



Mayor and City Council of Cumberland

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

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

AGENDA

(Revision II)

Regular Meeting

57 North Liberty Street, City Hall, Cumberland, MD

DATE: July 16, 2019

OPEN SESSION - 6:15 p.m.

I. Pledge of Allegiance

II. Roll Call

III. Statement of Closed Meeting

1. Summary Statement of the closed meeting held July 9, 2019

IV. Presentations

1. Recognition of the local 2019 National Marbles Tournament winners Kobi Wright, Jovie Breitfeller, Lindsay Fleming, and Harley Twigg
2. Progress update on the West Side Bridges

V. Proclamations

1. Proclaiming August 6, 2019 as National Night Out in Cumberland

VI. Director's Reports

(A) Fire

1. Fire Activity Report for the Month of May 2019
2. Report of Fire Department Activity for the Month of June, 2019

(B) Police

1. Police Department monthly report for June, 2019

(C) Administrative Services

1. Administrative Services monthly report for June, 2019

VII. Approval of Minutes

1. Approval of the Closed Session Minutes of May 14, 2019

VIII. New Business

(A) Ordinances

Ordinance 3856 (*1st reading*) - to repeal and reenact Section 13-105 of the City Code pertaining to the parking of trucks, trailers and other similar vehicles and equipment on public streets

Ordinance 3857 (*1st reading*) - amending the official Zoning Map in Section 25-1 of the City Code to rezone five properties located at 701-713 Elm Street from R-U (Urban Residential) to B-C (Business Commercial)

(B) Orders (Consent Agenda)

Order 26475 - authorizing the Mayor and Chief of Police to enter into a Memorandum of Agreement recreating the Allegany County Combined Criminal Investigation (C3I) Unit

Order 26,476 - authorizing payment to CBIZ Insurance Services in the amount of \$32,500 for Risk Management Services for the period July 1, 2019 to June 30, 2020

Order 26,477 - accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2019 - June 30, 2020 for the estimated amount of \$1,109,845 and authorizing the City Administrator to execute the necessary documents to effect this coverage

Order 26,478 - waiving the permit fees for Phase I of the construction of a shell building for the Allegany County Animal Shelter Management Foundation

Order 26,479 - authorizing a tax abatement for the 2019 and prior tax years for 884 Sperry Terrace, 307 Broadway, 17 Paw Paw Alley, 215 Knox Street, 411 S. Central Ave., 1016 Ella Avenue., and 624 Maryland Ave.

Order 26,480 - approving an amendment to the Community Development Block Grant Program funding effective July 16, 2019

Order 26,481 - authorizing a Residential Exemption from the Special Taxing District Levy for 45 N. Centre St., 50-52 N. Centre St., and 43-45 N. Liberty St.

Order 26,482 - authorizing execution of a Cost-Share Agreement with MDE relative to the 78" Parallel Pipeline from Mill Race to CSO Storage Project, providing that MDE will pay up to 87.5% of the total project cost in Bay Restoration Funds, not to exceed \$20,097,656

Order 26,483 - authorizing execution of a Cost-Share Agreement with MDE relative to the Decatur Street 24" Crosstown Water Main Replacement Project, providing that MDE will pay up to 25% of the total project cost in Water Supply Grant Funds, not to exceed \$703,000

Order 26,484 - accepting the sole source proposal from Carl Belt, Inc., to make emergency temporary repairs to the Baltimore Street Bridge in the lump sum amount not to exceed \$82,000

[Order](#) 26,485 - accepting the bid from C&T Mechanical for the Smouses Mill Pumping Station Upgrades (29-18-W) in the estimated unit cost of \$220,000 and rejecting all other bids

[Order](#) 26,486 - accepting the bid of Bennett, Brewer and Associates, LLC to provide engineering services for the Decatur Street 24" Crosstown Water Main Project (31-17-W) in the total lump sum amount of \$54,779 and rejecting all other bids

[Order](#) 26,487 - approving the appointment of Chris Myers to the Historic Preservation Commission to fill the unexpired term of Ruth Davis-Berlage to be effective July 16, 2019 through December 31, 2022

IX. Public Comments

All public comments are limited to 5 minutes per person

X. Adjournment

Item Attachment Documents:

1. Proclaiming August 6, 2019 as National Night Out in Cumberland



City of Cumberland
~ MARYLAND ~

Proclamation

- WHEREAS,** *the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 6, 2019 entitled "National Night Out"; and*
- WHEREAS,** *the National Night Out campaign provides a unique opportunity for neighbors in Cumberland to join over 38 million neighbors across 16 thousand communities from all 50 states, US territories and military bases worldwide; and*
- WHEREAS,** *National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and*
- WHEREAS,** *neighbors in Cumberland assist the Cumberland Police Department and local law enforcement agencies through joint community-building efforts and support National Night Out 2019; and*
- WHEREAS,** *it is essential that all neighbors of Cumberland come together with police and work together to build a safer, more caring community.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim Tuesday, August 6th, 2019 in Cumberland as

"National Night Out"

and do hereby call upon all neighbors of Cumberland to join with the City of Cumberland, the Cumberland Police Department, and the National Association of Town Watch in support of "National Night Out 2019".

**Given under our Hands and Seals this 16th day of July, in the year 2019,
with the Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.**

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

Item Attachment Documents:

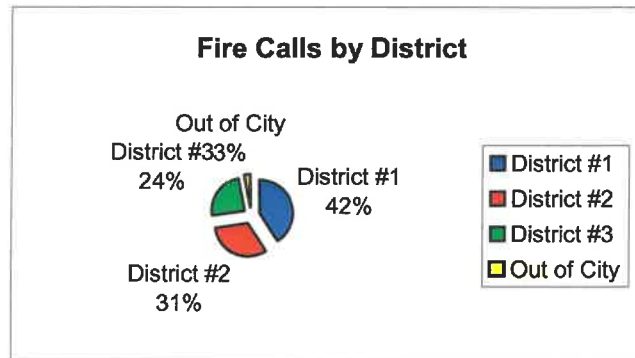
Fire Activity Report for the Month of May 2019

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

Cumberland Fire Department Responded to 127 Fire Alarms:

Responses by District:

District #1	52
District #2	40
District #3	31
Out of City	4
	<hr/> 127



Number of Alarms:

First Alarms Answered:	126
Working Alarms Answered	1
	<hr/> 127

Calls Listed Below:

Property Use:

Public Assembly	5
Educational	2
Institutional	7
Residential	58
Storage	1
Stores and Offices	7
Special Properties	39
Undetermined	8
	<hr/> 127

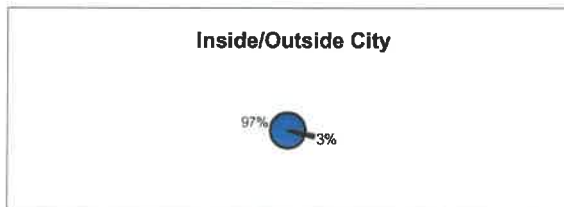
Type of Situation:

Fire or Explosion	8
Overpressure, Rupture	3
Rescue Calls	58
Hazardous Conditions	9
Service Calls	11
Good Intent Calls	21
False Calls	17
	<hr/> 127

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	\$1,540.00
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	\$26,400.00
Fire Service Fees for Fire Calls Paid in May:	\$610.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$10,070.00
Fire Service Fees for Inspections and Permits Billed in May:	\$150.00
Fire Service Fees for Inspections and Permits Paid in May:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,500.00

Cumberland Fire Department Responded to 470 Emergency Medical Calls:

In City Calls	462
Out of City Calls	15
Total	<u>470</u>



Total Ambulance Fees Billed by Medical Claim-Aid in May, 2019:	\$110,519.37
Ambulance Fees Billed Fiscal Year to Date:	\$1,329,417.09
Ambulance Fees Paid:	
Revenue received in May, 2019:	\$115,392.27
FY2019 Ambulance Fees Paid in FY2019:	\$819,839.04
All Ambulance Fees Paid in FY2019:	
(Includes all ambulance fees, current and previous fiscal years, paid in FY2019.)	\$978,663.07

Cumberland Fire Department Responded to 9 Mutual Aid Calls:

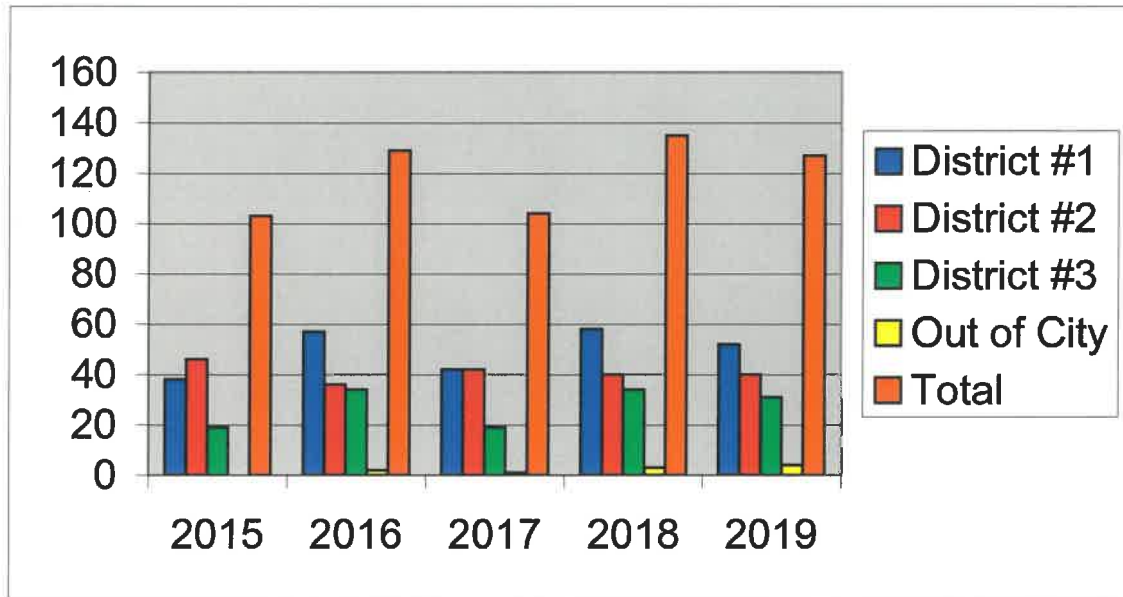
7 Mutual aid calls within Allegany County	
2 Mutual aid calls outside of Allegany County	
<u>9</u>	
Bowman's Addition VFD	4
Cresaptown VFD	2
District #16 VFD	<u>1</u>
	7
Ridgeley, WV VFD	<u>2</u>
	9

Cumberland Fire Department Responded to 6 Paramedic Assist Calls:

2 Paramedic assist calls within Allegany County	
4 Paramedic assist calls outside of Allegany County	
<u>6</u>	
Bowman's Addition VFD	1
District #16 VFD	<u>1</u>
	2
Fort Ashby, WV VFD	1
Ridgeley, WV VFD	2
Short Gap, WV VFD	<u>1</u>
	6

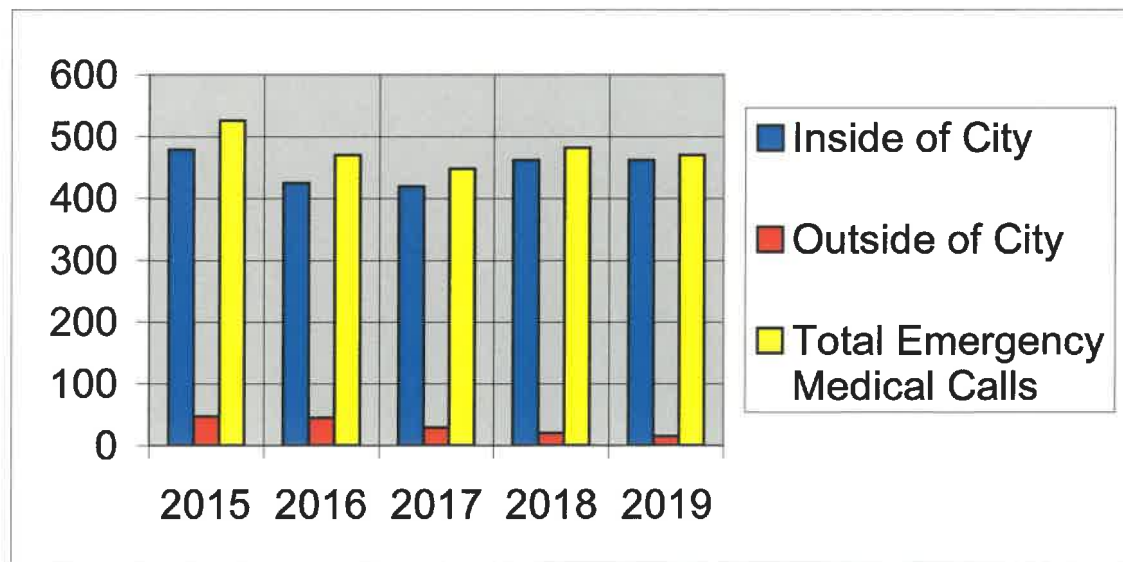
Fire Calls in the Month of May for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District #1	38	57	42	58	52
District #2	46	36	42	40	40
District #3	19	34	19	34	31
Out of City	<u>0</u>	<u>2</u>	<u>1</u>	<u>3</u>	<u>4</u>
Total	103	129	104	135	127



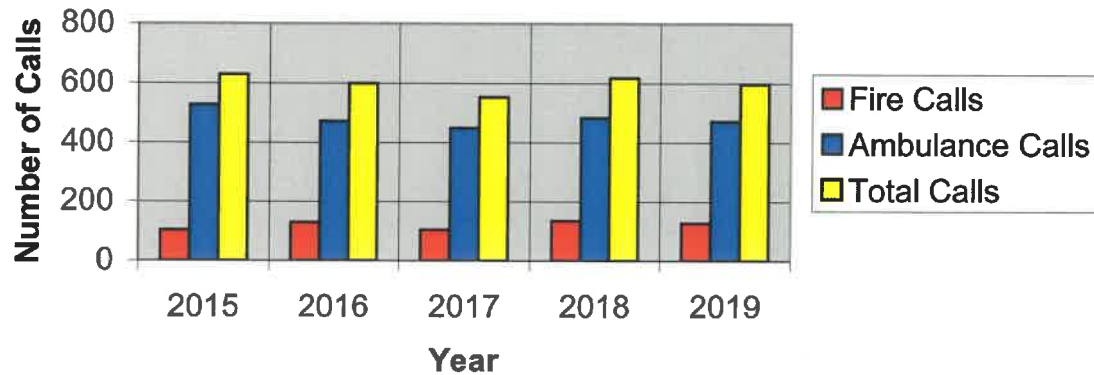
Ambulance Calls in the Month of May for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Inside of City	479	425	419	462	462
Outside of City	<u>47</u>	<u>45</u>	<u>29</u>	<u>20</u>	<u>15</u>
Total Emergency Medical Calls	526	470	448	482	470



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

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Fire Calls	103	129	104	135	127
Ambulance Calls	<u>526</u>	<u>470</u>	<u>448</u>	<u>482</u>	<u>470</u>
Total Calls	629	599	552	617	597



Training

Training Man Hours:	184
Safety Issues	4.00
Duties and Responsibilities	4.50
Crew Meetings	16.00
Pump Operations	4.50
Aerial Operations	15.00
Apparatus Check Procedures	18.00
Apparatus Inventory	36.50
SCBA Inspection and Care	9.00
SCBA Procedures	9.00
Inservice Inspections	4.00
General Driver Training	1.00
Lucas Device Orientation	0.50
EMS Protocol Updates	37.00
Ladder Training	3.00
Haz-Mat Annual Refresher	11.00
Physical Fitness	11.00
	<u>184.00</u>

Fire Prevention Bureau

Complaints Received	4
Conferences Held	71
Correspondence	16
Inspections Performed	11
Investigations Conducted	2
Plan Reviews	3

Personnel:

Captain Stephen L. Grogg was promoted to Battalion Chief on May 23, 2019. He filled the vacancy created due to Battalion Chief Vernon L. Growden's upcoming retirement on October 1, 2019.

Junior Captain William R. Davis was promoted to Captain on May 23, 2019. He filled the vacancy created by Captain Grogg's promotion to Battalion Chief.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

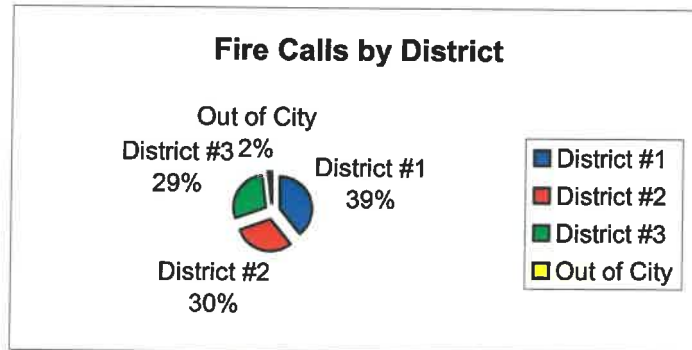
Item Attachment Documents:

Report of Fire Department Activity for the Month of June, 2019

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

Cumberland Fire Department Responded to 105 Fire Alarms:

Responses by District:	
District #1	41
District #2	32
District #3	30
Out of City	2
	<u>105</u>



Number of Alarms Answered:
 First Alarms Answered: 105

Calls Listed Below:

Property Use:	
Public Assembly	2
Educational	0
Institutional	3
Special Properties	25
Residential	61
Stores and Offices	11
Undetermined	3
	<u>105</u>

Type of Situation:

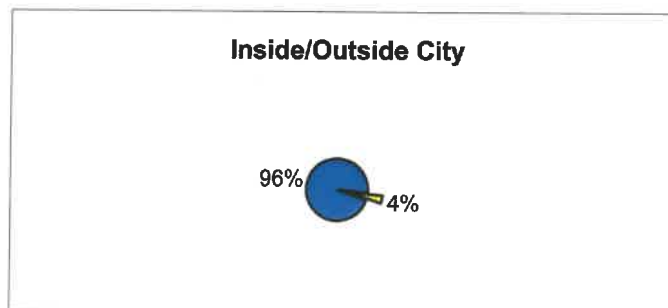
Fire or Explosion	8
Overpressure	2
Rescue Calls	56
Hazardous Conditions	7
Service Calls	8
Good Intent Calls	11
False Calls	13
	<u>105</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June:	\$1,520.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$27,920.00
Fire Service Fees for Fire Calls Paid in June:	\$320.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$10,390.00

Fire Service Fees for Inspections and Permits Billed in June:	\$50.00
Fire Service Fees for Inspections and Permits Paid in June:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,550.00

Cumberland Fire Department Responded to 485 Emergency Medical Calls:

In City Calls	465
Out of City Calls	20
Total	485



Total Ambulance Fees Billed by Medical Claim-Aid in June :	\$124,990.67
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Ambulance Fees Billed Fiscal Year to Date:	\$1,454,407.76
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Ambulance Fees Paid: Revenue received in June :	\$86,834.52
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FY2019 Ambulance Fees Paid in FY2019:	\$905,916.33
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Total Ambulance Transport Fees paid in FY2019: \$1,065,497.59
(Includes all ambulance fees, previous and current fiscal years, paid in F FY2019.)

