

Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Public Meeting City Hall Council Chambers, 57 N. Liberty St., Cumberland

DATE: April 05, 2022

OPEN SESSION - 6:15 P.M.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting(s)

1. Statement of closed meeting held April 5, 2022

Presentations

- 1. Presentation of a Certificate of Recognition to Brianna Lavelle, Fort Hill HS Freshman Wrestler, for her many tournament achievements in wrestling
- 2. Quarterly presentation of awards to employees who have reached career milestones with the City of Cumberland

Proclamations

- 1. Proclaiming April 5, 2022 as Cumberland Arbor Day
- 2. Proclaiming the month of April in Cumberland as Fair Housing Month

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for January 2022

(B) Engineering

1. Engineering Division monthly report for February, 2022

Approval of Minutes

1. Approval of the Work Session Minutes of November 16 and 23, 2021, and the Closed Session and Work Session Minutes of December 7, 2021, and the Special Public Meeting Minutes of March 29, 2022

Public Hearings

 Public Hearing to present project recommendations and receive comment on the Draft 2022 Community Development Block Grant (CDBG) Anual Action Plan

New Business

(A) Orders (Consent Agenda)

- 1. Order 26,984 approving a Special Taxing District residential exemption of \$334.93 for 27 N. Centre Street
- Order 26,985 approving the hiring of James T. Wilson as a construction inspector for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) to provide onsite technical advice on a day-to-day basis for the amount of \$32,000
- 3. Order 26,986 authorizing the execution of a Memorandum of Understanding (MOU) with MDOT SHA to award Transportation Alternatives Program (TAP) grant assistance in the amount of \$6,291,232.63, or 80% of eligible project costs, with a \$1,572,808.16 City match, to be used for the Baltimore Street Access Project
- 4. Order 26,987 approving the sole source purchase of 2 new Ford Escape SUVs from National Fleet Group for the not-to-exceed amount of \$59,777.48 using Sourcewell Contract No. 091521-NAF in accordance with City Code Section 2-171 (c)
- 5. Order 26,988 authorizing execution of a Contract of Sale with Steve and Wendy Herker for the sale of their property at 306 Fayette Street (Allegany County Land Records, Book 2075 / Page 164) to the City for the amount of \$125,000, authorizing acceptance of the deed, and granting the City Administrator and City Solicitor the authority to execute documents necessary for the transfer
- 6. Order 26,989 accepting the recommendation from the Planning and Zoning Commission, dated March 28, 2022, to (1) approve a Zoning Text Amendment (ZTA #22-01) to amend the "Recreation, Amusement, Entertainment" section of the Use Regulations Table (Section 25-132) to define Fantasy Gambling as a permitted use in all city zones besides residential; (2) amend Section 11-132, entitled "Gambling," to support the proposed amendments to the Use Regulations Table; and (3) authorize the commencement of procedures to effect the amendments
- 7. Order 26,990 appointing Joseph P. George to the Evitts Creek Steering Committee as the City Council representative effective April 5, 2022

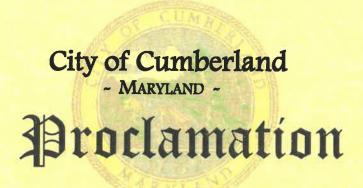
Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming April 5, 2022 as Cumberland Arbor Day



WHEREAS, The City of Cumberland recognizes the importance of protecting our environment by planting, protecting, and caring for the trees in our community; and

WHEREAS, The Cumberland Shade Tree Commission and the City of Cumberland have worked together to create a greater awareness within our community of the valuable asset trees provide and the need to promote tree practices that will create a healthy urban forest that can be enjoyed by future generations; and

WHEREAS, Numerous communities in Maryland participate in natural resources conservation involving trees, soil conservation, and programs to improve the health of the Chesapeake Bay region, and the Mayor and City Council of Cumberland feel that it is the responsibility of our city to share in these efforts to protect our environment and natural resources; and

WHEREAS, Through the efforts of the Shade Tree Commission to preserve and improve the health of our urban forest, the City of Cumberland has been distinguished as a Tree City USA for 25 years by the National Arbor Day Foundation, as well as a "Maryland PLANT Community" by the Maryland Urban and Community Forestry Council for 30 years.

Now, Therefore, the Mayor and City Council of Cumberland, do hereby proclaim April 5, 2022 as

"Cumberland Arbor Day"

Given under our Hands and Seals this 5th day of April, in the Year 2022, with the Corporate Seal of the City of Cumberland hereto attached, duly Attested by the City Clerk.

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

File Attachments for Item:

2. Proclaiming the month of April in Cumberland as Fair Housing Month



WHEREAS, the City of Cumberland is proud to join the U. S. Department of Housing and Urban Development in celebrating the fifty-third anniversary of the Fair Housing Act of 1968; and

WHEREAS, the 1968 Fair Housing Act, which guarantees the right of all Americans to dwell in the neighborhood of their choice, is one of the most important components of our national civil rights policy; and

WHEREAS, although this non-discriminatory policy is the law of the land, its proper enforcement requires the continued cooperation of all levels of government as well as the real estate and homebuilding industries, and private citizens; and

WHEREAS, throughout Maryland, this spirit of cooperation is being provided through the efforts of our state, federal and local governments and with the support of countless community and nonprofit organizations; and

WHEREAS, equal housing opportunity has a dramatic impact on school integration and the acceptance and understanding of ethnic and racial diversity; and

WHEREAS, promoting equal housing opportunity is essential to our larger mission of promoting justice in all areas of life for all citizens.

Row, Therefore, the Mayor and City Council of Cumberland, do hereby proclaim the month of April 2022 in the City of Cumberland as

"FAIR HOUSING MONTH"

Given under our Hands and Seals this 5th Day of April, in the Year 2022, with the Corporate Seal of the City of Cumberland Hereto Attached, Duly Attested by the City Clerk.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

. Administrative Services monthly report for January 2022

Administrative Services Monthly Report for January, 2022

April 5, 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 January, 2022.

Information Technology Department

December and January 2022

December 2022:

Statistics

132 new help desk requests 130 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continued process for firewall migration project
- Apply year-end updates to LOGOS for HR and Finance
- Contacted CISA (Cybersecurity and Infrastructure Security Agency) about performing an evaluation on the Water Filtration Plant. Scheduled for first of March.
- Installed new Firewall at the South End Fire Station

January 2022:

Statistics

143 new help desk requests137 help desk requests resolved

Activities

Major department initiatives in the past month include:

• Continue making changes to update our network environment and improve security

- Continued process for firewall migration project
- Work with vendor (Muni-Link) to adjust for blank utility bills until normal supply is available again
- Setup a Holiday schedule in AMAG to automate doors

Parks and Recreation

January 2022

Co-ed Volleyball League - No league operations this season

Field Usage: No usage, areas closed for the season. New season to begin in March.

Areas of Work

- July 4th Fireworks proposals were due to P&R on Sunday January 31, 2022
- Seasonal employment applications available Lifeguards, Cashier, Day camp, Park Watchman.
- Planning for pool and day camp season 2022
- Pavilion reservations were postponed due to moving reservation process to Citizen Serve updated training needed
- Budget FY 2023 preparation
- Intern in Recreation from Frostburg State University 1/16/22
- Distribution of Groundhog Color pages to City Schools

Meetings

- January Recreation Advisory Board meeting 1/10/22
- Annual CDBG Block Grant Zoom
- Groundhog Day program planning meeting
- Skate Park Meeting
- ARPA City project request
- Citizen Serve updates
- Day Camp Directors, Intern and Staff

Upcoming

- Recreation Advisory Board Meeting 2/7/22
- Constitution Park Pavilion reservations Reservations to begin March 1 after Citizen Serve training
- Continue to take summer seasonal employment applications for lifeguards, and day camp counselors
- July 4th Fireworks Receive and complete contract for 2022 program with "Starfire"
- Work related to Field scheduling for the Spring and Summer Season
- Planning for 2022 Spring/Summer programs and events Possible Easter Event, After School Arbor Day program, Pool and Day camp etc.
- Planning for Sunday in the Park Concert Series.

Community Development Report

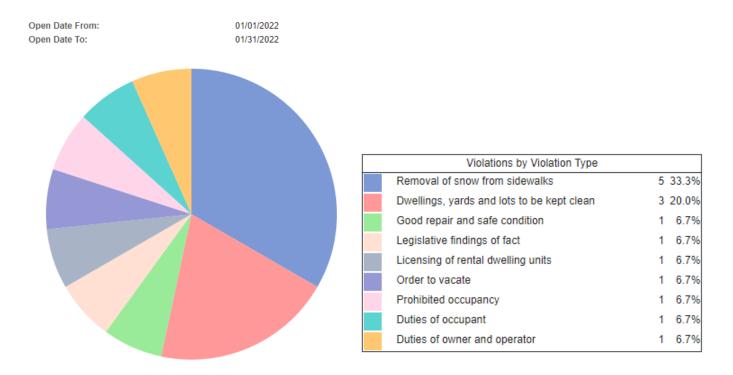
January 2022

CODE COMPLIANCE

Code Enforcement Activity:

77 new cases received - 23 of those are still open

15 violations were found.67 cases have been resolved.



PERMITS & RENTAL LICENSES

ISSUED - Permits, Reviews, and Licenses

14 Permits/Reviews issued

Building Residential1 Commercial1	Demolition Residential	Electrical Residential	Miscellaneous Residential2 Commercial0
Occupancy Residential1 Commercial3	Plumbing Residential 0 Commercial 0	Signage Commercial1	Use Public ROW Total issued2
Utility Residential0	Rental Licenses Issued45	Rental Inspections. Conducted: 32	Certificates of
Commercial0		Passed	Appropriateness Issued1 Change/Amendment Issued0

Revenue from 'Issued' Permits/Reviews

Building Permits	\$187.00
Miscellaneous Permits	15.00

Sign Permits	23.00
Utility Permits	
Plan Reviews, Amendments & Appeals	50.00
Zoning Classification Determination. (info request)	0.00
Municipal Infractions (Citation)	0.00
Certificates of Appropriateness	30.00
Rental Licenses (new & renewals)	. 3,925.00
Paid Rental Inspection Requests	
TOTAL	\$4,320.00
Demolition Permit – Bonds	\$0.00

Occupancy Permits90.00

COMMUNITY DEVELOPMENT PROGRAMS

January 2022

Community Development Block Grant	Dec 2021	Original	EDD		Lifetime	
(CDBG) Monthly Activity	Report	Bud	ERR	Contract	Funds Exp	Damain
Project		Orig. Budget			Expended	Remain
2019 Slush (Final)	2019	. ,		0	\$0.00	\$5,659.63
2019 Total Funds	2020	\$5,659.63		Contract	1	\$5,659.63
Baltimore Street Redesign	2020	· ' '		Released	\$0.00	\$402,700.00
HRDC Emerg Homeless Prevention	2020	· '		X	\$20,247.17	\$4,752.83
South Penn Playground	2020	· ′		х	\$37,500.00	\$0.00
Admin.	2020	\$110,065.20	X	X	\$77,821.64	\$32,243.56
Fair Housing	2020	\$8,454.00	Х	Х	\$8,454.00	\$0.00
YMCA Gilchrist HVAC	2020	\$54,000.00	х	X	\$54,000.00	\$0.00
AHEC Dental Access	2020	\$8,000.00	x	X	\$8,000.00	\$0.00
Incredible Years Parenting Fam. Junction	2020	\$7,000.00	х	X	\$7,000.00	\$0.00
PHA FCH Sidewalks Ph. 2	2020	\$50,000.00	X	Х	\$50,000.00	\$0.00
Constitution Park Inclusive Playground Ph.2	2020	\$65,000.00	x	x	\$64,173.80	\$826.20
HRDC Transitional Homeless Shelter	2020	\$6,000.00	х	х	\$0.00	\$6,000.00
2020 PI Slush (final as of July 2021)	2020	\$66.40			\$0.00	\$66.40
2020 Grant Totals		\$773,785.60			\$327,196.61	\$446,588.99
Baltimore Street Redesign	2021	\$232,721.00	Released			\$232,721.00
HRDC Rental Rehabilitation	2021	\$19,300.00	underway			\$19,300.00
YMCA Riverside Dehumidification	2021	\$200,368.00	Released	X		\$200,368.00
Admin.	2021	\$126,426.00	х		\$26,968.11	\$99,457.89
Ind. Cost	2021	\$15,120.00	х		\$4,738.50	\$10,381.50
Fair Housing	2021	\$8,454.00	х		\$1,831.87	\$6,622.13
YMCA Gilchrist HVA Replacement Ph. 2	2021	\$48,520.00	Х		\$16,173.00	\$32,347.00
AHEC Emergency Dental Access	2021	\$4,000.00	х	Х		\$4,000.00
Assoc. Char Long Term	2021	\$4,000.00	X	Х		\$4,000.00

Assoc. Char Short Term		\$5,000.00	x	x		\$5,000.00
PHA JFV Sidewalk Imps.	2021	\$35,000.00	Х			\$35,000.00
FCRC IPV	2021	\$9,500.00	Х	х	\$0.00	\$9,500.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	X	х	\$836.70	\$3,124.30
Jane's Place Inc.	2021	\$4,000.00	X	х	\$658.20	\$3,341.80
YMCA Food Program Trans. House Shelter	2021	\$5,000.00	X	х		\$5,000.00
Constitution Park/Splashpad	2021	\$87,750.00				\$87,750.00
2021 PI credits						\$15.25
2021 Grant Totals		\$809,120.00			\$51,206.38	\$757,913.62

	ARES ACT FUNDS Project	Amount Funded	Expended	Funds Remain
CV HRDC Em	\$24,992.05	\$24,992.05		
CV Small	φ 21 /33 2.0 0	\$0.00		
	mergency Homeless Prevention	\$21,768.22	\$6,768.22	-
	ay Relief Program	\$55,000.00	\$55,000.00	-
	Cechnology Accessibility	\$89,000.00	\$54,951.50	\$34,048.50
CV Needs Reallocated		\$285,490.73	\$0.00	\$285,490.73
TOT	ΓAL CV1	\$476,251.00	\$141,711.77	\$334,539.23
	B20MW24001 Award	\$476,251.00		
	Total	\$190,760.27	\$141,711.77	\$669,078.46
CV3 AYEP Youth	Center Rehabilitation	\$113,160.00	\$0.00	\$113,160.00
CV3 YMCA Transi	\$6,750.00	\$6,750.00	\$0.00	
TO	TAL CV3	\$119,910.00	\$6,750.00	\$113,160.00

Historic Planning/Preservation

January 2022

Ruth Davis–Rogers, new Historic Planner/Preservation Coordinator, fills vacant position of Historic Planner/Preservation Coordinator, on 1/10/22

Personal Training

Received training on the following systems:

- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus
- (HPC) Attended January 12th HPC Meeting

Historic Preservation Commission Meeting

Prepared and sent determination letter to project reviewed at Jan. 12th meeting

Meetings

- Attended Meeting with Jeff Silka and Dee-Dee Ritchie concerning activities taking place in the Canal Place district.
- Attended informal meeting regarding Carver Community Center
- Attended monthly DDC Meeting

Communication

Made introductions and exchanged emails with contacts at:

- City of Cumberland
- Maryland Association of Historic District Commissions
- Maryland Historic Trust

<u>Certificates of Appropriateness (COA)</u>

Collected COA's for Feb. 9th HPC meeting

Grants & Tax Credits

- Maryland Department of Housing and Community Development
- Resources for Independence
- Cumberland Housing Authority

Received award notification on funding request for the 2022 Community Legacy Program. Funding was awarded to three programs:

- Cumberland Main Street Connections \$150,000
- Residential Accessibility Improvement \$50,000
- YMCA Gilchrist HVAC \$50,000

Worked on existing Façade Grant management

Started formulating the Cumberland Roof Program

Reviewed management and status of Community Legacy and Sustainable Community Awards Consulted and answered questions regarding tax incentives with several members of the public

Reports

Allegany Arts Council sent notification that the 2022 Art & Entertainment District Redesignation Application is due April 1, 2022. This application is due every 10 years and the City previously assisted in the preparation of this application.

Several internal requests for Section 106 Reviews were made. Projects were discussed, additional information is needed before application/review can be made.

Comptroller's Office

January 2022

Cash Flow:

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

On January 1, 2022, the City had a cash balance of \$21.1 million. Receipts exceeded disbursements by \$2.1 million resulting in a cash balance of \$23.2 million at January 31, 2022.

As of January 31, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes rece	ivable (General	l Fund)						\$	3,334,749
			Ad	justments/					
	Beg Balance	New Billings	A	batements	Co	ollections	Bad Debt	Enc	ding Balance
FY 2022	\$ 1,512,550	\$ 899,643	\$	(11,737)	\$	102,133	\$ -	\$	2,298,323
FY 2021	529,373	185		(11,355)		17,157	-		501,046
FY 2020	323,307	-		(1,394)		9,218	-		312,695
FY 2019	64,998	-		(1,514)		4	-		63,480
FY 2018	56,735	-		(1,515)		-	-		55,220
FY 2017	26,522	-		(1,369)		-	-		25,153
FY 2016	24,209	-		(1,209)		-	-		23,000
FY 2015	22,258	-		(1,107)		-	-		21,151
FY 2014	13,669	-		-		-	-		13,669
FY 2013	9,339	-		-		-	-		9,339
FY 2012	5,574	-		-		-	-		5,574
FY 2011	3,109	-		-		-	-		3,109
Prior FY's	2,990	-		-		-	-		2,990
	\$ 2,594,633	\$ 899,828	\$	(31,200)	\$	128,512	\$ -	\$	3,334,749

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

Real property (non-owner occupied)	\$729,606
Non-Corp Personal Property	11,604
Corporate Personal Property	1,093,941
Real Property (semiannual payments)	463,172
Real Property (Half Year)	0
	\$2,298,323

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 January 31, 2022

	Cash	Investments				
Beginning Balance	\$ 21,060,760	\$ 12,876,740				
Add: Cash Receipts Investment Transfer	12,038,100 -	434 -				
Less: Disbursements Investment Transfer	9,925,608 -	835 2,000,000				
Ending Balance	\$ 23,173,252	\$ 10,876,339				
Restricted	\$ 7,484,699	\$ 6,154				

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

Restricted Cash									
	1/1/2022		Increase		Utilization		1/31/2022		
Police Seizures	\$ 110,628	\$	-	\$	-	\$	110,628		
Est of Dorothy Jackson	11,250		-		-		11,250		
Bowers Trust	53,580		-		-		53,580		
Street Improvement	-		-		-		-		
GOB 21	2,452,739		195		-		2,452,934		
ARPA Funds	4,799,577		617		-		4,800,194		
Demolition & Fiscal Agent Bonds	56,113		-		-		56,113		
	\$ 7,483,887	\$	812	\$	-	\$	7,484,699		
Restricted Investments									
	1/1/2022		Increase	Utilization			1/31/2022		
DDC	\$ 6,989	\$	-	\$	835	\$	6,154		

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, equipment and closing costs.

