



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 **(Amended April 7, 2020)**

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

DATE: April 07, 2020

OPEN SESSION - 6:15 p.m.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meeting held March 31, 2020

Director's Reports

(A) Administrative Services

Administrative Services monthly report for January, 2020

(B) Engineering

[Engineering](#) Division monthly report for March, 2020

(C) Public Works

[Maintenance](#) Division monthly report for February, 2020

(D) Fire

[Fire](#) Department monthly report for February, 2020

(E) Utilities - Flood, Water, Sewer

[Utilities](#) Division Flood/Water/Sewer monthly report for February, 2020

Approval of Minutes

1. [Approval of the Closed Session Minutes of December 3, 2019; Closed, Work & Regular Session Minutes of December 17, 2019; the Work & Regular Session Minutes of January 21, 2020; the Work and Regular Session Minutes of February 4, 2020](#)

Public Hearings

1. Public Hearing - to receive a presentation of proposed projects for the FY2020 Annual Action Plan from Lee Borrer, Senior Community Development Specialist, and to receive public comments on the Draft Annual Plan and the Draft Citizen Participation Plan

New Business

(B) Orders (Consent Agenda)

[Order 26,621](#) - authorizing the sole source purchase of a new International Dump Truck from Five Star International, LLC in the amount of \$98,139.00 and the sole source purchase of the upfit (plow & spreader) for the truck from Stephenson Equipment, Inc. in the amount of \$52,210.00, for a total amount not-to-exceed amount of \$150,349.00. Both companies are offering CoStar pricing in accordance with Section 2-171 (c) (iv) of the City Code.

[Order 26,622](#) - declaring a 2008 Chevrolet Impala (VIN: 2G1WB58K081223459) and a 2004 Ford Crown Victoria (VIN: 2FAFP71W24X134541) to be surplus and authorizing them for sale, scrap, or trade-in

[Order 26,623](#) - accepting the proposal of Sutphen Corporation to provide one (1) Sutphen Heavy Duty 100-ft. Mid-Mount Aerial Ladder Truck in the total delivered price of \$1,297,569.21. This equipment will be procured through the HGAC Cooperative Purchasing Program.

[Order 26,624](#) - authorizing the Chief of Police to sign a Memorandum of Understanding with the District Court of Maryland which will allow the CPD to communicate electronically with the court and file documents via a web link. This will reduce the need for paper forms and help reduce error and promote efficiency.

[Order 26,625](#) - authorizing the execution of an Amendment to the approved Phase II SCADA Project amount in an increase not-to-exceed amount of \$6,000 due to undocumented wiring schematics observed during the process of this project. This brings the total project cost to an amount not to exceed \$33,544.

[Order 26,626](#) - authorizing execution of a Parking Lease Agreement with the State of Maryland (for use by DLLR and SDAT) for the use of 47 spaces in the George Street Garage at a cost of \$65/space per month for a three-year term commencing May 1, 2020

[Order 26,627](#) - authorizing execution of a Purchase Agreement with Allegany Junction Limited Partnership providing terms for the purchase of City-owned property at 100 Reynolds Street, known as the East Side School site, for the price of \$75,000, to be used for the development of a four-story multifamily building

[Order 26,628](#) - declaring certain equipment to be surplus and authorizing it for disposal at e-cycling

[Order](#) 26,629 - accepting the bid of Excavating Associates for the Maryland Avenue Demolition Project (CD2020-01) for the unit price cost of \$111,000 and rejecting all other bids. Funding for this project will be supplemented by Allegany County Enhancement Funds.

[Order](#) 26,630 - authorizing execution of a letter to the MD Historic Trust consenting to undertaking the rehabilitation of 19 Frederick Street for the purpose of completing exterior stabilization improvements to the structure, and stating the City's willingness to donate a preservation easement to the MD Historic Trust should Capital Grant program funds be awarded to the project

[Order](#) 26,631 - approving the recommendation of the Historic Preservation Commission to provide local historic site designation for the George Troug House, located at 230 Baltimore Avenue

[Order](#) 26,632 - exempting the City's Emergency Responders from the provisions of the Emergency Family Medical Leave Expansion Act and the Emergency Paid Sick Leave Act

CLOSED SESSION

1. Convene in closed session pursuant to Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland to discuss the selection of a new Police Chief

Adjournment

Item Attachment Documents:

Engineering Division monthly report for March, 2020

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 30, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE - This project has been complicated because of location of the sewer lines deep under the CSX Yards. A grant award for this project is identified in the Draft version of the Governor's budget. Design work will begin once formal notification is received	RLS	1/28/2020
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	UPDATE Construction has been stopped due to issues related to COVID-19. Once vendors and equipment can get to the site, construction will resume. Substantial Completion is now May 15, 2020.	RLS	3/30/2020
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	NO CHANGE - Project is still on hold pending MDE review of EAP for Dry Run. A grant application was submitted for the project through MDE will hear results in May 2020. Additionally, started USACE Section 408 request for floodwall extensions.	MDI	10/1/2019
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Construction	UPDATE Project is substantially complete. All ADA ramps and new sidewalks have passed ADA field inspection by SHA. Material closeout has started. It is possible that the closeout could be delayed due to COVID-19, with SHA employees either on Liberal Leave or doing remote working.	JRD	3/30/2019
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	KAR	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Stream sampling ongoing on a monthly basis pre storage and post storage.	RJK	3/19/2020

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						March 30, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	UPDATE Asset Management Program/Capital Improvement implementation. Working on Survey 123 and Collector with Sewer & Water Staff. Fieldwork delegated to more staff, SOP being developed. Programs slated to be up and fully functional by June 30, 2020. Survey 123 work started in March.	RJK	3/19/2020
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	1/3/2019
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATED - EADS has submitted a second 30% design package to MDOT SHA for review. EADS to continue working on the design as they wait for SHA comments of first submission. The next drawing submission is scheduled for late April.	RLS	3/30/2020
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Planning	NO CHANGE - This project is expected to move forward in FY21 with State Aid Funds.	RLS	1/28/2020
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	NO CHANGE - Design work continues, as City staff works on property acquisition.	RLS	10/9/2019
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	NO CHANGE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing.	RLS	5/15/2019
2017	18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future.	RLS	5/15/2019
2017	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	UPDATE Twenty (21) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation. Four dental offices have yet to report. Due date to comply is July 14, 2020.	RJK	3/19/2020

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						March 30, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE Bennett Brewer and Associates are at 90% completion. The 90% documents were reviewed By City Staff in February, and contract documents are scheduled to be ready for MDE review in March 2020.	JRD	2/18/2019
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - EBA continues to work on the preliminary engineering on this project, with on site activities ramping up. Work will continue throughout FY20/21	RLS	10/9/2019
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - Preliminary Engineering is nearly complete. Expect to move into the final design stages, pending MDOT and FHWA approval, in the coming months	RLS	1/28/2020
2018	19-18-M	ADA Improvements at 218 Washington Street	Construct an ADA complinat parking space in the 200 block of Washinton Street, and reset the brick sidewalk adjacent to parking area.	Design	UPDATE - Met with Anita to discuss the tree between 218 and 220 Washington Street. Anita is reaching out to DNR regarding some issues with the tree. Design is underway.	JAT	3/19/2020
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	UPDATE New schedule in effect! City conducting outreach to get collection/recycling details to public. Presentation to Rotary March 3 (City County program).	RJK	3/19/2020
2018	23-18-WWTP	FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF	Application through MDE for energy grants for WWTP or WFPs	Construction	UPDATE All new blowers and associated equipment/instrumentation are installed and functional. Final startup is scheduled for 4/6/2020.	MDI	3/30/2020
2018	24-18-M	Cumberland Street Retaining Wall	This project includes the installation of a retaining wall and the replace of the closed portion of sidewalk along Cumberland Street at Market Street. Also included is the installion of ADA compliant curb/sidewalk ramps.	Construction	UPDATE The wall and utility installation are complete. Installation of curb, sidewalk, and fencing are complete. The project is substantially complete - contractor just has to do some asphalt patching which cannot be completed until asphalt plants open in the spring.	JAT	3/19/2020
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification					
2018	29-18-W	Smouses Mill Pumping Station Upgrades	Replace existing pumps and VFD's, install a back-up generator, remove hydro-pneumatic tanks	Construction	UPDATE - All pumping station upgrades are substantially complete at this time. Still working on punchlist items: correcting instrumentation issues and installing a battery backup.	MDI	3/30/2020
2018	30-18-SWM	WMHS Crisis Resource Center	Project involving SWM review Replaces an existing building with a new facility.	Design	NO CHANGE - Pre-construction meeting was held on 9/23. Belt has demoed existing structure and will be working on this project for next 6 months. City only assisting with SWM.	MDI	11/4/2019
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						March 30, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	33-18-RE	Constitution Park Marble Courts	Installation of marble courts, adjoining pavilion, and upgrades to nearby comfort station in Constitution Park	Construction	UPDATE - Had pre-construction meeting on March 12th. Dotson's plans to start work on March 30th. Have received MOT, construction schedule, and material submittals. Still waiting on more material submittals from them as they're able to submit them.	JAT	3/30/2020
2018	37-18-SWM	Columbia Gas Line - Walnut Street					
2018	40-18-WWTP	Dry Run Detention Dam and Culvert Emergency Action Plan	Engineering Services to perform Dam Breach Analysis for EAP Execution	Study	NO CHANGE - The EAP is complete and has been submitted to MDE. Waiting for confirmation from MDE that they have filed the EAP	RLS	1/28/2020
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - The bridge has been opened for one lane of traffic. The bridge will be replaced in the future.	RLS	2/26/2020
2018	44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	NO CHANGE - The permit to perform the study has been submitted to PADEP. Awaiting approval before starting the study.	RLS	8/5/2019
2019	8-19-WFP	New Inlet Screens for Gate House		Design	UPDATE - Bids were returned and higher than expected. The bids are still being evaluated to see if project will move forward at this time.	RLS	3/30/2020
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway	KAR	1/28/2020
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE -Contract Underway	KAR	1/28/2020
2019	13-19-M	Center City Parking Garage Improvements	Various improvements to the Center City Parking Garage including ADA improvements, wayfinding and signage upgrades, and painting	Construction	UPDATE -Kiosks and Gate system are installed and functioning. New system will not be put into service until new cameras are installed. Artwork has been installed.	JAT	3/19/2020
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	NO CHANGE RMP program updated to comply with OSHA 29 CFR 1910 for chlorine and sulfur dioxide storage on site. RMP review to took place 2/3/2020.	RJK	3/19/2020
2019	24-19-M	Fall Tree Removal Project	Project to remove various hazardous street trees throughout the City.	Construction	NO CHANGE - This project was awarded to Kiddy Contracting and is underway.	KAR	1/28/2020
2019	26-19-FPM	Repointing Viaduct, Ridgeley and Mill Race Pump Stations	Project to repair mortar joints in the Flood Control Pump Stations	Construction Bidding	UPDATE - Met with Belt and Sourcewell to get a proposal for the work. Expecting the proposal in April.	RLS	3/30/2020
2019	27-19-M	Bellevue Street Sidewalk Upgrades	Removal and installation of new concrete sidewalks from Baltimore Ave to Fulton St. This will include the installation of ADA Accessible ramps.	Construction	UPDATE - Excavating Associates completed phase 1 of this project on week of 3/16/20. Final quantities came in well under budget, so now awaiting quotes for a possible phase 2 that would include retaining wall below sidewalk.	MDI	3/30/2020
2019	32-19-M	Brownfields Application 2019	Information Regarding Brownfields and potential projects within the city.	Study	UPDATE -Staff attended Brownfields Boot-Camp held by MDP 9/24	MEA	9/30/2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 30, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2019	35-19-WWTP	Denite Filters Mudwell Mixing System	This project will evaluate and design a system for the mudwell tanks at the ENR to maintain solid suspense, prior to pumping the filtrate back to the head of the treatment plant.	Design	UPDATE- GD&F is working on final design specs and drawings for this project (construction to be completed in-house)	MDI	3/30/2020
2019	36-19-WWTP	Blower Building Switchgear Replacement	This project replaced the existing Blower Building Switchgear to reduce the 4160V down to 480V to improve the safety of the building and to adequately protect our equipment.	Design	UPDATE- Evaluation phase is complete. A rough draft of bid specs and drawings for design phase of project has been completed and needs reviewed. Will be moving forward with design phase in upcoming months.	MDI	3/30/2020
2019	38-19-BR	Koon Dam Sidewalk Repairs Phase 3	Third phase of repairs, following 28-18-BR and 17-18-BR. Elevated sidewalk slabs need to be replaced.	Construction	UPDATE- Due to construction restrictions associated with COVID-19, project start date has been postponed indefinitely.	MDI	3/30/2020
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE- Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020	3-20-UTIL	Combined Chemical Bid	Chemicals bid for City/County/Ridgely	N/A	UPDATE- Bids due March 25. Chemical bids will be calculated and reviewed, with recommendations to the M&CC early May.	RJK	3/19/2020
2020	5-20-M	Installation of Traffic Pole Intersection of Mechanic & Harrison Street	Repair traffic pole that was hit by tractor trailer on 12/31/19.	Construction	UPDATE - Contract has been award to S&S Electric through Sourcewell. The traffic pole is a custom order so the pole will not ship until July/August.	RLS	3/30/2020
2020	6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	UPDATE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020	9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Planning	UPDATE - Currently developing grading plan and E&SC plan for potential fill site to be located behind ball field.	MDI	3/30/2020
2020	10-20-M	2020 ECWC Watershed Timber Sale	This project will hold a timber sale at the EC watershed as part of our watershed management plan	Planning	UPDATE - The contact documents are being generated for the project to be bid in May.	RLS	3/30/2020