Cumberland Fire Department Responded to 2 Paramedic Assist Calls: 0 Paramedic Assist Calls within Allegany County

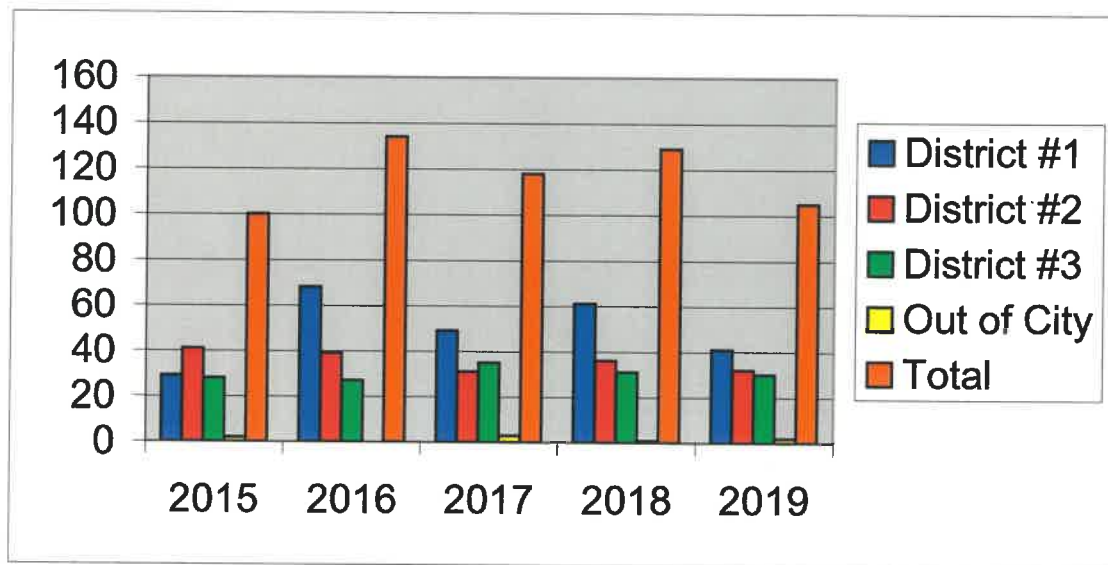
<u>2</u> Paramedic Assist Calls outside of Allegany County	
2	
Ridgeley VFD, WV	1
Wiley Ford VFD, WV	1
	<u>2</u>

Cumberland Fire Department Responded to 18 Mutual Aid Calls:

16 Mutual Aid Calls within Allegany County	
<u>2</u> Mutual Aid Calls outside of Allegany County	
18	
Bowman's Addition VFD	7
Cresaptown VFD	5
District #16 VFD	1
Flintstone VFD	3
	<u>16</u>
Short Gap VFD, WV	1
Wiley Ford VFD, WV	1
	<u>18</u>

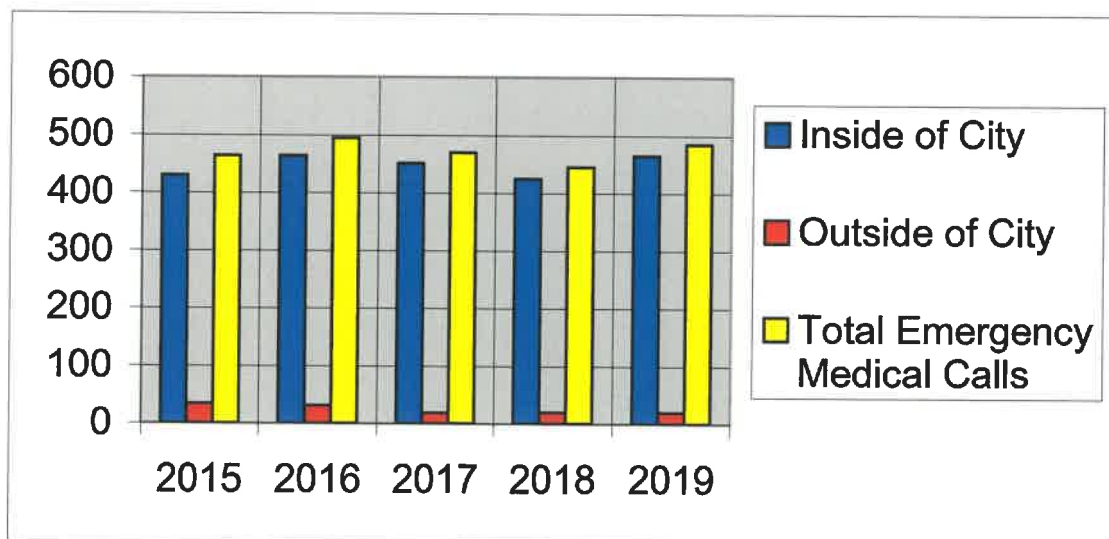
Fire Calls in the Month of June for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District #1	29	68	49	61	41
District #2	41	39	31	36	32
District #3	28	27	35	31	30
Out of City	2	0	3	1	2
Total	100	134	118	129	105



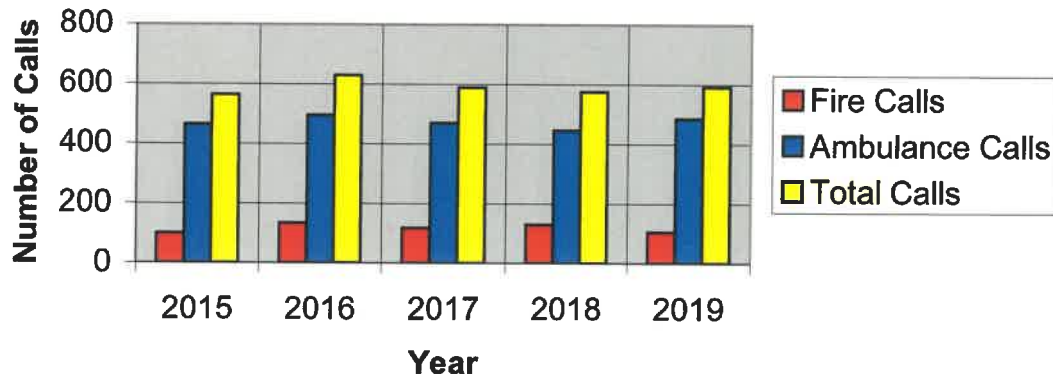
Ambulance Calls in the Month of June for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Inside of City	430	464	451	425	465
Outside of City	34	31	19	20	20
Total Emergency Medical Calls	464	495	470	445	485



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

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Fire Calls	100	134	118	129	105
Ambulance Calls	464	495	470	445	485
Total Calls	564	629	588	574	590



Training:

Training Man Hours:	250
Radio Familiarization	9.00
Pump Operations	4.00
Aerial Operations	18.00
Appratus Check Procedures	42.00
Cancer Awareness	39.00
General Driver Training	13.00
Drug Box Refresher	7.00
Circulatory System	7.00
EMS Protocol Updates	14.00
Stop the Bleed Course	26.00
General Fire Prevention	4.00
Meters	33.00
Physical Fitness	11.00
Instructor PDI	12.00
Ropes and Knots	11.00
	<u>250.00</u>

Fire Prevention Bureau:

Complaints Received	2
Conferences Held	39
Correspondence	10
Inspections Performed	2
Investigations Conducted	4
Plan Reviews	2

Item Attachment Documents:

Police Department monthly report for June, 2019



City of Cumberland Department of Police

Monthly Report

June 2019

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2019

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	6 officers
Squad D1	7 officers
Squad N1	7 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	3 officers
Military leave	2 officers

CIVILIAN EMPLOYEES: 7 full time, 10 part time

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

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1207 HOURS

COMP TIME USED: 224 HOURS

SICK TIME USED: 141 HOURS

YEAR TO DATE (beginning 7/1/18): 10524 HOURS

YEAR TO DATE (beginning 7/1/18): 2650 HOURS

YEAR TO DATE (beginning 7/1/18): 1698 HOURS

OVERTIME REPORT

OVERTIME WORKED: 230 HOURS

HOSPITAL SECURITY: 112 HOURS

COURT TIME WORKED: 144 HOURS

YEAR TO DATE (beginning 7/1/18): 3573 HOURS

YEAR TO DATE (beginning 7/1/18): 1507 HOURS

YEAR TO DATE (beginning 7/1/18): 2243 HOURS

TRAINING

21 officers trained during 5 different sessions for a total of 196 hours



City of Cumberland Department of Police

Monthly Report

June 2019

Part 1 Crimes for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Aggravated Assaults	9	14	B & E (All)	26	18	Murder	0	0	Rape	1	0
Robbery	4	6	Theft - Felony	2	0	Theft - Vehicle	4	6			

Selected Criminal Complaints for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Theft - Misdemeanor	18	25	Theft - Petty	22	32	Domestic Assaults	40	32	CDS	60	47
Disturbances	206	201	DOP/Vandalism	35	22	Indecent Exposure	2	4	Sex Off - Other	10	6
Suicide	0	1	Suicide - Attmpt.	0	2	Tampering M/V	0	0	Abuse - Child	1	1
Trespassing	4	21	Assault on Police	6	4	Assault Other	34	60			

Selected Miscellaneous Incidents for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Alcohol Violations	3	13	Juvenile Compl.	15	19	Missing Persons	11	13	School Resource	34	40
School Threat	0	0	Sex Off. Regist.	13	16	Truancy	2	4	Death Investigation	5	6

Selected Traffic Incidents for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
DWI	10	11	Hit & Run	19	15	M/V Crash	53	67	Traffic Stop	255	312

Selected Service Calls for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
Alarms	51	45	Assist Motorist	36	26	Check Well-Being	106	124	Foot Patrol	31	65
Assist Other Agency	71	68	Bike Patrol	1	19	Special Events	15	10	Suspicious Activity	85	59

Arrests Totals for the Month

	2018	2019		2018	2019		2018	2019		2018	2019
M/V Citations	45	52	M/V Warnings	211	248	Adult Arrests	181	154	Juvenile Arrests	9	20

Total Incidents Reported :

2018	2019
1,996	2,252


Charles Hinnant - Chief of Police

Item Attachment Documents:

Administrative Services monthly report for June, 2019

Administrative Services Monthly Report for June, 2019

July 16, 2019

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of June 2019:

Parks and Recreation

June 2019

Pavilion Reservations and usage for the month of June: 35 reservations

New reservation made during the month of June: 13

1 Rental of Activities Building

Seasonal Services: Amusement Park ticket sale, Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies

Sunday in the Park Concert series: Four concerts were held at the Park Amphitheater in June. Performing Artists – “Class M”, “Cory & Heather Wharton,” “the Flashbacks” and “Pro’s from Dover” Approximate attendance: 1,000

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

71st Annual Battie Mixon Fishing Rodeo was held on Saturday June 1, 2019

The event is Co-Sponsored by CSX Railroad, Wal-Mart, the City P&R, Oldtown VFW, Oldtown VFD, National Park Service – C&O Canal, Oldtown Lions Club, MD Department of Natural Resources, and various local businesses and organizations. Attendance was estimated at 1,000 with 476 children registered for the event. Approximately 708 fish were caught during the three-hour event. 26 trophies were awarded – “Casting for Kids” contest awarded 6 trophies Sponsored by the Cooper Family in memory of John W. Cooper IV. Mike Cornachia and the Oldtown Catfish Club organized the event with assistance from The Cumberland Parks & Recreation Department and a large number of volunteers.

The National Marbles Tournament in Wildwood N.J. –, Girls City Champion, Jovie Breitfeller, and Girls runner up, Lindsay Fleming, Boys City championship, Kobi Wright and, Boys runner up, Harley Twigg, represented the City of Cumberland at the 96th Annual National Marbles Tournament, held June 16-21, 2019 in Wildwood NJ.

Cumberland Hot Stove Baseball League, and various individual donations are the local sponsors of this event.

Baseball/ Softball League play and practices for June:

The City of Cumberland provides fields for the following leagues:

Pee Wee League

Girls Softball League

Dapper Dan Little League Baseball

Industrial League

Co-ed League
YMCA Soccer League

80th Season - Constitution Park Pool –

The Park Pool was open weekends until Allegany County Public Schools closed for the school year on June 13.

22 Days of Operation – paid Attendance: 3,682

Admissions using pre-purchased swim cards or season passes - 279

1,193 YMCA members and 250 Y camp participants

Other group usage total – 83

9 pool parties (276)

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

Swimming lessons began on Monday June 17.

110 days of swimming lessons, Monday – Friday 11 – 11:45 a.m. Attendance - 96

248 (Day camp participants also attended swimming lessons)

80th Birthday Party – Park Pool celebrated 80 years of operation on Tuesday June 25, 2019, with a special price day and fun activities – attendance 865

Constitution Park Day Camp

10 Days of Day Camp – Attendance: 1,006

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

Special activities at Day Camp for June: Cooperative *Extension service* provides activities related to nutrition and gardening “growing your own food”.

Summer Lunch Program the Parks & Recreation Department is the sponsor for the Summer Lunch Program in the Cumberland area. Local sites include Constitution Park Day Camp, YMCA Riverside summer program, and Baltimore Ave YMCA Family Center programs.

June meals served – Lunches: 1,352, Snacks: 1,654

June Breakfast Served at Day Camp Provided by the Summer Lunch Box Program – 189

Movies under the Stars – at the Constitution Park Pool – Friday June 14, -Hotel Transylvania 3 – Summer Vacation, Attendance: 250+, Free swim 6:30 – 8:00 p.m. -Movie began at 8:30 p.m.

Meetings attended:

June Recreation Advisory Board meeting

Staff meetings

Finance Department meeting for depositing pool and camp

Day Camp personnel training meetings

Organizational meetings and training for Lunch programs at Constitution Park Day Camp, YMCA – Riverside & Baltimore Ave.

Planning meetings for seasonal special events – Pool and other programs

Meetings related to Fireworks program

Upcoming:

July 4th Celebration and Fireworks

Movie under the stars program continues July 12 (Bumble Bee)

Six weeks of Constitution Park Day Camp remaining for the season

Sunday in the park performances continue

Community Development Report

May & June 2019

~MAY~

CODE COMPLIANCE

Code Enforcement Activity:

May: 115 new property reports with 58 of those closed.

Closed 27 add'l cases from previous months.

Nuisance & Junk Vehicle

Reported 104

Resolved 50

Property Maintenance

Reported 20

Resolved 6

Building Code

Reported 2

Resolved 1

Housing Code

Reported 5

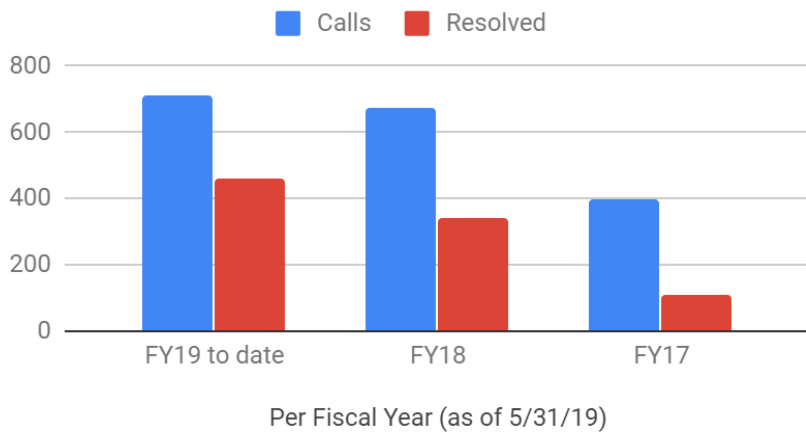
Resolved 3

Zoning

Reported 2

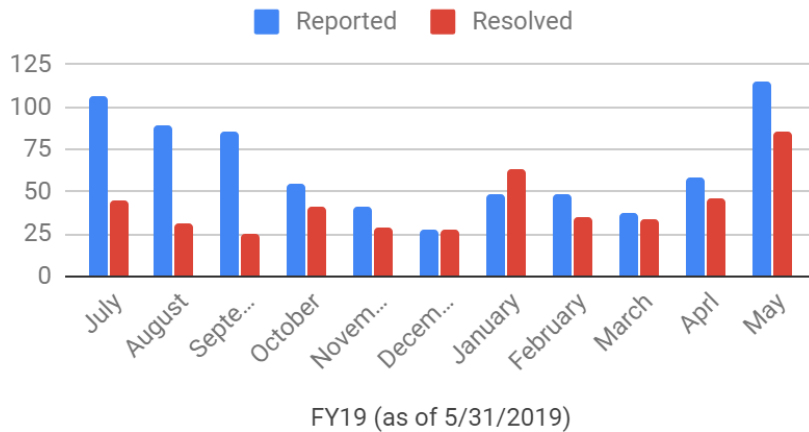
Resolved 1

Calls vs. Resolved



Note: CD is up 141% on resolving cases vs. reports compared to FY17 and a 27% increase from FY18.

Reported vs Resolved per month



Permits, Applications, and Licenses

Building Permits

Received: 22

Occupancy Permits/Plan reviews, etc.

Received: 8 Received: 1

COA Permits

Received: 5

Rental Licenses

Issued/Renewed: 5

Housing Inspections

Conducted: 30

Revenue

Building Permits.....\$2111.00
 Bldg. Permits, Miscellaneous.....626.88
 Occupancy Permits225.00
 Utility Permits0.00
 Plan Reviews, Amendments & Appeals25.00
 Municipal Infractions/Citations0.00
 Rental Licenses (new & renewals)200.00
 Inspection Requests (paid).....0.00
 Certificates of Appropriateness150.00

TOTAL.....\$3,337.88

Demolition Permit - Bonds\$1,500.00

(#s pulled from AS400 in Code Technician's absence.)

Community Services Activity (notable from norm):

- Attended 4 Citizen Software meetings
- Held 1 National Night Out planning meeting (8/6 Main event, 8/5 Kick-off Event/Swim & Movie)
 - Press release to media, B.O.E. distributed coloring sheet to schools
 - 57 committed, 49 spaces to be set up at event as of 5/31/19
 - Submitted various invoices for payment
- SCBCA May meeting - Halloween Parade Planning
 - State update from Del. Mike McKay

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG) Monthly Activity	June Report	2019				
Activity	Year	Initial Fund	ERR	Contract	Spent	Remain
Amtrak Phase 2 - Mechanic St.	15 & 16	97811	x		97811	\$0.00
ADA Sidewalk Imps (Cumberland St)	2015	110000	x		20517.54	\$89,482.46
Mechanic Street	2015	11607.72			11607	\$0.00
Mechanic Street	2016	138040.02			61061.48	\$76,978.52
Mechanic Street	2017	78296.85			0	\$78,296.85
Mechanic Street	2017	50489.21	x		0	\$50,489.21
CB Sidewalk funds Bellevue R partial	2017	101489.22			0	\$23,192.37
Amtrak Infrastructure Improvements Phase 4/Mech. St	2017	50489.21	x		0	\$50,489.21
YMCA Lower Level Rehab Ph. 4	2018	94122	x		0	\$94,122.00
CHNS Closing Cost Grant	2018	13403	x	x	0	\$13,403.00
Friends Aware, Inc. Facility Rehab Ph. 4	2018	79913	x	x	63001.05	\$51,748.80
Salvation Army Facility Rehab: HVAC Rep- pending	2018	63403	x	x	0	\$63,403.00
Central Bus District Commercial Accessibility Design	2018	13403			0	\$13,403.00
Family Crisis Resource Center Operations	2018	10903	x	x	7498.26	\$3,404.74
Hous. Authority JFV Sidewalk Repl. Proj. Ph. 3	2018	54154	x	x	36000	\$87,740.42
Archway Station Inc., Health Home Program	2018	6153	x	x	6153	\$0.00
Associated Charities Short Term Prescription	2018	11403	x	x	11403	\$0.00
Associated Charities Long Term Prescription	2018	16403	x	x	11687.2	\$4,715.80
Incredible Years Parenting Program (The Fam. Junct.)	2018	16403	x	x	8983.07	\$7,419.93
HRDC Emergency Assistance Program	2018	21653	x	x	19166.81	\$2,486.19
AHEC West Denture Clinic	2018	7903	x	x	5900	\$2,003.00
AHEC West Health Right Dental Access Program	2018	10903	x	x	7841.31	\$5,705.00
Amtrak Ph. 4 Infrastructure : Mechanic St phase	2018	136923	x	x	0	\$136,923.00
correct on 6/11/2019	PRE-	June 19 dr	POST	May19 draw		
		Orig			Spent	Remain
2017 Admin	2017	120806.21			91695.21	\$29,111.00
2017 Indirect Cost	2017	9683			9683	\$0.00
2017 Fair Housing	2017	10489.21			9390.45	\$1,098.76
2018 Admin	2018	125322			39573.77	\$85,748.23
2018 Indirect Cost	2018	10081			7560	\$2,521.00

2018 Fair Housing	2018	13403			6360.53	\$7,042.47
completed 3 activities this month						

Community Development Programs Manager Report

- Prepared and advertised the meeting agenda for the May 8th Historic Preservation Commission meeting
- Submitted the final report to the Allegany Arts Council for the Creative Place Making grant program which provided \$4,000 to the new sound garden at Constitution Park
- Worked with the Sustainable Communities Workgroup to complete the development and prioritization of this year's Community Legacy project requests
- Presented the prioritized list of projects for the 2019 Community Legacy application at the 5/7 meeting if the Mayor and City Council
- Assisted the Historic Preservation Commission in their 5/8 review and approval of five projects within the Canal Place Preservation District
- Working with Citizenserve, the Code Enforcement section of the new Community Development software is nearly complete. This is the first of the modules to reach this stage of completion.
- Attended the Preservation Maryland workshop in Hagerstown on 5/14 regarding Opportunity Zones
- Working with Engineering Department staff, a plan was developed to utilize interns working in the department over the summer to collect the inventory data needed to assist the Parks and Rec Board in establishing a Five Year Plan
- The Leasehold Improvement Funding Agreement for 70 Pershing Street was fully executed with Kenneth Weedon -Cuts of Encouragement and executed remaining Leasehold Improvement Program grant agreements with project representative of 206 North Centre Street and 208 North Centre Street
- Assisted City staff and the Parks and Recreation Board to prepare for the Del-abration concert event held at Constitution Park on 5/22/19
- Met with Melinda Markle from Miracle Recreation to review the site for the inclusive play area at Constitution Park and provided project goals in order to receive an estimate for the work
- Prepared for and participated in a work session with members of the Mayor and City Council and the Historic Preservation Commission to discuss historic preservation/planning

~JUNE~

CODE COMPLIANCE

Code Enforcement Activity:

June: 65 new property reports with 20 of those closed.
Closed 32 ad'l cases from previous months.

