Project Budget are subject to MHT's determination that the proposed change is (i) warranted by the circumstances presented by Grantee; and (ii) in accordance with the Scope of Work, the Program and the HPF Grants Manual.

- d. The Project Monitor for MHT is authorized to execute amendments regarding changes to the Project Scope or Project Budget.
- e. Grantee hereby authorizes its Project Administrator to execute amendments to the Agreement on behalf of Grantee, unless Grantee notifies MHT in writing of a different authorized signatory for such amendments.

21. **Assignment.** This Agreement may not be assigned without MHT's prior written approval.

22. **Assignment of Claims.** The Grantee may not make an assignment of claims arising under this Agreement without obtaining the prior written consent of MHT or NPS. In the event such an assignment is authorized, the Grantee, not the assignee, shall prepare and submit invoices. Where such an assignment has been made, the original invoice is to be mailed directly to the assignee.

23. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

24. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.

25. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

26. **Costs.** The Grantee shall bear all costs incident to the Grant, including without limitation Grantee's attorneys' fees, if any.

27. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein and shall be indicated by signing this Agreement in the place provided below and returning it to MHT to the attention of the Project Monitor.

28. **No Warranty or Representation.** Neither the approval by MHT, the State, or NPS, nor any subsequent inspections or approvals of the Project shall constitute a warranty or representation by them or any of their agents, Representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHT, the State, or NPS are performed solely for their benefit to assure the proper expenditure of the Grant, and are not for the benefit of any other person.

29. **Voluntary Termination.** MHT and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of voluntary termination by MHT, Grantee's authority to request disbursements of the Grant shall cease, and Grantee shall have no right, title or interest in or to any of the remaining undisbursed Grant funds. At the time of termination,

Grantee shall return to MHT any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

30. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a “PDF” or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WITNESS

Name:
Title:

Mayor and City Council of Cumberland

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Approved for form and legal sufficiency

WITNESS

Name:
Title:

MARYLAND HISTORICAL TRUST

By: _____
Elizabeth Hughes
Director, Maryland Historical Trust and
State Historic Preservation Officer

Date executed by MHT: Effective Date

Approved for form and legal sufficiency
this _____ day of _____, 20____

Assistant Attorney General

Exhibits

Exhibit A – Project Scope of Work and Requirements
Exhibit B - Assurance of Compliance
Exhibit C - State Requirements

Paralegal Review _____

EXHIBIT A

PROJECT SCOPE OF WORK AND REQUIREMENTS

TITLE: Cumberland Historic Preservation Plan

GRANT NUMBER: P22AF01249-00

CFDA NUMBER: 15.904

AREA AFFECTED BY PROJECT: Allegany

TOTAL PROJECT COST: \$23,000.00

CLG GRANT FUNDS: \$23,000.00

**GRANTEE'S CONTRIBUTION/
NONFEDERAL CASH MATCH:** \$0.00

CONGRESSIONAL DISTRICT: 6

TYPE: NEW ☒ REVISION ☐

1. GRANTEE:

Name: Mayor and City Council of Cumberland
Address: 57 North Liberty Street
Cumberland, MD 21502
Project Administrator: Mrs. Ruth Davis-Rogers
Contact Email: ruth.davis-rogers@cumberlandmd.gov
Contact Phone: (301) 759-6431

2. PROJECT BUDGET:

Expense Item (Description)	Grant Funds	Cash Match	Total Project Cost
Consultant	\$23,000	\$0	\$23,000
TOTALS	\$23,000	\$0	\$23,000

3. SCOPE OF WORK:

Grant will support the development and production of a Cumberland Historic Preservation Plan, which will identify and articulate community preservation goals, provide information about the local preservation

ordinance, educate the public about the community's history and heritage, and set priorities and metrics for the plan's implementation and evaluation.

4. SPECIAL CONDITIONS

a. Grantee shall coordinate procurement of the consultant with MHT, including, but not limited to, providing for review and approval (1) a draft Request for Proposals (RFP) to procure the consultant prior to finalization and publication of the RFP and (2) qualifications of the preferred consultant candidate prior to final selection.