Council Agenda Summary

Meeting Date: April 27, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Enter Text Here

Item Title:

Enter Text Here

Summary:

Enter Text Here

Quick overview of subject matter - -Who, what, where, when and why.

Provide department recommendation for bid award, purchases, grant acceptance, contract execution, surplus declarations, etc.

Describe project work scope if applicable.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	Enter Text Here
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 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 type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

Item Attachment Documents:

Maintenance Division monthly report for February, 2020

MAINTENANCE DIVISION REPORT
February 2020

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

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

- POTHoles AND COMPLAINTS
 - Potholed 27 streets & 2 alleys using 9 tons of cold patch
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed 1 Handicap Parking sign/painted curb blue
 - Removed 2 Handicap Parking signs/painted curbs black
 - Installed/Repaired 16 traffic control signs
 - Installed 1 street name sign
- STREET SWEEPING
 - 141 miles
 - 12 loads
- LEAF PICK-UP
 - 1 Load
- MISCELLANEOUS
 - Completed 44 Work Orders
 - Set up traffic control, No Parking signs for multiple events
 - Finished installing signs & artwork in George St Parking Garage
 - Placed water barricades on Fayette St @ bridge for lane opening
 - Cleaned ditch lines on Greene St, Braddock Rd, Shades Ln
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 5 dead animals
 - Filled salt barrels 3 days
 - Picked up trash/discarded items on 2 occasions
 - Cleaned Municipal Center shop twice a week

STREET MAINTENANCE - FEBRUARY 2020		2/3-2/7	2/10-2/14	2/18-2/21	2/24-2/28	TOTAL
SERVICE REQUEST COMPLETED		15	4	19	6	44
PAVING PERFORMED	TONS					0
CONCRETE WORK	CY					0
UTILITY HOLES REPAIRED	WATER					0
	SEWER					0
	CY					0
	TONS					0
POTHOLE FILL	STREETS	9	3	11	4	27
	ALLEYS			2		2
	DAYS	1	1	3	1	6
	Cold Mix	3t	1t	4t	1t	9t
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMPLAINTS COMPLETED						0
	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			16			16
STREET NAME SIGNS REPAIRED/INSTALLED			1			1
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED						0
			1			1
			2			2
PAINTING PERFORMED	BLUE	1	1			2
	YELLOW	1				1
	RED	1				1
PAVEMENT MARKINGS INSTALLED	No.	1				1
STREET CLEANING	LOADS	0	2	10	0	12
	Miles	0	35	106	0	141
SWEEPER DUMPS HAULED TO LANDFILL	TONS					
SALT BARRELS - PICK UP, FILL	DAYS		1		2	3
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	4
CLEAN SNOW EQUIPMENT	Days					0
BRUSH REMOVAL/TREE WORK	Areas	2	3	4	3	12
Check Drains/Clean Debris	DAYS	3	4		1	8
LEAF PICK UP	Loads	1				1

Set up traffic control, no parking signs for multiple events
Picked up trash/discarded furniture on 2 different occasions
Finished installing signs & artwork in George St Parking Garage
Placed water barricades to assist in Fayette St Bridge lane opening
Cleaned ditch line on Greene St, Braddock Rd, Shades Ln
Picked up 5 dead animals
Cleaned Municipal Center shop twice a week

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

- Constitution Park
 - Cleaned up garbage 2 times a week
 - Cut and cleared trees
 - Cleared brush & weeds from fence lines
- Mason's Complex
 - Cleaned up garbage once a week
 - Cleared brush & weeds from fence lines
- Jaycee Field
 - Cleaned up garbage once a week
 - Cleared brush & weeds from fence lines
- Cavanaugh Field
 - Cleared brush & weeds from fence lines
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned the Craft House & Activities Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Picked up trash @ parklets & playgrounds once/twice a week
 - Worked OT @ City Hall for Groundhog Day event

**Fleet Maintenance
February 2020**

Total Fleet Maintenance Projects	181
Central Services	2
Community Development	0
DDC	1
Engineering	4
Fire	24
Flood	3
MPA	0
P & R Maintenance	3
Police	30
Public Works	0
Sewer	11
Snow Removal	3
Street Maintenance	25
Vehicle Maintenance	18
Water Distribution	20
Water Filtration	7
WWTP	1
Scheduled Preventive Maintenance	24
Service Calls	5
Total Work Orders Submitted	48
Risk Management Claims	0
Fork Lift Inspections	0

Item Attachment Documents:

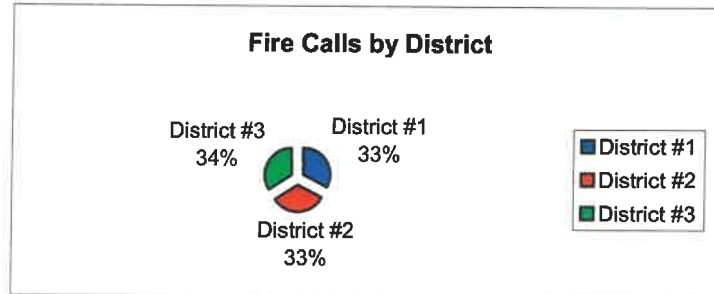
Fire Department monthly report for February, 2020

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

Cumberland Fire Department Responded to 111 Fire Alarms:

Responses by District:

District #1	35
District #2	35
District #3	37
Out of City	4
	<u>111</u>



Number of Alarms:

First Alarms Answered	110
Working Alarms Answered	1
	<u>111</u>

Calls Listed Below:

Property Use:

Public Assembly	5
Educational	1
Institutional	4
Residential	67
Stores and Offices	7
Storage	1
Special Properties	25
Industrial, Utility	1
	<u>111</u>

Type of Situation:

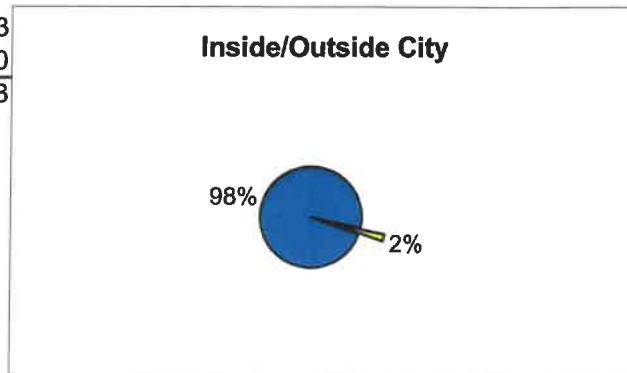
Fire or Explosion	5
Rescue Calls	46
Overpressure	1
Hazardous Conditions	14
Service Calls	10
Good Intent	14
False Calls	21
	<u>111</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	\$1,710.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$14,260.00
Fire Service Fees for Fire Calls Paid in February:	\$1,067.64
FY2020 Fire Services Fees Paid in FY2020:	\$3,580.00
All Fire Service Fees Paid in FY2020:	\$8,725.00

Fire Service Fees for Inspections and Permits Billed in February:	\$900.00
Fire Service Fees for Inspections and Permits Paid in February:	\$900.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,300.00

Cumberland Fire Department Responded to 433 Emergency Medical Calls:

In City Calls	423
Out of City Calls	10
Total	433



Cumberland Fire Department Provided 9 Mutual Aid Calls:

7 Mutual Aid Calls within Allegany County
 2 Mutual Aid Calls outside of Allegany County

9

Bowman's Addition VFD	3
Cresaptown VFD	2
District #16 VFD	1
Oldtown VFD	1
	7

Ridgeley, WV VFD	2
	9

Cumberland Fire Department Provided 1 Paramedic Assist Call:

1 Paramedic Assist Call outside of Allegany County
 Short Gap, WV VFD

1

Total Out of City Emergency Medical Calls: 10

Total Ambulance Fees Billed by
 Medical Claim-Aid for the month of February: \$171,937.70

Ambulance Fees Billed Fiscal Year to Date: \$1,035,784.11

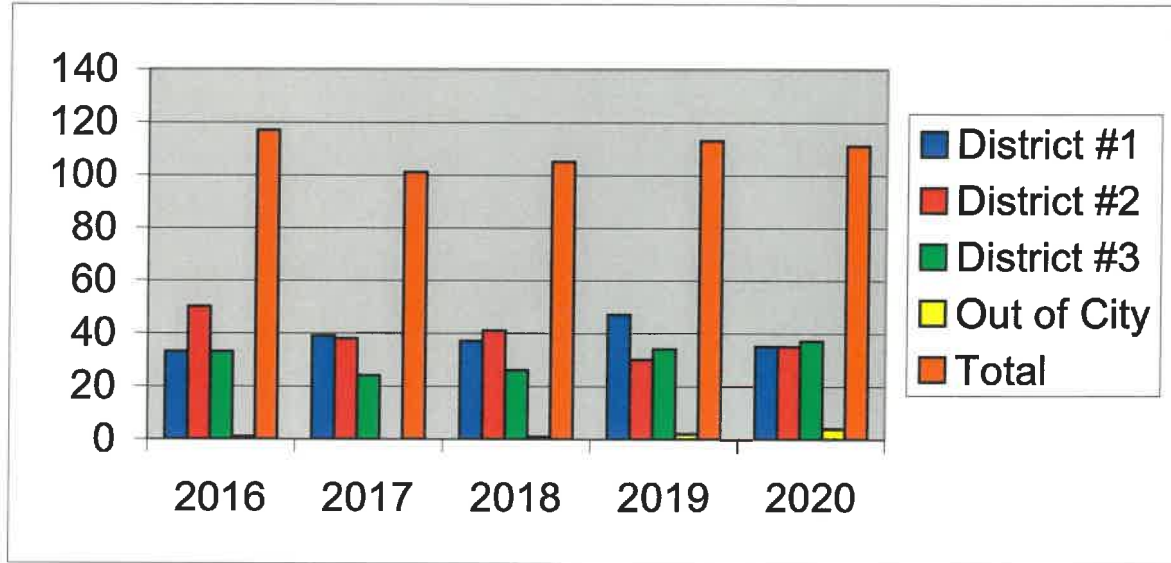
Ambulance Fees Paid:
 Revenue Received in February: \$118,518.42

FY2020 Ambulance Fees Paid in FY2020: \$606,053.65

Total Ambulance Fees Paid in FY2020 \$763,710.69
 (All Ambulance Fees, current and previous fiscal years, paid in FY2020.)

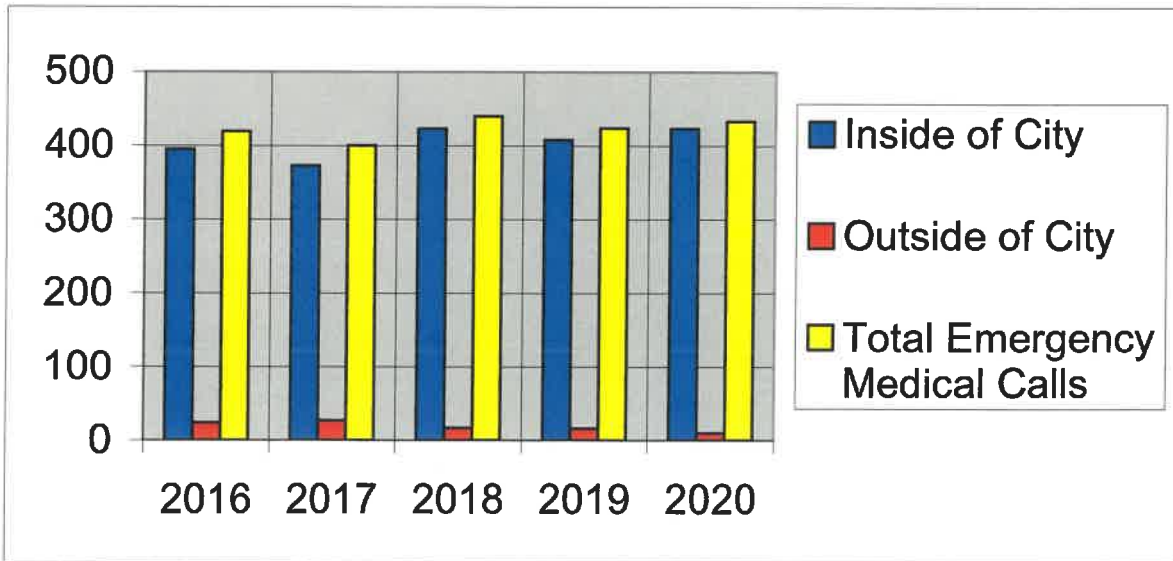
Fire Calls for the Month of February for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
District #1	33	39	37	47	35
District #2	50	38	41	30	35
District #3	33	24	26	34	37
Out of City	<u>1</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>4</u>
Total	117	101	105	113	111



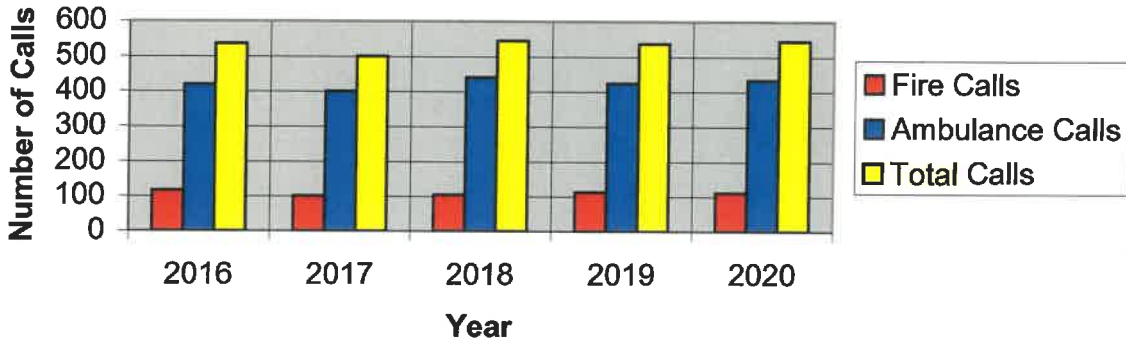
Ambulance Calls in the Month of February for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Inside of City	395	373	423	408	423
Outside of City	<u>24</u>	<u>27</u>	<u>17</u>	<u>16</u>	<u>10</u>
Total Emergency Medical Calls	419	400	440	424	433



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

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fire Calls	117	101	105	113	111
Ambulance Calls	<u>419</u>	<u>400</u>	<u>440</u>	<u>424</u>	<u>433</u>
Total Calls	536	501	545	537	544



Training

Training Man Hours:	1064.50
Crew Meeting	15.00
Administrative Policy and Procedures	12.00
Pump Operations	4.00
Aerial Operations	11.00
Apparatus Check Procedures	46.00
Annual SCBA Refresher	24.00
Building Construction and Fire Behavior	10.00
General Driver Training	3.00
Blood Borne Pathogens	27.00
Emergency Vehicle Operations	152.00
Emergency Response Guide	13.00
Fire Behavior	24.00
Fire Scene Management	7.00
Ladder Training	4.50
Firefighter II Class	416.00
Haz-Mat Annual Refresher	13.50
Haz-Mat Technician Refresher	0.50
Haz-Mat Awareness and Operations	211.00
Physical Fitness	12.00
Injury Prevention Training	59.00
	<u>1064.50</u>

Fire Prevention Bureau

Complaints Received	2
Conferences Held	30
Correspondence	3
Inspections Performed	3
Investigations Conducted	9
Plan Reviews	3

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Item Attachment Documents:

Utilities Division Flood/Water/Sewer monthly report for February, 2020

Utilities Division Activity Report for Feb 20 WATER					
REQUEST	W/E 2/7/20	W/E 2/14/20	W/E 2/21/20	W/E 2/28/20	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	22	63	28	31	144
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	3	4	1		8
LEAK INVESTIGATIONS/turn off-on	5	5	7	8	25
METER/STOP INVESTIGATIONS	5	7	4	16	32
REPAIR WIRING/GET READING				1	1
ORANGE TAG FOR REPAIRS	2	5	2	6	15
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	52	38	36	40	166
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS	41	40	37	34	152
SHUT OFF RECHECKS	47	77	59	25	208
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR				2	2
SVC SEPARATIONS/INVESTIGATIONS				7	40
INSTALL COUPLERS/PLUGS/LOCK	12	10	11	5	22
NEW METER	6	2	9	4	6
METER FIELD TESTS-Residential		2			0
METER TESTS - Industrial				1	1
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					1
HYDRANTS FLUSHED	1				2
PRESSURE CHECK/NO WATER			2		
MOVE METERS OUTSIDE/READINGS	6	6	3	11	26
SP Change Outs/Repairs/Reactivates/Move	11	6	8	14	39
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	6	6	3	11	26
HYDRANT/IRRIGATION METER					0
Total					916
Pipe Technicians					
LINE LOCATOR	100	51	153	74	378
TAPS SERVICED	8	8	4	13	33
LEAKS REPAIRED	1	1	4	4	10
1031 PENHURST - NEW BOX & RAISED METER	3				
HAULED 580 TO SHOP (BROKEN DOWN)	3				
HYD #622 - NEW STEAMER CAP	5				
REPLACED VALVE - EASTGATE @ GROWDEN	4				
FLUSHED HYD NEAR 206 PENN/CLOUDY	4				
COLD MIXED N CENTRE @ FRANKLIN	4				
ABANDONED SVC - 607/609/623 MD AVE	3				
LOCATED SERVICES FOR CCP - CLEMENT ST		4			
BACKFILLED BOXES 323/325 SPRINGDALE ST		3			
LOCATED SERVICES FOR CCP - VA AVE		3			
CLEANED UP AROUND SIDEWALK-203 E IND		3			
COLD MIXED 1301 VA AVE		3			
ASSISTED 379 W/ 16" VALVE/WILLOWBROOK			3		
CUT OFF SERVICE - 515 MD AVE			3		
HYD #274 BROKE - TOOK OUT OF SERVICE			3		
INVESTIGATE LEAK - ELMOOD (SEWER LEAK)			3		
PULLED METER - 443 COLUMBIA/DEMO				3	
PUT OUT NO PARKING SIGNS - VA AVE				3	
ABANDON SVC - 17/19 N WAVERLY				4	
PUT RUBBER SEAT IN HYD #274				4	
314 BROADWAY - CUT OFF SERVICE				3	
QUEEN ST - LISTEN FOR LEAK				3	
INSTALLED RETRO - 508 FECTIG				3	
ASSIST 330 W/ LOCATES - BALT ST/QC DR					

[illegible]

February 2020 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Run gate operators

Safety meeting

Preform other maintenance work as required

Cut trees off fence at pond on Seton Dr.