Nuisance & Junk Vehicle
Reported 56

Property Maintenance
Reported 7

Building Code
Reported 0

Resolved	39	Resolved	4	0
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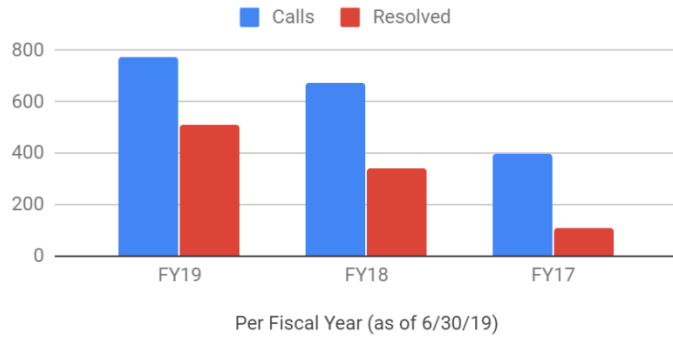
Housing Code

Reported	5
Resolved	3

Zoning

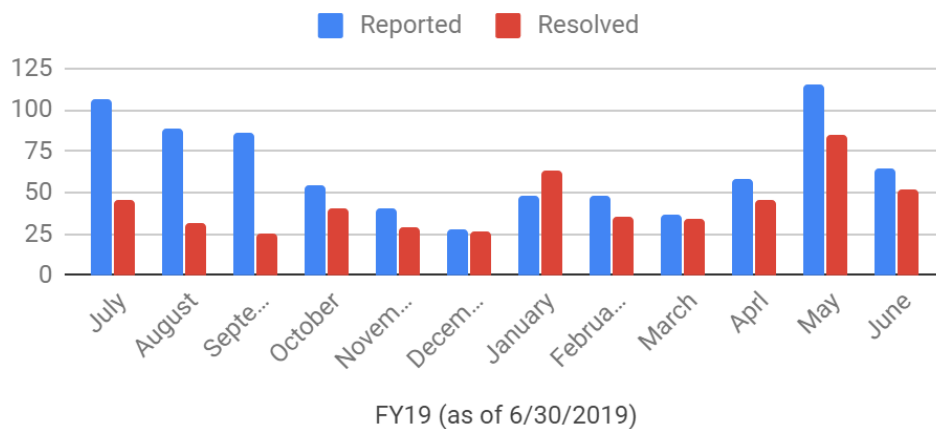
Reported	3
Resolved	2

Code Violations Reported vs. Resolved per FY



Note: CD is up 144% on resolving cases vs. reports compared to FY17 and a 29% increase from FY18.

Code Violations Reported vs. Resolved per month



Permits, Applications, and Licenses

Building Permits

Received:

Issued:

COA Permits

Received:

Issued:

Occupancy PermitsPlan reviews, etc.

Received:

Issued:

Rental Licenses

Issued/Renewed:

Issued:

Received:

Issued:

Housing Inspections

Conducted:

Issued:

Revenue

Building Permits.....\$

Bldg. Permits, Miscellaneous.....

Occupancy Permits.....

Utility Permits

Plan Reviews, Amendments & Appeals.....

Municipal Infractions/Citations

Rental Licenses (new & renewals)

Inspection Requests (paid).....

Certificates of Appropriateness

TOTAL.....

Demolition Permit - Bonds

Community Services Activity (notable from norm):

- Attended 3 Citizen Software meetings
 - Prepped housing inspection letters, and top inspection violations list for upload
- Held 2nd National Night Out planning meeting 6/9 (Main event 8/6, Kick-off Event/Swim & Movie 8/5)
 - 65 organizations participating, 59 spaces to be filled at event as of 6/30/19
 - Sent Award Entry letter to NATW, due 6/5
 - Preparing Agenda due to NATW by 7/5
- Updated Recycling and Solid Waste sheets for Environmental Specialist and Code Compliance for use as a handout.
- Wrote procedure for new 'Been Verified' search site which replaces People Smart; then shared instructions for use with CD staff.

Code Compliance Manager Report – Noted Activity

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG) Monthly Activity: June 2018											
Activity	Year	Initial Fund	ERR	Contract	Spent	Remain	% Complete				
Balt/Amtrk Infrastructure Imps Trash Cans	2013	\$148,818.06	x	x	\$144,663.00	\$4,155.06	96.09%	adde d			
Balt/Amtrk Infrastructure Imps/Mechanic St	2014	\$181,820.00	x		\$48,300.00	\$133,520.00	26.56%	re-alloca t		13-Ju n	
NM /Property Improvements Prog	2015	\$10,000.00	x		\$8,751.35	\$1,248.65	87.51%				
CNHS Closing Cost Grants	2016	\$32,000.00	x	x	\$15,212.35	\$16,787.65	38.16%				
ADA Sidewalk Imps (Cumberland St)	2015	\$50,000.00			\$18,117.54	\$31,882.46	36.24%	adde d	60,000	13-Ju n	2014 fun d
YMCA	2016	\$67,981.00	x	x	\$67,981.00	\$0.00	100.00%				

Rehabilitation Phase 2 (lower Level)											
HRDC Rental Rehabilitation (3)	2016	\$25,533.00	x	x	\$0.00	\$25,533.00	0.00%				
Goethe Street ALU	2016	\$138,040.02	underway		\$0.00	\$138,040.02	0.00%				
Amtrak Phase 2 - Mechanic St.	15 & 16	\$97,811.00	x		\$0.00	\$97,811.00	0.00%				
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	\$15,500.00	x	x	\$0.00	\$15,500.00	0.00%				
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	\$60,489.21	x	x	\$11,408.00	\$49,081.21	0.00%				
Friends Aware, Inc. Residential Rehabilitation	2017	\$49,882.21	x	x	\$16,627.41	\$33,254.80	0.00%				
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	\$80,003.81	x	x	\$80,003.81	\$0.00	100.00%	added			
George St. ADA Sidewalks Project	2017	\$50,489.21	x		\$0.00	\$50,489.21	0.00%				
CB Sidewalk funds Bellevue	2017	\$101,489.22			\$0.00	\$101,489.22	0.00%				
Homestead Acquisition	2017	\$53,813.29	x	x	\$53,813.29	\$0.00	100.00%				
Family Crisis Resource Center Shelter	2017	\$10,489.21	x	x	\$10,489.21	\$0.00	100.00%				
Archway Station WRAP Youth Program	2017	\$3,096.21	x	x	\$3,096.21	\$0.00	100.00%				
Short Term Prescription program	2017	\$7,489.21	x	x	\$7,489.21	\$0.00	100.00%				
Long Term Prescription Program	2017	\$15,489.21	x	x	\$11,055.24	\$4,433.97	71.37%				
Family Junction Parenting Program	2017	\$15,489.21	x	x	\$11,213.60	\$4,275.61	72.40%				
Cavanaugh Ballfield - Imps. 2	2017	\$55,489.21	x		\$0.00	\$55,489.21	0.00%	added	73,520	13-Jun	2014 fund
HRDC Emergency Homeless	2017	\$20,489.21	x	x	\$15,942.27	\$4,546.94	77.81%				

Prevention Program											
Denture Clinic 2017	2017	\$6,489.21	x	x	\$895.02	\$5,594.19	13.79%				
Emergency Dental Access	2017	\$10,489.21	x	x	\$4,782.10	\$5,707.11	45.59%				
Amtrk Infrastructure Improvements Phase 4	2017	\$50,489.21	x		\$0.00	\$50,489.21	0.00%				
correct on 6/14/2018	PRE -	June 18 drw	POST	May 18 drw							

Community Development Programs Manager Report

- Completed a presentation to the Daughters of the American Revolution on June 4th to provide an overview of projects and accomplishments that have taken place over the last twenty years at the George Washington's Headquarters/Riverside Park on Greene Street
- Assembled the Historic Preservation Commission's June 12th meeting packets and provided public/media notice of the meeting agenda
- Received final information for all project proposals to be included in this year's Community Legacy application
- Obligated all remaining funds for the Centre Street Parklet project
- Drafted all Certificates of Satisfaction for forgivable loans that have reached their term and which were funded through the Community Legacy Code Compliance Program in 2009.
- Provided determination letters to all applicants for a Certificate of Appropriateness which were reviewed at the June 12th meeting of the Historic Preservation Commission
- Provided summaries to the members of the Parks and Recreation Board of projects to consider and prioritize for this year's Community Parks and Playgrounds Application. This prioritization was completed on June 28th. The application is due August 12th to the Department of Natural Resources.
- Attended the statewide meeting of preservation planners in Frederick on Monday, June 24th and received very useful information from colleagues throughout the State as well as shared information about current and past programs from Cumberland
- Submitted all final requests for payment, including advance requests, to the Maryland Department of Housing and Community Development for remaining funds from 2017-funded projects.
- Completed Quarterly Reports for all open Community Legacy-funded projects

Comptroller's Office

June 2019

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of June 2019.

On June 1, 2019 the City had a cash balance of \$575K. Receipts exceeded disbursements by \$818K resulting in a cash balance of \$1.4 million at June 30, 2019.

As of June 30, 2019, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)					\$ 1,537,805
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2019	\$ 1,071,485	\$ -	\$ 113,455	\$ -	\$ 958,030
FY 2018	469,767	-	43,854	-	425,913
FY 2017	70,956	-	23,251	-	47,705
FY 2016	32,608	-	330	-	32,278
FY 2015	29,032	-	513	-	28,519
FY 2014	17,883	-	-	-	17,883
FY 2013	13,723	-	-	-	13,723
FY 2012	7,556	-	599	-	6,957
FY 2011	3,482	-	-	-	3,482
Prior FY's	3,315	-	-	-	3,315
	\$ 1,719,807	\$ -	\$ 182,002	\$ -	\$ 1,537,805

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

Real property (non-owner occupied)	\$ 544,500
Non-Corp Personal Property	3,714
Corporate Personal Property	78,128
Real Property (semiannual payments)	331,688
Real Property (Half Year)	-
	<u>\$ 958,030</u>

The City liquidity position continues to be strong as illustrated in the cash and investments table following table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary**June 30, 2019**

	Cash	Investments
Beginning Balance	\$ 575,164	\$ 15,813,089
Add:		
Cash Receipts	8,122,494	32,580
Investment Transfer	-	-
Less:		
Disbursements	7,304,517	550,000
Investment Transfer	-	-
Ending Balance	\$ 1,393,141	\$ 15,295,669
Restricted	\$ 328,620	\$ 6,864

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

Restricted Cash

	6/1/2019	Increase	Utilization	6/30/2019
Police Seizures	\$ 89,032	\$ -	\$ 4,892	\$ 84,140
Bowers Trust	92,798	-	-	92,798
Restricted Lenders	106,341	-	-	106,341
Other	48,141	-	2,800	45,341
	\$ 336,312	\$ -	\$ 7,692	\$ 328,620

Restricted Investments

	6/1/2019	Increase	Utilization	6/30/2019
DDC	\$ 6,850	\$ 14	\$ -	\$ 6,864
	\$ 6,850	\$ 14	\$ -	\$ 6,864

Other restricted cash includes demolition bond deposits held and solicited donations for the Joe Maphis statute project. We used restricted cash for the Al Abrams field project and Police purchases in June.

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.

Capital Projects and Associated Debt:

The table below illustrates undrawn Maryland CDA bond proceeds and the accumulated debt draws and grants received associated with the ongoing Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	6/1/2019	Utilization	6/30/2019
CDA 2014	\$ 575,642	\$ -	575,642
CDA 2015	1,762,737	\$ -	1,762,737
CDA 2017	121,752	\$ -	121,752
CDA 2018	2,240,184	-	2,240,184
	\$ 4,700,315	\$ -	\$ 4,700,315

CSO Projects Debt Draws

	6/1/2019	Utilization	6/30/2019
Evitts Creek Debt	\$ 143,260	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-
WWTP Debt	2,386,902	157,527	2,544,429
WWTP Grant	16,708,307	1,102,693	17,811,000
	\$ 19,238,469	\$ 1,260,220	\$ 20,498,689

There were no CDA draws in June.

The Wastewater Treatment Plant (WWTP) CSO project is approximately 66% complete. The WWTP CSO May draw requests were for \$1.1 million in BRF grants and \$157K in new debt. The WWTP CSO project is expected to be completed in October 2019.

The Evitts Creek CSO project is temporarily on hold as we are seeking funding to expand the project.

Respectfully submitted,

Jeff Rhodes
City Administrator

Item Attachment Documents:

Ordinance 3856 (*1st reading*) - to repeal and reenact Section 13-105 of the City Code
pertaining to the parking of trucks, trailers and other similar vehicles and equipment on
public streets

ORDINANCE NO. 3856

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE TO REPEAL AND REENACT SECTION 13-105 OF THE CITY CODE (1991 EDITION) PERTAINING TO THE PARKING OF TRUCKS, TRAILERS AND OTHER SIMILAR VEHICLES AND EQUIPMENT ON PUBLIC STREETS."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that sections 13-105 of the Code of the City of Cumberland (1991 Edition) is repealed and reenacted and shall read as follows:

Sec. 13-105. - Parking of trucks, trailers, etc. on public streets.

The purpose of this provision is to regulate the parking of trucks, trailers and other similar vehicles and equipment of a certain size upon public streets, alleys and ways. Said vehicles and equipment tend to block the view of other vehicles and have a negative impact upon the aesthetics of the City.

It shall be unlawful to park or store any of the following vehicles, machinery and equipment on the streets, alleys and other public ways of the City:

- (1) Trucks or vans more than 10,000 pounds in gross vehicle weight;
- (2) Vehicles with more than two (2) axles;
- (3) Camping trailers, boat trailers or any other kind of trailers, regardless of whether they are connected to vehicles;
- (4) Motor homes;
- (5) Heavy machinery;
- (6) Farm equipment;
- (7) Vehicles more than twenty (20) feet in length or nine (9) feet in height;
- (8) Tow trucks with vehicles in tow;
- (9) Boats; and
- (10) Any other similar vehicles or equipment.

Notwithstanding the foregoing, a reasonable period of time shall be permitted for the loading or unloading of such vehicles within 100 feet of the location where the unloading is taking place; provided, however, that movements of such vehicles within the aforesaid 100 feet will not serve to extend the time allowed for loading and unloading.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon the date of its passage.

Passed this _____ day of August, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Item Attachment Documents:

Ordinance 3857 (*1st reading*) - amending the official Zoning Map in Section 25-1 of the City Code to rezone five properties located at 701-713 Elm Street from R-U (Urban Residential) to B-C (Business Commercial)

ORDINANCE NO. 3857

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP REFERRED TO IN SECTION 25-1 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) TO REZONE FIVE PROPERTIES LOCATED AT 701-713 ELM STREET CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND FROM R-U (URBAN RESIDENTIAL) TO B-C (BUSINESS COMMERCIAL)."

WHEREAS, the properties which are the subject of this Ordinance are located at 701-713 Elm Street, are recorded among the Land Records of Allegany County, Maryland as indicated below and are hereinafter referred to as the "Subject Properties":

- (i) Book 2348, Page 401
- (ii) Book 2329, Page 252
- (iii) Book 2353, Page 67
- (iv) Book 2332, Page 97
- (v) Book 2332, Page 93

WHEREAS, the Subject Properties are currently zoned R-U (Urban Residential);

WHEREAS, First Peoples Community Federal Credit Union filed an application requesting that the zoning for the Subject Parcels be changed to B-C (Business Commercial);

WHEREAS, in anticipation of the proceedings before the Planning Commission, City staff prepared a Cumberland Planning Commission Staff Report dated April 12, 2019 (the "Staff Report"), a copy of which is attached hereto and incorporated by reference herein as Exhibit 1, recommending

that the City's Official Zoning Map be amended for the reasons set forth therein, on the ground that there has been a substantial change in the character of the neighborhood in which the Subject Properties are located;

WHEREAS, the Staff Report includes the findings required by Section 4-204 of the Land Use Article of the Maryland Annotated Code relative to population change, etc. and the change in the character of the neighborhood;

WHEREAS, as required by the applicable provisions of the aforesaid Land Use Article, the Planning Commission held a public hearing on this matter and, at the conclusion of the aforesaid hearing, voted 3-0 to pass a resolution recommending that the petition be granted, that the Official Zoning Map be amended, and that the applicable zoning for the Subject Properties be designated as B-C;

WHEREAS, as required by Section 15.04.05(1) of the City of Cumberland Zoning Ordinance and the applicable provisions of Land Use Article of the Maryland Annotated Code, the Planning Commission forwarded its recommendations relative to the proposed rezoning to the Mayor and City Council for action;

WHEREAS, as required by Section 4-203 of the aforesaid Land Use Article and Section 15.04.06(1) of the City of Cumberland Zoning Ordinance, the Mayor and City Council of

Cumberland published notice of the time and place of the public hearing before it on the matter of the rezoning which is the subject of this Ordinance together with a summary of the proposed rezoning in *The Cumberland Times News*, a newspaper of general circulation in Allegany County and the City of Cumberland, once each week for two successive weeks with the first notice being provided at least fourteen days before the hearing;

WHEREAS, as required by Section 4-203 of the aforesaid Land Use Article and City of Cumberland Zoning Ordinance Section 15.04.07, a public hearing on the proposed rezoning was held before the Mayor and City Council on May 21, 2019, at which public hearing all parties in interest and citizens of the City of Cumberland were permitted to be heard concerning the proposed rezoning;

WHEREAS, having considered the evidence presented, the Mayor and City Council adopted the findings set forth in the Staff Report; and

WHEREAS, based upon the foregoing, the Mayor and City Council determined that the application for the rezoning of the Subject Properties should be granted for the reasons set forth in the Staff Report.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the application of First Peoples Community Federal Credit Union to rezone the Subject Properties R-U (Urban Residential) to B-C (Business Commercial) is granted. City staff is directed to correct the labeling on the Official Zoning Map to reflect that the Subject Properties are zoned B-C.

SECTION 2. AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect as of the date of its passage.

PASSED this _____ day of August, 2019.

Raymond M. Morriss,
Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

Dates of Publication of Public Hearing Notices:

1st Reading:

2nd & 3rd Readings:

Effective Date:

EXHIBIT 1

CUMBERLAND PLANNING COMMISSION STAFF REPORT
ZMA 12-04 - 701-713 Elm Street – B-C Rezoning Application
April 12, 2019

Overview:

Matthew S. Brewer, Bennett, Brewer & Associates, LLC, on behalf of First Peoples Community Federal Credit Union (FPCFCU), has made application to the Mayor and City Council for a Zoning Map Amendment (ZMA #12-04) regarding five (5) parcels of land located at 701-713 Elm Street in the City of Cumberland. In accordance with Section 25-439 of the Cumberland City Code, the Planning Commission must conduct a public hearing on the application and provide a recommendation to the Mayor and City Council within forty-five (45) days of the hearing date.

In summary, 701-713 Elm Street was formerly five (5) residential structures that FPCFCU purchased and razed for the purposes of constructing a free-standing, single story, credit union building with a drive through lane. The subject area is currently zoned Urban Residential (R-U) and is bordered to the West and South by a large Business Commercial (B-C) zoning district. The subject area is bordered to the East and North by the remainder of the current R-U zoning district.

A zoning map amendment, not part of a comprehensive update, must be a result of a significant change in the character of the neighborhood or due to a mistake. The applicant has provided information to support a change due to a significant change in the character of the neighborhood.

Staff Review:

City records do confirm that a significant change in the character of the neighborhood has occurred due to the large volume of demolitions of commercial and residential structures in the project area commonly referred to as the Maryland Avenue Project. As a result of this project, the area has been enhanced as a commercial area that also includes Martins Plaza, Auto Zone, Chick-A-Filet, Patrick's Pub, and a yet to be developed 17 acre parcel owned by CSX Transportation. Furthermore, the North end of the subject site lies just two (2) blocks from Interstate 68.