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 Proceed	s						
		1/1/2022		Issue	ι	Jtilization	1/31/2022
CDA 2019	\$	2,221,005	\$	-	\$	1,209,600	\$ 1,011,405
CDA 2021		7,118,653		-		122,337	6,996,316
G0B 21		2,452,739		-		(195)	2,452,934
	\$	11,792,397	\$	-	\$	1,331,742	\$ 10,460,655
Decatur Street Project							
		1/1/2022		Issue	ι	Jtilization	1/31/2022
MWQFA Series 2022A	\$	-	\$:	1,549,998	\$	133,027	\$ 1,416,971
MWQFA Series 2022B		-		516,666		44,342	472,324
Decature Street Grants		1,003,000		-		-	1,003,000
	\$	1,003,000	\$ 2	2,066,664	\$	177,369	\$ 2,892,295
CSO Projects							
		1/1/2022		Issue	ι	Jtilization	1/31/2022
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

CDA 2019 utilization of \$1.21 million consists of \$10K toward the Baltimore Street access project engineering costs and \$1.2 million toward a 100-foot aerial ladder fire truck. CDA 2021 utilization of \$122K includes \$97K toward the 100-foot aerial ladder fire truck, \$6K toward a Water Department DAF compressor, and \$19K for storage area network (SAN) drive replacements at City Hall. The GOB21 \$195 balance increase is interest earned.

The Decatur Street waterline project cost is \$3.1 million and is funded with \$1.0 million in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable. The debt issuance occurred on January 27, 2022. Series 2022B is forgivable after 10 years and incurs 25% of any costs charged among it and Series 2022A. This first draw of \$177K is for project materials.

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. This project is funded with \$5.4 million in grants and \$0.2 million in loan and is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding will be sought from Maryland Department of the Environment (MDE) during FY 22 to begin the engineering phase. Phase 4 project cost is estimated at \$8 million. The 78" pipeline project is budgeted to begin construction during FY22, but is delayed pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$52.4 million and is 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 January 31st, 2022)

The City is receiving \$19,595,850 from the American Rescue Plan Act (ARPA). Funding is distributed 50% in calendar year 2021 and the other 50% one (1) year after. On June 1, 2021, the first 50% was received in the amount of \$9,797,925. 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:

			A	llocation		
Purpose	Awarded	Budgeted		Utilized	I	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Respond to the health emergency						
Community Programs						
DDC Assistance to Small Businesses		\$ 183,500	\$	700	\$	182,800
Promoting the Community		\$ 33,563	\$	-	\$	33,563
Amphitheatre and Pavilion 1&2		\$ 174,350	\$	-	\$	174,350
Pool Area and Splash Pad		\$ 71,250	\$	-	\$	71,250
PPE						
General		\$ 55,000	\$	16,890	\$	38,110
Facilities and Equipment		\$ 11,000	\$	1,320	\$	9,680
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	\$	0
Revenue Loss		\$ 6,537,558	\$4	1,149,913	\$	2,387,645
Infrastructure Investments						
Water						
Sewer						
Broadband						
Unallocated		\$ 10,219,476	\$	-	\$1	0,219,476
Total:	\$19,595,850	\$ 19,595,850	\$5	5,002,776	\$1	4,593,074

Note: On February 17, 2022 the Mayor and City Council authorized the unallocated balance to be utilized toward additional community programs, revenue loss for the provision of government services, and water infrastructure on Order number 26,961.

Respectfully submitted,

Jeffrey Silka City Administrator

sln

File Attachments for Item:

. Engineering Division monthly report for February, 2022

Capita	al Projects					February	28, 2022
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confimed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008	06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	UPDATED - Received engineering report from Gwin Dobson & Foreman on 1/18/22. Requested MDE Grant funding, using the report as a reference, in February. Awaiting notice of funding appropriations later this year.		3/11/2022
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Complete	COMPLETE - Project was completed on 11/23/2021. Working with MDE to close out all permits and submit for reimbursement (MDE Grant funded).	MDI	1/19/2022
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.		4/2/2018
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	RLS	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	3/9/2022
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATED - The review comments have been submitted to MDOT and the package should be sent to Federal Aid in the coming days. The MOU for the TAP grant will be on the April 5th M&CC agenda.	RLS	3/17/2022
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019

Capita	al Projects					Februar	y 28, 2022
Order	Project No.	Project Name	Description	Phase	Comments	Updated	Date of
						Ву	Update
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs		Planning	NO CHANGE - Submitted State in liue of Federal Aid application on 12/28/21. Awaiting to hear from the SHA for further instruction upon their review.	MDI	1/19/2022
2016	19-16-S	cso	78" Pipeline to CSO tank in accordance with Consent Decree	Design	NO CHANGE - The USACE is requiring the City to perform a Safety Assurance Review of the project. The City is coordinating the SAR requirements with USACE and further info will be provided.	RLS	1/26/2022
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Complete	NO CHANGE - This project is complete and will removed from this list next month.	RLS	11/23/2021
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE - Construction began on 3/14 on Altamont Terrace and will continue through August.	RLS	3/17/2022
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - The Federal Funds have been approved to allow the project to go into Final Engineering. MDOT should be issuing notice to proceed in the coming days.	RLS	3/17/2022
.018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - The project is waiting for the USACE to issue the 408 permit which should occur in April. The ROW certification was completed in March.	RLS	3/17/2022
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	NO CHANGE Proposals received proposals to extend the contract for FY23. Noble Environmental (Mountainview Landfill) submitted an acceptable 1-year extension back in December. Burgmeier's Hauling provided a proposal for hauling curbside trash and recycling for FY23. This proposal was accepted by M&CC in January.	RJK	3/9/2022
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W - Project will be removed next month	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification	·				

Capita	al Projects					Februar	y 28, 2022
Order	Project No.	Project Name	Description	Phase	Comments	Updated	Date of
						Ву	Update
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Funding for design work has been identified. The City is working on a quit claim deed with CSX to allow the project to move into the Federal Bridge program.	RLS	1/26/2022
2018	44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	UPDATE - Project is waiting for authorization from the M&CC on how to proceed.	RLS	3/17/2022
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE- Contract underway (No work through winter months)	DTG	3/7/2022
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE- Contract underway (No work through winter months)	DTG	3/7/2022
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	NO CHANGE Compliance work ongoing.	RJK	3/9/2022
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE- Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020	6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	NO CHANGE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020	9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Design	NO CHANGE - Public works dept. is nearing completion of fill placement at Site #1 (behind field). E&S site plan for site #2 (behind pool) has been completed and approved by ACSCD. This site will be prepped to receive fill in the near future.	MDI	11/1/2021
2020	12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.	Construction	UPDATE - Carl Belt has completed field improvements and is currently working on restroom and concession building upgrades. S&S Electric has finished the electrical upgrades portion of the project. Estimated completion date is the end of April.	MDI	3/11/2022

Capita	al Projects					February	28, 2022
	Project No.	Project Name	Description	Phase	Comments		Date of Update
2020	13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		NO CHANGE - NMC report spring 2021; finalized in May. Met with Public Works (WW and Sewer) to update NMC language for 2022.		3/3/2022
2020	14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building				
2020	16-20-M		Project will include upgrading sidewalk for ADA compliance along Queen City Drive at corners of Bedford and Frederick Streets, below McMullen Bridge.	Construction	UPDATE - Part of CDBG 5-year plan. Low bidder was Carl Belt at \$59,693. Currently waiting for M&CC approval and release of funds from HUD prior to initiation of project.	MDI	3/11/2022
2020		CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	NO CHANGE- All jurisdictions and AquaLaw to met with MDE on the CO extension process on November 5, 2021. MDE requires a letter with the official request and supporting documentation as next step. This Letter was sent November	RJK	3/9/2022
2020	29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.				
2020	30-20-SWM		SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	NO CHANGE - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021	2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Design	UPDATE - Gwin Dobson has completed the design and submitted all documents to MDE to obtain construction permit. The plan is to advertise this project immediately following receival of the construction permit, with construction to theoretically begin in the summer.	MDI	3/11/2022
2021	4-21-W		Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	NO CHANGE - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021	6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		NEW -		
2021	7-21-WFP	2021 ECWC Watershed Timber Sale	2021 ECWC Watershed Timber Sale		NO CHANGE - The timber sale bids have been returned and an award issued to American Hardwood Industries.	RLS	7/27/2021
2021	8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.		NO CHANGE - This is a project to secure integrator services to support both the Water Filtration Plant and Water Reclamation Facilities	RLS	4/21/2021
2021	9-21-M	Municipal Service Center Security Fence	Installation of a security fence at the Municipal Service Center	Construction	UPDATE - Long Fence began fence installation on January 26th and finished by the end of February. A final inspection of the work was completed on March 7th. The City is now waiting for a final invoice from Long Fence to complete the project.	JAT	3/9/2022

Capita	al Projects					February	/ 28, 2022
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	10-21-M	Undocumented Rights-of-Way	should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	UPDATE - A project kickoff meeting was held on January 14 with representatives of multiple City Department Staff, to discuss the need for a better understaning of City owned proeprty, especially that which has been used street right-ofways or other infrastruture projects. It is possible that we may use GIS to track the informaton.	JRD	1/18/2022
2021	12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	COMPLETE - Permit issued to USPI, effective date was November 22, 2021.	RJK	2/17/2022
	13-21-W		Replacement of watermain in Fayette Street from Allegany Street to Luteman Road, and the repair/repaving of the street as needed.	Construction	NO CHANGE - Project required development of an ESC Site Plan and SOW. These were created and approved by ACSD and MDE on 10/14/21. Construction (using City forces) began on 10/18/21. Project will take multiple months to complete.	MDI	10/22/2021
2021	14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Planning	NO CHANGE - A potential site for the splash pad at the pool was approved by M&CC. Engineering has been in contact with Sparks@Play to discuss design considerations for both the splash pad, demolition of the pool deck, and other needed preparations for the work. Currently seeking guidance from the steering committee & M&CC regarding what splash pad equipment/look we want for this project.	JAT	10/4/2021
2021	15-21-W	and CIP UPDATE 2021	Water system engineering analysis, updated CIP recommendations, particularly concerning the Fort Hill Reservoir, and Asset Management Info for pump stations, PRV Stations and water tanks.	Planning	NEW - The EADS Group, Inc. was awarded the bid on 11/16/21. Kickoff meeting was held on 12/1/21.	DTG	1/18/2022
2021	16-21-M	Downtown ADA Improvements		Planning	NO CHANGE - This is a new Project, a preliminary cost estimate will need to be developed in order to determine the amount of funding needed.	JRD	10/5/2021
2021	19-21-M		This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Design	UPDATE - The bid packge for this project is complete. Currently preparing for bidding and discussing timeline and funding with CDBG staff.	JAT	3/9/2022

	al Projects						y 28, 2022
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	UPDATE - Engineering staff met with MCCi on March 1st to discuss next steps in the migration for our project database into Laserfiche. The City also sent over several materials for MCCi to review to help inform them while they build some test forms for us to discuss for possible use in the future.	JAT	3/9/2022
2021	21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	UPDATE- Consultants received all pertinant application information. Application planned to be submitted early March. Research phase completed; pulling region-wide water utilization information for consultants to include in the permit application.	RJK	3/9/2022
2021	22-21-P	General City Paving	This project paved Merchants Alley Parking Lot (Mill/Patch/Overlay) and Kelly Road along the southern face of the Grow West Facility (Full Depth reconstruct)	Construction	NO CHANGE - Merchants Alley Parking Lot has been repaved, and portion of Kelly Road is soth of the Grow West Facility is currently receiving the full depth reconstruction.	JRD	11/24/2021
2021	26-21-FPM	Removal of Potomac Industrial Dam at Blue Bridge	Project to remove the industrial dam in the Potomac River under the Blue Bridge to Ridgeley. Water & Land Solutions will be setting up a private commercial mitigation bank to fund construction. This project is related City Project 9-15-M	Planning	NEW -		
2021	27-21-T	Maryland Ave & Williams St Traffic Study	Study to investigate the potential realignment of Maryland Avenue at its intersection with Williams Street for future development in the Rolling Mill area. BBA performed the study using CAMPO funding.	Study	UPDATE - BBA has begun performing traffic counts and compiling information. Preliminary results should be presented to the City in March.	RLS	1/26/2022
2021	28-21-M	Municipal Service Center Pole Building	Project to construct a Pole Building at the MSC to store equipment.	Design	UPDATE - Design and specs completed. Project was advertised for bid starting 1/14/22.	DTG	1/18/2022
2021	30-21-M	Sustainable Communities Program Renewal	Sustainable Communities Program Renewal documentation. The program allows the City to access grant sources and is required to be updated every 5 years.	Planning	COMPLETE - Plan updates sent to Community Development by Dec 7th.	RJK	3/9/2022
2021	31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Planning	UPDATE - Project is a part of the 5-year park improvement plan. Funding (\$174,350) approved through ARPA. A site plan and RFP have been developed and are being reviewed/updated. Final bid documents should be ready for advertising by the end of March.	MDI	3/11/2022
2021	1-22-M	MDE Pre Applications FFY22 FY24	Annual Pre Application Jan 2022	Permitting	COMPLETE - Applications submitted by January 31.	RJK	2/17/2022

Capita	al Projects					February	28, 2022
Order	Project No.	Project Name	Description			Updated By	Date of Update
2021	2-22-W	South Cumberland Water Main Replacement Project		Planning	UPDATE - Bids for design services will be returns on 3/31 and the preliminary engineering report will be delivered in July.	RLS	3/17/2022
2022	5-22-WRF	WRF Head of Plant and Operations Building Roof Replacements	Roof replacement	Construction	NEW - This project was bid using Sourcewell. The roofs will be replaced in April/May	RLS	3/17/2022

			Program Projects U	Jpdate		February 28,	2022
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	NO CHANGE Outreach to residents; monthly articles in the Times- News and Facebook.	RJK	9-Mar-22
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	UPDATE Merger of Waste Management with Advanced Disposal was announced on Friday October 30, 2020. GFL owned Mountainview Landfill as part of the merger divestiture. Now Noble Environmental owns now Mountainview Landfill. Mountainview Landfill is open at least 1 more contract year (Noble provided a contract extension request for FY23 - Approved at the Dec 7 Council Meeting). Contract extension price proposal from Burgmeier's Hauling was received prior to Dec 31, 2021. Proposal accepted at Council in January. FY24 1-year contract extension years to resume Fall 2022.	RJK	9-Mar-22
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	NO CHANGE	RJK	9-Mar-22

			Program Projects U	lpdate		February 28,	2022
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	NO CHANGE - Renewal application mailed June 1, 2018. Permit expires April 2020. MDE conference call took place on July 7, 2020. Draft permit received July 27th. Second DRAFT received on September 1st, with conference call taken place September 21 in regards to finalized language. Draft Permit reviewed by EPA in November; comments by EPA to MDE have triggered further drafting of sections of the Permit pertaining to primarily to the CSO program. City has retained the services of AquaLaw, specializing in wastewater regulatory/permit reviews and legal counsel. AquaLaw will participate in reviewing the next draft of the permit, any revisions that follow and the final permit; in the best interest of the City. Anticipated issue date: unknown at this time.	RJK	9-Mar-22
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi- Annual/As Needed	NO CHANGE The last semi-annual report mailed by January 10, 2022. Currently the Consent Decree expires April 2023.	RJK	9-Mar-22
	WFP	NPDES Permit	Requirements for compliance		NO CHANGE	RJK	9-Mar-22
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.	Quarterly	UPDATE January meeting to took place on 1/13; in-person meeting at Cumberland Valley Township Building, Centerville, PA	RJK	9-Mar-22

Complete
Construction
Construction Bidding
Construction Closeout
Design
Inspection
N/A
Planning
RFP
Study

File Attachments for Item:

1. Approval of the Work Session Minutes of November 16 and 23, 2021, and the Closed Session and Work Session Minutes of December 7, 2021, and the Special Public Meeting Minutes of March 29, 2022

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, November 16, 2021 5:45 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, and Joe George. Council Member Laurie Marchini was absent

ALSO PRESENT: Jeffrey Silka, City Administrator; Ken Tressler, Director of Administrative Services; Marjorie Woodring, City Clerk;

I. Public Meeting Agenda Review-November 16, 2021

Mayor Morriss reviewed the reports and minutes, and mentioned the proclamations for Allegany HS Marching Band, and for Small Business Saturday. The Mayor called for any questions or comments. Being none, Mr. Silka reviewed the ordinances and orders:

Ordinance 3905 (2nd and 3rd readings) - approving an application (ZMA #21-01)to amend the City's zoning map to rezone property at 718 Frederick Street from R-U (Urban Residential) to R-R (Rehabilitation and Redevelopment) Floating Zone.

Mr. Silka advised that Rick Toms wants to use the property for a tattoo shop, and said the Planning Commission recommends, but with conditions.

Ordinance 3906 (2nd and 3rd readings) - accepting the bid from Michael W. and Kimberly A. McKay for the purchase of 17 Paw Paw Alley for the amount of \$2,500 and authorizing execution and conveyance of a deed to effect the transfer.

Mr. Silka advised that this is a Surplus Property bid.

Ordinance 3907 (*1st reading*) - authorizing the issuance and sale of General Obligation Bonds in the total amount not to exceed \$2,066,664 for the purpose of financing, reimbursing, or refinancing costs of the Decatur Street Waterline Project.

Mr. Silva advised that this project should begin in early spring of 2022, and said materials are already being secured by the contractor. He added that the total cost of this project is roughly \$3.1M, and said funding is being provided by an MDE grant, a state revolving loan, and an ARC grant.

Mr. Silva reviewed each item on the Consent Agenda:

Order 26,901 - approving the Sole Source Purchase of a new 2021 Ford T-250 Envirosight Camera Van for use by the Sewer Dept. from Infrastructure Solutions Group, Mechanicsville, VA, which is offering the VA Sheriff's Association Heavy Equipment

Procurement Program Contract (#22-03-0721) pricing, in the not-to-exceed amount of \$250,000.00.

Mr. Silva advised that this purchase in included in the FY22 sewer budget and in upcoming CDA debt issue, and said this is a piggy-back with the VA Sheriff's Heavy Equipment Contract. He added that the City did demo 3 trucks and received bids on 3, and said this truck is the best for the City's needs.

Order 26,902 - declaring City-owned property at 309 S. Cedar Street (Tax ID No. 04-015460) as surplus property, authorizing it for public sale, and authorizing the execution of a deed to effect the transfer of the property after 20 days from the date of this order.

Mr. Silva advised that this is a recent tax foreclosure property, and said the City was going to demo it, but said there have been interested buyers who plan to renovate it, so it will be offered for public sale.

Order 26,903 - accepting the bid from The EADS Group, Inc. for the "Water Distribution Analysis and CIP Update Contract (15-21-W)" in the lump sum cost of \$32,000.

Mr. Silva advised that this was a competitively bid solicitation for reviewing the City's storage facilities and providing an in-depth review of the City's water storage assets. He added that this will aid the City in planning a future capital project, and said it provides recommendation for replacing the Fort Hill reservoir cover, which is planned to be a FY23 key project.

II. MAYOR AND CITY COUNCIL UPDATES

Mayor and Council discussed an upcoming skate park meeting during a work session on another night, and also discussed funding for the skate park. The Mayor added that the task force reached out to Commissioner Shade, who said the County is still committed to \$250K for the skate park. Mayor Morriss discussed the Community Trust Fund (CTF), saying that they want \$10K from M&CC to create the fund. He stated that the task force's preferred site is Jaycee Field, but said when it comes to fund raising, they'll accept the location that M&CC determines is best. There was a consensus to get the ball rolling on creating a fund with CTF.

Mayor and Council discussed the County's \$250K contribution and discussed Commissioner Shade saying it would be available at the appropriate time. He explained that by next year the building site should be determined, and said the County just wants to make sure it's going to happened before contributing.

Mayor Morriss advised that Engine 1309 will be up for inspection this week, and then will be ready for WMSR, if it passes. He said the Polar Express had only 1300 tickets left, and said they sold over 35K for the calendar year 2021. He added that they don't expect any big findings from the inspection.