5. PROGRAM INCOME: No program income will be generated.

6. PROJECT TIMETABLE

5/2/2022	PROJECT COMMENCEMENT DATE: Grantee may incur Project costs on or after this date.
12/30/2022	PROGRESS REPORT DUE DATE
3/31/2023	PROGRESS REPORT DUE DATE
5/1/2023	DRAFT PROJECT DELIVERABLES: Draft Project Deliverables must be submitted to Project Monitor for review no later than this date.
6/30/2023	PROJECT COMPLETION DATE: Grantee must complete Project Scope of Work and incur all expenses for reimbursement by this date.
7/28/2023	FINAL REPORT DUE DATE

7. PROGRESS/FINAL REPORTS:

- a. Grantee shall electronically submit reports and materials on or before the dates set out in the Project Timetable.
- b. Progress Reports may include Disbursement Requests for costs incurred.
- c. The Final Report will include the following:
 - i. Completed Final Report form;
 - ii. Completed final Disbursement Request form and supporting documentation; and
 - iii. Final Project Deliverables, as described below.

8. PROJECT DELIVERABLES:

- a. One hard copy of the Cumberland Historic Preservation Plan and one PDF copy uploaded to MHT's online grants system as part of the final project report.

9. ENVIRONMENTAL CERTIFICATION:

Based upon a review of the Grant Application, proposal narrative, and the supporting documentation contained in the Grant Application, it has been determined that the proposed Project, Cumberland Historic Preservation Plan, meets the criteria for categorical exclusion under 516 DM 6.

Applicable Categorical Exclusion **A.4.a(10)**

10. SHPO CERTIFICATION:

As the duly authorized representative, I certify that this subgrant will be administered, and work will be performed under the supervision of a professional meeting appropriate 36 CFR 61 requirements, in accordance with the Historic Preservation Fund Grants Manual June 2007 Release, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf, and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the federal or nonfederal share of this subgrant are within the maximum limit imposed by Chapter 13, Section B. 34.e. of NPS-49. These costs have been assessed by knowledgeable MHT staff and found to be within the normal and customary range of charges for similar work in the local labor market and appear to be appropriate charges for the product to be achieved with grant assistance.

Elizabeth Hughes, Director, Maryland Historical Trust/
State Historic Preservation Officer

Date

EXHIBIT B

**ASSURANCE OF COMPLIANCE
WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE
WORKPLACE REQUIREMENTS**

Mayor and City Council of Cumberland (hereinafter called "**Grantee**"), having its principal address at 57 N. LIBERTY STREET, CUMBERLAND MD 21502,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHT shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

I. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

J. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, federal financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such federal financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

Mayor and City Council of Cumberland

(Signature)

By: _____

Name: _____

Title: _____

EXHIBIT C

STATE REQUIREMENTS

1. NON-HIRING OF EMPLOYEES:

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

2. RESPONSIBILITY OF GRANTEE:

A. The Grantee shall carry out of the Project with that standard of care skill, and diligence normally provided by a contractor in the performance of services similar to the services hereunder

B. Notwithstanding any review, approval, acceptance or payment for the Project by MHT or NPS, the Grantee shall be responsible for the professional and technical accuracy of its performance of the Scope of Work and the Project Deliverables furnished by the Grantee under this Agreement.

3. COMPLIANCE WITH LAWS:

The Grantee hereby represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

4. BANKRUPTCY:

Upon the filing for any bankruptcy proceeding by or against the Grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Grantee must notify MHT immediately. Upon learning of the actions herein identified, MHT reserves the right at its sole discretion either to cancel the Agreement or to affirm the Agreement and hold the Grantee responsible for any damages. The exercise of this right is in addition to any other rights MHT may have as provided in this Agreement or by law.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

A. Grantee releases MHT from, agrees that MHT shall have no liability for, and agrees to protect, indemnify, and hold MHT harmless from and against any and all

liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHT as a result of or in connection with the Grant or the Project. All monies expended by MHT as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHT. This Section shall survive the term of this Agreement.

- B. If Grantee is a State agency, a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated, as may be applicable to Grantee, in the (i) Maryland Tort Claims Act, Md. STATE GOVERNMENT Code Ann. § 12-101 et seq.; or (ii) Local Government Tort Claims Act, Md. Code Ann., and Cts. & Jud. Proc. §§ 5-301, et seq.; and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02, as may be amended from time to time.

6. FINANCIAL DISCLOSURE:

The Grantee shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more of State funding, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7. POLITICAL CONTRIBUTION DISCLOSURE:

The Grantee shall comply with the provisions of Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Administration Board of Elections Laws statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the twenty-four (24) months prior to when a contract was awarded; and (b) if the contribution is

made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

Signature:

Email: suzanne.mbollo@maryland.gov