Staff Recommendation:

The applicant's proposed use is consistent with a Business Commercial zoning district and a significant change in the character of the neighborhood is clearly evident. As such, City staff recommends that the Planning Commission favorably consider the applicants request.

Additionally, under the provisions of the Maryland Annotated Code, the Mayor and City Council must make a series of specific findings in making its decision regarding the proposed zoning. A recommendation regarding these findings must be made by the Planning Commission. The specific findings are outlined in the Annotated Code and in

Section 25 of the Cumberland City Code. Staff recommends the following findings be determined with respect to these statutory considerations:

1. **Population change:** Staff notes that the 2009 Comprehensive Plan Update calls for a 20% increase in the City's population over the next 20 years. The proposed zoning would provide for economic expansion of the city's commercial base, thereby increasing employment opportunities, expanding the City's tax base, and promoting population growth that could be consistent with the recommendations of the City's Comprehensive Plan. On the proposed site, no structures were occupied and therefore, no decrease in population will occur as a direct result of the proposed zoning change.
2. **The availability of public facilities:** Public facilities in the City of Cumberland were designed to serve the City's peak population of 39,483 in 1940. With a current population of approximately 20,800, the Water Resources Element in the 2009 Comprehensive Plan amendment indicated that adequate capacity exists within the city's current public facilities to accommodate the city's planned growth. The subject property is already served by City water and sewer.
3. **Present & future transportation patterns:** The 2007 Cumberland Area Long Range Transportation Plan identified and scheduled transportation improvements necessary to serve planned growth and development in the community. The subject property is directly accessed by Spring Street, which is considered a local street. The potential traffic impacts of the proposed use are anticipated to be minor and would not reduce the level of service on the adjoining streets. The property also has adequate off-street parking for the proposed uses.
4. **Compatibility with existing and proposed development for the area:** The current zoning and uses in the norther portion of the Maryland Avenue area are largely commercial in nature and influenced by the heavy use of Interstate 68. Other commercial uses are scattered around the area. The proposed use is therefore consistent with and supportive of the existing mix of uses in that area.
5. **Relationship of the proposed amendment to the local jurisdiction's plan:** The proposed use as a financial institution would be a Permitted use in a B-C zoning district. Additionally, the proposed use appears consistent with the 2009 Comprehensive Plan and the City's Economic Development Strategic Plan.

Item Attachment Documents:

Order 26475 - authorizing the Mayor and Chief of Police to enter into a Memorandum of Agreement recreating the Allegany County Combined Criminal Investigation (C3I) Unit

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

ORDER NO. 26,475

DATE: July 16, 2019

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Agreement (M.O.A.) with the Secretary of the Maryland State Police, Allegany County Sheriff's Office, the Chief of the Frostburg, Maryland Police Department, the Chief of the Frostburg State University Police Department, and the States Attorney for Allegany County on behalf of the City of Cumberland Police Department, for the further coordination and re-creation of the multi-agency Allegany County Combined Investigation Unit (C3I), for the purpose of conducting joint investigations into violations of Maryland's criminal law and applicable Federal laws.

BE IF FURTHER ORDERED THAT, the term of this Agreement shall be the calendar year, January 1 through December 31, and shall become effective upon the date of its approval and execution, and each party shall have the right to terminate this Agreement by providing thirty (30) days written notice.

Raymond M. Morriss, Mayor

**AGREEMENT RECREATING THE ALLEGANY COUNTY COMBINED
CRIMINAL INVESTIGATION UNIT, 2019 REWRITE**

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the Secretary of the Maryland Department of State Police, the Sheriff of Allegany County, the Chief of the Cumberland Police Department, the Chief of the Frostburg Police Department, the Chief of the Frostburg State University Police Department, and the State's Attorney for Allegany County.

EXPLANATORY STATEMENT

WHEREAS, the parties have determined that, as law enforcement units with responsibilities for the enforcement of criminal laws, and the common good of the residents of Allegany County, they may make more efficient use of their resources and enforcement service to the public through the establishment of the Allegany County Combined Criminal Investigative Unit.

Some of the parties hereto have, by Agreement dated February 3, 1987, established the Allegany County Narcotics Task Force, which demonstrated the combining of enforcement resources to be an effective device to combat criminal activity in that area and being desirous of extending the benefits to the area of criminal investigation.

Thereafter, the parties hereto, in September 1992, entered into an Agreement which established the "Allegany County Combined Criminal Investigative Unit."

Thereafter, some of the parties hereto, in January 2001, again in 2007, and again in 2012, entered into an "Agreement Recreating the Allegany County Combined Criminal Investigation Units", combining the Allegany County Combined Criminal Investigative Unit and the Allegany County Narcotics Task Force.

Thereafter, some of the parties hereto, on March 21, 2019 entered into an agreement renaming and reestablishing the Allegany County Narcotics Task Force, separate and independent of the Allegany County Combined Criminal Investigation Unit.

Therefore, the parties hereto, on April 10, 2019 entered into an "Agreement Recreating the Allegany County Combined Criminal Investigation Unit"

NOW, THEREFORE, the parties do hereby agree as follows:

I. PARTIES

The parties to this Agreement are the Secretary of the Maryland Department of State Police, the Sheriff of Allegany County, the Chief of the Cumberland Police Department, the Chief of the Frostburg Police Department, the Chief of the Frostburg State University Police Department, and the State's Attorney for Allegany County.

II. PURPOSE

The purpose of this Agreement is declared to be the further coordination of a multi-agency law enforcement unit, the manpower and resources of which shall be directed at the investigation of violations of the Maryland criminal law, as codified in the Annotated Code of Maryland as amended from time to time, and enforce applicable Federal statutes.

With this understanding, the stated intent of the Recreated Allegany County Combined Investigation Unit (hereinafter "C3I") is as follows:

1. The parties of C3I shall conduct joint investigations into violations of Maryland's criminal law and applicable Federal laws.
2. The State's Attorney for Allegany County shall provide adequate resources to ensure that all criminal cases generated by C3I, are prosecuted in accordance with applicable law.

III. SOURCE OF POLICE AUTHORITY

The C3I will be staffed with law enforcement officers from the Department of State Police, Office of the Sheriff of Allegany County, Cumberland Police Department, Frostburg Police Department, Frostburg State University Police Department, and the Allegany County State's Attorney's Office. It is the intention of the departments that each law enforcement officer assigned C3I duties will remain a member of their respective Agency for all purposes, specifically including, but not limited to, immunities from liability in civil actions, right to counsel as defendants in civil actions, and workmen's compensation. It is not the intention of any party to the Agreement to either limit or expand any of the immunities currently enjoyed by law enforcement officers as members of their respective agencies. Officer's assigned C3I duties shall do nothing which conflicts with their agency's policies or the laws of the State of Maryland or the United States. In addition, each member assigned to C3I duties each have authority to exercise police powers on a county-wide basis, the Authority for same being the previously executed Police Mutual Aid Agreements pursuant to Criminal Procedure, Section 2-105, 2004 Supplement.

IV. ORGANIZATION

A. Advisory Board

C3I will be governed by an Advisory Board. The purpose of the Advisory Board is to establish the goals and objectives of the unit and to ensure they are met.

1. Voting Members.
 - a. The voting member of the Advisory Board shall be the following:

- i. The Secretary of the Maryland Department of State Police or designee.
 - ii. The Sheriff of Allegany County or designee.
 - iii. The Chief of the Cumberland Police Department or designee.
 - iv. The Chief of the Frostburg Police Department or designee.
 - v. The Chief of the Frostburg State University Police Department or designee.
 - vi. The State's Attorney for Allegany County or designee.
- b. It is agreed by the parties hereto that each voting member of the Advisory Board shall have one (1) vote which shall be cast at regularly scheduled Advisory Board meetings when a vote is necessary or appropriate under this Agreement or any agreement pertaining to C3I and its activities. It is agreed that the decisions of the Board are advisory and will be submitted to the individual agencies as recommendations. The final decision as to the C3I and its activities shall rest with the individual member agencies.

2. Non-voting Associate Members

- a. The following are entitled to participate as non-voting members of the Advisory Board:
- i. The Chief, or designee, of any law enforcement agency active in Allegany County;
 - ii. The Federal Bureau of Investigation
 - iii. Any other agency deemed appropriate by the Advisory Board.

3. Liaison Officers

To facilitate communications between member agencies, each member agency shall appoint a liaison officer. The liaison officer shall keep abreast of the C3I activities, and will be responsible for keeping Advisory Board members informed of such activities. Liaison officers will facilitate the acquisition of resources and additional personnel

deemed necessary for the safe and efficient operation of the units. Liaison officers will assume extra duties and responsibilities which, from time to time, may be placed upon them by voting members of the Advisory Board. Typically, the Administrative and Operations Supervisor will act as the Liaison, unless directed otherwise by the Advisory Board.

4. Advisory Board Authority

To the extent not inconsistent with policies of the member agencies or laws, the Advisory Board shall recommend policy, rules, regulations, guidelines, and procedures, which affect the operation of the Agreement as listed below:

- a. The method of assigning personnel to and from C3I. The Advisory Board shall be advised of and have the power to veto the transfer of the members into the Units prior thereto;
- b. The manner in which, upon termination of C3I, surplus investigation funds or equipment are to be returned in proportion to the personnel contributed by the participating police agencies.
- c. The establishment of strict accountability for all funds and the manner in which reports are to be submitted by the respective agencies.
- d. The identification of and selection of priority targets;
- e. Any other necessary and proper matters agreed upon by the participating member agencies.

5. Officers Chair and Vice-Chair

The Chair shall rotate on a yearly basis among the members in the order listed in Section IV A (1) of this agreement. The Vice-Chair shall be designated from the succeeding agency. In the event that the Chair is unable to act, the Vice-Chair shall act. The Chair and Vice-Chair shall serve one (1) year terms. At the beginning of each calendar year, the Vice-Chair shall assume the position of the Chair. If an agency declines to assume the Chair or Vice-Chair, the next succeeding agency on the list shall assume the position.

The Advisory Board shall designate a Secretary to maintain minutes of the meetings.

B. C3I Personnel

1. Supervisor

While it is the intention of the parties that no single member law enforcement agency shall govern C3I, it is understood that day-to-day supervision and coordination of C3I activities are necessary. Therefore, the Advisory Board will appoint an Administrative Supervisor and an Operations Supervisor to C3I. The Board may also approve several other Team Leaders as may be advisable.

i. The Administrative Supervisor, who shall be a member of the Maryland State Police, and shall be approved by the Board, will have the primary responsibility to coordinate the administrative functions of C3I to ensure compliance with the mandates of the Advisory Board, and to coordinate ongoing C3I criminal investigations with those of the Allegany County Narcotics Task Force to ensure maximum utilization of existing resources and to reduce the incident of drug-related criminal activity. Additionally, the Administrative Supervisor will be responsible for the proper preparation of all investigative reports, responsible for handling and disposition of all evidence, preparation of work and leave schedules, monitoring and supervision of all expenditures of funding and preparation of a report to the Advisory Board of all C3I case activities to be submitted on at least a quarterly basis to the Board. The Administrative Supervisor shall compile and maintain statistics on arrests and charges on a monthly basis in an effort to help determine the effectiveness of C3I. In the absence of the Administrative Supervisor, the Team Leaders shall provide the services set forth above. The Administrative Supervisor will provide performance evaluations to member agencies on a semi-annual basis, which are advisory.

ii. The Operations Supervisor, who shall be the county investigator from the Allegany County State's Attorney's Office, shall have the responsibility to coordinate and develop investigations with regard to operational details, including but not limited to, targeting individuals for investigation, the assignment of personnel to conduct investigations, the tactical and strategic control of operations, coordination of the activities of C3I with those of local, state, out of state, and federal departments and agencies to prevent unnecessary duplication of effort and to provide the necessary exchange of tactical and strategic intelligence information. The Operation Supervisor, as recommended by the Allegany County State's Attorney Office, should be experienced and well versed in the art of criminal investigations and should have prior experience, and shall be approved by the Board. The Operations Supervisor will provide performance evaluations to member agencies on an annual basis, which is advisory.

iii. The Team Leaders, who shall be approved by the Board, shall have the responsibility to coordinate and develop investigations with regard to operational details, including but not limited to identifying individuals for investigation, the assignment of personnel to conduct investigations, the tactical and strategical control of operations, coordination of the activities of C3I with those of local, state, out of state, and federal departments and agencies to prevent unnecessary duplication of effort and to provide the necessary exchange of tactical and strategical intelligence information.

2. Assignment of Personnel

Each member agency will contribute personnel to the C3I in the following numbers:

i. The Maryland Department of State Police will assign one (1) administrative supervisor and at least two (2) criminal investigators, for a total of three (3) personnel, to work in the C3I Unit on a full time basis.

ii. The Allegany County Sheriff's Office will assign at least two (2) criminal investigators to work in the C3I Unit on a full time basis.

iii. The Allegany County State's Attorney, with the approval of the Advisory Board as stated above, will assign the County Investigator to serve as the C3I Operations Supervisor.

iv. The Cumberland Police Department will assign four (4) criminal investigators to work in the C3I Unit on a full time basis.

v. The Frostburg Police Department will assign one (1) officer to work in the C3I Unit on a full time basis.

vi. The Frostburg State University Police Department will assign one (1) officer to work in the C3I Unit on a full time basis.

Any other agency may provide an investigator to the Unit, with the approval of the Advisory Board, and upon assignment, the Agency's designee will become a voting member of the Advisory Board.

3. Operations

All salaries, overtime, pensions, relief, disability, workmen's compensation, right to indemnification, right to counsel, and other benefits enjoyed by personnel assigned to C3I duties through their respective agencies shall extend to them during their assignments to C3I duties and each member will be paid by his or her respective agency.

All officers assigned to the C3I shall adhere to all policies and procedures insofar as the conduct of C3I investigations as established by the Advisory Board. C3I officers shall adhere to their respective agency's policies and procedures in all other matters. All conflicts will be resolved by the Advisory Board.

Conduct which may require disciplinary action against an officer assigned to C3I duties will be reported through the C3I supervisor to the liaison officer of the affected officer's agency. Notwithstanding the outcome of such disciplinary action, as may be imposed, the officer shall be relieved of C3I duties at the request of any one member of the Board.

It is recognized by the parties that officers assigned to the C3I, who have had no previous special instruction in criminal investigation law enforcement methods, will require such training as soon as possible. Such training will be provided by the Department of State Police, at no cost to the member agency.

Training that is required or made available to C3I personnel shall in no way be considered as a diminution of a party's personnel contribution, unless such training period exceeds eight (8) weeks annually.

Refresher courses and seminars for all C3I personnel shall be encouraged by the Advisory Board. In those instances when the Department of State Police cannot provide elective training at no cost to the member, expenses for the training shall be the burden of the respective member agency. At the discretion of the Advisory Board, funding may be provided if the training directly relates to criminal investigative techniques or procedures.

The Maryland Department of State Police agrees to provide support services, including but not limited to, the services of a polygraph examiner and evidence collection unit, and the established resources of the Maryland Department of State Police as to fugitive investigations and apprehensions.

The employees of each department assigned to the C3I shall remain employees of such department and shall not be considered employees or agents of any other department. No party to C3I accepts responsibility or liability for the actions of employees of any other department.

V. MEETINGS

A. The Advisory Board will meet as often as deemed necessary by its members, but at least quarterly. The purpose of the meetings will be to review and discuss C3I activities so as to address any changes or additions that may be required in this Agreement and to provide guidance to the Unit.

Advisory Board meetings will be held when designated by the Board in writing. Notice of meetings and agenda will be provided 10 days prior to any meeting. Nothing shall prohibit emergency meetings with oral notice to voting members.

Each meeting will be attended by the members of the Advisory Board or their designees, each member's agency's C3I liaison officer, and the C3I supervisor, or their designees

B. Quorum and Voting

A quorum for action is a simple majority of voting members. Once a quorum exists, a simple majority of the voting members shall be required for action on any issue.

VI. PRESS RELEASES

The Operations Supervisor of C3I shall coordinate press releases with the Allegany County State's Attorney's Office.

VII. FUNDING

A. Equipment

All member agencies will provide weapons, ammunition, police radios and vehicles, including the cost of operation, repair and maintenance, to the officers they assign to C3I. The Advisory Board may also elect, after securing approval as may be necessary from the funding body of the member agency, to recommend the contribution of other equipment deemed necessary for the efficient and effective operation of C3I.

B. Operating Expenses

- i. The Department of State Police, the Allegany County Government, and the Chief of the Cumberland Police Department, agree to equally share the office expenses of the C3I Unit.
- ii. Each member agency agrees to provide desks, chairs, cabinets, typewriters, etc., for its respective C3I personnel, and to the extent possible, other incidental items as recommended by the Advisory Board
- iii. Office supplies, such as pads, pencils, pens, cameras, film, tape records and tapes, forms, safes, evidence storage lockers and facilities, evidence containers, labels, and other similar office supplies commonly found in investigative offices, will be supplied by the Department of Maryland State Police, or purchased from local vendors utilizing C3I funds, as agreed upon by the Advisory Board.

- iv. All funds derived from forfeited property shall be used only to supplement the continuing operation of the C3I.

VIII. TERM OF AGREEMENT

The term of this Agreement shall be the calendar year, January 1 through December 31. This Agreement shall become effective upon the date of its approval and execution by the parties hereto. If there are no changes to the agreement the renewal of the agreement can be accomplished by addendum signed by all the parties. All modifications to this agreement shall be in writing and approved by each party to the agreement by way of signature.

IX. SEVERABILITY

If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent lawful, shall remain in full force and effect.

X. TERMINATION

Each party to this Agreement shall have the absolute right to withdraw its participation under this Agreement and to terminate the Agreement by providing thirty (30) days written notice to all of the other parties to this Agreement. Reasonable time and resources shall be allowed for C3I personnel to complete pending investigations and prosecutions.

Upon termination of this Agreement, all property acquired by C3I shall be distributed in accordance with this Agreement as follows:

1. All property clearly identifiable as the property of the Allegany County Government, Department of Maryland State Police, Cumberland Police Department, Frostburg Police Department, or the Frostburg State University Police Department shall be distributed to the owner of the property.
2. All remaining property and/or forfeited funds shall be disbursed in accordance with the provisions set forth in Section IV A (4) (b).

XI. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their successors and assigns, or any of them.

IN WITNESS WHEREOF, the parties have hereunto set their hands this
_____ day of _____, 2018.

**STATE'S ATTORNEY FOR
ALLEGANY COUNTY**

ATTEST:

MICHAEL O. TWIGG, STATE'S
ATTORNEY, ALLEGANY COUNTY

**ALLEGANY COUNTY SHERIFF'S
OFFICE**

ATTEST:

CRAIG A. ROBERTSON, SHERIFF
OF ALLEGANY COUNTY

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

ATTEST:

RAYMOND M. MORRISS, MAYOR
OF CUMBERLAND

ATTEST:

CHARLES H. HINNANT, CHIEF OF
POLICE, CUMBERLAND

**MAYOR AND CITY COUNCIL OF
FROSTBURG**

ATTEST:

W. ROBERT FLANIGAN, MAYOR
OF FROSTBURG

ATTEST:

NICHOLAS J. COSTELLO, CHIEF OF
POLICE, FROSTBURG

**MARYLAND DEPARTMENT OF
STATE POLICE**

ATTEST:

Karen Siegman

W. M. Pallozzi

WILLIAM M. PALLOZZI, COLONEL,
MARYLAND STATE POLICE

FROSTBURG STATE UNIVERSITY

ATTEST:

DR. RONALD H. NOWACZYK
PRESIDENT, FROSTBURG STATE
UNIVERSITY

ATTEST:

CYNTHIA R. SMITH, CHIEF,
FROSTBURG STATE UNIVERSITY
POLICE DEPARTMENT

Item Attachment Documents:

Order 26,476 - authorizing payment to CBIZ Insurance Services in the amount of \$32,500 for Risk Management Services for the period July 1, 2019 to June 30, 2020

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

ORDER NO. 26,476

DATE: July 16, 2019

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

THAT, payment to CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502 for FY19 Risk Management Services to be effective July 1, 2019 – June 30, 2020 be and is hereby approved in the amount not to exceed Thirty-Two Thousand, Five Hundred Dollars (\$32,500).