SEWER BRANCH

Calls answered	27
Service lines opened	5
Owner's trouble	12
Traced lines/main	418
Mains Repairs/ Replace	2
Sewer taps installed/replaced	0
Cleaned catch basins	26
Cleanouts installed	2
Televised sewer mains	2,409 FEET
Televised sewer lines	0
Call outs/ overtime	8 callouts/ 10 hours overtime
Weekly check of overflows, pits	3
Catch basin repair/rebuild	4
Flushed mains	9,580 Feet
Gallons of water used	20,000 Gals.
608 Flush truck	12,000 Gals.
605 Vac-con truck	8,000 Gals.

Safety meeting

1129 Bedford St. formed and poured concrete

642 Fayette St. and corner of Brookfield, removed deck pan.

910 Eastgate Ct. installed 1.50 thick riser

553 Patterson Ave. repair catch basin and replaced top.

913 Growden Ter. Used .50 in. Fasteners to anchor ring.

720 White Ave. repaired service line in street and installed c/o with lamp pole.

Inspected catch basin on Race St. @ Industrial Blvd. maybe SHA

119 Cumberland St. put cold mix in utility hole

Wilmont Ave. installed riser

214 Paca St. removed trap and installed c/o Alley at Williams St. across from Elm St.

repaired metal curb box. 119 Cumberland St. removed brick and replaced

16' of sewer main.

802 Holland St. repaired sewer main hit by NPL.

Elmwood Ln. repaired sewer main two places.

6 location flushed and vac. Sewer mains and manholes

Flushed drain at underpass on Queen City Dr. (central services)

Hydro 2 sites sewer

Hydro 10 sites water

Item Attachment Documents:

1. Approval of the Closed Session Minutes of December 3, 2019; Closed, Work & Regular Session Minutes of December 17, 2019; the Work & Regular Session Minutes of January 21, 2020; the Work and Regular Session Minutes of February 4, 2020

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, December 3, 2019, 5:30 p.m.

The Mayor and City Council convened in open session at 5:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) and (4) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding changes to the proposed Ordinance related to Parades and Special Events, to receive legal advice regarding a pending liability claim, and to discuss proposals for the development of the East Side School site.

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

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Paul Kelly, CEDC Exec. Director; Matt Miller, Economic Development Specialist

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, December 17, 2019, 5:55 p.m.

The Mayor and City Council convened in open session at 5:55 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss a personnel matter and board and commission appointment, to receive legal advice regarding a pending liability claim, and to receive legal advice regarding proposed legislation.

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

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, December 17, 2019
5:00 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Bobby Smith, City Engineer; Greg Hildreth, Allegany County Economic Development Specialist

I. PUBLIC MEETING AGENDA REVIEW

Mr. Rhodes provided background on items on the December 17, 2019 Public Meeting Agenda. He reviewed Resolution No. R2019-6, which authorizes certain businesses within the Gateway Enterprise Zone to receive tax credits for the tax year 2020/2021. He introduced Greg Hildreth from Allegany County, who stated that businesses have to apply and be certified by an advisory committee which meets once a year to ensure the businesses meet the criteria. He stated that each zone has their own local standards for determining eligibility. Mr. Hildreth added that if a business is adding jobs, they can be eligible for income tax credit per job. He further added that the City is required to pass a Resolution to certify the businesses so that the State, in turn, can certify them. Mr. Hildreth also discussed that although he wasn't sure how much outreach was being done, businesses do take advantage of these credits the Gateway Zone had 17 companies this year.

Mr. Rhodes then provided background and entertained discussion on the nine (9) Orders on the Consent Agenda:

- No. 26,575 – purchase of 3 police interceptors from Hertrich Fleet Services by State Bid. CPD was down several cruisers, and these were budgeted.
- No. 26,576 – abatement of taxes and utilities for several blighted properties acquired by the City.
- No. 26,577 - lifting the Open Containers provision of the City Code on December 31, 2019 at 10:00 p.m. through 1:00 a.m. on January 1, 2020 on the downtown mall for the New Year's Eve celebration.
- No. 26,578 – approval of appropriations and transfers for Fiscal Year 2018-2019 and increasing the General Government line item by \$60K, as well as increasing the Debt Service line item by \$70K. Mr. Rhodes provided background information on the increases.

- No. 26,579 – approving amendments to the CDBG program effective 12/17/19 for moving leftover funds from the 2019 Bellevue St. Sidewalk Improvements project to the 2019 Constitution Park Grove 4 Inclusive Playground project, which will be retrofitting the Grove 4 area where the marbles rings have been upgraded, and buying new equipment to make it handicap accessible.
- No. 26,580 – execution of a Koon Dam Bridge inventory inspection cost-share agreement with PennDot with the City paying 20%, which will cover inspections for five (5) years. Bobby Smith, City Engineer, provided information on the inspections.
- No. 26,581 – appointing Larry Jackson to the Historic Preservation Commission for a three (3) year term effective 12/31/19 through 12/31/22.
- No. 26,582 – sole source proposal from System Integration Technologies for Phase 2/Year 2 of the SCADA Control System Upgrade, for the JJD Water Reclamation Facility; this being the only provider the City is aware of that is available to code the SCADA system, and they have specific knowledge about the City's system.
- No. 26,583 – sole source proposal from Taylor Sports and Recreation to furnish and install Phase I of the playground equipment for the accessible area at Grove 4 in Constitution Park, with Taylor being the local representative for Miracle Equipment, which is the equipment that is currently in Constitution Park.

There was discussion regarding the purchase of new police cruisers, with Mr. Rhodes advising that he believed the Police Department was down a total of 6 vehicles, so not everyone officer that's eligible has a vehicle to take home. Council felt it was a priority that the City acquires more police vehicles in the future, and to budget for them. They also discussed the struggle to keep Police officers. Mr. Rhodes advised on the current staffing level for the Police Department and discussed officer shifts and down-time.

II. DISCUSSION OF DOWNTOWN PARKING MATTERS

Mr. Rhodes provided a blow-up of the downtown City brochure. He advised on the current upgrade of the Centre City garage and the George St. garage, and updated everyone on the Center City garage repairs to-date. He added that the Allegany Arts Council had recently painted some murals on the different levels in the Center City garage, and provided pictures of the Art Council's work.

Mr. Rhodes advised that since the garages don't function as modern garages, they have ordered a lot of controls, some of which have been installed, with more being delivered today for the kiosks. He stated this will roll out in conjunction with some changes to parking lots downtown. City Engineer Bobby Smith advised on the mechanics of the controls, saying that the gates have been installed, but work still needs to be done to make them operational. He added that they will be fully functional once the kiosks are fully installed, and explained the work was delayed due to weather. He explained where the new kiosks would be located and how they will be operated. He added that more cameras would be added as well.

Mr. Rhodes also advised on the new 2-tier permit system and some rate changes that will be in conjunction with changes to the surface lots.

Mr. Rhodes moved on to Lot 1 and advised on the recommendation to go back to \$35/month, with kiosks charging 50 cents/hour. He advised that Lot 6 is currently charging \$35/hour and recommended that lot be changed to a "free" lot. He added that Lot 4 would also be free, allowing 54 free parking spaces in total for both lots. He felt some permit holders would move back into the garage if these changes are made. Mr. Rhodes said with these recommendations, he believes they can go fully live by February 1, 2020.

A discussion followed concerning rates, lighting and potential lost profits with the new recommendations. Mr. Rhodes advised that with having kiosks and working gates, the City will recover more parking funds to cover the loss. Mr. Smith stated that after doing a traffic study in the garage, they found that a significant number of people were leaving without paying.

Mr. Rhodes asked for Council to mull it over and get their thoughts together, and stated he needs an answer by no later than mid-January to be able to go live on February 1st. He added that the reality is, there is a lot of parking downtown, just not where people want it all the time, and mentioned that the George St. garage is half-empty, with over 200 available spaces every day. Mr. Rhodes stated that even though people have been wary, there have been no safety issues there, and that the garage is well-lit – more than it was a few years ago. Once the control gates and cameras are installed there will be a better sense of security.

III. ADJOURNMENT

With nothing further, the meeting adjourned at 5:52 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: December 17, 2019

I. Work Session

1. 5:00 p.m. - Convene in Open Work Session (Agenda published separately)

II. CLOSED SESSION

1. 5:30 p.m. - Closed the Work Session for the purpose of holding an Executive Session pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss a personnel matter, board and commission appointments, to receive legal advice regarding a pending liability claim, and to receive legal advice regarding proposed legislation
2. Executive Session

III. OPEN SESSION

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

IV. Pledge of Allegiance

V. Roll Call

PRESENT:

Councilman Bernard
Councilman Cioni
Councilman Frazier
Councilwoman Marchini
President Morriss

ALSO PRESENT:

Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk, Captain Chuck Ternent, Interim Chief of Police; Donald Dunn, Fire Chief

VI. Statement of Closed Meeting

1. Summary Statement of the Executive Session held December 17, 2019

Mayor Morris announced that a Closed Session had been held on December 17, 2019 at 5:55 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland.

VII. Presentations

1. Presentation of the Thin Blue Line Flag from Sheriff Craig Robertson

Allegany County Sheriff Craig Robertson provided background on the Thin Blue Line wall hanging which was presented to Montgomery County by a young boy. Sheriff Robertson discussed the controversy with the wall hanging in Montgomery County, and remarked that he would be honored to display such an item, and had received numerous offers from various people to make one for him. Within a week, he received three. He explained that one will hang in his office, one in the County Commissioner's office, with Mayor Morris accepting one as well. Sheriff Robertson stated that the one being given to M&CC was made by Nathan Grabenstein, a member of the District 16 Fire Department.