III.	ADJOURNMENT
	With no further business at hand, the meeting adjourned at 6:10 p.m.
	Respectfully submitted,
	Marjorie A. Woodring City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, November 23, 2021 4:30 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, and Joe George. Council Member Laurie Marchini was absent

ALSO PRESENT: Jeffrey Silka, City Administrator; Ken Tressler, Director of Administrative Services; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Cheyenne Jenkins, Skate Park Task Force; Phil Scolaro, Chairman-Hagerstown Skate Park; Kiera Shilling, President - Western MD Jaycees

I. SKATE PARK DISCUSSION

The skate park task force presented an Agenda with items they wanted to cover:

Location:

Mayor Morriss advised that the two places left that are being proposed are Jaycee Field and Constitution Park. The Mayor said the task force wants to propose that Jaycee Field would be the best option.

Cheyanne Jenkins of the task force committee advised that Spawn Ranch stated that land owned by UPMC Western Maryland would not be advisable due to not being able to fit all their equipment in there, as well as having issues with trees, tree roots, and existing structures, that would cause the budget to skyrocket. She added that the entire skating community is not in favor of this site.

Ms. Jenkins stated that Jaycee (Pogey) Field is favored by the skate park task force as well as the skating community. She advised that there are already existing restrooms and a parking lot. She added that the President of the WMD Jaycees advised that they are willing to fundraise as well as place a camera system on the City's behalf to deter vandalism. She said that the task force would like for the City to update the basketball courts, and said they want to have a meeting with Chief Ternent to have the CPD begin patrolling the area to "set the tone" of the property. She said she also spoke with Chuck from At Ease Security, and said they will get them a price quote by next Monday which is expected to be between \$8K and \$15K.

Ms. Jenkins discussed Jaycee Field being on a 100-year flood plain, and said they have a basic understanding of what it will take to build on a flood plain, and said they've done research. She said their research showed some parks building a drainage system or retaining wall, and provided dimensions on the park and street plaza they are proposing. She added there will be a pump track for beginner, older skaters, BMX, roller blading, wheelchairs, and said the street plaza is for all forms of wheels. She stated that they weren't really looking to build any big bowls, and said she thinks the build will work.

Phil Scolaro, Chairman of the Hagerstown skate park committee, stated that bowls require the most excavation, and said the group has chosen the least invasive. He also explained the differences between the types of tracks, and said all of it will be concrete.

Funding and Grants:

Ms. Jenkins discussed funding, saying the County has pledged 250K, and said they are currently looking at a \$450K budget. She said if the City could put up the \$10K necessary for the CTF account, the community fundraising goal is \$20K, leaving \$170K left for grants, etc. She asked for clarification on Open Space grant deadlines, and said she spoke with Lee Borror about CDBG funding. She advised that CDBG funded the Hagerstown park, and said she was hoping for \$70K from CDBG. She also mentioned the Tony Hawk foundation, as well as the Coca Cola foundation.

Ms. Jenkins stated that Spawn Ranch is willing to have a Zoom session with Engineering, Council, etc. about any concerns and to discuss the flood plain. She also asked for signage to be placed throughout the area to indicate a recreational area there, and said a lot of kids don't know that Jaycee Field even exists.

Mr. Scolaro said that they had an afterthought for cameras, and said they are beneficial for policing, but they benefit other marketing purposes for the City as well, and mentioned filming events as well as doing a live feed.

Mayor Morriss advised that M&CC has been discussing the park, and said they are interested in figuring out the possibilities, but said they are probably not the people that can do the dissection of information and figure it out. He suggested the best thing to do is let staff start digging into numbers on budgeting and engineering, so they can come back with a package and say "this is what it would cost at Jaycee Field", to do it right. He stated that they will ask staff:

- 1) Engineering and what it would take at Jaycee Field, the cost, and do due-diligence.
- 2) Look at Constitution Park; talk with Spawn Ranch and get their concerns
- 3) Funding Commissioner Shade seems fully committed to \$250K

There was discussion on funding in Hagerstown, with Mr. Scolaro stating that from CDBG and Open Space they got \$550K, and said they raised about another \$50K in addition to that funding from events. Mayor Morriss advised the task force to set their goal higher than \$20K, and said the more money from the private sector, the better the park. There was more discussion about the Hagerstown Park. Mr. Scolaro advised that their park in Hagerstown is pretty big, and has had tracks, etc. added onto it. He mentioned that he has calculated that the average square footage of a skate park can cost \$40/sq. ft., and said the task force is already budgeting up.

Kiera Shilling, President of the Western MD Jaycees, stated that they have weekly committee meetings and said they met last night to discuss fundraising. She advised that they have a list of fundraisers they are willing to do, but said the CTF account has to be opened first. She said in addition, the grants have time-lines, so the sooner they can get the CTF commitment, the sooner they can start fundraising. She said the Jaycees are looking forward to this, and said they look for diversity and inclusion, including the skating community. She discussed Jaycee Field having a bad name for years, it being a secluded place, and spoke about having competitions and events to pull people in and help tourism.

Mayor Morriss agreed that The Jaycees involvement is great, and mentioned their track record of success. He said he wants staff to figure out the best way to approach this going forward. He said as far as CTF, all of Council is in agreement, and said he can talk with them to get that established.

Timeline:

Mr. Smith inquired as to a conceptual plan, and said Jaycee Field is problematic, not just because of it being a 100-year flood plain, but because the "flood way" is on that site and takes up the majority of the field. He explained that the flood way is where rapid water flows. He advised that he has spoken to MDE, and said they are all for this concept in the flood plain, but said it has to be configured it to stay out of the flood way. He added that he will need the configuration so that Engineering can piece it into the site.

Mr. Scolaro advised that for their Hagerstown project, Spawn Ranch had to have the site before the design conception, and said if they could get site samples and information to Spawn Ranch, the head designer may be able to say if it's a deal-breaker. The Mayor stated that might be the most critical information so far.

Mr. Silka suggested that instead of trying to hit all these topics tonight, let Council and staff get together with their team, then get with the committee and discuss what is needed to develop a work flow from there. Councilman George stated that they support the committee for their hard work, but said M&CC also has to consider the needs of the community at large. He discussed Jaycee Field being the only field in North End, and asked them not to limit themselves to that one location, because a half million investment is something the City wants to showcase. He suggested putting the skate park in an area where it can entertain large groups and feature the City.

Ms. Shilling stated that she would agree 100% if Jaycee Field was being utilized, but it's not, and said the big issue is not whether to have a skate park, but where. She stated that wherever the location is, it is not going to please everybody, but stated that the Jaycees have discussed the location at the board level, and wherever it is, they will be in on it.

Councilman Frazier stated that the field is not being used right now because of Covid, and said it was used for softball in the past and was maintained. He also mentioned that the limited parking there will hurt the success of the skate park.

Ms. Jenkins stated that the skate park committee is not looking for the park to be a major tourism point, but just want it to meet the needs of the community. She advised that their meetings are at Dig Deep every Monday at 4:30, and are open to anyone. She stated that not a single person in the skating community wants the skate park at Constitution Park, and said they told her they would protest it and would continue to use the Dig Deep parking lot. In answer to a question from Council, she stated that there are approximately 100 people at the professional level that would use the skate park. She discussed the location of some parks being hidden and are not wanted close to neighborhoods due to noise issues.

Ms. Jenkins discussed the Mason Recreational Complex, and said her group ruled that out due to heavy traffic and not being safe to bike or skate to, as well as being away from small businesses that skaters like to frequent. She said the safest way to get to the field for bikers and skaters is the Canal towpath, which isn't paved, and said that would have to be done quickly.

Ms. Jenkins discussed all the pros of why the committee chose Jaycee Field, and said she wants the park to be in a place that fits the skating community. She spoke about a new skate park in Rockville that is sitting empty due to rules, regulations, fees, etc., because they didn't listen to their community's needs.

It was decided that Mr. Scolaro will email Mr. Smith a general mock-up so his team can run some plans and numbers. Mayor Morriss reiterated getting the connection between staff, Spawn Ranch, and the skate park committee.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:23 p.m.
Respectfully submitted,
Marjorie A. Woodring City Clerk
Minutes approved

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502 2nd Floor Conference Room Tuesday, December 7, 2021; 4:30 p.m.

The Mayor and City Council convened in open session at 4:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) & (14) of the General Provisions Article of the Annotated Code of Maryland to discuss bid proposals received for the redevelopment of 19 Frederick Street, the selection of Fire Chief, and board and commission appointments.

MOTION: Motion to enter into Closed Session was made by Council Member George, seconded by Council Member Frazier, 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: Jeff Silka, City Administrator; Ken Tressler, Director of Administrative Services; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Matt Miller, Executive Director-CEDC; Stu Czapski, CEDC Economic Development Specialist; Representatives from Charis Winery; Chuck Park, Wendy Main, Morgan Boord, James R. Frazier, Miner Feinstein Architects; 412 Properties Representatives Seth Bernard and Kirk Klett

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, December 7, 2021 6:10 p.m.

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

ALSO PRESENT: Jeffrey Silka, City Administrator; Ken Tressler, Director of Administrative Services; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Greg Larry, Cumberland Times-News; Brian Gowan, WCBC Radio

I. Public Meeting Agenda Review-December 7, 2021

With just a few minutes available until the start of the Public Meeting, Mayor Morriss asked if there was anything in particular they needed to go over on the agenda. Councilman George inquired about **Order No. 26,904** regarding the CPD's M.O.U. with the US Dept. of Veterans Affairs in Martinsburg to formalize an existing mutual aid relationship, and about the City's governmental immunity for out-of-state operations, and if it applies. Mr. Silka advised that although the US Department of Veterans Affairs is out-of-state, they control the Cumberland VA center, with the CPD only patrolling that location, not going out-of-state.

Councilman George also mentioned that his wife serves as an unpaid volunteer as treasurer for the Family Crisis Resource Center (FCRC), and advised that he will be abstaining from the vote for **Orders 26,917 and 26,918**, which pertain to the FCRC. Mayor Morriss advised that they will separate those Orders out of the Consent Agenda vote.

The Mayor asked if there were any questions about **Order No. 26,923** regarding ARPA funding for certain community programs and infrastructure. Councilwoman Marchini inquired if the funding was going to be done incrementally. Mr. Silka replied that these projects were pulled out because they were quick and could get off the ground easily, and said the funding would be done incrementally. He said the HVAC was very important because the lead time on that is now months, and added that these projects were vetted internally. He also advised that they will return to some of the larger projects in the very near future.

Councilman George advised that those that serve on the Planning Commission are required to have a training session, and said that he will be taking an online course for his seat on the commission.

ADJOURNMENT
With no further business at hand, the meeting adjourned at 6:15 p.m.
Respectfully submitted,
Marjorie A. Woodring City Clerk
Minutes approved

II.



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 Special Public Meeting City Hall Council Chambers, 57 N. Liberty Street, Cumberland

DATE: March 29, 2022

CLOSED SESSION

1. <u>5:45 p.m.</u> - Convene in open session for the purpose of closing the meeting pursuant to Section 3-305(b)(3) of the General Provisions article of the Annotated Code of Maryland to discuss the Cumberland Economic Development Corporation's acquisition of a certain parcel of City-owned land

Mayor Morriss convened the public meeting.

Motion to close the meeting was made by Council Member Cioni, seconded by Council Member Frazier, and approved on a vote of 5-0.

2. Closed Session

OPEN SESSION

1. <u>**6:15 p.m.**</u> - Reconvene into Open Session

Pledge of Allegiance

Roll Call

Councilman Richard J. "Rock" Cioni

Councilman Eugene T. Frazier

Councilman Joseph P. George

Councilwoman Laurie P. Marchini

President Raymond M. Morriss

Statement of Closed Meeting

1. Summary statements of the closed meetings held March 22 and March 29, 2022

Mayor Morriss announced that Closed Sessions had been held on March 22, 2022, and March 29, 2022, 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.

Public Hearings

1. Public Hearing - to discuss the proposed plan and application to the Maryland Department of Business and Economic Development to redesignate the existing Arts and Entertainment District in Historic Downtown Cumberland, and to allow for public comment

Mayor Morriss convened the Public Hearing at 6:25 p.m.

Julie Westendorff, Executive Director of Arts and Entertainment District of Cumberland, advised that the last 10-year designation period for the local Arts and Entertainment District was coming to an end and had to be formally redesignated by the Mayor and City Council.

The Arts and Entertainment Districts program had been established in 2001 by the Maryland General Assembly as an economic development tool designed to attract artists and other creative enterprises to Maryland's towns and cities. The program offers tax incentives and tax abatements to encourage artists to locate and work within the Districts.

The local district is comprised of the original designated area of the Canal Place Heritage Area, plus the two (2) subsequent expansion areas of the corridors of North Mechanic and North Center Streets, and the Decatur Heights area.

Prior to 2019, the District was funded by a yearly \$2,500 Technical Assistance Grant from the State, with a \$2,500 match from the Downtown Development Commission. As of 2019, a yearly General Operating Grant of \$15,000 has been awarded by the State in addition to a \$2,500 Technical Assistance Grant. There is opportunity in 2022 for an additional \$10,000 in funding through a Network Organization Development Grant, which the local District will be applying for.

Ms. Westendorff discussed key accomplishments, which included improvements to Merchant's Alley, the creation of an Arts and Entertainment District marketing video, a Public Arts Planning Grant, Baltimore Street Revitalization Renderings, and Quilt Walk 2021.

Future strategic initiatives were discussed and included incentivizing creative enterprise development through technical assistance and support of investors, development of artful initiatives to enhance underserved commercial and residential areas in the District, development of an artist makerspace, development of programs to showcase creative entrepreneurs, development of opportunities for impromptu performances and creative work.

The Mayor and City Council members expressed their support of the Arts and Entertainment District and value that it brings. Council further expressed their appreciation for the A&E's collaboration with the Downtown Development Commission and the Cumberland Economic Development Corporation.

No comments from the public were offered.

Mayor Morriss closed the public hearing at 6:51 p.m.

New Business

(A) Resolutions

1. **Resolution No. R2022-03** - endorsing an application to the Maryland Department of Business and Economic Development (DBED) for the re-designation of the existing Arts and Entertainment District in Historic Downtown Cumberland

The Resolution was read in Title only and Mayor Morriss called for questions or comments, of which there were none.

<u>Motion</u> to approve the resolution was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

1. Order 26,983 - authorizing execution of a FY 2023 Arts & Entertainment District Operating Support Letter of Agreement to define the City's role as the local government with regard to the Cumberland Arts & Entertainment District, and to approve estimated in-kind support of \$500

Mr. Silka reviewed the Order and Mayor Morriss called for questions or comments.

<u>Motion</u> to approve the Order was made by Councilman Cioni, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

Public Comments

All public comments are limited to 5 minutes per person.

There were no public comments.

Adjournment

With no further business at hand	the meeting adjourned at 6:53 p.	.m.
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Minutes approved on:	 -	
Raymond M. Morriss, Mayor		
ATTEST: Marjorie A. Woodring, City Clerk _		

File Attachments for Item:

. Order 26,984 - approving a Special Taxing District residential exemption of \$334.93 for 27 N. Centre Street

- Order -

of the

Mayor and City Council of Cumberland

ORDER NO. 26,984

DATE: April 5, 2022

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

THAT, the following Residential Exemption from the Special Taxing District Levy **2021–2022**

for the 2022-2023 tax year be and is hereby granted:

Property Owner	Tax Year / Account No.	Tax Year	Exemption Amt.	
Saville, Sandra	27 N. Centre St. / 14-002618	-2022-23	\$ 334.93	

2021-2022

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to the provisions of Section 236 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2022 - 2022

l, Scroon Concepted equest an exemption from the Special Taxing District Levy for
property owned by me at: 27 N. Cando St.
My request is based upon the fact that:
Residential - this property, or portion thereof, is occupied and used by the owner for his or her residence;
<u>Industrial</u> - this property, or portion thereof, is used solely for light manufacturing
purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.
If only part of the property is used for an exempt purpose, designate the percentage so used:
Residential 50 %
Residential%
Industrial%
As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar
year preceding the date of the submission of the application for the exemption.
Signadi.
Signed: Davide
Date:
For City use
Tax Account No: 14 002/618 4P
A4A

	Assessed Amount	Tax Amount
Driginal	146 900	669.86
Exempt	13450	334 93
Billable	73450	334 93

File Attachments for Item:

. Order 26,985 - approving the hiring of James T. Wilson as a construction inspector for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) to provide onsite technical advice on a day-to-day basis for the amount of \$32,000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. Order 26,985

DATE: April 5, 2022

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

THAT, the hiring of James T. Wilson, Construction Inspector for City Project

"Decatur Street 24" Crosstown Water Main Replacement" (31-17-W), to provide onsite

technical advice on a day-to-day basis, with a pay rate of Twenty-five Dollars and No

Cents (\$25.00) per hour, for a total of 1,280 hours on the job, totaling Thirty-two Thousand

Dollars and No Cents (\$32,000.00), be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 002.299EE.63000

MDE Grant Funds, DWSRF Loans

Council Agenda Summary

Meeting Date: 4/5/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Construction Inspector for Decatur Street 24" Crosstown Water Main Replacement, City Project 31-17-W

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

The City of Cumberland has hired a Construction Inspector, Jim Wilson, to provide onsite technical advice on a day to day basis. Jim Wilson will be paid a rate of \$25.00 for a total of 1,280 hours on the job which will be a total of \$32,000.00.

Amount of Award: \$32,000.00

Budget number: 002.299EE.63000

Grant, bond, etc. reference: MDE Grant Funds, DWSRF Loans



Larry Hogan, Governor Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary Horacio Tablada, Deputy Secretary

August 2, 2021

Mr. Robert Smith, P.E. City Engineer 57 N. Liberty Street Cumberland, MD 21502

Re: WSG 31.01; DWBL/PF 0953-01L

Decatur Street 24" Crosstown Water Main Replacement

Allegany County

Construction Approval

Dear Mr. Smith:

The Maryland Department of the Environment hereby advises that the bidding procedures for the above referenced project is approved. The contract may be awarded to the low, responsive, responsible bidder, Carl Belt, Inc., in the amount of \$3,112,885.95 as indicated in the proposal you submitted.

A copy of the revised budget is attached.

We have completed our review of the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) information submitted on the above referenced contract. We acknowledge the application of the Six Good Faith Efforts on this state and federal financially assisted project. The following represents the proposed MBE/WBE participation planned to date:

Prime Contractor: Carl Belt, Inc. Amount: \$3,112,885.95

Sub-ContractorType of WorkAmountParticipation LevelMBE/WBEThomas Construction, LLC.Concrete and Trucking\$65,000.002.09%WBE

Changes or additions to the contract's proposed M/WBE and non-M/WBE subcontractor list must be reported to Bambi Turner, M/WBE Coordinator, WQFA at Bambi.Turner1@Maryland.Gov.

The following actions must be completed by the recipient to ensure proper grant and loan management and efficient disbursement of State funds:

(1) In order to alert our personnel of the pending construction, we request that you contact Arjun Singh, Project Engineer at 410-537-3727 prior to scheduling a pre-construction meeting or to issuing the Notice to Proceed for this work.

Mr. Robert Smith, P.E. City Engineer Decatur Street 24" Crosstown Water Main Replacement Allegany County

Page 2

(2) When the contract has been awarded, one executed copy of the construction agreement, the Performance and Payment bonds, and the Notice-to-Proceed should be promptly submitted to this office.

Failure to submit the afore-mentioned documentation may result in disbursement delays, impacting your reimbursement process.

THIS APPROVAL IS FOR PROCUREMENT PURPOSES ONLY. IT IS NOT A COMMITMENT OF FUNDING UNTIL BOARD OF PUBLIC WORKS APPROVAL IS OBTAINED.