Mayor Raymond M. Morriss

----- INVOICE -----

Invoice Date	06/28/19
Invoice No.	470215
Bill-To Code	MAYOCIT
Client Code	MAYOCIT
Inv Order No.	100*558982

Amount Remitted: \$

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/19	07/01/19 to 07/01/20	CBIZ Insurance Services, Inc. Policy No. JULY19TOJULY20 *Renewal - Risk Management Fee	32,500.00
		Invoice Number: 470215 Amount Due:	32,500.00
*Premiums Due and Payable on Effective Date			

Item Attachment Documents:

Order 26,477 - accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2019 - June 30, 2020 for the estimated amount of \$1,109,845 and authorizing the City Administrator to executive the necessary documents to effect this coverage

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

ORDER NO. 26,477

DATE: July 16, 2019

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

THAT the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2019 through July 1, 2020, be and is hereby accepted in the estimated amount of One Million, One Hundred Nine Thousand, Eight Hundred Forty-Five Dollars (\$1,109,845.00) based on the following:

Premium	\$ 272,115
Cash Collateral Fund	\$ 810,000
Claims Service Fund	<u>\$ 27,730</u>
Total	\$ 1,109,845

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefunded Deductible Reimbursement and Security Agreement by and between PMA Companies and the City to effect this coverage.

Raymond M. Morriss, Mayor

PREFUNDED DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT

THIS AGREEMENT (the "Agreement") entered into by and between **Pennsylvania Manufacturers' Association Insurance Company, Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company**, Blue Bell, Pennsylvania (herein, the "Company"), and **The Mayor and City Council of Cumberland, Maryland**, Cumberland, Maryland (herein, the "Insured") on **July 1, 2019** (the "Effective Date").

WITNESSETH:

WHEREAS, the Insured has requested the Company to issue to it for its benefit and others as reflected in the Named Insured endorsement, effective **July 1, 2019** certain insurance Policies covering the Insured's operations;

WHEREAS, the Company has agreed to do so on the terms and conditions set forth below, as well as those in the insurance Policies it issues to the Insured.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, and intending legally to be bound, the parties agree as follows:

1. Insured and its Subsidiaries

This Agreement is entered into by the Insured for its own benefit, and is a binding obligation of the Insured and any Named Insured under the Policy.

2. Application and Effective Date

This Agreement and Schedule A attached hereto, which is a part of this Agreement, apply to each of the insurance coverages described in Section 3 below as of the effective date(s) of such insurance coverages as shown on Schedule A and will continue in full force and effect until terminated in accordance with the provisions of Section 10 hereof, and the applicable insurance laws governing such insurance coverage.

3. The Insurance Coverages

The Company will issue to the Insured, for the Insured's own benefit, the Company's Policies as shown on Schedule A. Coverage will be provided under each Policy with the retentions and/or deductibles that are set forth in Schedule A attached hereto. Any renewals shall be set forth on an Addendum to Schedule A.

4. Definitions

As used in this Agreement:

- (a) "Allocated Loss Adjustment Expenses" are as defined in the applicable endorsement and/or Policy.
- (b) "Incurred Losses" means all amounts the Company pays or estimates it will pay for claims and Allocated Loss Adjustment Expenses under each Policy for which the Insured is responsible to reimburse the Company pursuant to the terms of the deductible endorsement(s) attached to each Policy.

Effective: July, 1 2019

- (c) "Loss" or "Losses" means any claim or claims to the extent covered by any one of the Policies. "Loss" or "Losses", for purposes of any other type of claim covered under this Agreement besides workers' compensation, shall also include any extra-contractual, punitive or exemplary damages liability which may be imposed with respect to each Policy.
- (d) "Material Change in the Insured's Exposure" means (i) a change of plus or minus fifteen (15%) percent in the Insured's exposure (which includes, but is not limited to, a change in estimated total workers' compensation remuneration, allocations of estimated or audited workers' compensation remuneration between classifications, or the addition of a new classification under a workers' compensation and employers liability insurance policy(ies); sales or payroll under a commercial general liability insurance policy(ies); auto counts under an auto policy(ies); or estimated total premium under the Policy, as calculated by the Company pursuant to each Policy, and pursuant to the Company's applicable manuals and rating plans, or (ii) any acquisition, divestiture, merger, consolidation, liquidation, receivership, bankruptcy, plant closing, or layoffs by the Insured.
- (e) "Obligation" or "Obligations" means any and all amounts the Insured is or will be required to pay under the terms and conditions of each Policy and this Agreement. The Insured's Obligations include, but are not limited to, Losses, Allocated Loss Adjustment Expenses, Unallocated Loss Adjustment Expenses, premiums, surcharges and assessments under each Policy and any and all indemnification, defense, or hold harmless expenses due or becoming due to the Company under this Agreement.
- (f) "Paid Losses" mean the amounts paid as benefits or damages, or Allocated Loss Adjustment Expenses arising under the Policies. Paid Losses shall be limited, however, not to exceed the amounts specified as payable to the Company in the applicable retrospective premium endorsement or deductible endorsement.
- (g) "Policy" means each insurance policy set forth on Schedule A. For purposes of the Agreement, "Policy" shall also include any renewal of the aforesaid Policy and any policy issued by the Company in substitution of the Policy. The Company shall provide this service for the Policy, and subsequent policies which are subject to a deductible endorsement (the amount set for therein is sometimes referred to as the "Deductible").
- (h) "Unallocated Loss Adjustment Expenses" means salaries, overhead and other costs related to the claim adjustment process that are not specifically allocated to the expense incurred for a particular claim, including but not limited to any claims administration fees paid or payable in accordance with Section 5 below.

5. Security

- 5.1. As security for all of the Insured's Obligations, the Insured must provide to the Company one or more clean, unconditional, irrevocable Letter(s) of Credit establishing credit in favor of the Company, or other security such as cash, which is acceptable to the Company. Such Letter(s) of Credit must be issued by a bank(s) which is a member of the Federal Reserve system and is acceptable to the Company. The form of the Letter(s) of Credit must be as shown in Appendix A. The Insured hereby grants to the Company a continuing security interest in

and general lien upon the Insured's right, title and interest in all property of the Insured in the actual or constructive possession of the Company in any capacity whatsoever including, without limitation, any and all securities and certificates of deposit and any funds contained in custodial or other accounts in the actual or constructive possession of the Company and the proceeds of, and income from, the foregoing.

If posting a Letter of Credit, each such Letter of Credit must be issued for a term of at least twelve (12) months and shall be, by its terms, subject to an unlimited number of automatic renewals thereafter for additional terms of at least twelve (12) months, unless the issuer bank advises the Company in writing, at least sixty (60) days prior to the next expiration date, of its intention not to have the Letter(s) of Credit renewed. In that case, the Insured must furnish the Company with a replacement Letter(s) of Credit issued to the Company by an acceptable bank(s), or other security as may be acceptable to the Company, establishing credit or security in an amount equal to the credit under the Letter(s) of Credit being replaced, within not less than thirty (30) business days before the expiry date. The requirement for such security will remain in place until all of the Insured's current and future Obligations have been indefeasibly paid or otherwise concluded in a manner satisfactory to the Company.

- 5.2. (a) **The amount of the initial required security is \$810,000.** At such times as the Company deems it appropriate or necessary, but at least annually, and until all liability with respect to the Insured's Obligations has been paid or otherwise concluded, the Company shall, applying generally accepted actuarial and credit review principles, review the security requirement. The Company shall have the sole right to determine the adequacy of the amount of security to be held. The sum of all of the Insured's Obligations which have been paid by the Insured or satisfied by sums drawn by the Company under the Letter(s) of Credit or other acceptable security held by the Company shall be subtracted to arrive at the required security. If the resulting security requirements exceed the amount of remaining credit available to the Company under the Letter(s) of Credit or other acceptable security as of the calculation date, then the Insured must provide the Company with additional acceptable security equal to such excess within ten (10) days of the Insured's receipt of notice of the increased security requirement. If the required security is less than the remaining credit available to the Company under the Letter(s) of Credit or other acceptable security, then the amount of such remaining credit will be reduced by the amount of such difference, and the Company will execute any document necessary in order to reduce the amount of such credits in accordance with this Section 5.
- 5.3 The Company or its successors in interest may draw upon any Letter of Credit, trust or other security at any time and from time to time, and such funds shall be applied without diminution because of the insolvency of the Insured or the Company for one or more of the following purposes only:
- (a) to reimburse the Company for the Insured's share of Losses, Allocated Loss Adjustment Expenses and, if applicable, Unallocated Loss Adjustment Expenses paid by the Company;
 - (b) to fund an account with the Company for the full amount secured under this Agreement in the event the Insured has failed to replace timely any expiring Letter of Credit as required by Paragraph 5.1 hereof or to adjust timely the amount secured hereunder as required by Paragraph 5.2

hereof, and such failure would result in a deficiency in the total security provided by the Insured;

- (c) to fund an account with the Company for the full amount secured in the event of the filing of a voluntary or involuntary petition in bankruptcy by the Insured, the insolvency of the Insured, the admission in writing by the Insured of its inability to pay its debts as they become due, or a general assignment by the Insured of its assets for the benefit of creditors; or
- (d) to fund an account with the Company for the full amount secured in the event that (i) any representation or warranty made in or pursuant to this Agreement or the Policy to induce the Company to enter into this Agreement or a Policy, which at the sole discretion of the Company, shall be determined to be untrue or misleading in any material respect, or (ii) the Insured transfers or sells all or substantially all of its assets, without the prior written consent of the Company,
- (e) to pay any other amounts the Company claims are due to it under each Policy or this Agreement.

In the event the Company draws upon a Letter of Credit or other security pursuant to items (b), (c) or (d) above, the Company will be free to hold the proceeds thereof, without liability for interest thereon, until the Insured has fully remedied the circumstances for which the draw was made, whereupon the Company shall promptly return the proceeds held by it, less portions allocable to amounts due it under item (a) above, upon receipt of written instructions from the Insured, signed by a duly authorized officer of the Insured, indicating to whom such return is to be made. The Company shall have no obligation or liability to remit to the Insured any investment income thereupon.

- 5.4 There will be four (4) scheduled adjustments ("Scheduled Adjustments") to the initial amount of collateral required, using Incurred Losses valued as of the dates indicated in the Schedule of Adjustments shown below. The resulting amount of the collateral, when adjusted, will be the "Adjusted Amount." The Adjusted Amount will equal the sum of i) developed losses, which is equal to Incurred Losses multiplied by the corresponding Loss Development Factor shown in the Schedule of Adjustments ("Developed Losses"), capped by any aggregate deductible amount stated on the deductible endorsement(s) attached to and incorporated within each Policy; ii) the claims handling fee based on Developed Losses calculated pursuant to the terms of the deductible endorsement(s) attached to and incorporated within each Policy; iii) loss based assessment factors, where applicable, multiplied by Developed Losses; iv) loss based premium tax factors, where applicable, multiplied by Developed Losses; and v) any other part of the Obligations incurred but not included in i) through iv) above.

The Scheduled Adjustments are as follows:

Adjustment Number	Adjustment Date	Loss Development Factor
1	July 1, 2021	1.40
2	July 1, 2022	1.25
3	July 1, 2023	1.15
4	July 1, 2024	1.10

- 5.5 If there is a Material Change in the Insured's Exposure during the term of this Agreement, the Company may amend the Loss Development Factor and the effective deductible premium rate(s) and/or the deductible credit(s) under each Policy, retroactive to the Effective Date of this Agreement. In addition, if there is a Material Change in the Insured's Exposure prior to the completion of the first adjustment of the collateral, the Company may revise the initial amount of collateral required. The Insured agrees to pay the Company the initial amount of collateral required, as recalculated by the Company within fifteen (15) business days of receiving notice.
- 5.6 Under any circumstance where the collateral which secures Obligations owing to the Company under a Policy is held by Pennsylvania Manufacturers' Association Insurance Company, Pennsylvania Manufacturers' Association Insurance Company acknowledges that it holds (and will hold) possession of the collateral for its own benefit (to the extent it is a secured party) as well as for the benefit of Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company (to the extent that they (are) secured parties.

6. Breach of Obligations

If the Insured fails to pay or otherwise perform in a timely manner any Obligation due the Company hereunder or under a Policy at any time during the term of this Agreement, and if such failure continues for at least ten (10) business days following the Insured's receipt of written notice of such failure, the Company shall, at its sole discretion have the option of cancelling that Policy due to nonperformance or nonpayment in accordance with the provisions of that Policy subject to applicable law and, pursuant to Section 5.3 hereinabove, have the option of drawing on the Letter(s) of Credit or other security furnished to it under this Agreement in payment of the Obligations due from the Insured, but shall be under no obligation to do so. Alternatively, the Company may terminate the financing related to the Insured's insurance coverages by converting the applicable Policy(ies) to a guaranteed cost rating plan using the Company's filed and approved rates in effect as of the Policy(ies) effective date, and the entire amount of standard premium thereunder shall be immediately due.

7. Renewal Option

The Company is under no obligation, and unless otherwise agreed to in writing, the Company shall not be under any obligation in the future, to renew any of the coverages under each Policy or to offer renewal of the coverages under the same terms and conditions following the expiration of any Policy. If the Company elects not to renew and/or to cancel coverage, it will furnish to the Insured notice of its intent not to renew and/or cancel consistent with the terms and conditions of each Policy.

8. Joint Obligations

The Obligations set forth in this Agreement are Obligations of the Insured and its insured subsidiaries and affiliates jointly and severally. While the Company agrees to look primarily to the Insured for all such Obligations, its recourse is not limited to the Insured, and the Company has the right at all times to hold any or all of the Named Insureds liable for any Obligations due it. The Insured hereby expressly represents and warrants that it is authorized to enter into this Agreement on behalf of, and to bind, its Named Insureds to this Section 8 and all of the other terms and conditions hereof, and stipulates that the foregoing representation and warranty is material and has been specifically relied upon by the Company in entering into this Agreement and agreeing to

issue each Policy under this Agreement.

9. Financial Statements, Access to Records

- 9.1 Annually while this Agreement remains in force, the Insured will make available to the Company copies of audited financial statements of the Insured and its insured subsidiaries and affiliates.
- 9.2 At all times while this Agreement remains in effect, the Company will have full and free access to the books and records of the Insured, its subsidiaries and affiliates insured under each Policy, as respects information pertaining to the subject coverages. Such access will be limited, however, to normal business hours and shall be afforded only at reasonable intervals and upon reasonable prior written notice.

10. Term and Termination

- 10.1 This Agreement shall remain in full force and effect until all of the Insured's Obligations have been indefeasibly paid in full or otherwise satisfactorily concluded and will survive the expiration as well as any cancellation of each Policy.
- 10.2 Notwithstanding Paragraph 10.1 above, this Agreement shall terminate:
- (a) by mutual written consent; or
 - (b) when the Company notifies the Insured that the Insured's Obligations have been fully and indefeasibly discharged.

11. Entire Agreement, Amendment

This Agreement, together with each Policy issued hereunder, represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may only be changed by written amendment signed by duly authorized officers of the respective parties. No other changes will be binding or enforceable.

12. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of New York, unless the law of another state is required by the Policy, applicable law or regulation.

13. Notices

All notices or other communications required hereunder will be in writing, sent by registered mail to:

To the Company:

**Pennsylvania Manufacturers' Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company
380 Sentry Parkway
Blue Bell, PA 19422
Attention: Collateral Manager**

With a copy to:

**Pennsylvania Manufacturers' Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company
380 Sentry Parkway
Blue Bell, PA 19422
Attention: General Counsel**

To the Insured:

**THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
ATTENTION: GENERAL COUNSEL
57 N LIBERTY ST
CUMBERLAND, MD 21502**

or such other addresses as may be designated in the same manner from time to time.

14. No Waiver

The failure on any occasion by either party to enforce the terms of this Agreement will not be deemed or construed as a waiver of that party's right to enforce those or any other terms of this Agreement on any other occasion.

15. Construction

The terms and conditions of this Agreement will be liberally construed so as to give the fullest possible effect to the intentions of the parties.

16. Severability

If any term or provision of this Agreement is in violation of the law of any state, such term or provision shall be void in the jurisdiction(s) where it is unlawful. The remainder of this Agreement shall remain binding on the parties so that the terms of this Agreement are binding only to the extent lawful under applicable laws. If any provision of this Agreement is determined by a court of law to be unenforceable, the parties hereto agree, and it is their desire, that the court shall modify such provision to the extent necessary to be deemed enforceable by such court. As so modified, the provision shall be binding upon the parties as if originally set forth herein.

17. Assignment

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

18. Remedies

The rights and remedies granted to the parties hereunder will be in addition to, and not in lieu of, any rights or remedies they may otherwise have.

19. Successors

The terms and conditions of this Agreement are binding upon and will inure to the benefit of the successors and assigns of the parties hereto.

Effective: July, 1 2019

20. Execution

This Agreement may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

ATTEST:

**PENNSYLVANIA MANUFACTURERS'
ASSOCIATION INSURANCE COMPANY,
MANUFACTURERS ALLIANCE
INSURANCE COMPANY, PENNSYLVANIA
MANUFACTURERS INDEMNITY
COMPANY**

BY: _____
TITLE: _____
DATE: _____

ATTEST:

**THE MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

for itself and on behalf of its insured
subsidiaries and affiliates

BY: _____
TITLE: _____
DATE: _____

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

**PREFUNDED DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT
SCHEDULE A**

Effective **July 1, 2019**, Schedule A of the Prefunded Deductible Reimbursement and Security Agreement entered into by and between **Pennsylvania Manufacturers' Association Insurance Company, Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company** and **The Mayor and City Council of Cumberland, Maryland**, is amended to include the following:

The following are the Deductible/Retention Amounts applying to all Obligations with respect to the coverages provided under the policies:

<u>POLICY NUMBER</u>	<u>EFFECTIVE DATES</u>	<u>LINE OF BUSINESS</u>	<u>INSURED RETENTION</u> <u>(Footnotes)</u>
201975- 5376801	07/01/2019 to 07/01/2020	Workers' Compensation	\$350,000 Deductible; \$1,800,000 Aggregate
201875- 5376801	07/01/2018 to 07/01/2019	Workers' Compensation	\$350,000 Deductible; \$1,800,000 Aggregate
201775- 5376801	07/01/2017 to 07/01/2018	Workers' Compensation	\$350,000 Deductible; \$1,956,000 Aggregate
201675- 5376801	07/01/2016 to 07/01/2017	Workers' Compensation	\$350,000 Deductible; \$1,921,000 Aggregate
201575- 5376801	07/01/2015 to 07/01/2016	Workers' Compensation	\$350,000 Deductible; \$1,850,000 Aggregate
201475- 5376801	07/01/2014 to 07/01/2015	Workers' Compensation	\$350,000 Deductible; \$1,850,000 Aggregate
201375- 5376801	07/01/2013 to 07/01/2014	Workers' Compensation	\$350,000 Deductible; \$1,950,620 Aggregate
201275- 5376801	07/01/2012 to 07/01/2013	Workers' Compensation	\$350,000 Deductible; \$1,825,610 Aggregate
201175- 5376801	07/01/2011 to 07/01/2012	Workers' Compensation	\$350,000 Deductible; \$1,771,887 Aggregate
201075- 5376801	07/01/2010 to 07/01/2011	Workers' Compensation	\$350,000 Deductible; \$1,750,000 Aggregate
200975- 5376801	07/01/2009 to 07/01/2010	Workers' Compensation	\$350,000 Deductible; \$1,900,000 Aggregate
200875- 5376801	07/01/2008 to 07/01/2009	Workers' Compensation	\$350,000 Deductible; \$1,998,000 Aggregate
200775- 5376801	07/07/2007 to 07/01/2008	Workers' Compensation	\$350,000 Deductible; \$1,912,711 Aggregate
200675- 5376801	07/01/2006 to 07/01/2007	Workers' Compensation	\$350,000 Deductible; \$1,700,000 Aggregate

Effective: July 1, 2019

C-1223AN

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

- 1) Occurrence shall include occupational disease defined as: Each person contracting a disease shall be considered to be a separate occurrence.
- 2) ALAE is inside the Insured's Retention and the Policy Limits. The Insured is responsible for all ALAE and all Loss under the Policy.