VIII. Director's Reports

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

(A) Administrative Services

Administrative Services monthly report for October, 2019

(B) Public Works

Maintenance Division monthly report for November, 2019

(C) Fire

Fire Department monthly report for November, 2019

(D) Police

Police Department monthly report for November, 2019

(F) Utilities - Flood, Water, Sewer

Utilities Division Flood/Water/Sewer monthly report for November, 2019

IX. New Business

(A) Resolutions

Mr. Rhodes reviewed the Resolution which authorizes tax credits for certain businesses in the Gateway Enterprise Zone, for tax year 2020-2021.

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

Resolution No. R2019-06 - authorizing certain businesses within the Gateway Enterprise Zone to receive tax credits for the tax year 2020-2021

(B) Orders (Consent Agenda)

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

Order 26575 accepting the State bid from Hertrich Fleet Services, Inc. for three 2020 Police Interceptor utility vehicles, for a total not-to-exceed cost of \$111,174

Order 26,576 authorizing the abatement of taxes and utilities for properties: 101 North Cedar St.; 1 Evergreen Ter.; 623 Maryland Ave.; 117 Independence St.; 3 Altamont Ter.; 6 Altamont Ter.; and 222 Bond St.

Order 26,577 - lifting Section 11-113 of the City Code pertaining to open containers from 10:00 p.m. on December 31, 2019 through 1:00 a.m. on January 1, 2020 on the downtown mall for the New Year's Eve celebration; notwithstanding that open glass containers shall not be permitted

Order 26,578 - approving appropriations and transfers for Fiscal Year 2018-2019

Order 26,579 - approving project amendments to the Community Development Block Grant Program, effective December 17, 2019, for 2019 Bellevue Street Sidewalk Improvements and 2019 Constitution Park Grove 4 Inclusive Playground

Order 26,580 – authorizing execution of a "Bridge Inventory and Inspection Activity Contribution Agreement" with PennDOT regarding the federally required inspection of the Koon Dam Bridge by PennDOT, and providing that the City shall pay a 20% cost share reimbursement to PennDOT in the amount of \$19,334.37 covering the 5-year term of the agreement

Order 26,581 - appointing Larry Jackson to the Historic Preservation Commission for a three (3) year term effective December 31, 2019 through December 31, 2022

Order 26,582 accepting the Sole Source proposal from System Integration Technologies for the Phase 2/Year 2 of the SCADA Control System Upgrade for the JJD Water Reclamation Facility in the amount of \$27,544

Order 26,583 - approving the sole source proposal from Taylor Sports and Recreation to furnish and install Phase I of the playground equipment for the accessible playground at Grove 4 in Constitution Park in the amount not to exceed \$48,039

X. Public Comments

Richard Beckwith, 501 Jones Falls Ct., Bowie, MD, spoke on his concerns about how the Carver High/Carver Community Center had been handled, how it became in disrepair, read from the 1/16/02 contract between the Maryland Housing and Community Development and the City, and posed several questions to M&CC regarding Carver's total funding and its allocation. Mayor Morriss agreed that it was disgraceful what has happened to Carver and said he totally supports what Mr. Beckwith is trying to do. He added that Carver should be a valuable resource as a community center, and said he will be speaking with the City Solicitor as to what, if anything, the City can legally do to help.

A discussion followed with M&CC and several people in attendance regarding wanting to work together in finding out about the final report of the renovations, the funds spent, and what the City can do to help Carver become a fixture in the community again.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:17 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, January 21, 2020
4:00 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Bobby Smith, City Engineer; and Krista Ziegenfuss & Cody Harnish, representatives from the Wilson T. Ballard Company

Public: Ed Mullaney, Co-chair, Let's Beautify Cumberland

I. PRESENTATION BY WILSON T. BALLARD – BALTIMORE ST. BRIDGE

Mr. Smith provided an overview of the Baltimore Street Bridge (A-C-06) Rehabilitation project. He stated that the bridge has reached the end of its useful life, and said the intention is to replace the bridge superstructure entirely, while maintaining the substructure, which is the flood control wall. He explained about the two different options available – pre-cast concrete bridge or steel bridge – and said they are leaning more towards the steel bridge. Mr. Smith advised on the gas line under the bridge and on traffic during construction, which will continue to be 2-way. He advised on how construction will progress from start to finish, Phases I – III, and added that there will be a 2-month period where pedestrians will not be able to use the bridge, with a detour being at Market and Mechanic streets. In response to a question, he replied that the foot bridge by the WMSR, although not owned by the City, could be used by pedestrians as a detour, but the City cannot direct them there. Mr. Smith advised on the project cost estimate, environmental assessment, bidding and discussed details for the timeline. He also mentioned that the design of the bridge will look very similar to what we see now, except it will have a concrete roadway.

Ms. Ziegenfuss and Mr. Harnish, representatives from Wilson T. Ballard Company, provided and displayed drawings for council and staff, and Mr. Smith advised that they had held a meeting with SHA the prior Monday, and said they are on-board with Engineering's plan. He also advised that the City is currently in the process of replacing the sidewalks on Cumberland Street at the Johnson Street intersection to get that area ready for pedestrians.

Ed Mullaney voiced his concerns about the Baltimore Street Bridge being plain-looking as compared to the architecture & lighting of the other bridges. He suggested the new bridge aesthetics tie-in with the existing Valley and Market Street Bridges because the Baltimore Street Bridge is a main bridge and a busy intersection into the downtown. Mayor Morriss

said they will look into it, and Council suggested that Wilson T. Ballard look at the design plan for downtown for consistency and compatibility.

II. PUBLIC MEETING AGENDA REVIEW

Mr. Rhodes advised on and reviewed the two Presentations on the agenda - the upcoming 2020 Census and a Carver Community Center Overview – then proceeded to review the Consent Agenda items for the public meeting:

Order 26584 – Change Order No. 1 with First Fruits Excavating for the Cumberland Street Retaining Wall project to address drainage problems and sidewalk repair at that location.

Order 26585 – Change Order No. 1 with Miracle/Taylor Sport and Recreation, due to their estimated cost not including prevailing wage rates.

Order 26586 – Accepting the bid of Harbel, Inc. for the Koon Dam Sidewalk Repairs-Phase 3 project, which is replacement of overhanging and enclosed sidewalk on the bridge.

Order 26587 – Declaring a 2011 International Ambulance as surplus equipment, as Mr. Rhodes stated the chassis is a lemon, but the box can be saved to put on a new ambulance.

Order 26588 – Authorizing and accepting a FY20 GOCCP Police Recruitment & Retention Grant which would pay incentives to officers.

Order 26589 – Accepting the bids for the purchase of a new mid-size SUV from Thomas Hyundai, and a ½ ton pickup & ½ ton work truck from Diehl's Ford, with one vehicle being for WWTP, and one for Public Works. These will be paid for by 2018 bonds proceeds.

Order 26590 – Accepting the Sole Source proposal of Marshall Ruby & Sons for repair of mechanical screens at the Evitts Creek Pumping Station. This is a specialized repair. To have them replaced they'd have to be shipped from FL, but Ruby & Sons can fix them in place without removing the roof of the pumping station.

Order 26591 – Accepting the Sole Source bid of CAMCO, Inc. for repair of high voltage breakers at the JJD Water Reclamation Facility. These are vintage parts, and CAMCO is the only company that has them.

Order 26592 – Appointing Anita Simmons, Natural Resource Technician, to the Evitts Creek Steering Committee. Anita is the City's new Forester, taking Paul Eriksson's place.

Order 26593 – Declaring a 2007 Chrysler Aspen, from the Police Dept., to be surplus.

Order 26594 – Adopting a revised Investment Policy effective this date which cleans up outdated language, and allows increased amount invested, as well as dealing with outside-of-MD banks. The last Investment Policy was adopted in 1996.

Order 26595 – Declaring certain parcels of property at 400 N. Mechanic St. to be surplus and authorizing their transfer to the CEDC. This is the old Canada Hose House, which will be used as incubator space for the CEDC. Mr. Cohen advised that the deed will provide for its return to the City if it ceases to be used as per the agreement.

Order 26596 – Approving Amendment #7 to the CDBG program funding, transferring funds from a program no longer needed to the Dental Access Program.

Order 26597 – Authorizing a Bill of Sale with MD Broadband Cooperative, Inc. pertaining to fiber optics downtown, which MD Broadband will roll out and manage, with the City providing funding to get the fiber in place.

Order 26598 – MOU between the City, CEDC, and Allegany County Commissioners regarding centralization of an Economic Development program for the City and County.

Order 26599 – Execution of a State-driven Amendment to the 2017 MHAA Grant – Canal Place Heritage Area Partnership Programming, FY17, pertaining to several revised financial documentation policies for awarded grants, that the City is required to sign off on.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:02 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting

City Council Chambers, City Hall, 57 N. Liberty St., Cumberland

DATE: January 21, 2020

I. CLOSED SESSION

1. 5:00 p.m. - Convene in open session for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) and (7) or the General Provisions Article of the Annotated Code of Maryland to 1) discuss board and commission appointments; 2) to receive legal advice regarding certain issues pertaining to regulatory requirements of the Department of Environmental Protection and the PA Public Utility Commission; 3) to receive legal advice regarding pending liability claims; and 4) to receive legal advice regarding several items of proposed legislation.
2. Executive Session

II. OPEN SESSION

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

III. Pledge of Allegiance

IV. Roll Call

PRESENT

Councilman Bernard
Councilman Cioni
Councilman Frazier
Councilwoman Marchini
President Morriss

ALSO PRESENT

Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Captain Chuck Ternent, Interim Chief of Police; Donald Dunn, Fire Chief; Bobby Smith, City Engineer

V. Statement of Closed Meeting

1. Summary Statement of closed meetings held January 14 and January 21, 2020

Mayor Morris announced that Closed Session had been held on January 14, 2020 at 4:30 p.m., and a Closed Session had been held on January 21, 2020 at 5:00 p.m., and read into the record a summary of those sessions, which are attached hereto and made a part of these minutes as required under Section 3-306 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland.