If you have any questions regarding this approval, please contact Arjun Singh, Project Engineer at 410-537-3727 or Olubukola Adeyemi, Project Administrator at 410-537-3243.

Sincerely,

Tonya Randall, Chief

Capital Program Contract Division

Water Quality Financing Administration

cc: Arjun Singh, MDE (w/budget)
Elaine Dietz, MDE (w/budget)
Walid Saffouri, MDE (w/ budget)
Paul Kahl, P.E., City of Cumberland

Rajiv Chawla, MDE (w/budget) Michael Robert, MDE (w/budget) Jeffrey Fretwell, MDE (w/budget)

Budget Decatur Street 24" Crosstown Water Main Replacement WSG31.01; DWBL/PF-0953-01L

6/16/2021

				25%PF		
			WSG Grant	SRF	ARC/	
Item	Budget	Eligible	Participation	Participation	Local	Footnote
Construction						
31-17-W - Carl Belt, Inc	3,112,885.95	3,112,886.00	778,222.00	2,034,664.00	300,000.00	
AE						
Basic	18,576.00			•	18,576.00	2
Inspection	•	•	•	•	0.00	
Force Account	32,000.00	32,000.00		32,000.00	0.00	
Subtotal	\$50,576.00	\$32,000.00	\$0.00	32,000.00	\$18,576.00	
Land/ Other	00:00	0.00	\$0.00	\$0.00	00:00	
					0	
Administrative	00:00	•	•	•	•	
Contingency	0.00	00.00	•	•	00.00	
Grand Total	\$3,163,461.95	\$3,144,886.00	\$778,222.00	\$2,066,664.00	\$318,576.00	

(1) MDE will fund all eligible construction costs with WSG of up to 25% or \$778,222.00, and the rest will be funded by SRF, and ARC. (2) Ineligble for MDE funding.

File Attachments for Item:

. Order 26,986 - authorizing the execution of a Memorandum of Understanding (MOU) with MDOT - SHA to award Transportation Alternatives Program (TAP) grant assistance in the amount of \$6,291,232.63, or 80% of eligible project costs, with a \$1,572,808.16 City match, to be used for the Baltimore Street Access Project

- ORDER -

Mayor and City Council of Cumberland

ORDER NO. <u>26,986</u>

DATE: April 5, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of

Understanding (MOU) by and between the Mayor and City Council of Cumberland and the

Maryland Department of Transportation State Highway Administration (MDOT SHA),

awarding Transportation Alternatives Program (TAP) grant assistance in the amount of Six

Million, Two Hundred Ninety-one Thousand, Two Hundred Thirty-two Dollars and Sixty-

three Cents (\$6,291,232.63), or 80% of eligible actual project costs with a City match of One

Million, Five Hundred Seventy-two Thousand, Eight Hundred and eight Dollars and Sixteen

Cents (\$1,572,808.16), to be used for the Baltimore Street Access Project (12-16-M).

Raymond M. Morriss, Mayor

Grant: \$6,291,232.63; City Match: \$1,572,808.16

Council Agenda Summary

Meeting Date: 4/5/22

Key Staff Contact: Robert Smith, Derrik Grimm

Item Title: Memorandum of Understanding (TAP) for Baltimore Street Access, City Project 12-16-M

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

The Memorandum of Understanding is between the Maryland Department of Transportation, acting on the behalf of the State of Maryland by and through the State Highway Administration (MDOT SHA), and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$6,291,232.63 or 80% of eligible actual project costs with a \$1,572,808.16 City match to be used on the Baltimore Street Access Project.

Amount of Award: \$6,291,232.63 Grant, \$1,572,808.16 City Match

Budget number: N/A

Grant, bond, etc. reference: Grant

MEMORANDUM OF UNDERSTANDING for Baltimore Street Access

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in two originals made and entered into this day of 2022, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called "MDOT SHA," and the Mayor and City Council of Cumberland acting through its Department of Engineering, hereinafter called the "PROJECT SPONSOR."			
WHEREAS,	certain funds have been set aside in the Federal funding authorization bill Fixing America's Surface Transportation Act (FAST Act) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the "TRANSPORTATION ALTERNATIVES PROGRAM" (TA PROGRAM); and		
WHEREAS,	in accordance with FAST Act, the Maryland Department of Transportation may reimburse the PROJECT SPONSOR up to an amount not to exceed eighty (80) percent of the eligible expenses of a project that is part of the TA Program, as those terms are hereinafter defined; and		
WHEREAS,	the PROJECT SPONSOR will redesign the existing pedestrian setting on Baltimore Street to allow for the return of vehicular traffic. The project will occur along Baltimore Street from Canal Street to Queen City Drive and include portions of Liberty and Centre Streets; and		
WHEREAS,	reimbursement of expenses for a PROJECT under the TA Program is subject to State and Federal requirements; and		
WHEREAS,	the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and		
WHEREAS,	the PROJECT SPONSOR and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party with regards to the PROJECT; and		
WHEREAS,	MDOT SHA is responsible for the oversight and assistance to the PROJECT SPONSOR projects financed with federal funds in accordance with Title 23 U.S.C; 23CFR 635.105; containing regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR 200. Regulations based on Civil Rights requirements in 49 CFR Part 21, the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations sets forth procedures where by services and facilities of PROJECT SPONSOR may utilized on federally aided projects and requires that an agreement be executed between MDOT		

SHA and the PROJECT SPONSOR setting forth the conditions under which any project would be implemented; MDOT SHA determines a subrecipient of Federal funds is able to satisfy the following under (23 U.S.C. 106(g) (4),

WHEREAS,

the PROJECT SPONSOR has adequate project delivery systems and sufficient accounting controls to properly manage projects; and

WHEREAS.

the PROJECT SPONSOR is staffed and equipped to perform work satisfactorily and cost effectively, and adequate staffing and supervision exists to manage the Federal project; and

WHEREAS,

All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document. The term "Acts" in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in Appendix A refers to 49 CFR Part 21 and 28 CFR Section 50.3. The term "Recipient" in Appendix A refers to MDOT SHA.

WHEREAS,

the PROJECT SPONSOR desires to cooperate with MDOT SHA in carrying out the PROJECT in accordance with the regulations, policies and procedures of the Federal Highway Administration (FHWA), with the provisions of MDOT SHA's, USDOT Order dated August 14, 2014 and Stewardship Agreement between MDOT SHA/FHWA dated May 21, 2015, where applicable.

WHEREAS,

construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of the City of Cumberland and the State of Maryland.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. **DEFINITIONS**

- A. "ACTUAL PROJECT COST" is the total actual cost to develop, design and construct the "PROJECT". The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST and will be determined after the PROJECT has been completed.
- B. "APPLICATION" is the written document submitted by the PROJECT SPONSOR describing the PROJECT.

- C. "AWARD" is the amount of TA Program funds allocated for this PROJECT, which is MDOT SHA's contribution toward the ACTUAL PROJECT COSTS.
- D. "ESTIMATED PROJECT COST" is the total estimated cost to design, develop and construct the entire PROJECT. The ESTIMATED PROJECT COST includes but is not limited to, design, construction, utility relocation and required right-of-way acquisitions.
- E. "MATCH" is the monetary and non-monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT CO-SPONSOR and can include partners and funding sources other than the TA Program. The cash MATCH shall be at least twenty percent (20%) of the ACTUAL PROJECT COST.

II. DESCRIPTION OF PROJECT

The Transportation Alternatives Program is a reimbursable, federally funded program for transportation-related community projects designed to strengthen the intermodal transportation system. TA Program supports communities in their development of projects that improve residents' quality of life and enhance their travel experience, regardless of travel mode. The program fosters more choices for travel by providing funding for projects that enhance the cultural, aesthetic, historic and environmental aspects of the intermodal transportation system. The program can also assist with funding for projects that do the following:

- Create pedestrian and bicycle facilities;
- Rehabilitate historic transportation buildings;
- Manage vegetation;
- Construct turnouts and overlooks;
- Convert abandoned railway corridors into shared-use trails;
- Mitigate highway runoff; and
- Provide other non-traditional, transportation-related alternatives to the state transportation system
- A. The PROJECT includes roadway redevelopment, constructing Americans with Disabilities Act (ADA) compliant sidewalks, installing bike lanes, signage and traffic controls. The PROJECT eligible items propose pedestrian and bicycle improvements of approximately 2,100 linear feet along Baltimore Street from Canal Street to Queen City Drive and would include portions of Liberty and Centre Streets. See complete line items in Exhibit C.
- B. The PROJECT will be constructed on property owned in fee simple or on perpetual easements held by the PROJECT SPONSOR, or if on MDOT SHA right-of-way, via an MDOT SHA District Office permit issued to the PROJECT SPONSOR. The PROJECT will be owned and maintained by the PROJECT SPONSOR.
 - i. Once the PROJECT is completed, if on MDOT SHA right-of-way, maintenance will be conducted by PROJECT SPONSOR by notifying the District Office at least 48 hours prior to needing access.

III. PROJECT FUNDING

- A. The PROJECT term will be a total of 60 months or 5 years. All PROJECT activities shall begin on the execution date of this MOU and continue for 60 months.
- B. The AWARD shall not exceed the lesser amount of \$6,291,232.63 or eighty percent (80%) of eligible ACTUAL PROJECT COSTS, whichever is the lesser amount.
- C. The ESTIMATED PROJECT COST for the TA eligible PROJECT items is \$7,864,040.79 and the estimated project cost for all items (including TA and non-TA eligible items) is \$11,231,587.95. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. Only construction expenses directly related to eligible TA Program activities are eligible for TA Program funding.
- E. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- F. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty percent (80%) of the ACTUAL PROJECT COST.
- G. The PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *five years later*.
- H. All project activities must be completed on or before the end of the PROJECT term.
- I. If MDOT SHA denies the PROJECT SPONSOR's request to extend the advertisement date for all or any part of the PROJECT, MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
- J. If the PROJECT cannot be completed as described in MOU then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to MDOT SHA all AWARD monies previously paid to the PROJECT SPONSOR, immediately upon request by MDOT SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to project non-completion, as stated herein, then MDOT SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies previously paid to the PROJECT SPONSOR.

IV. PROJECT MATCH

- A. The MATCH for the TA eligible items is estimated to be \$1,572,808.16. All match activities must be directly related to the proposed TA project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty percent (20%) of the final AWARD, as contributed towards TA funded construction activities.
- C. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH.
- D. The amount of MATCH required for any other funds, grants, or activities paid by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
- E. The MATCH may include such items as construction management, soil disturbances (clearing, grubbing, excavation), foundations, inspection and materials testing, maintenance of traffic and traffic management, utilities relocation, erosion and sediment control, fencing and guardrails, paving, electrical, painting, landscaping, interior hardware and labor.
- F. Items such as right-of-way acquisition and related activities, grant management or work required by the National Environmental Policy Act ("NEPA") are not eligible for reimbursement or for the cash portion of the MATCH.
- G. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

V. PROJECT PAYMENT

- A. MDOT SHA shall use the AWARD to reimburse the PROJECT SPONSOR for MDOT SHA's share of the ACTUAL PROJECT COST, to include but not be limited to site preparation, construction management, soil disturbances such as clearing, grubbing and excavation, foundations, installed construction building materials, inspection and materials testing, maintenance of traffic and traffic management, utilities relocation, erosion and sediment control, fencing, guardrails, paving, electrical, painting, landscaping, interior hardware, labor and contingency fees on construction related items.
- B. Request for reimbursement shall be limited to those expenditures made consistent with the provisions of the MOU and the cost principles set forth with the TA program.

- C. Reimbursement extends only to those costs incurred during the period of the PROJECT and for which periodic reimbursement reports are submitted no later than one month after the end of the reporting period and in the case of the final reimbursement report, one month after the PROJECT period end date.
- D. The PROJECT SPONSOR shall submit to the TA Program Manager copies of paid invoices to show ACTUAL PROJECT COSTS incurred in designing and constructing the PROJECT. Invoices shall contain sufficient documentation and proof of payment, in the MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon receipt, the TA Program Manager will forward invoice to the District Engineer for approval.
- E. ACTUAL PROJECT COSTS deemed not eligible for reimbursement by law and/or by MDOT SHA shall be deducted from each invoice by the amount of the non-eligible portion of the expenses. All such non-eligible ACTUAL PROJECT COSTS shall be borne solely by the PROJECT SPONSOR.
- F. If any other funds, grants, or activities paid for by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTS, separate invoices must be submitted to MDOT SHA.
- G. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTS and make the documents available upon request by MDOT SHA.
- H. Reimbursement claims received after the MOU end date will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the PROJECT SPONSOR.
- I. Prior to the final payment of the AWARD by MDOT SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
- J. MDOT SHA shall remit payment to the PROJECT SPONSOR within thirty (30) days following receipt of each invoice, provided:
 - i. the invoice contains all necessary information for processing, in MDOT SHA's discretion,
 - ii. no charges are disputed by MDOT SHA,
 - iii. the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and
 - iv. the payment of the invoice does not cause the maximum AWARD to be exceeded.

- K. The PROJECT SPONSOR shall invoice MDOT SHA on a monthly OR quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT activities. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of MDOT SHA, to evidence actual cost incurred. A sample template is provided as Exhibit B and is submit to change. In addition, the following conditions apply:
 - i. A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.
 - ii. The PROJECT SPONSOR must withhold a five (5) percent retainage from the contractor, calculated on the PROJECT estimated cost, until the project is satisfactorily complete.
 - iii. When construction is complete, PROJECT SPONSOR must contact TA Manager to schedule a final inspection prior to
 - iv. final invoice and retainage being paid.
 - v. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to MDOT SHA that all activities associated with the TA funding AWARD have been completed in accordance with State and Federal law and this MOU.
- L. In the event MDOT SHA provides construction-related services for the PROJECT (e.g., construction inspection, materials testing, etc.), pursuant to a written request to do so by the PROJECT SPONSOR, then the AWARD shall be reduced by an amount incurred by MDOT SHA equal to the monetary value of the construction related services.
- M. The PROJECT SPONSOR will forward the completed closeout package to MDOT SHA's District Office and TA Manager. The completed package will include a certification of the PROJECT materials used and the PROJECT workmanship, which must be signed and stamped by the contractor and the PROJECT Sponsor. The completed package shall also include a request for the final reimbursement of the AWARD.
- N. MDOT SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COSTS after the PROJECT closeout package has been accepted and processed
- O. Funding of the PROJECT is not a guarantee of future TAP funding for any future phases of the PROJECT.

VI. CHANGE ORDERS

A. In the event the PROJECT SPONSOR wishes to request a change order for the PROJECT, the PROJECT SPONSOR shall forward the request for the change order to MDOT SHA in writing.

- i. Change orders should be sent to the District Office Assistant District Engineer (ADE) of Construction for approval.
- B. The PROJECT SPONSOR and the contractor must agree with the changes before submitting the change order to MDOT SHA.
- C. The PROJECT SPONSOR must approve any change order recommended by MDOT SHA.
- D. Change orders may be approved for amounts that exceed the amount of the contract awarded to the contractor, but such approvals will not increase the amount of the AWARD.
- E. In the event the PROJECT SPONSOR wishes to request a change order for the PROJECT, the PROJECT SPONSOR shall forward the request for the Change Order to MDOT SHA in writing.
- F. If the PROJECT SPONSOR proceeds with significant changes that result in additional ACTUAL PROJECT COSTS, without MDOT SHA's prior approval, the PROJECT SPONSOR will not be reimbursed for the increase.
- G. Change orders for significant scope changes or for more than a ten (10) percent cost increase will require MDOT SHA's TA Program Executive Committee approval.
- H. MDOT SHA shall notify the PROJECT SPONSOR of approval or rejection of the change order in writing.
- I. With the exception of emergency change orders, any change order not given prior review and approval in writing by MDOT SHA shall not be reimbursed.
- J. Emergency change orders may be approved by telephone. The appropriate paperwork must then be filed within 14 days.
- K. If the emergency occurs during non-business hours and a representative from MDOT SHA is not available to approve the emergency change order, the PROJECT SPONSOR may approve at their sole risk.
- L. MDOT SHA has the right to deny reimbursement for any change order that has not been given approval by MDOT SHA.
- M. All change orders must comply with and not violate the NEPA documentation or extend beyond the approved project limits.

VII. PROJECT REPORTING

- A. The PROJECT SPONSOR will provide monthly electronic progress reports to MDOT SHA in the format that will be supplied by MDOT SHA. The report is due to MDOT SHA by email the fifth business day of each month. For right-of-way only projects, monthly progress reports are required until settlement has occurred.
- B. The requirements of MDOT SHA as required in the 2CFR Part 200.501 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, issued December 26, 2014 and the Federal Single Act must be followed by those PROJECT SPONSORS receiving \$750,000 or more in federal funds. The Single Audit Act of 1984, PL 98 502 amended by PL 104 156, described in "Office of Management and Budget Circular A-133" requires PROJECT SPONSOR to obtain an audit that includes internal controls and compliance with Federal laws and regulations of all federally fund programs in which the PROJECT SPONSOR participates.

VIII. DESIGN OF PROJECT

- A. Prior to advertising the PROJECT, prepare and submit to MDOT SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.
 - Environmental Permits Prior to the commencement of PROJECT work, apply for and obtain all permits required by State and/or Federal authorities, including but not limited to Erosion and Sediment Control, Storm Water Management, Critical Areas and Wetlands.
 - ii. Other permits Prior to the commencement of PROJECT work, apply for and obtain all permits required by federal, state or local authorities including Utility Permits, Traffic Control Plans and any required permit issued by the MDOT SHA's District Office, if any part of the PROJECT is located within or along MDOT SHA right of-way.
- B. PROJECT SPONSOR must construct the PROJECT in compliance with MDOT SHA Standards and Specifications for Construction and Materials. As the General Provisions, Terms and Conditions and Technical Requirements, as applicable and as described within the 2021, or latest edition of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials and all revisions thereto. The manual is viewable via the internet
 - at https://roads.maryland.gov/mdotsha/pages/sscm.aspx?PageId=853&lid=SSP.

- C. The PROJECT SPONSOR hereby represents and warrants it's compliance with the General Provisions, Terms and Conditions and Technical Requirements, as applicable, and as described within the 2021, or latest edition of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, and all revisions thereto. The manual is viewable via the internet at https://roads.maryland.gov/mdotsha/pages/sscm.aspx?PageId=853&lid=SSP.
- D. Coordinate and conduct any required public hearings or requests for public input.
- E. If seeking AWARD funding for design, the project sponsor must adhere to all State and Federal regulations pertaining to hiring a design consultant or project manager. Obtain approval from MDOT SHA prior to hiring a design consultant or project manager.
- F. Prior to issuance of any Request for Proposal (RFP), submit any proposed RFP to MDOT SHA for review and approval.
- G. PROJECT SPONSOR must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments *or* 49 CFR Part 19 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, as applicable.
- H. Design and construct the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- I. Provide for adequate drainage and stormwater management as required by State and local requirements.
- J. Upon request by MDOT SHA, submit for MDOT SHA review and written comment, design plans, specifications and estimates at major design milestones, i.e.,
 - i. preliminary design thirty percent (30%),
 - ii. semifinal design sixty percent (60%),
 - iii. final review ninety-five percent (95%), and
 - iv. Plans, Specifications, and Estimates (PS&E) one hundred percent (100%).
- K. In the event the PROJECT impacts utilities within MDOT SHA right-of-way, the PROJECT SPONSOR shall determine the date the right-of-way was acquired by the utility company (or the date said utility was installed), and the date MDOT SHA acquired the right-of-way.
 - i. If the utility company's right-of-way ownership or installation preceded MDOT SHA's ownership, the PROJECT SPONSOR shall be solely responsible for the design and relocation of the utilities.