This Schedule A, which is attached to and made a part of the Agreement, may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST

**PENNSYLVANIA MANUFACTURERS'
ASSOCIATION INSURANCE COMPANY,
MANUFACTURERS ALLIANCE INSURANCE
COMPANY, PENNSYLVANIA MANUFACTURERS
INDEMNITY COMPANY**

By: _____
Title: _____
Date: _____

ATTEST

**THE MAYOR AND CITY COUNCIL OF CUMBERLAND,
MARYLAND**

By: _____
Title: _____
Date: _____

Effective: July 1, 2019

SCHEDULE OF CASH PAYMENTS: PREFUNDED DEDUCTIBLE (Direct Bill 10 Equal)

	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 27,182.70	\$ 81,000	\$27,730	\$ 135,912.70
PA Assessment	\$ 288			\$ 288
Total 1 st Installment	\$ 27,470.70	\$ 81,000	\$27,730	\$ 136,200.70
Nine Remaining Monthly Installments	\$ 27,182.70 (Each Installment)	\$ 81,000 (Each Installment)	\$ 0	\$ 973,644.30 (Total 9 Installments)
Total Annual Deposits	\$ 272,115	\$ 810,000	\$27,730	\$ 1,109,845

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

SCHEDULE OF CASH PAYMENTS: DEDUCTIBLE WITH LOC (Direct Bill 10 Equal)

	Premium	Escrow	Claims Services Fund	Total
1st Installment	\$ 29,874.80	\$ 50,000	\$ 27,730	\$ 107,604.80
PA Assessment	\$ 288			\$ 288
Total 1 st Installment	\$ 30,162.80	\$ 50,000	\$ 27,730	\$ 107,892.80
Nine Remaining Monthly Installments	\$ 29,874.80 (Each Installment)	\$ 0	\$ 0	\$ 268,873.20 (Total 9 Installments)
Total Annual Deposits	\$ 299,036	\$ 50,000	\$ 27,730	\$ 376,766

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

At audit, the deductible credit factor will be adjusted so that the audited deductible premium will equal the product of the applicable deductible premium rate times the audited workers' compensation payrolls. Changes in workers' compensation modification factors, statutory premium rates and/or premium discounts, and application or changes of any other statutory credit (including any construction classification credit) or debit, will, therefore, not alter the amount of the audited deductible premium due us.

Forms and endorsements per expiring with any updated editions and mandatory state forms.

The following endorsements are not applicable to workers' compensation:

- Knowledge of Occurrence
- Broad Form All States
- Notice of Occurrence
- Unintentional E&O
- Broad Form Named Insured

Item Attachment Documents:

Order 26,478 - waiving the permit fees for Phase I of the construction of a shell building for the Allegany County Animal Shelter Management Foundation

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

ORDER NO. 26,478

DATE: July 16, 2019

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

THAT, the permit fees for Phase I of the construction of a shell building for the
Allegany County Animal Shelter Management Foundation be and are hereby waived.

Mayor Raymond M. Morriss



**Allegany County
Animal Shelter**
MANAGEMENT FOUNDATION
P.O. Box 566
Cumberland, MD 21501-0566

April 10, 2019

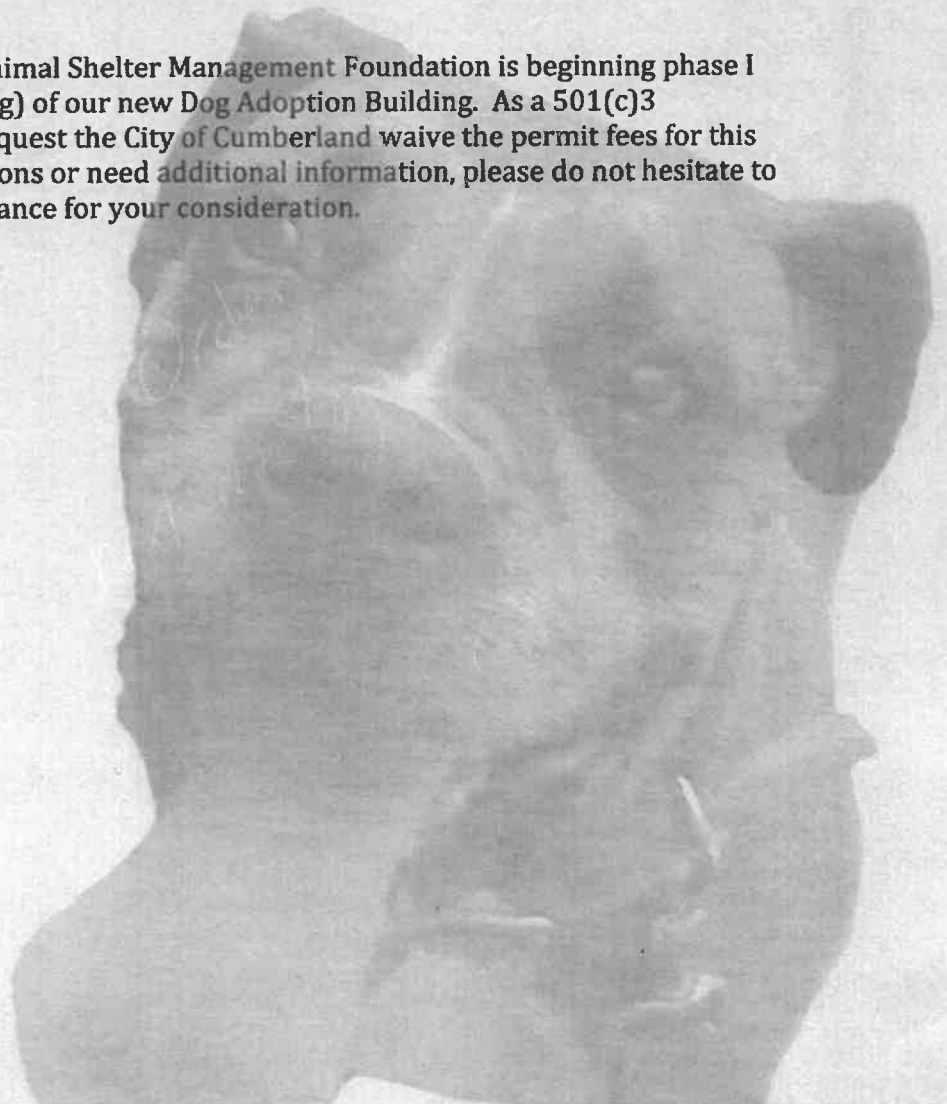
Cumberland Mayor & City Council
ATTN: Jeffrey Rhodes, City Administrator
57 N. Liberty Street
Cumberland, MD 21502

Dear Mr. Rhodes,

The Allegany County Animal Shelter Management Foundation is beginning phase I (construction of a shell building) of our new Dog Adoption Building. As a 501(c)3 nonprofit, we are writing to request the City of Cumberland waive the permit fees for this project. If you have any questions or need additional information, please do not hesitate to contact me. I thank you in advance for your consideration.

Sincerely,

Tina M. Rafferty
Executive Director
(301) 777-5930
(301) 697-3826 (cell)



Item Attachment Documents:

Order 26,479 - authorizing a tax abatement for the 2019 and prior tax years for 884 Sperry Terrace, 307 Broadway, 17 Paw Paw Alley, 215 Knox Street, 411 S. Central Ave., 1016 Ella Avenue., and 624 Maryland Ave.

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

ORDER NO. 26,479

DATE: July 16, 2019

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

THAT, the taxes for the 2019 and prior year taxes on the following properties be
and are hereby abated:

<i>Property</i>	<i>Tax Account No.</i>
884 Sperry Terrace	06-025692
307 Broadway	22-012851
17 Paw Paw Alley	06-019757
215 Knox Street	05-023807
411 S. Central Ave.	22-011359
1016 Ella Ave.	04-035488
624 Maryland Ave.	04-023668

Raymond M. Morriss, Mayor



Margie Woodring <margie.woodring@cumberlandmd.gov>

New Properties to City

1 message

Michael Scott Cohen <mike@msclawllc.com>

Mon, Jul 1, 2019 at 7:49 AM

To: "Margie Woodring (margie.woodring@cumberlandmd.gov)" <margie.woodring@cumberlandmd.gov>, "Jeff Rhodes City (jeff.rhodes@cumberlandmd.gov)" <jeff.rhodes@cumberlandmd.gov>, "Ken Tressler (ken.tressler@cumberlandmd.gov)" <ken.tressler@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>, "Brooke Cassell (brooke.cassell@cumberlandmd.gov)" <brooke.cassell@cumberlandmd.gov>, Dave Cox <dave.cox@cumberlandmd.gov>, Kevin Thacker <kevin.thacker@cumberlandmd.gov>, "Lisa Terrell (lisa.terrell@cumberlandmd.gov)" <lisa.terrell@cumberlandmd.gov>

All:

The deeds for the following properties have been submitted to the court for execution. For all intents and purposes, the titles to these properties have been transferred to the City. The properties will need to be added to the City's grass mowing list. Additionally, any unpaid taxes for the 2019 and prior tax years will need to be abated.

[884 Sperry Terrace](#) - 06-025692 – Footen & Loibel

[307 Broadway](#) - 22-012851 – Imperial Properties Fund

17 Paw Paw Alley - 06-019757 - Heath

215 Knox Street - 05-023807 - Meade

411 S. [Central Ave.](#) - 22-011359 - Rigglemen

1016 Ella Ave - 04-035488 - Reckley

Jeff – If there is interest in [17 Paw Paw Way](#), the tax sale costs and legal fees were around \$2,500.

Michael Scott Cohen, Esq.

213 Washington Street

Cumberland, MD 21502



Lisa Terrell <lisa.terrell@cumberlandmd.gov>

New Properties to City

1 message

Michael Scott Cohen <mike@msclawllc.com>

Mon, Jul 1, 2019 at 7:49 AM

To: "Margie Woodring (margie.woodring@cumberlandmd.gov)" <margie.woodring@cumberlandmd.gov>, "Jeff Rhodes City (jeff.rhodes@cumberlandmd.gov)" <jeff.rhodes@cumberlandmd.gov>, "Ken Tressler (ken.tressler@cumberlandmd.gov)" <ken.tressler@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>, "Brooke Cassell (brooke.cassell@cumberlandmd.gov)" <brooke.cassell@cumberlandmd.gov>, Dave Cox <dave.cox@cumberlandmd.gov>, Kevin Thacker <kevin.thacker@cumberlandmd.gov>, "Lisa Terrell (lisa.terrell@cumberlandmd.gov)" <lisa.terrell@cumberlandmd.gov>

All:

The deeds for the following properties have been submitted to the court for execution. For all intents and purposes, the titles to these properties have been transferred to the City. The properties will need to be added to the City's grass mowing list. Additionally, any unpaid taxes for the 2019 and prior tax years will need to be abated.

884 Sperry Terrace - 06-025692 – Footen & Loibel 2012-2019 = 1822.30

307 Broadway - 22-012851 – Imperial Properties Fund 2012-2019 = 862.18

17 Paw Paw Alley - 06-019757 - Heath 2012-2019 = 2584.49

215 Knox Street - 05-023807 - Meade 2011-2019 = 3454.71

411 S. Central Ave. - 22-011359 - Rigglemen 2012-2019 = 2379.43

1016 Ella Ave - 04-035488 - Reckley 2010-2019 = 2054.80

Jeff – If there is interest in 17 Paw Paw Way, the tax sale costs and legal fees were around

Michael Scott Cohen, Esq.

213 Washington Street

Cumberland, MD 21502

1,822.30+

862.18+

2,584.49+

3,454.71+

2,379.43+

2,054.80+

006

13,157.91*

Inquiry

Documents Exist

Prop#...: 06-025692
Owner...: LOIBEL VICTORIA E-FOOTEN KERRI A
Address: 884 SPERRY TE
Mail To: LOIBEL VICTORIA E-FOOTEN KERRI A
525 COLUMBIA AVE

School Dist.: CUMB SCHLS
F22=Add'l Info

Phone...: CUMBERLAND MD 21502-

Payoff Date : 7/01/2019
Total Billed: 8,311.23
Tot. Dsc App: .00
Total Paid...: 4,662.80
Total Due W/SC: 3,648.43

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2019	1	1	201910076	72.05	.00	.00	.00	72.05
-	2018	1	1	201810100	82.64	.00	14.85	.00	97.49
-	2017	1	1	201763962	82.64	.00	34.65	.00	117.29
-	2016	1	1	201609896	304.10	.00	200.64	.00	504.74
-	2015	1	1	201509906	304.10	.00	273.60	.00	577.70
-	2014	1	SA	201403388	364.92	.00	405.15	.00	770.07
-	2013	1	SA	201303411	316.27	.00	426.60	.00	742.87
-	2012	1	SA	201203439	295.58	.00	470.64	.00	766.22

72.05+

82.64+

82.64+

304.10+

304.10+

364.92+

316.27+

295.58+

008

1,822.30*

Inquiry

Prop#...: 22-012851
Owner...: IMPERIAL PROPERTIES FUND INC
Address: 307 BROADWAY ST
Mail To: IMPERIAL PROPERTIES FUND INC
20 PARK PL

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 7/01/2019
Total Billed: 5,448.62
Tot. Dsc App: .00
Total Paid...: 3,928.75
Total Due W/SC: 1,519.87

Phone...: NEWTON

MA 02460-1911

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2019	1	1	201911685	15.89	.00	.00	.00	15.89
-	2018	1	1	201811705	27.20	.00	4.86	.00	32.06
-	2017	1	1	201765534	26.49	.00	11.13	.00	37.62
-	2016	1	1	201611449	24.14	.00	15.84	.00	39.98
-	2015	1	1	201511457	24.14	.00	21.60	.00	45.74
-	2014	1	1	201411232	249.07	.00	283.86	.00	532.93
-	2013	1	1	201311219	248.11	.00	342.24	.00	590.35
-	2012	1	1	201211201	247.14	.00	251.37	273.21	225.30

15.89+

27.20+

26.49+

24.14+

24.14+

249.07+

248.11+

247.14+

008

862.18*

Inquiry

Prop#...: 06-019757
Owner...: HEATH JANET K
Address: 17 PAW PAW AL
Mail To: HEATH JANET K
17 PAW PAW ALY
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

Phone...:

MD 21502-0000

Payoff Date : 7/01/2019
Total Billed: 9,835.10
Tot. Dsc App: .00
Total Paid...: 5,256.99
Total Due W/SC: 4,578.11

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	1	1	201909918	339.04	.00	.00	.00	339.04
—	2018	1	1	201809943	333.74	.00	60.03	.00	393.77
—	2017	1	1	201763803	328.45	.00	137.97	.00	466.42
—	2016	1	1	201609736	299.27	.00	197.67	.00	496.94
—	2015	1	1	201509749	299.27	.00	269.55	.00	568.82
—	2014	1	SA	201403268	328.24	.00	364.08	.00	692.32
—	2013	1	SA	201303288	328.24	.00	442.80	.00	771.04
—	2012	1	SA	201203316	328.24	.00	521.52	.00	849.76

339.04+

333.74+

328.45+

299.27+

299.27+

328.24+

328.24+

328.24+

008

2,584.49*

Inquiry

Prop#...: 05-023807
 Owner...: MEADE THEODORE LE
 Address: 215 KNOX ST
 Mail To: MEADE THEODORE LE
 10106 MILWAUKEE CT
 LARGO
 Phone...:

School Dist.: CUMB SCHLS
 F22=Add'l Info

MD 20774-6061

Payoff Date : 7/01/2019
 Total Billed: 10,943.41
 Tot. Dsc App: .00
 Total Paid...: 4,457.80
 Total Due W/SC: 6,485.61

Enter Option: ____

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	1	1	201909040	414.26	.00	.00	.00	414.26
—	2018	1	1	201809056	400.49	.00	72.09	.00	472.58
—	2017	1	SA	201702463	386.72	.00	150.93	.00	537.65
—	2016	1	SA	201602516	352.37	.00	221.76	.00	574.13
—	2015	1	SA	201502521	352.37	.00	306.24	.00	658.61
—	2014	1	SA	201402663	384.23	.00	426.24	.00	810.47
—	2013	1	SA	201302676	384.23	.00	518.40	.00	902.63
—	2012	1	SA	201202706	384.23	.00	610.56	.00	994.79

414.26+

400.49+

386.72+

352.37+

352.37+

384.23+

384.23+

384.23+

395.81+

009

3,454.71*

Inquiry

Prop#...: 05-023807
 Owner...: MEADE THEODORE LE
 Address: 215 KNOX ST
 Mail To: MEADE THEODORE LE
 10106 MILWAUKEE CT
 LARGO
 Phone...:

School Dist.: CUMB SCHLS
 F22=Add'l Info

MD 20774-6061

Payoff Date : 7/01/2019
 Total Billed: 10,943.41
 Tot. Dsc App: .00
 Total Paid...: 4,457.80
 Total Due W/SC: 6,485.61

Enter Option: ____

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2011	1	SA	201102782	395.81	.00	724.68	.00	1120.49
—	2010	1	SA	201002810	375.21	.00	48.75	423.96	.00
—	2009	1	SA	200902811	353.75	.00	130.98	484.73	.00
—	2008	1	SA	200802871	332.29	.00	96.28	428.57	.00
—	2007	1	SA	200702891	310.68	.00	.00	310.68	.00
—	2006	1	SA	200602905	295.11	.00	.00	295.11	.00
—	2005	1	SA	200502948	279.53	.00	.00	279.53	.00
—	2004	1	SA	200412958	270.87	.00	.00	270.87	.00

Inquiry

Documents Exist

Prop#...: 22-011359
Owner...: RIGGLEMAN HAROLD F-LINDA J
Address: 411 ANDREW ST
Mail To: RIGGLEMAN HAROLD F-LINDA J
522 SHERIDAN PL

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 7/01/2019
Total Billed: 9,109.19
Tot. Dsc App: .00
Total Paid...: 4,901.80
Total Due W/SC: 4,207.39

Phone...: CUMBERLAND MD 21502-***

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	1	1	201911606	299.84	.00	.00	.00	299.84
—	2018	1	1	201811624	299.84	.00	54.00	.00	353.84
—	2017	1	1	201765455	310.43	.00	130.41	.00	440.84
—	2016	1	SA	201604042	282.86	.00	178.29	.00	461.15
—	2015	1	SA	201504044	282.86	.00	246.21	.00	529.07
—	2014	1	SA	201404277	301.20	.00	334.11	.00	635.31
—	2013	1	SA	201304296	301.20	.00	406.35	.00	707.55
—	2012	1	SA	201204327	301.20	.00	478.59	.00	779.79

299.84+

299.84+

310.43+

282.86+

282.86+

301.20+

301.20+

301.20+

008

2,579.43*

Inquiry

Documents Exist

Prop#...: 04-035488
Owner...: RECKLEY WALTER A
Address: 1016 ELLA AV
Mail To: RECKLEY WALTER A
C/O A LUCILLE RECKLEY
1016 ELLA AVE
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 7/01/2019
Total Billed: 6,259.06
Tot. Dsc App: .00
Total Paid...: 2,143.55
Total Due W/SC: 4,115.51

MD 21502-4711

Phone...:

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	1	1	201907423	223.20	.00	.00	.00	223.20
—	2018	1	1	201807431	219.67	.00	39.51	.00	259.18
—	2017	1	1	201761375	216.14	.00	90.72	.00	306.86
—	2016	1	1	201607360	196.94	.00	130.02	.00	326.96
—	2015	1	1	201507369	196.94	.00	177.30	.00	374.24
—	2014	1	1	201407295	196.94	.00	224.58	.00	421.52
—	2013	1	1	201307289	196.94	.00	271.86	.00	468.80
—	2012	1	1	201207284	196.94	.00	319.12	.00	516.06

223.20+

219.67+

216.14+

196.94+

196.94+

196.94+

196.94+

196.94+

210.46+

200.63+

010

2,054.80*

Inquiry

Documents Exist

Prop#...: 04-035488
Owner...: RECKLEY WALTER A
Address: 1016 ELLA AV
Mail To: RECKLEY WALTER A
C/O A LUCILLE RECKLEY
1016 ELLA AVE
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

MD 21502-4711

Payoff Date : 7/01/2019
Total Billed: 6,259.06
Tot. Dsc App: .00
Total Paid...: 2,143.55
Total Due W/SC: 4,115.51

Phone...:

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2011	1	1	201107259	210.46	.00	391.53	.00	601.99
—	2010	1	SA	201001467	200.63	.00	416.07	.00	616.70
—	2009	1	SA	200901460	190.24	.00	.00	190.24	.00
—	2008	1	SA	200801509	179.85	.00	19.80	199.65	.00
—	2007	1	SA	200701515	167.17	.00	46.76	213.93	.00
—	2006	1	SA	200601518	157.76	.00	66.48	224.24	.00
—	2005	1	SA	200501541	144.21	.00	42.05	186.26	.00
—	2004	1	SA	200411545	131.10	.00	63.47	194.57	.00