VI. Presentations

1. Census update provided by Mark Widmyer, Governor's Office, Western Maryland Representative.

Mr. Widmyer spoke on the upcoming Census, which is taken every 10 years. He discussed how the information will be collected, saying the hope was to collect 90% of the information online and that the survey takes about 15 minutes to complete. He added that the state is making arrangements to bring computers into nursing and assisted living homes, and they will also be provided in libraries. He stressed the importance of participating, and urged all to get involved as federal funding for municipalities directly corresponds to information gathered from the census. Mr. Rhodes added that the City will be rolling out some signage that can be used at various locations around the community, and reiterated what Mr. Widmyer spoke about, saying that this is critical for a community like Cumberland.

2. Carver Community Center Overview provided by Kathy McKenney, Community Development Programs Manager.

Mr. Rhodes provided background on the Carver School Community Center's history and went through a PowerPoint presentation put together by Kathy McKenney, City Historian, about the history of the Carver School, then the Carver Community Center project, including grants, funding sources, remodeling and ribbon cutting in 2004. He advised on their board of directors, and the job training the center provided. He stated that when program funding began to wane, there was no way to sustain the center, but it did operate for a few years in the remodeled building. Mr. Rhodes added that the only part of the building that was remodeled was the original portion – not the hallway or gymnasium.

Ms. McKenney advised that the City did process all the permits and handled the bid documents, and had great cooperation with the Carver Board and had met with them regularly throughout the project. Mr. Rhodes advised that the final report of Community Legacy funding is available to anyone who wants a copy. He added that the City has requested a copy of the EDA report, which he believes is in storage, so Ms. McKenney has reached out to EDA to provide a copy. He stated that the State and Federal government has not approached the City for anything so it's the City's belief that the project did what it was intended to at the time.

VII. Director's Reports

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

(A) Administrative Services

Administrative Services monthly report for November, 2019

(B) Engineering

Engineering Division monthly report for November, 2019

(C) Public Works

Maintenance Division monthly report for December, 2019

(D) Fire

Fire Department monthly report for December, 2019

(E) Police

Police Department monthly report for December, 2019

(F) Utilities - Treatment Plants

Utilities - Treatment Plants monthly report for November 2019

(G) Utilities - Flood, Water, Sewer

Utilities Division-Flood/Water/Sewer monthly report for December, 2019

VIII. Approval of Minutes

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

1. Approval of the Executive Session and Work Session Minutes of October 8, 2019, the Work Session and Special Public Meeting Minutes of October 22, 2019, and the Executive, Regular and Work Session Minutes of November 5, 2019

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Morris called for questions or comments. Motion to approve Consent Agenda Orders 26,584 – 26,597 & 26,599 was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0. Motion to approve Consent Agenda Order 26,598 was made by Councilwoman Marchini, seconded by Councilman Bernard, and was passed on a vote of 4-0, with Councilman Frazier voting No.

Order 26,584 - authorizing execution of Change Order No.1 with First Fruits Excavating, Inc. for City project "Cumberland Street Retaining Wall (24-18-M)" in the increased value of

\$33,280, bringing the new contract value to \$152,530 and providing an additional 60 calendar days on the project timeline

Order 26,585 - authorizing the City Administrator to execute Change Order No. 1 with Miracle/Taylor Sports and Recreation to incorporate Prevailing Wage Rates for an increased amount of \$4,616.91 bringing the total contract amount to \$52,655.91

Order 26,586 - accepting the bid of Harbel, Inc. for City project "Koon Dam Sidewalk Repairs – Phase 3" (38-19-BR) in the estimated unit cost of \$82,637.00, to provide for the replacement of overhang and enclosed sidewalk on the Koon Dam Bridge

Order 26,587 - declaring a 2011 International Ambulance (VIN: 3HAMNAAL5BL408030) as surplus equipment and authorizing it for sale or trade-in

Order 26,588 - authorizing Acting Chief of Police Chuck Ternent to accept a FY20 GOCCP Police Recruitment & Retention Grant in the amount of \$24,000 for the purchase of recruitment media, pay incentives to officers for successful candidate referrals, and signing bonuses for successful academy trainees

Order 26,589 - accepting the bids for purchase of one new mid-size SUV from Thomas Hyundai (\$27,797), and one 1/2 ton pickup truck (\$33,594) and one 1/2 ton work truck (\$30,939.60) from Diehl's Ford Sales

Order 26,590 - accepting the Sole Source proposal of Marshall Ruby and Sons for repair of the rotating mechanical screens at Evitts Creek Pumping Station, in the amount of \$48,000

Order 26,591 - accepting the Sole Source bid of CAMCO, Inc. for the repair of twenty-five (25) High Voltage Breakers at the JJD Water Reclamation Facility in the not-to-exceed cost of \$125,000

Order 26,592 - appointing Anita Simmons, Natural Resource Technician for the City of Cumberland, to the Evitts Creek Steering Committee as City Appointee I, to fill the seat vacated by Paul Eriksson

Order 26,593 - declaring a 2007 Chrysler Aspen (VIN #1A8HW58287F586936) to be surplus and authorizing it for sale or trade in

Order 26,594 - adopting a revised Investment Policy effective this date, to govern the investment of public funds while meeting daily cash flow demands

Order 26,595 - declaring certain parcels of property at 400 N. Mechanic Street to be surplus and authorizing the transfer of the properties to the Cumberland Economic Development Commission after the passage of twenty (20) days from the date of this Order and the passage of an Ordinance to effect the transfer

Order 26,596 - approving Amendment #7 to the Community Development Block Grant (CDBG) program funding pertaining to the Dental Access Program

Order 26,597 - authorizing execution of a Bill of Sale with MD Broadband Cooperative, Inc. to sell, assign and deliver certain assets to MD Broadband relative to the MOU pertaining to the construction of fiber optic infrastructure in the area of downtown Cumberland

Order 26,598 - authorizing execution of a Memorandum of Understanding between the City, the Cumberland Economic Development Commission, and the Allegany County Commissioners regarding the centralization of an economic development program for the City and the County

Mayor Morriss led a discussion on Order 26,598, saying that the City has been moving in this direction for quite some time. He advised that last week the County has already accepted the M.O.U, and stated that although it's not a perfect document, it does lead the City towards a unified economic development plan. Councilman Frazier stated that his vote would be NO, not because he's against the idea, but because he had several questions that were not addressed at the last meeting. Councilwoman Marchini agreed it's not a perfect document, but that it is one of those things that is subject to being updated, and Council will be revisiting it. Councilman Cioni stated that during his campaign he heard a lot of questions about more collaboration, and the time is here.

Order 26,599 - authorizing execution of an Amendment to the 2017 MHAA Grant - Canal Place Heritage Area Partnership Programming (FY17) pertaining to several revised financial documentation policies for awarded grants

X. Public Comments

All public comments are limited to 5 minutes per person

Mayor Morriss advised that he had received many emails and texts about the HGTV program called Hometown Takeover, and reached out to the community, which put together a really good group of volunteers that have agreed to help the City get in their application and presentation in time. He added that he believes the City fits in really well with the theme of the show, since we are a historical community in need of a makeover.

Lisa Bocelli, 64 Baltimore Street (business address), advised that as of last night her business had been vandalized 3 times, with robbery occurring 2 of those times, and stated that there needs to be surveillance downtown. She stated that the CPD has been wonderful, and has tried to follow up on things, but this has hurt her income due to being boarded up for another 4 weeks. She asked M&CC for a solution. Mayor Morriss advised that the IT Dept. is working to help install cameras downtown, the City is working towards better lighting, and the CPD is working towards acquiring a full police force so that a dedicated officer can be assigned to the downtown area.

Richard Beckwith, re: Carver Community Center, spoke on his concerns regarding the building and renovation. He asked Mr. Rhodes if he had something in writing pertaining to the historical designation of Carver, with Mr. Rhodes replying yes. Mr. Beckwith also asked for details on how the 1.5M was spent. He stated that he had emailed the Mayor asking if the City's legal department had thought about using eminent domain to get the building back and said he had also asked Mayor Morriss if he had reached out to anyone in the community who wants to be part of the renovation process. He asked how the City is moving to re-acquire the property, and rehabilitation.

Nick Gelles, 317 Pearl Street, inquired about what was going to be done about Pine Avenue, stating it needs to be wide enough for two cars.

Mark Larson, 80 Greene Street, No. 3, spoke about safety issues with the intersections at Greene St., Washington St., Baltimore St., and Cumberland St. He also mentioned debris where Potomac Edison put in new light poles. Mayor Morriss advised that they will notify the Traffic Group to ask if anything needs to be modified, and will have someone look at the debris around the light poles.

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:20 p.m.

Minutes approved on _____

Mayor Raymond M. Morriss _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

January 14, 2020 at 4:30 p.m.

Second Floor Conference Room, City Hall

On January 14, 2020, the Mayor and City Council met in closed session at 4:30 p.m. in the City Hall conference room to 1) consult with legal counsel regarding a Memorandum of understanding between the City, County, and the Cumberland Economic Development Commission; 2) to receive legal advice regarding certain issues pertaining to regulatory requirements of the Department of Environmental Protection and the PA Public Utility Commission; 3) to receive legal advice regarding pending liability claims; and 4) to receive legal advice regarding several items of proposed legislation. Authority to close the session was provided for by Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morris; Council Members Richard Cioni, Eugene Frazier, and Laurie Marchini; City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, City Solicitor Michael Cohen, Paul Kelly, CEDC Executive Director

Absent: Councilman Seth Bernard

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

No actions were voted upon and the meeting was adjourned at 7:12 p.m.



Raymond M. Morris, Mayor

JAN 21 2020

Entered into the public record on _____

Mayor and City Council of Cumberland

Closed Session Summary

January 21, 2020 at 5:00 p.m.

Second Floor Conference Room, City Hall

On January 21, 2020, the Mayor and City Council met in closed session at 5:00 p.m. in the City Hall conference room to 1) discuss board and commission appointments; 2) to receive legal advice regarding certain issues pertaining to regulatory requirements of the Department of Environmental Protection and the PA Public Utility Commission; 3) to receive legal advice regarding pending liability claims; and 4) to receive legal advice regarding several items of proposed legislation. Authority to close the session was provided for by Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morris; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, City Solicitor Michael Cohen, Robert Smith, City Engineer.

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

No actions were voted upon and the meeting was adjourned at 6:15 p.m.



Raymond M. Morris, Mayor

Entered into the public record on JAN 21 2020

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, February 4, 2020
4:30 p.m.

PRESENT: Council Members: Seth Bernard, serving as Acting Mayor, Richard Cioni, Eugene Frazier, and Laurie Marchini.