- ii. If MDOT SHA's ownership preceded the utility company's right-ofway ownership or installation, MDOT SHA may consider exercising its prior rights and may request the utility company move the utility at the sole expense of the utility company.
- L. Submit the PROJECT design plans, specifications and estimates for MDOT SHA review and written comment. In addition:
 - i. The PROJECT shall comply with the design requirements of the Americans with Disabilities Act (ADA); the PROJECT design shall not include features that would make it more difficult for people with disabilities.
 - ii. If the PROJECT is unable to comply with the ADA design requirements, a design waiver shall be requested. The PROJECT can proceed to advertisement or construction if the project meets the mandatory conditions set forth in these guidelines or has been granted a design waiver.
 - iii. Design waivers should be sent to TA Program Manager and the MDOT SHA Director of Highway Development.

IX. ADVERTISING

- A. Coordinate and supervise the advertisement, bid process, and award of the PROJECT contract including, but not limited to, the following:
 - i. Prepare advertisement package in accordance with the State and Federal procurement laws and regulations and submit to MDOT SHA for review and written approval *prior* to advertisement.
 - ii. Advertise for bids in accordance with State and Federal procurement laws and regulations after MDOT SHA has provided written approval of the bid package.
 - iii. Notification must be sent to TA Program Manager, Federal Aid Program group and local District office of the bid date to have a MDOT SHA representative attend.
 - iv. Open bids in accordance with State and Federal procurement laws and regulations.
 - v. Evaluate the bids to determine which bidder will receive the award. The award shall be made to the *lowest responsive and responsible bidder*.
 - vi. Submit to MDOT SHA documentation of all bidders, bid costs and a recommendation of award. Award of the contract cannot be given to a prospective bidder until MDOT SHA has concurred with the recommendation and issues a Written Notice to Proceed (NTP).
 - vii. Prepare the Concurrence in Award (CIA) package, in accordance with State and Federal procurement laws and regulations and submit to MDOT SHA for review and written approval *prior* to giving the apparent lowest responsible responsive bidder the approval to proceed.

- viii. After written receipt of the concurrence in award from MDOT SHA, award the contract and issue Notice to Proceed (NTP) to the lowest responsible responsive bidder.
- B. The PROJECT SPONSOR will provide MDOT SHA with a project and organizational chart including a person in "responsible charge" (RC) of the administration and construction inspection for the project. This person must be a full-time employee of the PROJECT SPONSOR's agency who is accountable for the project per FHWA Memorandum dated August 4, 2011, that is include in the Appendix G of the Development Guide for LPAs and Other Sub-Recipients of Federal funds.
 - i. The PROJEC SPONSOR may hire a consultant to oversee the project, however, the RC must be available to response to any issues on the project and be informed on the day-to-day activities.
 - ii. The PROJECT SPONSOR will be the primary contact for the MDOT SHA regarding contract administration issues. The RC is ultimately responsible to ensure the requirements described in this manual are followed and documented as a stipulated condition for receiving the Federal Aid associated with the project.

X. CONSTRUCTION

- A. Hold a pre-construction meeting with the contractor to which MDOT SHA representatives (Assistant District Engineer of Construction and Area Materials Engineer from respective District) shall be invited.
- B. Hold bi-weekly or monthly meetings, to which MDOT SHA representatives shall be invited, with the contractor to discuss construction progress. Minutes of the meetings shall be sent to MDOT SHA's District Office biweekly or monthly.
- C. Coordinate and supervise engineering and construction activities by administering the construction contract for the PROJECT and providing such activities as construction engineering, construction inspection, and materials testing and certification, in accordance with Federal and State requirements.
 - i. Materials field-testing must be performed by an inspector that has been certified by MDOT SHA.
 - ii. Materials testing must be performed by a laboratory that has been certified by MDOT SHA.
- D. The PROJECT SPONSOR or consultant employed by PROJECTS SPONSOR to complete construction inspection duties must maintain good records for the following, but not limited to:
 - i. Measured field quantities for payment
 - ii. Work activities on the Inspectors Daily Reports (IDRs)
 - iii. Certifications of material quality
 - iv. Field diaries as a general project record
 - v. Environmental permits and commitments

- vi. Other documentation to show observance with Federal and State requirements.
- E. The PROJECT SPONSOR must supply adequate construction inspection staff during all construction activities. The RC and/or designated on-site consultant assigned to inspect the project are required to have and maintain proper experience, training, certifications and knowledge throughout the duration of the project to ensure all requirements are met.
- F. Construct the PROJECT using AWARD FUNDING, in accordance with applicable design standards. Use the project documents, from the time of approval, for advertisement should meet current MDOT SHA book of standards and the currently adopted standard specifications for construction and materials.
 - i. Construct the PROJECT to be accessible to individuals with physical disabilities in accordance with the Americans with Disabilities Act Federal and State requirements; the PROJECT design shall not include features that would make it more difficult for people with disabilities.
 - ii. Construction Permits Prior to advertisement of PROJECT work, coordinate with MDOT SHA to resolve any conflict(s) with utility companies within the PROJECT limits; purchase or obtain perpetual easements to all properties within the PROJECT limits; and coordinate with any state or local agencies for the required traffic control plan approvals. Any fee or easement obtained for this project must be obtained in accordance with easement obtained for this project must be obtained in accordance with Federal and State acquisition requirements.
 - iii. Liability Insurance Provide MDOT SHA with evidence of adequate liability insurance to cover third party claims arising from the PROJECT as set forth in the Maryland Department of Transportation/ SHA Standard Specifications for Construction and Materials and addendums in force on the date of this MOU.
- G. Prior to performing any work upon or entering upon any property required for the PROJECT, provide MDOT SHA with documentary evidence of fee ownership, easement interests, or rights of entry for said property, in the PROJECT SPONSOR's name. Any fee, easement, or rights of entry obtained for this project must be obtained in accordance with federal and state acquisition requirements.
- H. Prior to commencement of any construction activities, provide the MDOT SHA with evidence of adequate liability insurance to cover third party claims arising from the PROJECT, as required by the most current Maryland Department of Transportation/SHA Standard Specifications for Construction and Materials and addendums, located at http://www.roads.maryland.gov/ohd/part1.pdf, page 45, section GP-7.14.

- I. Prior to commencement of any construction activities, require that the PROJECT SPONSOR'S contractor (s) provide evidence of adequate purchased liability insurance to cover third party claims arising from the PROJECT, as required by the most current MDOT SHA Standard Specifications for Construction and Materials and addendums, located at http://www.roads.maryland.gov/ohd/part1.pdf, page 45, section GP-7.14 and TC-5.01, located at http://www.marylandroads.com/ohd/part2.pdf, page 100.
- J. The PROJECT SPONSOR shall require its contractor(s) to provide a surety performance bond in the amount of the most responsive and responsible bid to ensure that the PROJECT will be constructed if the contractor defaults. PROJECT SPONSOR shall also require a surety payment bond in the amount of the estimated construction cost to ensure that the contractor pays its subcontractors and suppliers, as required by the most current MDOT SHA <u>Standard Specifications for Construction and Materials</u> and addendums, located at http://www.roads.maryland.gov/ohd/part1.pdf, page 20, section GP-3.03.
- K. The PROJECT SPONSOR must have all materials sampled, tested and inspected to comply with the details published in the specifications at the time of advertisement award.
- L. The American Association of State Highway and Transportation Officials (ASSHTO) certified testing laboratory of the PROJECT SPONSOR shall be incorporate in the work only after the materials have been approved and accepted by MDOT SHA.
 - i. The PROJECT SPONSOR must contact the MDOT SHA's Office of Materials and Technology (OMT) prior to executing the project to determine material testing requirements and associated expenses.
 - ii. MODT SHA will provide general requirements and associated cost estimate to the LPA for concurrence.
 - iii. MDOT SHA shall accept all materials meeting MDOT SHA's Standard Specification for Construction Materials. The PROJECT SPONSOR must follow all current policies, procedures and directives of the MDOT SHA for material testing, clearance and acceptance and in accordance with State Quality Assurance (QA) Process Manual (https://roads.maryland.gov/mdotsha/pages/index.aspx?PageId= 284).
- M. MDOT SHA District Construction Office, Office of Construction (OOC), OOC Safety Inspectors, OEI Compliance Office, Office of Environmental Design and/or Highway Hydraulics Division will provide technical support and guidance for compliance documentation.
- N. Withhold a five (5) percent retainage from the contractor per invoice submitted until the project is satisfactorily complete.

- O. The PROJECT SPONSOR will develop a punch list after the semi-final inspection and track completion of remaining items till closeout. The PROJECT SPONSOR will schedule a project final inspection meeting/walk through and invite all key project representatives (MDOT SHA District staff and TA Program Manager).
- P. The PROJECT SPONSOR will send a letter to notify the contractor of the Final Acceptance and MDOT SHA and FHWA should be carbon copied. A project closeout audit is required by the District Contract Finals personnel prior to processing of final reimbursement and contract closeout.

XI. PROJECT SPONSOR SHALL

- A. In the event that MDOT SHA undertakes future highway-related improvements within MDOT SHA's right-of-way that impact the PROJECT, the PROJECT SPONSOR shall be responsible for the redesign and relocation of the PROJECT, at the PROJECT SPONSOR's sole expense.
- B. Perform, at the PROJECT SPONSOR's sole responsibility and cost, all maintenance of the PROJECT, both during and after completion of the PROJECT. This includes, but is not limited to, structural repair, storm water management, aesthetic treatments, safety amenities, graffiti removal, painting, cleaning, trash removal, security, and enforcement of regulations and laws affecting the PROJECT.
- C. If a public event is scheduled for the PROJECT, notify MDOT SHA's Office of Communications at least thirty (30) days prior to the event. Public events must be coordinated with the MDOT SHA's Office of Communications prior to proceeding with the event. Failure to do so will jeopardize future TAP funding for the PROJECT SPONSOR.
- D. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, the MDOT SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

XII. MDOT SHA SHALL

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.
- B. Following receipt of all PROJECT documents requiring MDOT SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements, http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm.

- C. Provide oversight inspection and review during the construction of the PROJECT to assure all obligations are being met.
- D. Review Concurrence in Award (CIA) package and notify PROJECT SPONSOR in writing that they may award the contract to the lowest, responsive, responsible bidder.
- E. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to MDOT SHA for ACTUAL PROJECT COSTS, as determined solely by MDOT SHA.
- F. Process the request from the PROJECT SPONSOR for final payment after receiving the completed closeout package from the PROJECT SPONSOR.
- G. Withhold five (5) percent of the amount of the AWARD, which will be included in the final invoice, until the closeout package is received from the PROJECT SPONSOR and approved by MDOT SHA.
- H. Upon receipt and approval of the closeout package, reimburse within 30 days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

XIII. GENERAL

- A. This PROJECT is subject to the TA Program Milestone Policy, which is included herein by reference and located online at http://roads.maryland.gov/OPPEN/Milestones Policy.pdf
- B. In the event that the PROJECT does not meet the provisions of the Milestone Policy and funding is withdrawn,
 - i. all obligations of the MDOT SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease;
 - ii. MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT:
 - iii. the PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *five years later*;
 - iv. All project activities must be completed on or before the end of the PROJECT term;
 - v. if MDOT SHA denies the PROJECT SPONSOR's request to extend the advertisement date for all or any part of the PROJECT, MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
- C. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.

- D. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to MDOT SHA for distribution to other TA PROGRAM projects in MDOT SHA's sole discretion.
- E. This MOU shall ensure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of MDOT SHA, which may be reasonably withheld.
- F. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- G. Salt, chemical, or other treatment of MDOT SHA roadways will not be prevented or compromised by this Agreement. No warrant is given on water quality or specific contents being conveyed or discharged from MDOT SHA culverts.
- H. Pursuant to the requirement of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
- I. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL88-352), to the end that no person shall, on the ground of political or religious opinion of affiliation, race, creed, sex, national origin or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- J. Only steel, iron and manufactured items produced in the United States shall be used in carrying out this PROJECT, in accordance with the provisions of the Buy America act (23 USC 101 Note).
- K. The signatories for the PROJECT SPONSOR and Fund Recipient certify that the PROJECT SPONSOR and Fund Recipient will provide a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988 (49 CFR Part 29 Subpart F).
- L. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 Debarment and Suspension.
- M. With regard to Federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR and Fund Recipient certify to the best of

- their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- N. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- O. In accordance with Section 4 of Executive Order 13513 Federal Leadership On Reducing Text Messaging While Driving, the signatories for the PROJECT SPONSOR and Fund Recipient will seek to adopt and enforce policies that ban text messaging while driving government-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors or consultants hired by the PROJECT SPONSOR to perform work on the project.
- P. Pursuant to the requirements of 49 CFR Part 18, Section 18.42 Retention and Access Requirements for Records, the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by SHA and PROJECT SPONSORS for a minimum of seven (7) years after the final payment has been received. If there is an action resulting from an audit or other action started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the seven-year period, whichever is later.
- Q. All notices and/or invoices, if to the PROJECT SPONSOR, shall be addressed to:

Robert Smith, P.E. Director Cumberland Department of Engineering 57 North Liberty Street Cumberland MD 21502 Phone: 301-759-6601

Email: robert.smith@cumberlandmd.gov

If to MDOT SHA:

Anthony Crawford, P.E.
District Engineer, District 6
Maryland Department of Transportation
State Highway Administration
1251 Vocke Road
La Vale MD 21502
Phone 301-729-8465
Email: acrawford@mdot.maryland.gov

All invoices for TA Program FUNDING approved for payment shall be forwarded for processing to:

Ms. Christy Bernal
Transportation Alternatives Program Manager
Regional and Intermodal Planning Division
Maryland Department of Transportation
State Highway Administration
707 North Calvert Street, MS C-502
Baltimore MD 21202

Phone: 410-545-5659 Fax: 410-209-5025

Email: cbernal@mdot.maryland.gov

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION

Witness	By: Tim Smith, P.E. Administrator	Date
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	RECOMMENDED FOR API	PROVAL
Dayna Pachman Assistant Attorney General	C. Scott Pomento, P.E., Director for Office of Planning Engineering	and Preliminary
	William J. Bertrand Director of Office of Finance	

MAYOR AND CITY COUNCIL OF CUMBERLAND

ATTEST:		
	BY:	
Insert Name and Title	Mayor Raymond Morris	Date
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:		
Enter Name		
Attorney		

Exhibit A: Appendix A and Appendix E of the Title VI Assurances

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

- Compliance with Regulations: The Contractor (hereinafter includes consultants) will
 comply with the Acts and the Regulations relative to Non-discrimination in Federallyassisted programs of the U.S. Department of Transportation, the Federal Highway
 Administration, as they may be amended from time to time, which are herein
 incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage
 and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act
 of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of
 the terms "programs or activities" to include all of the programs or activities of the
 Federal-aid recipients, sub-recipients and contractors, whether such programs or activities
 are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit B: TA Reimbursement Cover Letter

[ON PROJECT SPONSOR LETTERHEAD]

Date

Ms. Christy Bernal
Transportation Alternatives Program Manager
Regional and Intermodal Planning Division
Maryland State Highway Administration
707 N. Calvert Street, C-502
Baltimore, MD 21202

RE: [Project Title]

State Highway Project Number: -- if applicable

Invoice Number - (Must be a unique number)

Dear Ms. Bernal:

This is to inform you that the [Project Sponsor] has completed approximately _____% of the work needed to complete the [Project Title], using \$[Award Amount] in Transportation Alternatives Funds. At this time [Project Sponsor] respectfully requests reimbursement from the Maryland State Highway Administration for the [description of material/labor supplied for this portion of project].

Project Information

Federal ID Number	
Total Cost of Project	
TAP Awarded Amount	
TAP Match Requirement Amount	
Timeframe Invoice Covers	
TAP funds requested for reimbursement with this invoice	
20% Match amount for this reimbursement	

Remit payment to the following address:

(Provide the address that the reimbursement is to be paid)

Please find the following items enclosed:

• 20% Match documentation

(Provide detailed report presenting the breakdown of how you have spent this money on the project with invoices and canceled checks)

- Copy of invoice from contractor/vendor to sponsor (Include copy of invoice)
- Copy of cancelled check paid to contractor/vendor (Include copy of cancelled check(s)
 Should you have any questions or require additional information, please contact me at <u>XXX-XXX-XXXX</u>.

Sincerely,

[Name and Title] [Project Sponsor]