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Account Identifier:		District - 04 Account Number - 023668			
Owner Information					
Owner Name:	MAYOR AND CITY COUNCIL OF CUMBERLAND			Use:	EXEMPT
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-			Principal Residence:	NO
				Deed Reference:	/02476/ 00247
Location & Structure Information					
Premises Address:	624 MARYLAND AVE CUMBERLAND 21502-0000			Legal Description:	1,837 SF PT LOT 6 IRR HALEYS
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No: Plat Ref:
0109	0004	2404		0000	
Special Tax Areas:		Town:		CUMBERLAND	
		Ad Valorem:			
		Tax Class:			
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
1920	1,800 SF		1,837 SF		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage Last Major Renovation
3	YES	END UNIT	BRICK	1 full	
Value Information					
	Base Value	Value	Phase-in Assessments		
		As of	As of	As of	
		01/01/2018	07/01/2018	07/01/2019	
Land:	1,600	1,600			
Improvements	17,800	17,800			
Total:	19,400	19,400	19,400	19,400	
Preferential Land:	0			0	
Transfer Information					
Seller: SPIKER DAVID L-LINDA LEE		Date: 06/25/2019		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /02476/ 00247		Deed2:	
Seller:		Date:		Price: \$0	
Type:		Deed1: /00501/ 00786		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2018		07/01/2019	
County:	670	0.00		19,400.00	
State:	670	0.00		19,400.00	
Municipal:	670	0.00 19,400.00		0.00 19,400.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			

Inquiry

Documents Exist

Prop#...: 04-023668
Owner...: SPIKER DAVID L ET UX
Address: 624 MARYLAND AV
Mail To: SPIKER DAVID L ET UX
624 MARYLAND AVE
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

Phone...:

MD 21502-3518

Payoff Date : 7/10/2019
Total Billed: 5,771.30
Tot. Dsc App: .00
Total Paid...: 4,383.79
Total Due W/SC: 1,387.51

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2019	1	SA	201900794	205.54	.00	.00	.00	205.54
-	2018	1	SA	201800791	205.54	.00	35.02	.00	240.56
-	2017	1	SA	201700823	205.54	.00	84.46	.00	290.00
-	2016	1	SA	201600827	185.36	.00	120.25	.00	305.61
-	2015	1	SA	201500819	183.43	.00	162.87	.50	345.80
-	2014	1	SA	201400870	181.50	.00	100.10	281.60	.00
-	2013	1	SA	201300870	181.50	.00	78.26	259.76	.00
-	2012	1	SA	201200875	181.50	.00	96.46	277.96	.00

Taxes 2015-2019 = \$ 959.34

Item Attachment Documents:

Order 26,480 - approving an amendment to the Community Development Block Grant
Program funding effective July 16, 2019

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

ORDER NO. 26,480

DATE: July 16, 2019

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

THAT, the following program amendments to the Community Development Block Grant
Program be and are hereby approved effective July 16, 2019:

Program	Current	Amendment	New Total
2018 Salvation Army Facility Rehab : HVAC (QQ18050)	\$63,403	(\$63,403)	0
2018 Jane Frazier Village Sidewalk Imps Ph 3 (QQ18048)	\$123,740.42	\$63,403	\$187,143.82

Raymond M. Morris, Mayor

Public Notice of Intent to Reprogram Community Development Block Grant Funds

Amendment #36102019

City of Cumberland

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

\$63,403 remains unspent of the 2018 Salvation Army Facility Rehab: HVAC (QQ18050) which was originally funded at \$63,403. The funds were awarded for the installation of an HVAC system in the gymnasium of the community center located on 701 E. First Street, Cumberland. At the request of the Salvation Army of Cumberland, the project was canceled on May 14, 2019. Funds will be re-programmed to continue the Jane Frazier sidewalk replacement activity which is currently in its third year phase of funding.

As a result of the aforementioned proposed Amendment to the 2018 Annual Action Plan, the 2018 Jane Frazier Sidewalk Ph 3 (QQ18048) project will be increased by a total of \$63,403. The total funds available for this activity, which will remove barriers to accessibility and complete sidewalk replacement around and within the public housing project, is \$187,143 when added to the original grant and funds added on Amendment in March of 2019 of \$123,740. This activity requires additional funding in order to complete more of the total footage of sidewalks, curbs and associated support walls surrounding the 125 public housing units at Jane Frazier Village in South Cumberland.

Written comments concerning this change may be provided effective Friday, June 14, 2019 through 4 PM Monday, July 13, 2019. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email at lee.borror@cumberlandmd.gov. This Amendment to the Community Development Block Grant Annual Plans will be considered by Mayor and City Council at the regular meeting on Tuesday, July 16, 2019 in Council Chambers at City Hall at 6:15 PM.

ADV: Friday June 14, 2019

Item Attachment Documents:

Order 26,481 - authorizing a Residential Exemption from the Special Taxing District Levy for 45 N. Centre St., 50-52 N. Centre St., and 43-45 N. Liberty St.

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

ORDER NO. 26,481

DATE: July 16, 2019

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

THAT, the following Residential Exemption from the Special Taxing District
Levy be and are hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
45 N. Centre St. / D. Rhee	2018-2019 Tax No. 14-003207	\$ 546.36
50-52 N. Centre St. / W. Humbertson	2018-2019 Tax No. 14-005781	304.00
43-45 N. Liberty St. / W. Humbertson	2018-2019 Tax No. 14-005773	437.00

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

Raymond M. Morriss, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2019

I, Daniel Rhee request an exemption from the Special Taxing District Levy for property owned by me at: 45 N Centre Street, Cumberland, MD 21502

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;

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

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

Residential 50 %

Industrial _____ %

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

Signed: 

Date: 07-01-2019

For City use

Tax Account No: 14 003207

	Assessed Amount	Tax Amount
Original	239633	1092.73
Exempt	119816	546.36
Billable	119817	546.37

Inquiry

Documents Exist

Prop#..: 14-003207
Owner..: RHEE DANIEL-JAMES-LEE SAM J
Address: 45 N CENTRE ST
Mail To: RHEE DANIEL-JAMES-LEE SAM J
24 NATIONAL HWY
LAVALLE

School Dist.: CUMB SCHLS
F22=Add'l Info

Phone..:

MD 21502-7001

Payoff Date : 7/09/2019
Total Billed: 69,470.87
Tot. Dsc App: .00
Total Paid...: 62,198.12
Total Due W/SC: 7,272.75

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	4	4P	192060024	1092.73	.00	.00	.00	1092.73
—	2019	1	1	201910894	2538.91	.00	.00	.00	2538.91
—	*2018	4	4P	182060024	537.32	.00	107.50	.00	644.82
—	2018	1	1	201810912	2496.89	.00	499.40	.00	2996.29
—	*2017	4	4P	172060024	528.27	.00	.00	528.27	.00
—	2017	1	1	201764760	2454.86	.00	.00	2454.86	.00
—	*2016	4	4P	072060088	526.45	.00	.00	526.45	.00
—	2016	1	1	201610684	2229.11	.00	.00	2229.11	.00

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2019

I, William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 50-52 N Centre Street, Cumberland, MD 21502

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;

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

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

Residential 50 %

Industrial _____ %

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

Signed: William Humbertson

Date: 07-01-2019

For City use

Tax Account No: 14 005781

	Assessed Amount	Tax Amount
Original	133,333	408. ⁰⁰
Exempt	66,666	304. ⁰⁰
Billable	66,667	304. ⁰⁰

Inquiry

Prop#...: 14-005781
Owner...: HUMBERTSON WILLIAM C
Address: 50 N CENTRE ST
Mail To: HUMBERTSON WILLIAM C
43 N LIBERTY ST
CUMBERLAND

School Dist.: CUMB SCHLS

Phone...:

MD 21502-

Payoff Date : 7/09/2019
Total Billed: 27,765.01
Tot. Dsc App: .00
Total Paid...: 25,744.35
Total Due W/SC: 2,020.66

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	4	4P	192060048	608.00	.00	.00	.00	608.00
—	2019	1	1	201911070	1412.66	.00	.00	.00	1412.66
—	*2018	4	4P	182060048	299.98	.00	18.00	317.98	.00
—	2018	1	1	201811090	1393.95	.00	83.64	1477.59	.00
—	*2017	4	4P	172060048	295.94	.00	.00	295.94	.00
—	2017	1	1	201764937	1375.23	.00	27.50	1402.73	.00
—	*2016	4	4P	072060112	274.67	.00	.00	274.67	.00
—	2016	1	1	201610861	1162.99	.00	.00	1162.99	.00

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2019

I, William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 43 -45 W Liberty Street, Cumberland, MD 21502

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;

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

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

Residential 50 %

Industrial _____ %

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

Signed: William Humbertson

Date: 07-01-2019

For City use

Tax Account No: 14 005773

	Assessed Amount	Tax Amount
Original	87 400	398 54
Exempt	43 700	199 27
Billable	43 700	199 27

Inquiry

Prop#...: 14-005773
Owner...: HUMBERTSON WILLIAM C
Address: 43 N LIBERTY ST
Mail To: HUMBERTSON WILLIAM C
43 N LIBERTY ST
CUMBERLAND

School Dist.: CUMB SCHLS

Phone...:

MD 21502-

Payoff Date : 7/09/2019
Total Billed: 24,424.71
Tot. Dsc App: .00
Total Paid...: 23,100.17
Total Due W/SC: 1,324.54

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	4	4P	192060047	398.54	.00	.00	.00	398.54
—	2019	1	1	201911069	926.00	.00	.00	.00	926.00
—	*2018	4	4P	182060047	199.27	.00	11.97	211.24	.00
—	2018	1	1	201811089	926.00	.00	55.56	981.56	.00
—	*2017	4	4P	172060047	199.96	.00	.00	199.96	.00
—	2017	1	1	201764936	929.18	.00	18.58	947.76	.00
—	*2016	4	4P	072060111	191.37	.00	.00	191.37	.00
—	2016	1	1	201610860	810.29	.00	.00	810.29	.00

Item Attachment Documents:

Order 26,482 - Authorizing execution of a Cost-Share Agreement with MDE relative to the 78" Parallel Pipeline from Mill Race to CSO Storage Project, providing that MDE will pay up to 87.5% of the total project cost in Bay Restoration Funds, not to exceed \$20,097,656

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

ORDER NO. 26,482

DATE: July 16, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Cost-Share Agreement and Conditions of MDE Grant Award between the MD Department of the Environment (MDE) and the Mayor and City Council of Cumberland, relative to the 78" Parallel Pipeline from Mill Race to CSO Storage Project, providing that MDE will pay up to 87.5% in Bay Restoration Funds of the total project cost, not to exceed Twenty Million, Ninety-Seven Thousand, Six Hundred Fifty-Six Dollars (\$20,097,656).

Raymond M. Morriss, Mayor

**COST-SHARE AGREEMENT BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND THE CITY OF CUMBERLAND**

THIS COST-SHARE AGREEMENT is made this ____ day of _____, 2019, between the Office of Budget and Infrastructure Financing, a unit of the Maryland Department of the Environment (the "Department"), and The City of Cumberland, (the "Recipient").

The Department will allocate up to 87.5% of the total project cost, not to exceed Twenty Million Ninety Seven Thousand and Six Hundred Fifty Six Dollars (\$20,097,656) in Bay Restoration Funds for the 78" Parallel Pipeline from Mill Race to Combined Sewer Overflow Storage project in Allegany County. The Department may, at its discretion, provide the Recipient additional grant funds towards the total eligible project costs for the project described in the Capital Projects Financial Assistance Pre-Application dated January 24, 2018, contingent upon the availability of state funds and subject to approval by the Maryland Board of Public Works.

The completed Capital Projects Financial Assistance Pre-Application and Conditions of Financial Assistance Award are expressly incorporated herein by reference and made part of this agreement.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Witness

By: _____
Terri Wilson, Director
Office of Budget and Infrastructure
Financing

Date

CITY OF CUMBERLAND

Witness

By: _____
Honorable Raymond M. Morriss
Mayor

Date

MARYLAND DEPARTMENT OF THE ENVIRONMENT
Engineering and Capital Projects Program
1800 Washington Boulevard • Baltimore MD 21230
(410) 537-3000 • 1-800-633-6101 • <http://www.mde.state.md.us>

CONDITIONS OF MDE GRANT AWARD

Project Name: 78" Parallel Pipeline from Mill Race to CSO Storage

Project Number: _____

Upon the receipt of grants from the Maryland Department of the Environment (the "Department"), the following conditions are understood and accepted by the applicant as conditions binding upon the recipient organization.

1. The recipient agrees to utilize the State grant funds for the project described in the Application for Financial Assistance and as approved by the State Board of Public Works.
2. The recipient agrees to make a good faith effort to secure sufficient funds to cover all project costs not covered by State grant funds.
3. The recipient agrees to adhere to the schedule submitted in its Application for Financial Assistance and will take all appropriate actions to ensure the project phase (planning, design and/or construction) is initiated within the fiscal year in which the state grant funds are appropriated. Failure to proceed within the funding fiscal year may result in loss of grant funding. The recipient will have an opportunity to re-apply for funding in a future year.
4. The recipient agrees to submit to the Department for review all Architectural/Engineering (A/E) service contracts prior to execution if state grant is to cover the costs.
5. The recipient agrees to select A/E consulting firm(s) for planning, design, construction management/inspection and/or grant management in accordance with pertinent Local, State and Federal laws and regulations.
6. The recipient agrees that it will only award a contract to an A/E consulting firm upon proof of professional liability insurance in an amount reasonable and customary for the services being performed.
7. The recipient agrees not to advertise for bids for construction contracts prior to obtaining written approval of the plans and specifications from the Department.
8. The recipient agrees to provide the Department (if requested) an updated project construction cost estimate prior to advertising for bids for construction.
9. For construction contracts greater than \$100,000, the recipient agrees to procure contractors using formal bidding procedures by advertising the request for bids in publications having appropriate widespread circulation. For contracts less than \$100,000, the recipient has the option to use the small purchase procurement procedures or the formal bidding procedures. For additional information, please contact the Department.
10. The recipient agrees to select the contractor for construction of the project in accordance with applicable Local, State, and Federal laws and **not award a construction contract until:**
 - a. the contractor has posted a Performance Bond and a Payment Bond for 100% of the contract price (generally applicable to contracts over \$100,000 or as determined by the Department);
 - b. the contractor has signed the assurances provided in the "State Insert" included with the contract documents;
 - c. the recipient can certify that adequate A/E inspection and supervision will be provided at the construction site to ensure project construction conforms with the approved plans and specifications; and
 - d. a written approval to award the contract has been received from the Department.
11. Prior to construction start, the recipient agrees to secure all necessary permits, rights-of-way and easements, and undertake any reasonable action resulting from the environmental, design, permitting or state clearinghouse reviews.
12. The recipient agrees to follow best construction management and inspection practices to construct the project in accordance with plans and specifications approved by the Department.
13. Unless waived by the Department, the recipient agrees to post a project sign in the manner and format prescribed by the Department prior to initiating construction.
14. The recipient agrees to obtain prior written approval from the Department for all change orders that significantly alter the project. Change orders that do not significantly alter the project do not require prior approval; however, they must be submitted to the Department within 30 calendar days of execution if grant is to cover change order costs.
15. The recipient agrees to permit and assist State employees to monitor the project construction during normal working hours.
16. The recipient agrees to allocate sufficient funds and operate and maintain the facilities, in accordance with applicable sections of Title 9 of the Environment Article, for the purposes for which it was constructed.
17. The recipient agrees to provide any reasonable information concerning the project in a manner and form prescribed by the Department.
18. The recipient agrees to seek all payments on a reimbursement basis only, unless otherwise authorized by the Department.
19. The recipient agrees to maintain adequate accounting records for a period of three years following the Department's administrative closeout of the project and make them available to the Department for inspection and audit when requested. The recipient's accounting records will at a minimum provide the following:
 - a. provision that the recipient must provide a detailed budget (breakdown of category and cost) including any advances on costs to be incurred;
 - b. A provision requiring the recipient to provide a schedule of spending (related to the budget detail);
 - c. A provision requiring a deliverable schedule from the recipient (linked to the spending schedule);
 - d. A provision requiring a periodic financial summary (defining expended funds in association with the budgeted categories and schedule of spending);
 - e. A provision requiring the contractor to maintain all records relating to the grant until the grant has been audited or three years from the completion of the project, whichever is earlier; and
 - f. A provision indicating that MDE may audit any records in conjunction with a project at any time, in person, or request that a copy of the records be forwarded to MDE for verification.
20. The recipient agrees to comply with Title VI of the Civil Rights Act of 1964 - no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under program or activity for which the applicant received State grant.



21. The recipient is required to make good-faith efforts to utilize Minority and Women's Business Enterprises (M/WBE) to participate in procurements involving MDE state grant funds. This requirement applies to projects receiving any grant funding from the Bay Restoration Fund and projects receiving more than \$500,000 in any other MDE grant funding. Please visit MDE's website for guidance.
22. The recipient hereby certifies that all project activities will comply with the tax-exempt bond provisions of the Internal Revenue Code and would not constitute a change in use or private activity.
23. For drinking water and sewerage projects, the recipient certifies that the proposed project is consistent with and is included in an approved water and sewerage area as outlined in the County Water and Sewerage Plan adopted by the County governing body pursuant to §9-501, et seq., of the Environment Article.
24. For grant under the "Sewerage Supplemental Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.08 - Water Pollution Control Fund Construction Financial Assistance Regulations.
25. For grant under the "Nutrient Removal Cost-Share Programs", the recipient agrees to adhere to the provisions of the cost-share agreement and contribute local match for each phase of the project accordingly.
26. For grant under the "Water Supply Financial Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.09 - Water Supply Construction Financial Assistance Regulations, to provide salvage rights by the State upon default by the recipient and contribute at least 12.5% of the total eligible project cost as local match. Unless waived by the Department, all costs exceeding 5% of the original total grant/loan award or costs not authorized by the Department are the responsibility of the recipient. The Department may void the grant if construction has not commenced within 6 months of the award for construction and the recipient agrees to repay all funds with interest.
27. For grant under the "Energy-Water Infrastructure Program," the recipient shall comply with the program guidance provided and any regulations promulgated by the Department.
28. For grant under the Bay Restoration Fund Act, the recipient shall be required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, regulations under COMAR 26-03-13, and any applicable bond resolutions.
29. For grant under the Chesapeake and Atlantic Coastal Bays Nonpoint Source Fund, the recipient is required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, and any regulations and directives promulgated thereafter.
30. At the completion of the construction of the project, the recipient agrees to submit, if appropriate to the project, a set of "as built" drawings certified by a professional engineer or a soil conservation district engineer.
31. The recipient agrees to submit a final claim for reimbursement of costs within sixty days of the Department's final inspection of the project.
32. The recipient agrees that the Department may deny any request for funds if the recipient fails to comply with any of the above conditions of financial assistance award.
33. The recipient agrees that the State Board of Public Works may terminate financial assistance upon the recommendation of the Department if the Department determines in its discretion that there is:
- a. failure to perform without good cause; or
 - b. gross abuse or corrupt practices in the administration of the project; or
 - c. poor, non-standard, or unsafe construction procedures; or
 - d. failure to comply with any of the conditions of grant award or applicable State laws, regulations, or Departmental policies; or
 - e. failure to adhere with the approved project schedule.
34. The recipient agrees to repay the State (with interest, based on current bond rate and assessed from the date the said funds were received), on demand, any funds received that were misapplied (i.e., not expended in accordance with the terms of these conditions of grant award or applicable State laws, regulations and Departmental policies). In the event that the recipient fails to refund upon demand any misapplied funds, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the misapplied funds plus interest.
35. The recipient agrees to return, within 30 days of a written request by the Department, any excess funds received (i.e., total funding received from several funding sources exceeds 100% of project costs). In the event that the recipient fails to refund upon demand any excess funds released by the State, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the overpayment.
36. The recipient agrees to repay the State, immediately upon demand, the depreciated value (on a straight line basis) of the State grant, if the project assets are sold by a public entity or non-profit entity, to a for-profit entity anytime within 20-years of project completion.

I certify that the information provided with the financial assistance application is true to the best of my knowledge and agree to comply with the above Conditions of MDE Grant Award.