Mayor Ray Morriss is absent

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

I. REVIEW OF PUBLIC MEETING AGENDA FOR FEBRUARY 2, 2020

Mr. Rhodes reviewed and advised on 2020 Census information being presented by Morgan Alban, City Engineering Consultant, who was also serving as the City's main contact for the program.

Mr. Rhodes also advised on the CDBG Public Hearing presentation by Lee Borrer, Community Development Specialist.

He reviewed the Ordinance that was on the agenda for its first reading, advising that it provides for reducing the membership of the Parks and Recreation Board as well as the term to be served.

Consent Agenda items were as follows:

Order 26600 – appointing Rhonda Roy to the Board of Commissioners of the Housing Authority as Resident Commissioner. Mr. Rhodes advised that she will replace the seat vacated by Jacqueline Clarke, effective 2/4/20 through 10/31/21.

Order 26601 – appointing Bernard J. Lechman and Phillip Crippen to the Board of Zoning Appeals effective retroactively to 1/14/20, through 1/14/23.

Order 26602 – authorizing the Interim Chief of Police to execute an Agreement recreating the Allegany County Combined Criminal Investigation Unit (C3I) as a 2020 rewrite for the January 1 – December 31, 2020 term. Mr. Rhodes advised that Allegany County will be doing their own investigations from here on out, and won't be turning them over to C3I anymore. He added that this has been a state-wide effort, saying the Eastern Shore is doing the same thing, and advised that the County

is not necessarily unhappy with anything. He stated that it does hurt the department, saying that C3I is a huge plus for us in a rural area where there's limited manpower. He advised that retired Chief Charles Hinnant had reached out before he left as he has a lot of connections with MD State Police, and Mr. Rhodes stated further that he believes that has a lot to do with the fact that there are still 2 people here, because they had wanted to completely withdraw. He said all law enforcement agencies have been supportive, but Chief Hinnant was successful in pushing some buttons. Mr. Rhodes advised that in time they will be reducing participation to zero. He said it's tough, but we can deal with it.

Order 26603 – authorizing the execution of Change Order No. 6 with Leonard S. Fiore, Inc. for Phase I CSO Storage Facility at JJD Water Reclamation Facility, City Project No. 01-10-WWTP, to add 192 more calendar days to the project with no increase to the current contract price. Mr. Rhodes advised that the project is behind due to bad weather, and they are hoping to wrap up in May. He added that Fiore will place the basketball courts back, and will build a multi-purpose field where the long field is.

Order 26604 – accepting the bid of Dotson's Contracting for "Constitution Park Marble Courts – Phase II, City Project No. 33-18-M, for ADA-compliant renovations to the comfort station and pathway from the comfort station to the marble courts, in the estimated unit cost of \$88,265.65. Mr. Rhodes advised that one marble ring is already ADA-accessible, and stated that this was a planned project, with a local contractor winning the bid.

Order 26605 – authorizing execution of a 2020 Census Grant Program Agreement with the MD Department of Planning, for the receipt of \$8,000 to be used to promote and encourage community participation in the 2020 census.

Order 26606 – accepting the proposal from S&S Electrical, Inc. (procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid) for installation of a new traffic light pole and signal devices at the intersection of Mechanic and Harrison Streets, City Project No. 05-20-M, in the estimated unit cost of \$56,148.90. Mr. Rhodes advised that this is the traffic light that was taken out of service this past New Year's Eve by a tractor-trailer driver. He added that he thought the cost would be much higher, and stated that the City is looking for restitution through the driver's insurance. He said that the driver is the owner of the company, and will probably have more than \$50K in coverage, and added that she is not driving anymore.

Greg Larry inquired, regarding the C3I Agreement, how many City personnel and how many from the Sheriff's department were involved. Mr. Rhodes advised that it varies with staffing levels, and said that Captain Ternent will clarify. Mr. Larry asked if there was any idea of when the new traffic lights would be installed and if the driver had insurance. Mr. Rhodes replied that he didn't have any idea on the

timeline of the traffic lights getting installed, but stated that he was pretty sure the driver had insurance. He added that the lights there now are temporary, and will be replaced with the new ones.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:00 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting

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

DATE: February 04, 2020

I. OPEN SESSION

II. Pledge of Allegiance

Motion was made by Councilman Cioni to appoint Councilman Bernard as Acting Mayor. It was seconded by Councilman Frazier, and was passed on a vote of 4-0

III. Roll Call

PRESENT

Councilman Bernard
Councilman Cioni
Councilman Frazier
Councilwoman Marchini
President Morriss – ABSENT

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Captain Chuck Ternent, Interim Chief of Police; Donald Dunn, Fire Chief

IV. Presentations

1. Presentation regarding the 2020 Census from Tanya Gomer and David Nedved, Allegany County Government representatives. Also present: Chris Farrell, US Census Representative, and Morgan Alban, City Engineering Consultant

Mr. Nedved provided a PowerPoint presentation regarding the upcoming 2020 US Census, and gave a background on its history. He also provided detailed reasons why it's important, such as fair representation in the House of Representatives, \$675 Billion in federal funding each year, as well as it being our patriotic duty. Mr. Nedved showed a sample mailer, and discussed the impact for Allegany County, saying that every time a person is missed it costs the county \$18,250 per person over 10 years. He added that all

personal information is kept confidential. He also advised that April 1, 2020 is National Census Day; he reviewed each question on the census, and encouraged everyone to fill out the survey.

Mr. Farrell advised how hard it is to count everyone, and said there was a press release out today regarding the hire of 175 people for the census, as well as 16 supervisors, from Allegany County. He added that a letter to all County law enforcement will go out so that they will know what the people look like, credentials, etc. Mr. Rhodes emphasized how critical this is for not only Cumberland, but for Allegany County as well, and added we want our fair share. He also recognized Ms. Alban for putting together promotional items, and for acquiring the \$8K State Grant for those items.

V. Director's Reports

(A) Engineering

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

1. Engineering Division monthly report for January, 2020

VI. Approval of Minutes

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

1. Approval of the Regular Session Minutes of November 19, 2019

VII. Public Hearings

1. Public Hearing to receive needs and project requests for Community Development Block Grant (CDBG) funding.

The Hearing convened at 6:35 p.m.

Lee Borrer, Community Development Specialist, provided information on the CDBG program, spoke about the 2018 Consolidated Annual Performance Evaluation Report (CAPER) and advised on the many projects completed and people who were served through public service programs. She provided a PowerPoint presentation outlining the 2020-2024 Five Year Consolidated Plan, advised on proposed goals and needs, and added that the US Census is where all the data comes from for CDBG.

Mayor Morriss opened up the floor for comments from organizations. Those speaking with needs and project funding requests included:

Robin Fazenbaker, YMCA – asking for \$150K for Cumberland YMCA and \$200K - \$250K for Riverside YMCA for improvements
Susan Malone, HRDC - asking for supplemental funding for administrative costs
Richard Kerns, AHEC West – asking for \$10K from Health Rights Dental Access Program

Shawn Cooney, Cooney Rentals – asking for funds for improvements for his rental unit building

Edward Hunter, home purchased on Greene Street - he advised he may not be in time for this year's funding deadline, but wanted to offer some community suggestions, and spoke about workforce in Cumberland and the future of fiber optics.

David Hill, Hope Against Heroin Committee Chairman- asking for funding to help with the drug epidemic in the community, and renovation to a rec center for kids.

The Hearing adjourned at 7:12 p.m.

VIII. New Business

(A) Ordinances

Ordinance (*1st reading*) - to repeal and reenact with amendments Section 15-26 and 15-27 of the City Code pertaining to the Parks and Recreation Board to reduce the membership number from ten (10) to five (5) to seven (7) members, to reduce the term of board members to three (3) years, and to provide for a city high school student representative as a non-voting member

Mr. Rhodes reviewed the Ordinance that would revise the content of the Parks and Recreation Board.

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

(B) Orders (Consent Agenda)

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

Order 26,600 - appointing Rhonda Roy to the Board of Commissioners of the Housing Authority for the City of Cumberland as the Resident Commissioner, to replace the seat vacated by Jacqueline Clarke, effective February 4, 2020 through October 31, 2021.

Order 26,601 - appointing Bernard J. Lechman and Phillip Crippen to the Board of Zoning Appeals effective retroactive to January 14, 2020 and through January 14, 2023

Order 26,602 - authorizing the Chief of Police to execute an Agreement Recreating the Allegany County Combined Criminal Investigation (C3I) Unit, 2020 Rewrite, for the term January 1 - December 31, 2020

Order 26,603 - authorizing the execution of Change Order No. 6 with Leonard S. Fiore, Inc. for Phase I CSO Storage Facility at JDD Water Reclamation Facility (01-10-WWTP) to add 192 calendar days to the project with no increase to the current contract price of \$26,364,856.88

Order 26,604 - accepting the bid of Dotson's Contracting for "Constitution Park Marble Courts- Phase II (33-18-M)" for ADA compliant renovations to the comfort station and

pathway from the comfort station to the marble courts, in the estimated unit cost of \$88,265.65

Order 26,605 - authorizing execution of a 2020 Census Grant Program Agreement with the MD Department of Planning for the receipt of \$8,000 to be used to promote and encourage community participation in the 2020 Census

Order 26,606 - accepting the proposal from S&S Electrical, Inc., (procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid) for installation of a new traffic light pole and signal devices at the intersection of Mechanic and Harrison Streets (City Project 05-20-M) in the estimated unit cost of \$56,148.90

IX. Public Comments

Tiffani Fisher, VP of the local NAACP, spoke on the history of the Carver school, suggested a partnership to come together to figure out how to move forward, and asked for the legacy of Carver to continue.

Shawn Cooney, property owner, suggested identifying businesses and people that want to be involved in community initiatives and giving back to the community.

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 7:28 p.m.

Minutes approved on _____

Mayor Raymond M. Morriss _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Item Attachment Documents:

Order 26,621 - authorizing the sole source purchase of a new International Dump Truck from Five Star International, LLC in the amount of \$98,139.00 and the sole source purchase of the upfit (plow & spreader) for the truck from Stephenson Equipment, Inc. in the amount of \$52,210.00, for a total amount not-to-exceed amount of \$150,349.00. Both companies are offering CoStar pricing in accordance with Section 2-171 (c) (iv) of the City Code.