Exhibit C: Eligible Project Line Items

City of Cumberland Updated TA Eligible Items March 2022

NO. 1000	CODE NO	DESCRIPTION OF ITEM	UNITS	QTY	UNIT PRICE	AMOUNT	% of Eligible	TA \$ Eligible
1000	CODE NO.							
		Clearing and Grubbing Type B Engineers Office	LS	1	\$5,000.00 \$25,000.00	\$5,000.00 \$25,000.00	64% 64%	\$3,200.00 \$16,000.00
1001	120500	Maintenance of Treffic	LS LS	1	\$850,000.00	\$850,000.00	64%	\$544,000.00
1002		Graded Aggregate Base for Maintenance of Traffic	TONS	120	\$50.00	\$6,000.00	64%	\$3,840.00
1004		Asphalt for Maintenance of Traffic	TONS	135	\$125.00	\$16,875.00	64%	\$10,800.00
1005		Asphalt Curb for Maintenance of Treffic	LF	1,180	\$20.00	\$23,600.00	64%	\$15,104.00
1006	120625	Additional Temporary Traffic Signs	SF	100	\$30.00	\$3,000.00	64%	\$1,920.00
1007		Precast Temporary 32 Inch F Shape Concrete Traffic Barrier	LF	1,152	\$25.00	\$28,800.00	64%	\$18,432.00
1008		Additional Type III Barricade for Maintenance of Traffic	EACH	3	\$200.00	\$600.00	64%	\$384.00
1009		Additional Drums for Maintenance of Traffic	EACH	100	\$80.00	\$8,000.00	64%	\$5,120.00
1010	130840	Construction Stakeout	LS	1	\$30,000.00	\$30,000.00	64%	\$19,200.00
1011		Mobilization and Demobilization	LS	1	\$160,000.00	\$160,000.00	64%	\$102,400.00
1012		Barricade for Pedestrian Control Barricade for Pedestrian Control - Remove and Reset	LF	2,500	\$60.00	\$150,000.00	64%	\$96,000.00
1013	100000 120715	Reset Precast Temporary Concrete Traffic Barrier for Maintenance of	LF LF	6,800	\$10.00 \$8.00	\$68,000.00 \$9,216.00	64% 64%	\$43,520.00 \$5.898.24
2000		Class Excavation	CY	1,152 4,050	\$20.00	\$81,000.00	64%	\$5,890.24 \$51,840.00
2001		Class I-A Excavation	CY	71	\$30.00	\$2,130.00	64%	\$1,363.20
2002	201001	Test Pit Excevation	CY	7	\$160.00	\$1,120.00	64%	\$716.80
2002		Removal of Existing Masonry - Mechanic St Parklet	CY	644	\$65.00	\$41,860.00	64%	\$26,790.40
2004		Removal of Existing Masonry - Liberty St Parklet	CY	146	\$65.00	\$9,490.00	64%	\$6,073.60
2005		Removal and Disposal of Existing Buildings - Mechanic St Pavilion	LS	1	\$3,500.00	\$3,500.00	64%	\$2,240.00
2006		Removal and Disposal of Existing Buildings - Mechanic St Pump House	LS	1	\$3,000.00	\$3,000.00	64%	\$1,920.00
2007	110200	Removal and Disposal of Existing Buildings - Liberty St Pavilion	LS	1	\$3,000.00	\$3,000.00	64%	\$1,920.00
2008		Remove Existing Manhole or Inlet	EACH	4	\$525.00	\$2,100.00	64%	\$1,344.00
2009		Rubblization of Existing Concrete Slab Foundation	LS	1	\$3,520.00	\$3,520.00	64%	\$2,252.80
3000		Class 3 Excavation for Incidental Construction	CY	1	\$140.00	\$140.00	64%	\$89.60
3001		Removal of Existing Pipe	LF	1,478	\$45.00	\$66,510.00	64%	\$42,566.40
3016		4 Inch Schedule 40 PVC Pipe	LF	93	\$35.00	\$3,255.00	100%	\$3,255.00
3017		6 Inch Schedule 40 PVC Pipe	LF	284	\$40.00	\$11,360.00	100%	\$11,360.00
3019 3020		Adjust Existing Inlet Single WR Inlet- Minimum Depth	EACH EACH	2	\$800.00 \$5,500.00	\$1,600.00 \$5.500.00	100%	\$1,600.00 \$5,500.00
3020		Standard Type E Inlet - Minimum Depth	EACH	2	\$3,000.00	\$5,500.00	100%	\$5,500.00
3021		Standard Type E Inlet - Vertical Depth	LF	1	\$500.00	\$500.00	100%	\$500.00
3023		Standard Type H Combination Inlet - Minimum Depth	EACH	10	\$5,500.00	\$55,000.00	100%	\$55,000.00
3024		Standard Type H Combination Inlet - Vertical Depth	LF	2	\$600.00	\$1,200.00	100%	\$1,200.00
3025		Standard ADA Compliant Inlet Double Grate Tandem - Minimum Depth	EACH	4	\$6,500.00	\$26,000.00	100%	\$26,000.00
3026		Standard ADA Compliant Inlet Double Grate Tandem - Vertical Depth	LF	7	\$600.00	\$4,200.00	100%	\$4,200.00
3027		48 Inch Diameter Manhole for 12 Inch to 24 Inch Pipes-Minimum Depth	EACH	11	\$5,000.00	\$55,000.00	100%	\$55,000.00
3028		48 Inch Diameter Manhole - Vertical Depth	LF	4	\$300.00	\$1,200.00	100%	\$1,200.00
3029		60 Inch Diameter Manhole for 27 Inch to 36 Inch Pipes - Minimum Depth	EACH	2	\$6,000.00	\$12,000.00	100%	\$12,000.00
3030		72 Inch Diameter Manhole for 42 Inch and 48 Inch Pipes- Minimum Depth	EACH	4	\$8,000.00	\$32,000.00	100%	\$32,000.00
3031		72 Inch Diameter Manhole - Vertical Depth	LF	4	\$500.00	\$2,000.00	100%	\$2,000.00
3032		6 Inch Perforated Circular Pipe Underdrain (for Building Basement	LF	26	\$25.00	\$650.00	100%	\$650.00
3033		6 Inch Perforeted Circular Pipe Underdrein Wrapped with Geotextile Class 10 Inch Perforeted Circular Pipe Underdrein	LF	2,422	\$16.00	\$38,752.00	100%	\$38,752.00
3034	387111	12 Inch Perforated Circular Pipe Underdrain	LF LF	1,040	\$30.00	\$31,200.00	100%	\$31,200.00
3035 3036	387112 387161	12 Inch Filter Log	LF	630 3,350	\$35.00 \$8.00	\$22,050.00 \$26,800.00	100%	\$22,050.00 \$26,800.00
3037	388066	Inlet Protection	EACH	34	\$300.00	\$10,200.00	100%	\$10,200.00
3038		Menhole Adjustment	EACH	21	\$800.00	\$16,800.00	100%	\$16,800.00
3039	300000	Trench Drain	LF	1,693	\$100.00	\$169,300.00	100%	\$169,300.00
3040	300000	Concrete Washout	EACH	1	\$600.00	\$600.00	100%	\$600.00
3041	300000	Geotextile, Type SE	SY	14,039	\$4.00	\$56,156.00	100%	\$56,156.00
3042	300000	Downspout Rain Leader Connection	EACH	1	\$200.00	\$200.00	100%	\$200.00
3043		Portable Sediment Tank	EACH	6	\$1,500.00	\$9,000.00	100%	\$9,000.00
5000		Superpave Asphalt Mix 12.5 MM for Surface, PG 64S-22, Level 2	TON	31	\$175.00	\$5,425.00	64%	\$3,472.00
5001		Superpave Asphalt Mix 19.0 MM for Base PG 64S-22, Level 2	TON	90	\$175.00	\$15,750.00	64%	\$10,080.00
5002		Standard Milling Asphalt Pavement Over 1 Inch to 2-1/2 Inch Depth	SY	287	\$3.00	\$861.00	64%	\$551.04
5003	524510	4 Inch Crusher Run Aggregate CR-6	SY	1,913	\$20.00	\$38,260.00	64%	\$24,486.40
5004	524520	6 Inch Crusher Run Aggregate CR-6 8 Inch Crusher Run Aggregate CR-6	SY	3,811	\$22.00	\$83,842.00	64%	\$53,658.88
5005 5006	500000 524525	Crusher Run Aggregate CR-6	SY	6,471 77	\$22.00	\$142,362.00 \$770.00	64% 64%	\$91,111.68 \$492.80
5006	500000	Crusher Run Aggregate CR-6 Backfill for Modular Pavement Suspension	TON	751	\$10.00 \$10.00	\$7,510.00	64%	\$492.80 \$4,806.40
5008	560106	6 Inch Plain Portland Cement Concrete Pavement Mix 7	SY	3,627	\$150.00	\$544,050.00	64%	\$348,192.00
5009		8 Inch Portland Cement Concrete Pavement for Driveway Mix 9	SY	184	\$160.00	\$29,440.00	64%	\$18,841.60
5010		Pedestrian Crosswalk	SY	207	\$180.00	\$37,260.00	100%	\$37,260.00
5011		5 Inch White Pavement Marking Paint Lines	LF	260	\$1.00	\$260.00	100%	\$260.00
5012		5 Inch Yellow Pavement Marking Paint Lines	LF	966	\$1.00	\$966.00	100%	\$966.00
5013		24 Inch White Preformed Thermoplastic Pavement Marking Lines	LF	577	\$20.00	\$11,540.00	100%	\$11,540.00
5014	549620	White Preformed Thermoplastic Pavement Marking Legends	SF	221	\$25.00	\$5,525.00	100%	\$5,525.00
5047	571200	Saw Cuffing Street Payers	LF	1,117	\$7.00	\$7,819.00	64%	\$5,004.16
5017 5018			SY	3,381	\$168.00	\$568,008.00	64%	\$363,525.12

City of Cumberland Updated TA Eligible Items March 2022

1979 1970			0-14-1-5			*****	******		4
Section Sect	5019	500000	Street Marking Pavers	SY	44	\$168.00	\$7,392.00	64%	\$4,730.88
Second									
Section Sect									
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6000	6002	600000		LF	2,596	\$28.00	\$72,688.00	100%	\$72,688.00
1005 1006 1007	6003	600000		LF	2,961	\$60.00	\$177,660.00	100%	\$177,660.00
1001 100000 Engineered Sol Media CY 2,116 566.00 1315,846.00 100% 10	6004	600000	Extra Depth Concrete Border	CY	38	\$300.00	\$11,400.00	100%	\$11,400.00
7000 700000 119,890.00 100% 128,990.00 128,990.00	6005	634312	Type A Combination Curb and Gutter Any Height or Depth	LF	30	\$60.00	\$1,800,00	64%	\$1,152.00
1000 100000 10000 10000 10000 10000 10000 10000 10000 100000 10000 10000 1000000 100000 100000 100000 100000 100000 100000 1000000 100000 100000 1000000 1000000 1000000 1000000 1000000 10000000 100000000		700000	Engineered Soil Media	CY	2 116			100%	
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1916 190000 Outdoor Renfront Facility 1915 190000 1915 191	7013	700000		CY	4	\$500.00	\$2,000.00	100%	\$2,000.00
100000 Gleeffan bracembor Nameri - 3 hort Calgar BAB	7015	700000	Tree Stand Base Plate Attachment	EACH	1	\$150.00	\$150.00	100%	\$150.00
1915 190000 Gliedfand interactive Termin* - 3 Inot Calgor BSS EACH 9 \$550.00 \$4,850.00 100% \$4,850.00 100% \$3,875.00 100%	7016	700000	Outdoor Restroom Facility	EACH	1	\$115,000.00	\$115,000.00	100%	\$115,000.00
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	7029	700000			1,132	\$15.00	\$16,980.00	100%	\$16,980.00
	7030	700000	Pennisetum alopecuroides 'Hameln' - 1 Gal. Container	EACH	510	\$20.00	\$10,200.00	100%	\$10,200.00
	7031	700000	Sarcococca hookeriana humilis - 1 Gal. Container	EACH	300	\$25.00	\$7,500,00	100%	\$7,500.00
1933 700000 Morcissus - Bub EACH 907 \$2.00 \$1.114.00 100% \$1.1814.00 100% \$1.1814.00 100% \$1.0		700000	Cemessie leichtlinii - Bulb					100%	
			Nercissus - Bulb						
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Temporary Seed									
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801003 Concrete for Light Foundation									
8003 801104 Concrete for Signel Foundation CY 9 \$1,800.00 \$16,200.00 100% \$16,200.00 800.00 801100 \$2,800.00 \$10,925.00			Consider for Light Excelsion (Waymang)						
8003 801130 Square Perforated Tubular Steel Sign Posts EACH 55 \$175.00 \$9,625.00 100% \$9,625.00 8004 801605 Sheet Aluminum Signs SF 437 \$25.00 \$10,225.00 100% \$10,225.00 8020 800000 4 Inch Ductile Iron Pipe and Fittings LF 153 \$25.00 \$38,250.00 50% \$11,125.00 8021 811106 6 Inch Ductile Iron Pipe and Fittings LF 220 \$280.00 \$61,600.00 50% \$30,800.00 8022 811108 8 Inch Ductile Iron Pipe and Fittings LF 61 \$300.00 \$18,300.00 50% \$30,800.00 \$40,0			Concrete for Dignt Foundation						
8004 801605 Sheet Aluminum Signs SF 437 \$25.00 \$10,925.00 100% \$10,925.00 8020 800000 4 Inch Ductile Inon Pipe and Fittings LF 153 \$250.00 \$33,250.00 50% \$19,125.00 8021 811106 Inch Ductile Inon Pipe and Fittings LF 220 \$280.00 \$61,600.00 50% \$30,800.00 8022 811108 B Inch Ductile Inon Pipe and Fittings LF 61 \$300.00 \$11,300.00 50% \$9,150.00 8023 811112 12 Inch Ductile Inon Pipe and Fittings LF 61 \$385.00 \$8.085.00 50% \$9,150.00 8024 800000 14 Inch Ductile Inon Pipe and Fittings LF 16 \$400.00 \$6,400.00 50% \$3,200.00 8025 811118 18 Inch Ductile Inon Pipe and Fittings LF 16 \$400.00 \$6,400.00 50% \$3,200.00 8025 811118 18 Inch Ductile Inon Pipe and Fittings LF 1233 \$480.00 \$99,1840.00 50% \$3,200.00 8026 811306 Sinch Fire Hydrant and Valve EACH 6 \$6,000.00 \$36,000.00 100% \$36,000.00 8027 811501 Mix No. 1 Concrete for Encasement CY 6 \$350.00 \$2,100.00 64% \$1,344.00 8028 800000 Low Profile Manihole and Pre-Cast Slab EACH 3 \$5,000.00 \$15,000.00 100% \$15,000.00 8030 800000 Replace Curb Box EACH 3 \$5,000.00 \$15,000.00 100% \$15,000.00 8031 812115 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$3,375.00 8033 812117 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$3,375.00 8033 812117 Abandon Fire Hydrant EACH 6 \$350.00 \$1,500.00 50% \$3,375.00 8034 800000 1 1/2 Inch or 2 Inch Water Connection to New Main EACH 9 \$750.00 \$6,750.00 50% \$3,375.00 8035 800000 6 Inch Water Service Line LF 889 \$70.00 \$6,230.00 50% \$3,375.00 8036 812157 Reconnect Existing 6 Inch Water Connection to New Main EACH 4 \$2,000.00 \$8,000.00 50% \$3,450.00 8039 812172 6 Inch Resilient-Wedge Gate Water Valve, Ductile Inon EACH 4 \$2,000.00 \$3,000.00 50% \$3,500.00 8040 812173 8 Inch Resilient-Wedge Gate Water Valve					_				
8020 80000 4 Inch Ductile Iron Pipe and Fittings LF 153 \$250.00 \$38,250.00 50% \$19,125.00 8021 811106 6 Inch Ductile Iron Pipe and Fittings LF 220 \$280.00 \$51,600.00 50% \$30,800.00 8022 811112 12 Inch Ductile Iron Pipe and Fittings LF 61 \$300.00 \$18,300.00 50% \$9,150.00 8023 811112 12 Inch Ductile Iron Pipe and Fittings LF 21 \$385.00 \$8,085.00 50% \$4,042.50 8024 800000 14 Inch Ductile Iron Pipe and Fittings LF 121 \$385.00 \$8,085.00 50% \$4,042.50 8025 811118 18 Inch Ductile Iron Pipe and Fittings LF 123 \$400.00 \$591,840.00 50% \$3,200.00 8026 811306 5 Inch Fire Hydrant and Valve EACH 6 \$6,000.00 \$35,000.00 100% \$36,000.00 8027 811501 Mix No. 1 Concrete for Encasement CY 6 \$350.00 \$2,100.00 64% \$1,344.00 8028 800000 Low Phofile Manhole and Pre-Cast Slab EACH 3 \$5,000.00 \$15,200.00 100% \$15,000.00 8029 812102 Adjust Curb Box EACH 1 \$800.00 \$800.00 100% \$15,000.00 8030 800000 Replace Curb Box EACH 1 \$800.00 \$300.00 50% \$3,250.00 8031 812115 Abandon Water Valve EACH 5 \$500.00 \$3,000.00 50% \$3,250.00 8033 812117 Abandon Water Valve EACH 7 \$150.00 \$3,000.00 50% \$3,375.00 8033 800000 100% 800000 100% 8000.00 100% \$3,000.00 50% \$3,375.00 8036 800000 5 Inch Water Service Line LF 889 \$70.00 \$6,230.00 50% \$3,375.00 8037 812157 Reconnect Existing 1 15 Inch or 2 Inch Water Connection to New Main EACH 4 \$2,000.00 \$3,000.00 50% \$3,31115.00 8038 812171 4 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8041 812175 10 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8041 812175 10 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8050 816000 Remove and Reloc									
8021 811106 6 Inch Ductile Inon Pipe and Fittings									
8022 811108 8 Inch Ductile Iron Pipe and Fittings									
8023 811112 12 Inch Ductile Iron Pipe and Fittings									
8024 800000 14 Inch Ductile Iron Pipe and Fittings LF 16 \$400.00 \$6,400.00 50% \$3,200.00 8025 811118 18 Inch Ductile Iron Pipe and Fittings LF 1,233 \$480.00 \$991,840.00 50% \$225,520.00 8026 811306 5 Inch Fire Hydrant and Valve EACH 6 \$6,000.00 \$36,000.00 100% \$36,000.00 8027 811501 Mix No. 1 Concrete for Encasament CY 6 \$350.00 \$2,100.00 64% \$1,344.00 8028 800000 Low Profile Manhole and Pre-Cast Slab EACH 3 \$5,000.00 \$15,000.00 100% \$15,000.00 8029 812102 Adjust Curb Box EACH 3 \$5,000.00 \$15,000.00 100% \$15,200.00 8031 812115 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$1,500.00 8032 812116 Abandon Valve Valve EACH 6 \$500.00 \$3,000.00 50% \$525.00 <tr< td=""><td>8022</td><td>811108</td><td></td><td>LF</td><td>61</td><td>\$300.00</td><td>\$18,300.00</td><td>50%</td><td>\$9,150.00</td></tr<>	8022	811108		LF	61	\$300.00	\$18,300.00	50%	\$9,150.00
8025 811118 18 Inch Ductile Iron Pipe and Fittings LF 1,233 \$480.00 \$591,840.00 50% \$295,920.00 8026 811306 6 Inch Fire Hydrant and Valve EACH 6 \$6,000.00 \$36,000.00 100% \$36,000.00 8027 811501 Mix No. 1 Concrete for Encasement CY 6 \$350.00 \$2,100.00 64% \$1,344.00 8028 800000 Low Profile Manhole and Pre-Cast Slab EACH 3 \$5,000.00 \$15,000.00 100% \$15,000.00 8029 812102 Adjust Curb Box EACH 38 \$400.00 \$15,000.00 100% \$15,200.00 8030 800000 Replace Curb Box EACH 1 \$800.00 \$800.00 100% \$800.00 8031 812115 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$1,500.00 8032 812116 Abandon Water Valve EACH 7 \$150.00 \$3,000.00 50% \$355.00 8033 812117 Abandon Water Valve EACH 9 \$750.00 \$6,750.00 50% \$3,375.00 8034 800000 1 1/2 Inch or 2 Inch Water Service Line LF 334 \$35.00 \$11,690.00 50% \$3,115.00 8036 812157 Reconnect Existing 1 1t Inch or 2 Inch Water Connection to New Main EACH 12 \$750.00 \$6,250.00 50% \$3,115.00 8037 812157 Reconnect Existing 5 Inch Water Connection to New Main EACH 12 \$750.00 \$50,000.00 50% \$3,500.00 8039 812175 Reconnect Existing 6 Inch Water Connection to New Main EACH 12 \$750.00 \$50,000.00 50% \$3,500.00 8039 812175 Reconnect Existing 6 Inch Water Connection to New Main EACH 4 \$2,000.00 \$50,000.00 50% \$3,500.00 8040 812173 8 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8041 812175 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8041 812175 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$3,000.00 \$3,000.00 50% \$3,000.00 8040 812173 8 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$3,000.00 \$3,000.00 50% \$3,000.00 8041 812175 12 Inch Resilient-Wedge Gate Wa	8023	811112	12 Inch Ductile Iron Pipe and Fittings	LF	21	\$385.00	\$8,085.00	50%	\$4,042.50
8025 811118 18 Inch Ductile Iron Pipe and Fittings	8024	800000		LF	16	\$400.00	\$6,400.00	50%	\$3,200.00
8026 811306 5 Inch Fire Hydrant and Valve EACH 6 \$6,000.00 \$36,000.00 100% \$36,000.00 8027 811501 Mix No. 1 Concrete for Encasement CY 6 \$350.00 \$2,100.00 64% \$1,344.00 8028 800000 Low Profile Manhole and Pre-Cast Slab EACH 3 \$5,000.00 \$15,000.00 100% \$15,000.00 8029 812102 Adjust Curb Box EACH 38 \$400.00 \$15,200.00 100% \$15,000.00 8030 800000 Replace Curb Box EACH 1 \$800.00 \$800.00 100% \$800.00 8031 812115 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$1,500.00 8032 812116 Abandon Water Value EACH 7 \$150.00 \$3,000.00 50% \$525.00 8033 812117 Abandon Water Value EACH 9 \$750.00 \$6,750.00 50% \$525.00 8034 800000 1 1/2 Inch or 2 Inch Water Service Line LF 334 \$35.00 \$11,690.00 50% \$5,845.00 8035 812157 Reconnect Existing 1 Inch or 2 Inch Water Connection to New Main EACH 12 \$750.00 \$6,230.00 50% \$4,500.00 8037 812157 Reconnect Existing 6 Inch Water Connection to New Main EACH 12 \$750.00 \$5,000.00 50% \$4,000.00 8038 812171 4 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$8,000.00 50% \$4,000.00 8041 812173 8 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$5,000.00 50% \$3,000.00 8041 812173 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8043 800000 18 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$3,000.00 50% \$3,000.00 8041 812173 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$3,000.00 \$3,000.00 50% \$3,000.00 8041 812173 14 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$3,500.00 \$3,000.00 50% \$3,000.00 8041 812173 14 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$3,000.00 \$3,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$4,000.00				LF					
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8029 812102 Adjust Curb Box EACH 38 \$400.00 \$15,200.00 100% \$15,200.00									
8030 800000 Replace Curb Box EACH 1 \$800.00 \$800.00 100% \$800.00 8031 812115 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$1,500.00 50% \$1,500.00 50% \$5,500.00 50% 51,500.00 50% 52,500.00 50% 50% 53,375.00 50% 53,37									
8031 812115 Abandon Fire Hydrant EACH 6 \$500.00 \$3,000.00 50% \$1,500.00									
8032 812116 Abandon Water Valve EACH 7 \$150.00 \$1,050.00 50% \$525.00					_				
8033 812117 Abandon Valve Vault EACH 9 \$750.00 \$6,750.00 50% \$3,375.00	=		•						
8034 800000 1 1/2 linch or 2 linch Water Service Line LF 334 \$35.00 \$11,690.00 50% \$5,845.00									
8035 800000 6 Inch Water Service Line LF 889 \$70.00 \$62,230.00 50% \$31,115.00									
8036 812157 Reconnect Existing 1 14 Inch or 2 Inch Water Connection to New Main EACH 12 \$750.00 \$9,000.00 50% \$4,500.00 8037 812157 Reconnect Existing 6 Inch Water Connection to New Main EACH 34 \$1,500.00 \$51,000.00 50% \$25,500.00 8038 812157 4 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$8,000.00 50% \$44,000.00 \$8,000.00 50% \$44,000.00 \$8,000.00 50% \$44,000.00 \$8,000.00 50% \$45,000.00 50% \$65,000.00 \$65,000.00 50% \$65,000.00 \$65,000.									
8037 812157 Reconnect Existing 6 Inch Weter Connection to New Mein EACH 34 \$1,500.00 \$51,000.00 50% \$25,500.00									
8038 812171 4 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 4 \$2,000.00 \$8,000.00 50% \$4,000.00 8039 812172 5 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 45 \$2,500.00 \$112,500.00 50% \$56,250.00 8040 812173 8 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 2 \$3,000.00 \$6,000.00 50% \$3,000.00 8041 812175 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$3,500.00 \$3,500.00 50% \$1,750.00 8042 812176 14 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$5,000.00 \$5,000.00 50% \$2,500.00 8043 80000 18 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 8 \$8,000.00 \$5,000.00 50% \$32,000.00 8050.00									
8039 812172 6 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 45 \$2,500.00 \$112,500.00 \$0% \$56,250.00					34			50%	
8039 812172 5 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 45 \$2,500.00 \$112,500.00 50% \$56,250.00 8040 812173 8 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 2 \$3,000.00 \$6,000.00 50% \$3,000.00 8041 812175 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$3,500.00 \$3,500.00 50% \$1,750.00 8042 812176 14 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$5,000.00 \$5,000.00 50% \$2,500.00 8043 80000 18 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 8 \$8,000.00 \$64,000.00 50% \$32,000.00 8050 816000 Remove and Relocate Existing Cabinet and Controller EACH 1 \$2,500.00 \$2,500.00 \$2,500.00	8038	812171	4 Inch Resilient-Wedge Gate Water Valve, Ductile Iron	EACH	4	\$2,000.00	\$8,000.00	50%	\$4,000.00
8040 812173 B Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 2 \$3,000.00 \$6,000.00 50% \$3,000.00 8041 812175 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$3,500.00 \$3,500.00 50% \$1,750.00 8042 812176 14 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$5,000.00 \$5,000.00 50% \$2,500.00 8043 800000 18 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 8 \$6,000.00 \$54,000.00 50% \$32,000.00 8050 816000 Remove and Relocate Existing Cabinet and Controller EACH 1 \$2,500.00 \$2,500.00 \$2,500.00			6 Inch Resilient-Wedge Gate Water Valve, Ductile Iron		45	\$2,500.00			\$56,250.00
8041 812175 12 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$3,500.00 \$3,500.00 50% \$1,750.00 8042 812176 14 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 1 \$5,000.00 \$5,000.00 50% \$2,500.00 8043 800000 18 Inch Resilient-Wedge Gate Water Valve, Ductile Iron EACH 8 \$8,000.00 \$64,000.00 50% \$32,000.00 8050 816000 Remove and Relocate Existing Cabinet and Controller EACH 1 \$2,500.00 \$2,500.00 \$2,500.00									
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City of Cumberland Updated TA Eligible Items March 2022