Signature of Recipient's Authorized Representative

Date

Name and Title



Item Attachment Documents:

Order 26,483 - Authorizing execution of a Cost-Share Agreement with MDE relative to the Decatur Street 24" Crosstown Water Main Replacement Project, providing that MDE will pay up to 25% of the total project cost in Water Supply Grant Funds, not to exceed \$703,000

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

ORDER NO. 26,483

DATE: July 16, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Cost-Share Agreement and Conditions of MDE Grant Award between the MD Department of the Environment (MDE) and the Mayor and City Council of Cumberland, relative to the Decatur Street 24" Crosstown Water Main Replacement Project, providing that MDE will pay up to 25% in Water Supply Grant Funds of the total project cost, not to exceed Seven Hundred Three Thousand Dollars (\$703,000).

Raymond M. Morriss, Mayor

**COST-SHARE AGREEMENT BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND THE CITY OF CUMBERLAND**

THIS COST-SHARE AGREEMENT is made this _____ day of _____, 2019, between the Office of Budget and Infrastructure Financing, a unit of the Maryland Department of the Environment (the "Department"), and The City of Cumberland, (the "Recipient").

The Department will allocate up to 25% of the total project cost, not to exceed Seven Hundred Three Thousand Dollars (\$703,000) in Water Supply Grant funds for the Decatur Street 24" Crosstown Water Main Replacement project in Allegany County. The Department may, at its discretion, provide the Recipient additional grant funds towards the total eligible project costs for the project described in the Capital Projects Financial Assistance Pre-Application dated January 24, 2018, contingent upon the availability of state funds and subject to approval by the Maryland Board of Public Works.

The completed Capital Projects Financial Assistance Pre-Application and Conditions of Financial Assistance Award are expressly incorporated herein by reference and made part of this agreement.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

_____ Witness	By: _____ Terri Wilson, Director Office of Budget and Infrastructure Financing	_____ Date
------------------	---	---------------

CITY OF CUMBERLAND

_____ Witness	By: _____ Honorable Raymond M. Morriss Mayor	_____ Date
------------------	--	---------------

CONDITIONS OF MDE GRANT AWARD

Project Name: Decatur Street 24" Crosstown Water Main Replacement **Project Number:** _____

Upon the receipt of grants from the Maryland Department of the Environment (the "Department"), the following conditions are understood and accepted by the applicant as conditions binding upon the recipient organization.

1. The recipient agrees to utilize the State grant funds for the project described in the Application for Financial Assistance and as approved by the State Board of Public Works.
2. The recipient agrees to make a good faith effort to secure sufficient funds to cover all project costs not covered by State grant funds.
3. The recipient agrees to adhere to the schedule submitted in its Application for Financial Assistance and will take all appropriate actions to ensure the project phase (planning, design and/or construction) is initiated within the fiscal year in which the state grant funds are appropriated. Failure to proceed within the funding fiscal year may result in loss of grant funding. The recipient will have an opportunity to re-apply for funding in a future year.
4. The recipient agrees to submit to the Department for review all Architectural/Engineering (A/E) service contracts prior to execution if state grant is to cover the costs.
5. The recipient agrees to select A/E consulting firm(s) for planning, design, construction management/inspection and/or grant management in accordance with pertinent Local, State and Federal laws and regulations.
6. The recipient agrees that it will only award a contract to an A/E consulting firm upon proof of professional liability insurance in an amount reasonable and customary for the services being performed.
7. The recipient agrees not to advertise for bids for construction contracts prior to obtaining written approval of the plans and specifications from the Department.
8. The recipient agrees to provide the Department (if requested) an updated project construction cost estimate prior to advertising for bids for construction.
9. For construction contracts greater than \$100,000, the recipient agrees to procure contractors using formal bidding procedures by advertising the request for bids in publications having appropriate widespread circulation. For contracts less than \$100,000, the recipient has the option to use the small purchase procurement procedures or the formal bidding procedures. For additional information, please contact the Department.
10. The recipient agrees to select the contractor for construction of the project in accordance with applicable Local, State, and Federal laws and **not award a construction contract until:**
 - a. the contractor has posted a Performance Bond and a Payment Bond for 100% of the contract price (generally applicable to contracts over \$100,000 or as determined by the Department);
 - b. the contractor has signed the assurances provided in the "State Insert" included with the contract documents;
 - c. the recipient can certify that adequate A/E inspection and supervision will be provided at the construction site to ensure project construction conforms with the approved plans and specifications; and
 - d. a written approval to award the contract has been received from the Department.
11. Prior to construction start, the recipient agrees to secure all necessary permits, rights-of-way and easements, and undertake any reasonable action resulting from the environmental, design, permitting or state clearinghouse reviews.
12. The recipient agrees to follow best construction management and inspection practices to construct the project in accordance with plans and specifications approved by the Department.
13. Unless waived by the Department, the recipient agrees to post a project sign in the manner and format prescribed by the Department prior to initiating construction.
14. The recipient agrees to obtain prior written approval from the Department for all change orders that significantly alter the project. Change orders that do not significantly alter the project do not require prior approval; however, they must be submitted to the Department within 30 calendar days of execution if grant is to cover change order costs.
15. The recipient agrees to permit and assist State employees to monitor the project construction during normal working hours.
16. The recipient agrees to allocate sufficient funds and operate and maintain the facilities, in accordance with applicable sections of Title 9 of the Environment Article, for the purposes for which it was constructed.
17. The recipient agrees to provide any reasonable information concerning the project in a manner and form prescribed by the Department.
18. The recipient agrees to seek all payments on a reimbursement basis only, unless otherwise authorized by the Department.
19. The recipient agrees to maintain adequate accounting records for a period of three years following the Department's administrative closeout of the project and make them available to the Department for inspection and audit when requested. The recipient's accounting records will at a minimum provide the following:
 - a. provision that the recipient must provide a detailed budget (breakdown of category and cost) including any advances on costs to be incurred;
 - b. A provision requiring the recipient to provide a schedule of spending (related to the budget detail);
 - c. A provision requiring a deliverable schedule from the recipient (linked to the spending schedule);
 - d. A provision requiring a periodic financial summary (defining expended funds in association with the budgeted categories and schedule of spending);
 - e. A provision requiring the contractor to maintain all records relating to the grant until the grant has been audited or three years from the completion of the project, whichever is earlier; and
 - f. A provision indicating that MDE may audit any records in conjunction with a project at any time, in person, or request that a copy of the records be forwarded to MDE for verification.
20. The recipient agrees to comply with Title VI of the Civil Rights Act of 1964 - no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under program or activity for which the applicant received State grant.



21. The recipient is required to make good-faith efforts to utilize Minority and Women's Business Enterprises (M/WBE) to participate in procurements involving MDE state grant funds. This requirement applies to projects receiving any grant funding from the Bay Restoration Fund and projects receiving more than \$500,000 in any other MDE grant funding. Please visit MDE's website for guidance.
22. The recipient hereby certifies that all project activities will comply with the tax-exempt bond provisions of the Internal Revenue Code and would not constitute a change in use or private activity.
23. For drinking water and sewerage projects, the recipient certifies that the proposed project is consistent with and is included in an approved water and sewerage area as outlined in the County Water and Sewerage Plan adopted by the County governing body pursuant to §9-501, et seq., of the Environment Article.
24. For grant under the "Sewerage Supplemental Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.08 - Water Pollution Control Fund Construction Financial Assistance Regulations.
25. For grant under the "Nutrient Removal Cost-Share Programs", the recipient agrees to adhere to the provisions of the cost-share agreement and contribute local match for each phase of the project accordingly.
26. For grant under the "Water Supply Financial Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.09 - Water Supply Construction Financial Assistance Regulations, to provide salvage rights by the State upon default by the recipient and contribute at least 12.5% of the total eligible project cost as local match. Unless waived by the Department, all costs exceeding 5% of the original total grant/loan award or costs not authorized by the Department are the responsibility of the recipient. The Department may void the grant if construction has not commenced within 6 months of the award for construction and the recipient agrees to repay all funds with interest.
27. For grant under the "Energy-Water Infrastructure Program," the recipient shall comply with the program guidance provided and any regulations promulgated by the Department.
28. For grant under the Bay Restoration Fund Act, the recipient shall be required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, regulations under COMAR 26-03-13, and any applicable bond resolutions.
29. For grant under the Chesapeake and Atlantic Coastal Bays Nonpoint Source Fund, the recipient is required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, and any regulations and directives promulgated thereafter.
30. At the completion of the construction of the project, the recipient agrees to submit, if appropriate to the project, a set of "as built" drawings certified by a professional engineer or a soil conservation district engineer.
31. The recipient agrees to submit a final claim for reimbursement of costs within sixty days of the Department's final inspection of the project.
32. The recipient agrees that the Department may deny any request for funds if the recipient fails to comply with any of the above conditions of financial assistance award.
33. The recipient agrees that the State Board of Public Works may terminate financial assistance upon the recommendation of the Department if the Department determines in its discretion that there is:
- failure to perform without good cause; or
 - gross abuse or corrupt practices in the administration of the project; or
 - poor, non-standard, or unsafe construction procedures; or
 - failure to comply with any of the conditions of grant award or applicable State laws, regulations, or Departmental policies; or
 - failure to adhere with the approved project schedule.
34. The recipient agrees to repay the State (with interest, based on current bond rate and assessed from the date the said funds were received), on demand, any funds received that were misapplied (i.e., not expended in accordance with the terms of these conditions of grant award or applicable State laws, regulations and Departmental policies). In the event that the recipient fails to refund upon demand any misapplied funds, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the misapplied funds plus interest.
35. The recipient agrees to return, within 30 days of a written request by the Department, any excess funds received (i.e., total funding received from several funding sources exceeds 100% of project costs). In the event that the recipient fails to refund upon demand any excess funds released by the State, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the overpayment.
36. The recipient agrees to repay the State, immediately upon demand, the depreciated value (on a straight line basis) of the State grant, if the project assets are sold by a public entity or non-profit entity, to a for-profit entity anytime within 20-years of project completion.

I certify that the information provided with the financial assistance application is true to the best of my knowledge and agree to comply with the above Conditions of MDE Grant Award.

Signature of Recipient's Authorized Representative

Date

Name and Title



Item Attachment Documents:

Order 26,484 accepting the sole source proposal from Carl Belt, Inc., to make emergency temporary repairs to the Baltimore Street Bridge in the lump sum amount not to exceed \$82,000

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

ORDER NO. 26,484

DATE: July 16, 2019

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

THAT, the sole source proposal from Carl Belt, Inc., 11521 Milnor Avenue, Upper Potomac Industrial Park, Cumberland, MD 21502, to make emergency temporary repairs to the Baltimore Street Bridge (Replace West End Diaphragms) be and is hereby accepted in the lump sum amount not to exceed Eighty Two Thousand Dollars (\$82,000); and

BE IT FURTHER ORDERED, that an appropriation to the FY20 General Fund Public Works Budget in the amount of Eighty Two Thousand Dollars (\$82,000) be and is hereby approved, bringing the FY20 General Fund Public Works Budget to Three Million, Seven Thousand, One Hundred Eighty-One Dollars (\$3,007,181).

Raymond M. Morriss, Mayor

Budget: 001.056.40700

FY2020 General Fund Public Works Approved Budget	\$ 2,925,181
Baltimore St. Bridge Maintenance Amendment	82,000
Amended FY2020 General Fund Public Works Budget	\$ 3,007,181

Council Agenda Summary

Meeting Date: July 16, 2019

Agenda Item Number:

Key Staff Contact: Robert Smith, Kim Root

Item Title:

Award Sole Source Emergency Repairs to Carl Belt, Inc for Baltimore Street Bridge

Summary:

Award Sole Source Emergency Repairs to Carl Belt, Inc for Baltimore Street Bridge in the estimated amount of \$82,000.00. These repairs will be made during the Western MD Scenic Railroad Crossing Upgrades. These repairs were identified in the Bridge Inspection Report as needed to keep the bridge open to traffic.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	001.056.40700.
Value of award:	\$82,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



Kim Root <kim.root@cumberlandmd.gov>

Re: Baltimore Street Temporary Bridge Repairs

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Wed, Jul 10, 2019 at 9:28 AM

To: Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Kim Root <kim.root@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Approved.

Margie, let's have this on the agenda Tuesday....thanks!

Jeff

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

On Tue, Jul 9, 2019 at 1:58 PM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Jeff - I am writing to request permission to sole-source the temporary bridge repairs for the Baltimore Street Bridge to Carl Belt Inc (Belt). Belt is the only contractor in our area that can procure, fabricate and install the necessary materials and equipment to be able to execute the scope of work within the required timeframe. This work must be completed while traffic on the bridge is reduced to one lane during the scenic railroad crossing construction. Please advise if this is acceptable. Thanks.

Robert Smith, P.E.
Cumberland City Engineer
[57 N. Liberty Street](#)
[Cumberland, MD 21502](#)
[Office 301-759-6600](#)
Direct 301-759-6601
Cell 301-268-1180
FAX 301-759-6608
email: robert.smith@cumberlandmd.gov

CARL BELT

INCORPORATED

C O N T R A C T I N G - - E N G I N E E R I N G

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MD 21501-1210

July 3, 2019

City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

RE: BALTIMORE STREET BRIDGE – REPLACE WEST END DIAPHRAGMS

Dear Mr. Robert Smith,

Carl Belt, Incorporated is pleased to present our proposal for the above referenced project. Our scope of work is as follows:

SCOPE OF WORK

- Purchase steel beams, plates, angles, and U bolts
- Field paint steel prior to installation
- Setup access platform for work
- Remove existing diaphragms and install new steel per WB Consulting Engineers drawings
- Install timber cribbing under new diaphragms
- Field touch-up paint and remove access platform

CLARIFICATIONS

- Price is based on purchasing steel from a non-approved SHA source
- Price is based on accessing the flood control channel with equipment
- Prep work for platform to be completed during the week of July 22nd (approx. 3 day duration)
- All steel and cribbing work to be completed during the week of July 29th (approx. 5 day duration)
- Price **excludes** any bonds or permits

LUMP SUM BUDGET PRICE \$82,000.00

If you should have any questions or issues regarding our request, please do not hesitate to contact me.

Sincerely,

CARL BELT, INCORPORATED



Jared Burkett
Vice President

JB/ph
CC: CBjr/DM/MF/BM/AT/File
CB-19-098

Item Attachment Documents:

Order 26,485 - accepting the bid from C&T Mechanical for the Smouses Mill Pumping Station Upgrades (29-18-W) in the estimated unit cost of \$220,000 and rejecting all other bids

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

ORDER NO. 26,485

DATE: July 16, 2019

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

THAT, the bid from C&T Mechanical, 1103 Oldtown Road, Cumberland, MD 21502, for the Smouses Mill Pumping Station Upgrades (29-18-W) in the estimated unit cost of Two Hundred Twenty Thousand Dollars (\$220,000) be and is hereby accepted, and all other bids are hereby rejected.

Raymond M. Morriss, Mayor

Fund: 002.229X.63000

Contractor	Bid Amount
Snyder Environmental	\$259,200
Walter N. Yoder & Sons	\$228,558
C&T Mechanical	\$220,000

Council Agenda Summary

Meeting Date: July 16, 2019

Agenda Item Number: City Project 29-18-W

Key Staff Contact: Robert Smith, Kim Root

Item Title:

Award City Project 29-18-W Smouses Mill Pumping Station Upgrades

Summary:

Award City Project 29-18-W Smouses Mill Pumping Station Upgrades to the low responsive bidder C&T Mechanical in the estimated unit cost of \$220,000.00. Two other bids were received for this project. Walter Yoder & Sons, Inc in the amount of \$228,558 and Snyder Environmental Services Inc. in the amount of \$259,200. It is this department's recommendation to award to C&T Mechanical. These upgrades will include a new pumping station system and generator at the pump station.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	002.299X.63000
Value of award:	\$220,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

City of Cumberland				
Bid Opening: July 10, 2019 2:30 p.m., Cumberland City Hall Council Chambers				
Smouses Mill Pumping Station Upgrades				
City Project No. 29-18-W				
Company	Total Base Bid	Affidavit	Local Preference	Bid Bond
Snyder Environmental Services, Inc.	\$ 259,200.00	Yes	N/A	Yes
270 Industrial Boulevard				
Kearneysville, WV 25430				
Walter N. Yoder & Sons, Inc.	\$ 228,558.00	Yes	County	Yes
16200 McMullen Highway, SW				
PO Box 1337				
Cumberland, MD 21502				
C&T Mechanical	\$ 220,000.00	Yes	City	Yes
1103 Oldtown Road				
Cumberland, MD 21502				
The Department of Engineering will review all proposals and provide a recommendation to the Mayor and City Council for award based on the lowest and most responsive bid received.				

Item Attachment Documents:

Order No. 26,486 - accepting the bid of Bennett, Brewer and Associates, LLC to provide engineering services for the Decatur Street 24" Crosstown Water Main Project (31-17-W) in the total lump sum amount of \$54,779 and rejecting all other bids

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

ORDER NO. 26,486

DATE: July 16, 2019

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

THAT, the bid of Bennett, Brewer and Associates, LLC to provide engineering services for the Decatur Street 24" Crosstown Water Main Project (31-17-W) be and is hereby accepted in the total lump sum amount of Forty-Five Thousand, Four Hundred Ninety-one Dollars (\$45,491) with the add alternate construction phase services amount of Nine Thousand, Two Hundred Eighty-Eight Dollars (\$9,288) for the total lump sum amount of Fifty-Four Thousand, Seven Hundred Seventy-Nine Dollars (\$ 54,779); and

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

Raymond M. Morriss, Mayor

Fund: 002.299EE.20100

Contractor	Base Bid Amount
Whitman Requardt & Assoc.	\$ 91,244
Bennett Brewer & Associates	45,491
Gwin, Dobson & Foreman	\$ 135,000

Council Agenda Summary

Meeting Date: July 16, 2019

Agenda Item Number:

Key Staff Contact: Robert Smith, Kim Root

Item Title:

Award City Project 31-17-W Decatur Street 24" Crosstown Water Main Engineering Services

Summary:

There were 3 bids received for this project. The lowest responsive bidder was Bennett Brewer and Associates LLC in the estimate lump sum amount of \$45,491.00 with the add alternate construction phase services amount of \$9,288.00 for a total bid of \$54,779.00. Two other bids were received from Whitman Requardt and Associates LLP in the total amount of \$104,938.00 and Gwin, Dobson & Foreman Engineers in the total amount of \$152,271.23. It is this department's recommendation to award to Bennett Brewer and Associates for the total project amount of \$54,779.00. This project will be for design, construction specifications, permits required and construction phase services.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	002.299EE.20100
Value of award:	\$54,779.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

City of Cumberland					
Bid Opening: June 12, 2019 2:30 p.m., Cumberland City Hall Council Chambers					
Decatur Street 24" Crosstown Water Main Replacement					
City Project No. 31-17-W					
Company	Total Bid	Add Alternate	Affidavit	Local Preference	Addendum
Whitman Requardt & Assoc. 801 South Caroline Street Baltimore, MD 21231	\$ 91,244.00	\$ 13,694.00	Yes	N/A	1&2
Bennett Brewer & Associates, LLC 23 East Main Street, Suite 200 Frostburg, MD 21532	\$ 45,491.00	\$ 9,288.00	Yes	County	1&2
Gwin, Dobson & Foreman, Inc. 3121 Fairway Drive Altoona, PA 16602-4496	\$ 135,000.00	\$ 17,271.23	Yes	N/A	1&2
The Department of Engineering will review all proposals and provide a recommendation to the Mayor and City Council for award based on the lowest and most responsive bid received.					

Item Attachment Documents:

Order 26,487 - approving the appointment of Chris Myers to the Historic Preservation Commission to fill the unexpired term of Ruth Davis-Berlage to be effective July 16, 2019 through December 31, 2022

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

ORDER NO. 26,487

DATE: July 16, 2019

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

THAT, Chris Myers be and is hereby appointed to the Historic Preservation Commission to fill the unexpired term of Ruth Davis-Berlage, to be effective July 16, 2019 through December 31, 2022.

Raymond M. Morriss, Mayor

Memo

To: Margie Woodring, Jeff Rhodes, Mayor and City Council

From: Kathy McKenney

CC:

Date: June 28, 2019

Re: Historic Preservation Commission Appointment Recommendation

Two vacancies currently exist on the Historic Preservation Commission. Since the notice was made available to the public to obtain letters of interest on the commission, one letter has been received from Mr. Chris Myers who resides at 15 South Liberty Street. Mr. Myers has been regularly attending the commission's monthly meetings. Although he does possess one of the educational/professional backgrounds as recognized in the federal standards, the commission is still comprised of the minimum number that must possess those specific backgrounds. Therefore, I would recommend the appointment of Mr. Myers under the provision of "special knowledge of interest".

Thank you for your consideration of his appointment and please let me know if I can be of additional assistance.