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8052	821003	Breakaway Base Support System For Signal Structure	EACH	3	\$750.00	\$2,250.00	100%	\$2,250.00
8053	837001	Ground Rod- 3/4 Inch Diameter x 10 FT	EACH	8	\$200.00	\$1,600.00	100%	\$1,600.00
8054	860284	12 Inch LED Vehicular Traffic Signal Head Section	EACH	25	\$450.00	\$11,250.00	100%	\$11,250.00
8055	860285	16 Inch LED Countdown Pedestrian Signal Head	EACH	8	\$900.00	\$7,200.00	100%	\$7,200.00
8056	860289	Retrorefective Signal Head Back Plate, Any Size	EACH	7	\$350.00	\$2,450.00	100%	\$2,450.00
8057	860292	Cut, Clean, Galvanize and Cap Traffic Signal Structure	EACH	6	\$400.00	\$2,400.00	100%	\$2,400.00
8058	861105	Electrical Cable- 2 Conductor, No. 14 AWG	LF	725	\$2.50	\$1,812.50	100%	\$1,812.50
8059	861107	Electrical Cable- 5 Conductor, No. 14 AWG	LF	1,150	\$2.00	\$2,300.00	100%	\$2,300.00
8060	861108	Electrical Cable- 7 Conductor, No. 14 AWG	LF	625	\$3.00	\$1,875.00	100%	\$1,875.00
8061	865210	Audible/Tactile Pedestrian Pushbutton Stations and Signs	EACH	- 8	\$1,800.00	\$14,400.00	100%	\$14,400.00
8062	865300	2 Wire APS Central Control Unit	EACH	1	\$4,500,00	\$4,500.00	100%	\$4,500.00
8063	800000	Paint Existing Pedestal Poles	EACH	2	\$1,000.00	\$2,000.00	100%	\$2,000.00
8064	800000	Furnish and Install 28' Painted Steel Pole with Twin 26' and 44' Painted	EACH	1	\$25,000.00	\$25,000.00	100%	\$25,000.00
8065	800000	Radar Detection System	LS	1	\$21,000.00	\$21,000.00	100%	\$21,000.00
8066	800000	Remove and Dispose of Material and Equipment as Needed	LS	1	\$5,000.00	\$5,000.00	100%	\$5,000.00
8067	800000	Disconnect and Remove Existing Traffic Signal Cabling	LF	1,300	\$4.00	\$5,200.00	100%	\$5,200.00
8068	800000	Connect to Existing Hand Hole	EACH	1	\$500.00	\$500.00	100%	\$500.00
8069	800000	Customer Lateral Identification and Location	EACH	1	\$1,000.00	\$1,000.00	100%	\$1,000.00
		Tree Receptacle Pedestal		_	4.10.00.00	4 1 2 2 2 2 2	100%	4.1
8070 8071	800000	Concrete for Tree Receptacle Pedestal Foundation	EACH	46 6	\$1,500.00 \$1,400.00	\$69,000.00 \$8,400.00	100%	\$69,000.00 \$8,400.00
80/1	800000	Wayfinding Signage	CY LS	1	\$1,400.00	\$8,400.00	100%	
								\$2,000.00
8082	800000	Remove and Deliver Dedication Signs Existing Electrical Service De-electrification/Temporary Shut Off	EACH	10	\$50.00	\$500.00	100%	\$500.00
8083	800000		EACH	1	\$500.00	\$500.00	50%	\$250.00
8084	800000	Removal of Existing Light Pole	EACH	68	\$150.00	\$10,200.00	50%	\$5,100.00
8085	800000	Removal of Existing Flag Pole	EACH	5	\$300.00	\$1,500.00	50%	\$750.00
8086	800000	Removal and Replacement of Variable Width Concrete Border	LF	100	\$60.00	\$6,000.00	50%	\$3,000.00
8087	800000	Freeze Proof Yard Hydrant	EACH	4	\$60.00	\$240.00	50%	\$120.00
8092	800000	Low Profile Manhole Frame and Covers	EACH	- 6	\$700.00	\$4,200.00	100%	\$4,200.00
8093	800000	Manhole Frames and Covers	EACH	21	\$500.00	\$10,500.00	100%	\$10,500.00
8097	800000	Outdoor Water Fountain with Bottle Filling Station with Foundation	EACH	3	\$10,575.00	\$31,725.00	50%	\$15,862.50
9001	900000	Base Mounted Metered Service Pedestal w/Photocell 120/240V, 400A	EACH	2	\$30,000.00	\$60,000.00	100%	\$60,000.00
9002	900000	Round Pedestrian Pole and Luminaire	EACH	67	\$10,000.00	\$670,000.00	100%	\$670,000.00
9003	900000	Pathway Pedestrian Pole and Luminaire	EACH	8	\$3,000.00	\$24,000.00	100%	\$24,000.00
9004	900000	Reconnect and Maintain Existing Light Standard Circuit	EACH	1	\$20,000.00	\$20,000.00	100%	\$20,000.00
		•	•	•	Subtotal	\$8,045,820.00	Subtotal	\$6,026,508.80
					400 0 1	foot con on	10%	***** *** ***
					10% Contengency	\$804,582.00	Contengency	\$602,650.88
					Total Base Bid	\$8,850,402.00	Total Base Bid	\$6,629,159.68
_								
		ALTERNATE BID -ADD ITEMS						
5004	514525	6 Inch Crusher Run Aggregate CR-6	SY	6471	\$22.00	\$142,362.00	100%	\$142,362.00
5022	500000	3/4 Inch Bituminous Setting Bed	SY	6471	\$10.00	\$64,710.00	100%	\$64,710.00
5023	300000	4 Inch Plain Portland Cement Concrete Base	SY	6471	\$130.00	\$841,230.00	100%	\$841,230.00
						\$1,048,302.00		\$1,048,302.00
								\$7,074,810.80
		ALTERNATE BID -DELETE ITEMS	I	1	1	1	1	
3041	300000	Geotextile, Type SE	SY	-6471	\$4.00	-\$25.884.00	100%	-\$25.884.00
5021	500000	1 Inch Sand Setting Bed	SY	-6471	\$10.00	-\$64.710.00	64%	-\$41,414,40
5005	500000	8 Inch Crusher Run Aggregate CR-6	SY	-6471	\$22.00	-\$142,362.00	64%	-\$91,111.68
*****	******	A titel atastic tiel regulation att a			******	-\$232,956.00	****	-\$158,410.08
						4000,000		\$100/410.00
					Subtotal Alternate Bid	\$10,210,534,50		\$6,916,400.72
						\$10,210,004.00	10%	
					10% Contingency	\$1,021,053.45	Contingency	\$691,640.07
					Total Alternative Bid	\$11,231,587.95	Subtotal	\$7,608,040.79
					Total Alternative Did	\$11,201,007.90	Construction	
								\$256,000.00
							Cost	
							Total Project	\$7,864,040.79
							Cost	
							TA Grent (80%)	\$6,291,232.63
							Local Match (20%)	\$1,572,808.16

File Attachments for Item:

. Order 26,987 - approving the sole source purchase of 2 new Ford Escape SUVs from National Fleet Group for the not-to-exceed amount of \$59,777.48 using Sourcewell Contract No. 091521-NAF in accordance with City Code Section 2-171 (c)

- Order -

Mayor and City Council of Cumberland

ORDER NO. <u>26,987</u>

DATE: April 5, 2022

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

THAT, the Sole Source purchase of two (2) New 2022 Ford Escape S AWD SUVs from

National Auto Fleet Group 490 Auto Center Drive, Watsonville, CA 95076, who is offering

Sourcewell Contract #091521-NAF pricing, in the not-to-exceed cost of Twenty-nine

Thousand, Eight Hundred Eighty-eight Dollars and Seventy-four Cents (\$29,888.74) for each

vehicle, 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:

Street Department 001.056.64000\$29,888.74

Sewer Department 003.320.64000...... \$29,888.74

Council Agenda Summary

Meeting Date: April 5, 2022

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of Two New Ford Escape S AWD SUVs from National Auto Fleet Group, 480 Auto Center Drive, Watsonville, CA 95076 for an amount not to exceed \$59,777.48.

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

Requesting an order to accept the sole source purchase of Two New Ford Escape S AWD SUVs from National Auto Fleet Group for an amount not to exceed \$59,777.48. National Auto Fleet Group is offering us Sourcewell Contract #091521-NAF pricing. This is in accordance with the City Code Sec. 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). Each SUV will cost \$29,888.74. One SUV will be used by the Street and Public Properties Superintendent and one SUV will be use by the Sewer Superintendent to examine issues throughout the City in their departments.

Amount of Award:

\$59,777.48

Budget number:

001.056.64000 (Street Department)

003.320.64000 (Sewer Department)

Grant, bond, etc. reference:

N/A



National Auto Fleet Group

490 Auto Center Drive, Watsonville, CA 95076 (855) 289-8572 • (831) 480-8497 Fax Fieet@NationalAutoFleetGroup.com

3/7/2022 3/22/2022 Re-Configured

Quote ID: 19793 R2

Order Cut Off Date: TBA

Mr David Broadwater Mayor and City Council of Cumberland MD

57 N. Liberty St.

Maryland, Maryland, 21502

Dear David Broadwater,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Escape (U9F) S AWD, Whelen Mini Liberty II Lightbar Amber) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$30,020.00	\$28,363.74	5.517 %	\$1,656.26
Whelen Mini Liberty II Lightbar	\$1,525.00	\$1,525.00		
Amber				
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$29,888.74		

⁻ per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Quoting Department

Account Manager

(855) 289-6572

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572 Fax: (831) 480-8497











Fleet@NationalAutoFleetGroup.com



GMC



QUOTE



New York, New England, Mid Atlantic & Greater Philadelphia 490 Pulaski Rd Kings Park, NY 11754 Phone(631)544-9000 Fax(631)544-3501 QUOTE # DATE

RDU001993 3/22/2022

BILL TO:

NATIONAL AUTO FLEET GROUP

NEIL CARROLL

490 AUTO CENTER DRIVE WATSONVILLE CA 95076

Phone:

951 440-0585

Fax: Email:

WWW.DEJANA.COM

(831) 480-8497

fleet@nationalautofleetgroup.com

SHIP TO:

NATIONAL AUTO FLEET GROUP

NEIL CARROLL

490 AUTO CENTER DRIVE WATSONVILLE CA 95076

Phone:

951 440-0585

Fax:

(831) 480-8497

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
DAVE SCHOENNAGEL	CITY OF CUMBERLAND	Yes	4/21/2022

MAKE:			MODEL:		YEAR:	SRW/DRW:
CAB TO AXLE:		WHEELBASE:		VIN:N/A		· · · · · · · · · · · · · · · · · · ·
STOCK/ORDER NUMBE	₹: T	T THE SERVICE OF THE		TOTAL WEIGHT	(LBS) OF ALL QUOTED	ITEMS: 0

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
1	WHELEN MINI LIBERTY II LIGHTBAR PERMANENT MOUNT AMBER 15'CABLE			
1	DEJANA TO PERFORM PDI FOR CUSTOMER			
1	DELIVERY TO CUMBERLAND MD			
	57 N. LIBERTY STREET CUMBERLAND, MARYLAND 21502			

\$1,525.00
\$0.00
\$0.00
\$1,525.00

Suggested Items:

UNIT PRICE



Brian Broadwater < brian.broadwater@cumberlandmd.gov>

Sole Source Request for 2 New SUV's

3 messages

Brian Broadwater <bri>brian.broadwater@cumberlandmd.gov>

Wed, Mar 23, 2022 at 9:22 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Brooke Cassell

Strooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Jeff,

Hope all is well. I would like to request a sole source approval of 2 New Ford Escape AWD SUV's. One for Sanitary Sewer(003,320,64000) and one for the Street Department(001,056,64000). These two vehicles will be used by the Superintendents of those departments. Each department budgeted \$30,000. The total cost of each Ford Escape is \$29,888.74. The supplier is National Auto Fleet Group. National Auto Fleet Group is offering us Sourcewell Contract #091521-NAF pricing. This is in accordance with the City of Cumberland City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). I have attached a copy of the quote for review.

Please consider this sole source request.

Thanks, Brian

David Brian Broadwater Jr

Fleet Manager
City of Cumberland, MD
W: (301) 759-6627 I C: (240) 920-2079
215 Bowen St. I Cumberland, MD 21502





Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Mar 23, 2022 at 9:25 AM

To: Brian Broadwater <bri>
Strian Broadwater

Str

Yes, I approve.
Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Brian Broadwater <bri>brian.broadwater@cumberlandmd.gov>

Wed, Mar 23, 2022 at 9:26 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Brooke Cassell cc: Brooke Cassell <a href="mail

Thank you sir.

Brian

[Quoted text hidden]



DEPARTMENT OF PUBLIC WORKS

March 24, 2022

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

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of Two New Ford Escape S AWD SUVs from National Auto Fleet Group. National Auto Fleet Group is offering us Sourcewell Contract #091521-NAF pricing, which is in accordance with Section 2-171 (c) of the City Code — Purchasing cooperatives, state and local government contracts (Piggybacking).

One SUV was budgeted by the Street department for \$30,000 and one was budgeted by the Sewer Department for \$30,000. The total combined cost for these two SUVs is \$59,777.48. The ability to obtain Sourcewell cooperative purchasing allows us to save money and to work with dealers that deal with municipality's, such as ourselves, every day. These two SUVs will be utilized by the superintendents of the Street and Sewer departments.

Please consider this sole source purchase.

CITY ADMINISTRATOR

Laurie P. Marchini

RAYMOND M. MORRISS

RICHARD J. CIONI, JR.

EUGENE T. FRAZIER JOSEPH P. GEORGE

JEFFREY F. SILKA

MAYOR

COUNCIL

PW OPERATIONS MANAGER BROOKE CASSELL Sincerely,

David Broadwater Jr Fleet Manager



File Attachments for Item:

. **Order 26,988** - authorizing execution of a Contract of Sale with Steve and Wendy Herker for the sale of their property at 306 Fayette Street (*Allegany County Land Records, Book 2075 / Page 164*) to the City for the amount of \$125,000, authorizing acceptance of the deed, and granting the City Administrator and City Solicitor the authority to execute documents necessary for the transfer

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,988

DATE: April 5, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Contract of Sale by

and between the Mayor and City Council of Cumberland ("Buyer") and Steve Herker

and Wendy Herker ("Sellers") for the property and improvements thereon located at

306 Fayette Street, Cumberland, as recorded among the Land Records of Allegany County,

Maryland in Book 2075, Page 164, Tax Account No. 06-037836 for the purchase price

of One Hundred Twenty-Five Thousand Dollars (\$ 125,000.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the

transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor

are jointly and severally granted the authority to grant extensions of time for the date of

settlement and execute and deliver such documents as are necessary to facilitate or effect

the closing for the subject property.

Raymond M. Morriss, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between Mayor and City Council of Cumberland ("Buyer") and Steve Herker and Wendy Herker ("Sellers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

l. <u>Property Description</u>. Sellers do agree to sell to Buyer, and Buyer does agree to purchase from Sellers, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Sellers and are hereinafter referred to collectively as the "Property":

306 Fayette Street,, Cumberland, MD 21502, Allegany County Land Records Book 2075, Page 164, Tax Account No. 06-037836.

- 2. <u>Purchase Price</u>. The purchase price for the Property (the "Purchase Price") is One Hundred Twenty-Five Thousand Dollars (\$125,000.00).
 - 3. Payment Terms. The Purchase Price shall be paid at settlement.
 - 4. Estate. The Property is being conveyed in fee simple.
- 5. <u>Contingencies</u>. This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:
 - A. Sellers shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Sellers shall be responsible for legally evicting any tenants who may have been leasing the Property.
 - B. Sellers shall be responsible for the termination of all utility services to the Property.
 - C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Sellers perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

- 6. <u>Representations & Warranties</u>. The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.
- 7. Risk of Loss. The Property is to be held at the risk of Sellers until legal title has passed or possession has been given to Buyer.
- 8. <u>Possession</u>. Sellers agree to give Buyer possession and occupancy of the Property at the time of settlement. Sellers will deliver the Property in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Sellers' and Seller's tenants' personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.
- 9. <u>Adjustments</u>. All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid Buyer.
- 10. <u>Deed and Title.</u> Upon payment of the Purchase Price, a deed conveying the Property from Sellers to Buyer containing covenants of special warranty and further assurances shall be prepared by Buyer at its expense and executed by Sellers. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.
- 11. Agency/Real Estate Commission. Sellers and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.
- 12. <u>Settlement</u>. Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.
- 13. Notice of Disclosure or Disclaimer Statements; Lead-Based Paint. Buyer is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-

702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

- 14. <u>Documentary Stamps, Recordation, Transfer Taxes</u>. At present, under applicable law, no transfer and recordation taxes and fees are payable in connection with the sale of the Property. If the law changes, Buyer shall pay those taxes and costs.
- 15. <u>Assignability</u>. This Contract may not be assigned without the written consent of Sellers, said consent not to be unreasonably withheld.
- 16. <u>Captions</u>. The marginal captions of this Contract are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.
- 17. Entire Agreement. This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.
- 18. Maryland Law Applies. This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.
- 19. Breach of Contract and Default. Buyer and Sellers are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Sellers, shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default.
- 20. <u>Binding Effect</u>. This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians
- 21. <u>Gender/Tense/Conjugation</u>. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

- 22. <u>Jury Trial Waiver</u>. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT.
- 23. <u>Counterparts</u>. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 24. <u>Signing by Facsimile or Other Electronic Means</u>. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Contract. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.
- 25. Addenda. The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

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

WITNESS:	MAYOR AND CITY COUNCIL OF CUMBERLAND
	By:
Stacy Ula	Date Steve Herker
Janny Latton	Date 3/30/22 Wendy Herker Date

File Attachments for Item:

. **Order 26,989** - accepting the recommendation from the Planning and Zoning Commission, dated March 28, 2022, to (1) approve a Zoning Text Amendment (ZTA #22-01) to amend the "Recreation, Amusement, Entertainment" section of the Use Regulations Table (Section 25-132) to define Fantasy Gambling as a permitted use in all city zones besides residential; (2) amend Section 11-132, entitled "Gambling," to support the proposed amendments to the Use Regulations Table; and (3) authorize the commencement of procedures to effect the amendments

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 26,989

DATE: April 5, 2022

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

THAT, the recommendation from the Cumberland Planning and Zoning

Commission, dated March 28, 2022, to approve a Zoning Text Amendment (ZTA #22-

01) to amend the "Recreation, Amusement, Entertainment" section of the Use

Regulations Table (Section 25-132) to define Fantasy Gambling as a permitted use in all

city zones besides residential (i.e. B-L, B-H, B-CBD, B-C, I-G, G-C, G-I), and also amend

Section 11-132 of the City Code, entitled "Gambling," to support the proposed

amendments to the Use Regulations Table, be and is hereby accepted; and

BE IT FURTHER ORDERED, that formal procedures to approve the

recommended amendment to the City Code shall be commenced.

Raymond M. Morriss, Mayor



DEPARTMENT OF ENGINEERING

TO:

Jeff Silka, City Administrator

FROM:

Morgan Alban, GIS Specialist

DATE:

March 30, 2022

RE:

ZTA 22-01 – Fantasy Gambling

Please find attached a report approved by the Planning Commission (by a 2-0 vote) at its March 28, 2022 regular meeting recommending approval by the Mayor and City Council of a Zoning Text Amendment (ZTA 22-01). This text amendment was prepared by staff as a petition to provide guidance and permission for Fantasy Gambling within the City of Cumberland limits.

Under the Land Use Article of the Annotated Code of Maryland, this report must be presented to the Mayor and City Council at a regular meeting and a date scheduled for a final public hearing by the Mayor and City Council before the ordinance may be adopted. Therefore, we would like to request a public hearing date at which tike I can explain the proposed amendment and answer any questions the Mayor and Council members may have. Once the hearing has been scheduled, I will prepare the required public notice and submit it to Margie Woodring for publication in the Cumberland Times-News as prescribed by Maryland Law. Please feel free to submit the draft ordinance language to our City Solicitor for his use in preparing the final Ordinance.

If you have any additional questions, please let me know. I will transmit a copy of this memo to Margie Woodring by e-mail, along with an editable computer file copy of the proposed ordinance. Thank you for your assistance.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR. EUGENE T. FRAZIER JOSEPH P. GEORGE LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY F. SILKA

CITY ENGINEER

ROBERT L. SMITH, P.E.

Attachment

Cc:

Margie Woodring (via e-mail)



ZTA 22-01 – FANTASY GAMBLING

Proposed Zoning Text Amendment March 28, 2022

NOTE: (New language to be added is depicted in **bold-faced capital letters** and language to be deleted is depicted in strikethrough font)

Introduction:

In 2021, the State of Maryland passed legislation legalizing sports betting and fantasy sports competitions at licensed facilities. Area businesspersons have expressed interest in obtaining such licenses. The Mayor and City Council intent to pass legislation authoring that activity subject to state law. The City of Cumberland's current Zoning Ordinance does not address gambling facilities. The proposed Zoning Text Amendment would define gambling and amend the Use Regulations Table so as to designate the zoning districts where gambling will be permitted.

AMEND SECTION 11-132 – GAMBLING AS FOLLOWS:

Sec. 11-132. - Gambling.

- a) No person within the city shall set up, keep or maintain any faro table, faro bank or gambling device or run a gaming table or game of chance of any kind, except those not prohibited under the general laws of the state.
- b) No owner, proprietor, lessee or occupier of any house or building shall knowingly permit gambling on his **SUCH** premises.
- c) SUBSECTIONS (A) AND (B) SHALL NOT APPLY TO STATE-LICENSED FANTASY COMPETITIONS AND SPORTS WAGERING PERMITTED UNDER AND IN ACCORDANCE WITH SUBTITLES 1D AND 1E OF TITLE 9 OF THE STATE GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.
- d) If any person is arrested and convicted with a violation of any gaming law of the city, and there is taken into custody in connection therewith any gaming device or gambling paraphernalia used in connection with such offense or incident thereto, such gambling device or paraphernalia shall be confiscated and destroyed by the chief of police.

AMEND SECTION 25-23 – DEFINITIONS AS FOLLOWS:

GAMBLING FACILITY MEANS A BUILDING OR OTHER STRUCTURE USED, IN WHOLE OR IN PART, FOR GAMBLING PERMITTED UNDER STATE LAW AND SECTION 11-132 OF THE CITY CODE.

USE REGULATIONS TABLE

Key:											
P Permitted Use											
C Conditional Use											
P* Permitted only within cluster develop	ments (pursuant to a	rticle IX	ζ)								
USE DESCRIPTION	R-E	R-S	R-U	R-O	B-L	В-Н	B-	В-С	I-G	G-C	G-I
							CBD				

Residential			10.35				i i i i i		diple:		
Single-family detached dwellings	P	P	P	P		T	C	T	\neg	P	P
Single-family attached dwellings	P*	P*	P	P			P		_	P	P
Two-family dwellings	P*	P*	P	P		\top	P	_	+	P	P
Low-rise apartments		P*	P	P	_	_	P	_	+	P	P
Mid-rise apartments	_		1	P	_	_	P	_	+	+	+
High-rise apartments			+	P	+	+	P	+	_	+	+-
Bed and breakfasts	P	1	P	P	P	+	P	_	_	P	P
Dwelling units/mixed Use	+	+	+-	+-	P	P	P	P	+	P	P
Boarding houses/hostels	_	+	+	P	P	P	P	+	+-	P	P
Home occupations	P	+	P	P	P	P	P	P	P	\rightarrow	- n
Home offices of convenience	P	P	P	P	P	P	P		_	P	P
Residential conversions	1	1	P	P	P	P	P	P	P	P	P
Group homes	P	P	P	P	+	_	+	-	-	P	P
Assisted living subject to the provisions of the	P	P			+	-	+			P	P
zoning district	P	P	P	P	1		P			P	
Mobile home parks pursuant to the city's mobile	+	+	+	+-	+	-	+	+			+-
home park ordinance			C						1		
Private residential garage	C		10	+_	+	_				+	
	I C	C	C	C	1						
Commercial Uses/Sales Motels betals and motor inno	T	T	-	-	1 -	1-			_		-
Motels, hotels, and motor inns	+	+	+	+-	P	P	P	P		P	P
Retail buildings (less than 5,000 sq. ft.)	-	-	+	C	P	P	P	P	P	P	P
General merchandise buildings (more than 5,000					C	P	P	P	P	P	P
sq. ft. but less than 20,000 sq. ft.)		-	+			+					
Retail centers (20,000 sq. ft. or greater)		-	-	4		P	P	P	P	P	P
Planned shopping centers						P	P	P	P	P	P
Retail/accessory light manufacturing				C	P	P	P	P	P	P	P
Flea markets					P	P	P	P	P		
Repair services such as shops for household appliances, watch, shoe, bicycle, and lock repair and other similar services				C	P	P	P	P	P	P	P
Building materials yards	_		+	+	+	P	_	P	P	+	P
Contractor's equipment storage yard or plant	-	_	+	+	-	+		P	P	+	C
Wholesale businesses, warehouses, and similar	_		+	+	+	+	-	P	P	+-	C
non-processing storage and distribution uses, except bulk storage of chemicals, petroleum products, and								ľ	r		
other flammable, explosive, or noxious materials											
Bulk plants									P		
Manufacturing								- C C 163		e vi	
Heavy manufacturing							T		P	T	T
Light manufacturing and assembly						P	C	P	P		P
Incinerators									P	1	╁
Junk yard (salvage yard)			1				1	1	C	_	+
Restaurants, Bars, Nightclubs	NO. TO	1		100				Brill Land	TO EACH		-
Restaurants, general			T	IP	P	P	P	P	P	P	P
Restaurants, fast food, with drive-thru service			1	C	C	P	C	P	P	P	P
Restaurants, fast-food, w/o drive-thru service		1		P	P	P	P	P	P	P	P
Brewpubs, microbreweries				+	P	P	P	P	P	P	P
Bars and nightclubs		1	1	+	P	P	P	P			
Office, Clerical, Services Not Related to Sale of Go	ode			To be	P] P	1 P	1 P	P	P	P
Government uses	P	P	P	P	P	I p	I D	I n	T p	LD	In
Banks and financial institutions	1	ľ	1		_	P	P	P	P	P	P
Banks and financial institutions Banks and financial institutions, including drive-in			-	P	P	P	P	P	P	P	P
service places			1	C	P	P	P	P	P	P	P
Personal service establishments			+	10	+		-	+	-	-	-
			-	C	P	P	P	P	P	P	P
Health clubs or spas			-		P	P	P	P	P	P	P
Commercial laundry establishments			-			C		P	P	C	P
Professional services, including but not limited to				P	P	P	P	P	P	P	P
offices of realtors, lawyers, clergymen, teachers, architects, engineers, insurance agents, etc.			1		1	1	1		1		1

Business, administrative, or corporate offices for public agencies, nonprofit organizations, or private corporations P P P P P P P P P	Kennels							T	P	P		TC
public agencies, nonprofit organizations, or private corporations or comporations or provided and any comporations or provided and any comporations or provided and any comporation areas, and other similar sussemploying open land with open structures	Business, administrative, or corporate offices for				P	P	P	P		_	P	P
Comporations	public agencies, nonprofit organizations, or private				-	1	1	^	1	1	1	11
C												
C	Child day care homes	P	P	P	P						P	_
Ministorage facilities	Child day care centers	C	C	P	P	Р	\top	P	\neg	\neg		-
Health Care and Related Uses	Mini-storage facilities				+	1-	P	+	P	P	+	P
Laborstorics, medical	~ ~			7			1	-	E 15 /1	1	-	11
Laboratorics, medical		TC	$\overline{}$	TC	T p	_	_	_		_	_	T
Ambulatory health care facilities			+		_	C	D	- D	10	-	n	+
Adult day treatment, domiciliary care facilities C C C C C C C C C C C C C C C C C C			+							-		
Convalescent homes C C C P Intermediate care facilities C C C P Motor Vehicle Related Sales & Service Automobile sales/service establishments, including used car lots Truck, farm equipment, mobile home, boat, and recreational vehicle sales/service establishments Auto service stations/convenience stores Auto repair stations Auto repair stations C P P P P P P P P P P P P P P P P P P			+				10			10	10	10
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Intermediate care facilities			+-			+	-	+	-	_	-	_
Motor Vehicle Related Sales & Service			+			+	+	+-		_	4	_
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areas, conservation areas, and other similar uses employing open land with open structures P P P P P P P P P P P P P P P P P P						C	P		P	P		P
employing open land with open structures Gambling Facilities Adult Businesses¹ Adult retrainment establishments Adult retrail establishments Backet Funeral Homes Cemeteries Cemeteries Cemeteries Cemeteries Cemeteries Community and cultural enter of educations institutions including schools for dance, music, art, drama, and other similar activities Clubs, lodges, or social buildings Chaboratories, research Railroad terminals, repair yards, and facilities Railroad terminals, repair yards, and facilities Off-street parking lots P P P P P P P P P P P P P P P P P P P		P	P	P	P	P	P	P	P	P	P	P
P P P P P P P P P P P P P P P P P P P		1	1	1	1		1	1		1	1	
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Adult entertainment establishments			1			P	P	P	P	P	P	P
Adult retail establishments											100	
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Funeral homes	Cemeteries and Funeral Homes										i i	
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permitted by the state department of education) Dormitories, fraternity and sorority houses Places of worship and related uses P P P P P P P P P P P P P P P P P P P		-			-	1		"				
Dormitories, fraternity and sorority houses Places of worship and related uses P Private commercial educational institutions including schools for dance, music, art, drama, and other similar activities Clubs, lodges, or social buildings C C C C C C C C C C C C C C C C C C C												
Places of worship and related uses P P P P P P P P P P P P P P P P P P					P					+	t	+-
Private commercial educational institutions including schools for dance, music, art, drama, and other similar activities Clubs, lodges, or social buildings Clubs, lodges, or social buildings C C P P P P P P C Laboratories, research Transportation/Infrastructure Facilities Railroad terminals, repair yards, and facilities Motor freight terminals P P P P P P P P P P P P P P P P P P P		P	P	P		P	P	p	- p	+	P	+
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other similar activities Clubs, lodges, or social buildings Community and cultural center buildings C C P P P P P P C C C P P P P P P C C P P P P		1			1	1 ^	1.	1.			1	1
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Transportation/Infrastructure Facilities Railroad terminals, repair yards, and facilities Motor freight terminals Passenger terminals including taxi stands, bus, and rail passenger stations and shelters Off-street parking lots P P P P P P P P P P P P P P P P P P P		† -		+	<u> </u>	+	+	+-		D	+	C
Railroad terminals, repair yards, and facilities P Motor freight terminals Passenger terminals including taxi stands, bus, and rail passenger stations and shelters Off-street parking lots PPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP		_		in ston		_		_	1.	1.	-	10
Motor freight terminals Passenger terminals including taxi stands, bus, and rail passenger stations and shelters Off-street parking lots P P P P P P P P P P P P P P P P P P P		Т	T	T	T	T	T	T	T	P	T	T
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rail passenger stations and shelters Off-street parking lots P P P P P P P P P P P P P P P P P P		-	+	+	+	+	- n	+ n	-	P	+	+-
Off-street parking lots PPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP			1	1	1		P	P			1	
Communications towers PPPPPPPPPPPP	The state of the s	D	D D	- D	B	D	n	12	- P	+-	 	+-
						_				_		
												P

^{1*} Adult businesses may not be located within 1,500 linear feet of any public library, public park, public playground, school, church or similar place of worship, child care center, community center, or residence.

Wind energy system, large				1			T				
Wind energy system, small	C	С	C	С	C	С	C	C	C	С	C
Agricultural Operations					10		STREET				
Agricultural, horticultural, and forestry uses	P							I			
Nurseries for growing of flowers, trees, and shrubs not for sale on the lot	P	P	P					P			P
Nurseries for growing of flowers, fruits, vegetables, trees, and shrubs for sale on the lot	P				P	P		P	P	P	P

NOTES:

- 1. Permitted and prohibited uses in the Conservation District are presented in section 25-142.
- 2. Permitted and prohibited uses in the Rehabilitation and Redevelopment Floating Zone District are presented in section 25-144.
- 3. All public, professional, commercial, industrial, or other non-residential uses; all multi-family dwelling uses; all temporary structures; and certain other uses designated in sections 25-139 (steep slope development), 25-140 (development within floodplains, streams, and buffer areas), 25-141 (preservation of habitats of threatened and endangered species), 25-143 (gateway districts), and article X (Viewshed Protection Overlay District) are subject to the provisions of article VIII (site plan review).

(Ord. No. 3796, § 2, 6-7-16; Ord. No. 3828, § 1, 1-2-18; Ord. No. 3860, § 1(Att.), 10-15-19)

[X]	Recommend adoption of the Zoning Text Amendment to the Mayor and City Council following findings of fact and recommended conditions:	in accordance with the
	The Commission adopts the findings, recommendations and conditions set forth in	
	the Staff Report.	
[]	Recommend denial of requested Zoning Text Amendment to the Mayor and City Council findings:	, based on the following
		•:
	-	
Motion	by:	
Second	led by:	
Vote:		
	In favor of motion: 2 Opposed: 0 Abstained:	
Numbe	r of voting members present:3	
Signed:	John Jacobs Date: 3/28/22	
Chair 6	7 //	
110	Date: 3/28/2	2
Secreta	Cumberland Planning Commission	

File Attachments for Item:

. Order 26,990 - appointing Joseph P. George to the Evitts Creek Steering Committee as the City Council representative effective April 5, 2022

- Order -

of the

$\underset{\text{MARYLAND}}{\textbf{Mayor and City Council of Cumberland}}$

ORDER NO. 26,990 DATE: April 5, 2022

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

THAT, Joseph P. George be and is hereby appointed to the Evitts Creek Steering Committee as the City Council Representative effective this date.

Raymond M. Morriss, Mayor