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

ORDER NO. 26,621

DATE: April 7, 2020

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

THAT, the sole source proposals from Five Star International, LLC, 1810 South 19th Street, Harrisburg, PA, 17104 and Stephenson Equipment, 7201 Paxton Street, Harrisburg, PA, 17111 to provide a new International HV507 SFA Dump Truck with Plow and Spreader in an amount not-to-exceed One Hundred Fifty Thousand, Three Hundred Forty-nine Dollars and No Cents (\$150,349.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this sole source purchase be and is hereby authorized pursuant to Section 2-171 (c) (iv) of the City Code.

Raymond M. Morriss, Mayor

Budget: 002.220.64000



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

March 6, 2020

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

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC and Stephenson Equipment. Both companies are offering us CoStar pricing (purchasing consortium), which is in accordance with Section 2-171 (c) (iv) of the City Code.

This truck was budgeted by the Street Department for \$185,000.00. The total cost of this truck will be \$150,349.00. The ability to obtain the CoStar cooperative purchasing allows us to save money and to work with dealers that deal with municipality's every day. Since these dealers specialize in heavy-duty trucks/equipment we can receive them in a timely manner.

Please consider this sole source purchase.

Sincerely,

David Broadwater Jr
Fleet Maintenance Coordinator

MAYOR

RAYMOND M. MORRISS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY D. RHODES

**PW OPERATIONS
MANAGER**

BROOKE CASSELL



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Request for FY2020 Streets 5-Ton Dump Truck

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sun, Mar 1, 2020 at 9:31 AM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Jeff,

The Street Department has budgeted \$185,000 for FY2020 to purchase a new 5-Ton Dump Truck with Plow and Spreader. I recommend that we move forward with the sole source purchase of a New International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC and Stephenson Equipment through other agencies purchasing consortiums (CoStars). This is a purchasing Co-Op in Pennsylvania. Both of these companies are offering us CoStar pricing, which is in accordance with Section 2-171 (c) (iv) of the City Code (through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities). The cost for the truck is below budget at \$150,349. By purchasing through companies that use CoStars, we save money and receive our trucks in a timely manner.

Please consider this sole source request.

Thanks,
Brian

--

David Brian Broadwater Jr*Fleet Maintenance Coordinator*

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
Maryland **0188_001.pdf**
102K

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Tue, Mar 3, 2020 at 11:16 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Approved

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



HV507 SFA

Sales Proposal For:
City of Cumberland

Presented By:
Five Star International, LLC

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$153,852.00
PDI and DOT State Inspection	\$355.00	
Total Preparation And Delivery:		\$355.00
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$156,557.00
Less Customer Allowance:		(\$58,418.00)
Total Vehicle Price:		\$98,139.00
Total Sale Price:		\$98,139.00
Total Per Vehicle Sales Price:		\$98,139.00
Net Sales Price:		\$98,139.00

Truck chassis priced in accordance with costars contract 025-005

Please feel free to contact me should you have any questions or concerns

Thanks,

Bill Beck
717.614.4804
bill.beck@fivestartrucks.com

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Pennsylvania Locations: Harrisburg, PA (*Corporate Headquarters*)
Butler, PA • Ebensburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

New York Locations:
Albany, NY • Syracuse, NY

Maryland Location:
Aberdeen, MD (*Service Only*)

Corporate Office: 7201 Paxton Street • Harrisburg, PA 17111 • Phone: 717-564-3434 • Toll Free: 800-325-6455 • Fax: 717-564-7580

SUPER CITY MFG. INC

174 Samuels rd Somerset, pa
15501

Ph: 814-445-8927

Fx: 814-445-6488

Email: sales@supercitymfg.com

11/15/19

T-1001-1

Stephenson Equipment Inc

Ph 724-865-9221

Fax 724-865-9817

International HV507

GVW 37,000 lb. 84-87" CA

Attn: Vicki/Rick/City of Cumberland

10'6" Aluminum dump service

3/8" 5454 H34 floor

4" I-beam 6061T6 on 12" centers

6" I-beam 6061T6 longitudes on rubber cushion

24" 3/16" 5454 H34 sides w/ 2x12" Pine boards

Dirt shedders w/tarp bar & Inside radius

36" Aluminum tailgate w/ 3 coal doors

37" Rear corner height

Pin type top hardware w/ Air bottom latches

24" Cab protector w/8-10" lip (Tarp ready)

Three step ladder w/grab handle (Slide out)

Splash shields, mud flaps

DOT Approved lighting w/OEM tail lights

Rear post STT/LED / Backup combo

Six light LED strobe kit

2 Spreader lights

Trucklite Fender Mounted **Heated** Plow Lights (80880)

¾" Hitch plate w/ D-rings, 7 Pin plug

30 Ton bolt on pintle hook

Glad hands (IF AIR EXISTS AT REAR)

Aluminum oil tank

18x18x24 Aluminum toolbox

Roll Rite Aluminum Electric Tarp (Asphalt)

Conspicuity Tape on sides and rear

ICC bumper & 112 Db backup alarm

Install Supplied Plow and Hitch, Western 9' Pro Plus to operate from Central hyd., Universal Mount,

Markers, Shoe kit, Rubber deflector

Install Stephenson supplied Spreader, Swenson Stainless Steel Under Tailgate Spreader,

Model SADS-6-CD, Center Drop, Poly Spinner, Reverse Flighting, spill plates

U-850DA LM Hoist

Central Hydraulics for Hoist up/dn, Air controls

Plow up/dn/lr, Spreader auger- spinner

Manual Spreader Controls

Hotshift/PTO

TOTAL **\$52,210.00**

CO-STARS # 025-021,

CO-STAR VENDOR NUMBER 150032

Quote valid for 30 days

Plus all applicable taxes

****SIGNED QUOTES WILL ONLY BE HONORED FOR 90 DAYS FROM DATE OF QUOTE, DUE TO THE FLUCTUATION OF METALS PRICING. PLEASE CONTACT US FOR UPDATED PRICING PRIOR TO DELIVERY OF CHASSIS****

Approval signature_____ Date_____ PO#_____

Item Attachment Documents:

Order 26,622 - declaring a 2008 Chevrolet Impala (VIN: 2G1WB58K081223459) and a 2004 Ford Crown Victoria (VIN: 2FAFP71W24X134541) to be surplus and authorizing them for sale, scrap, or trade-in

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

ORDER NO. 26,622

DATE: April 7, 2020

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

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

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

- | | | |
|----|--------------------------|------------------------|
| 1. | 2008 Chevrolet Impala | VIN: 2G1WB58K081223459 |
| 2. | 2004 Ford Crown Victoria | VIN: 2FAFP71W24X134541 |

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: April 7, 2020

Agenda Item Number: Order No. 26622

Key Staff Contact: James Burt

Item Title: Surplus Vehicles

Summary: Declaring a 2008 Chevrolet Impala (VIN: 2G1WB58K081223459) and a 2004 Ford Crown Victoria (VIN: 2FAFP71W24X134541) to be surplus and authorizing them for sale, scrap, or trade-in

The Impala went down for service, and then was determined to not be worth putting much money into. We are expecting to get \$1500 for this vehicle for trade-in.

The Crown Vic was in an accident, has over 200K miles, and is not worth being fixed. We would like to surplus this vehicle due to age, mileage, and we feel it is now classified as totaled.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	Enter Text Here
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 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 type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

Item Attachment Documents:

Order 26,623 - accepting the proposal of Sutphen Corporation to provide one (1) Sutphen Heavy Duty 100-ft. Mid-Mount Aerial Ladder Truck in the total delivered price of \$1,297,569.21. This equipment will be procured through the HGAC Cooperative Purchasing Program.

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

ORDER NO. 26,623

DATE: April 7, 2020

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

THAT, the proposal from Sutphen Corporation, 6450 Eiterman Road, Dublin, OH, 43016 to provide one (1) Sutphen Heavy Duty 100-foot Mid-Mount Aerial Ladder Truck for a total delivered price of One Million, Two Hundred Ninety-seven Thousand, Five Hundred Sixty-nine Dollars and Twenty-one Cents (\$1,297,569.21 be and is hereby accepted; and

BE IT FURTHER RESOLVED, that this equipment will be procured through the HGAC Cooperative Purchasing Program (HGAC Bid No. FS12-19).

Raymond M. Morriss, Mayor

Budget: 001.043.64000 FY2020



PROPOSAL FOR HGAC CONTRACT # FS12-19

TO THE:

Fire Department: City of Cumberland
Attn: Chief Dunn
Address: 20 Bedford St.
Cumberland MD 21501

DATE: March 26 2020

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Ladder (SPH 100) Complete
and Delivered for the Total Sum of \$1,297,569.21**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **15-17** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted

,
Brandon McKenzie

F.A.S.T. of the Allegheny Mountains LLC
Authorized Representative for Sutphen Corporation
Mobile: 814-233-4441
Office: 814-443-6313
Email: fastevt@yahoo.com



SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



**FAMILY OWNED
SINCE 1890**

**Prepayment Discount Options
For The
City of Cumberland**

Current Bid Price \$1,297,569.21

Option 1	For a prepayment in the amount of	\$324,392.30	the discount
25%	would be \$11,150.99 for a total selling price of		\$1,286,418.22
Option 2	For a prepayment in the amount of	\$648,784.61	the discount
50%	would be \$22,301.97 for a total selling price of		\$1,275,267.24
Option 3	For a prepayment in the amount of	\$973,176.91	the discount
75%	would be \$33,452.96 for a total selling price of		\$1,264,116.25
Option 4	For a full prepayment, we offer a discount of	\$44,603.94	
100%	for a final selling price of		\$1,252,965.27

NOTE: For any option above, the prepayment would be due within 30
days of contract signing in order to receive the discounts listed.
Any remaining balance would be due at the time of delivery.

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

FS12-19

Date
Prepared: 03/20/20

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Cumberland, MD	Contractor:	Sutphen Corporation
Contact Person:	Chief Donald Dunn	Prepared By:	Brandon McKenzie
Phone:	310-722-2000 ext. 6480	Phone:	814-233-4441
Fax:		Fax:	
Email:	donald.dunn@cumberlandmd.gov	Email:	fastevt@yahoo.com
Product Code:	FS19IIA06	Description:	Sutphen SPH100, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, 100' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			\$1,074,062.51

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Performance Bond	\$ 5,161.54
		SEE ATTACHED	
		Subtotal From Additional Sheet(s):	\$ 167,996.43
		Subtotal B:	\$ 173,157.97

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		SEE ATTACHED	
		Subtotal From Additional Sheet(s):	\$ 48,348.73
		Subtotal C:	\$ 48,348.73

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

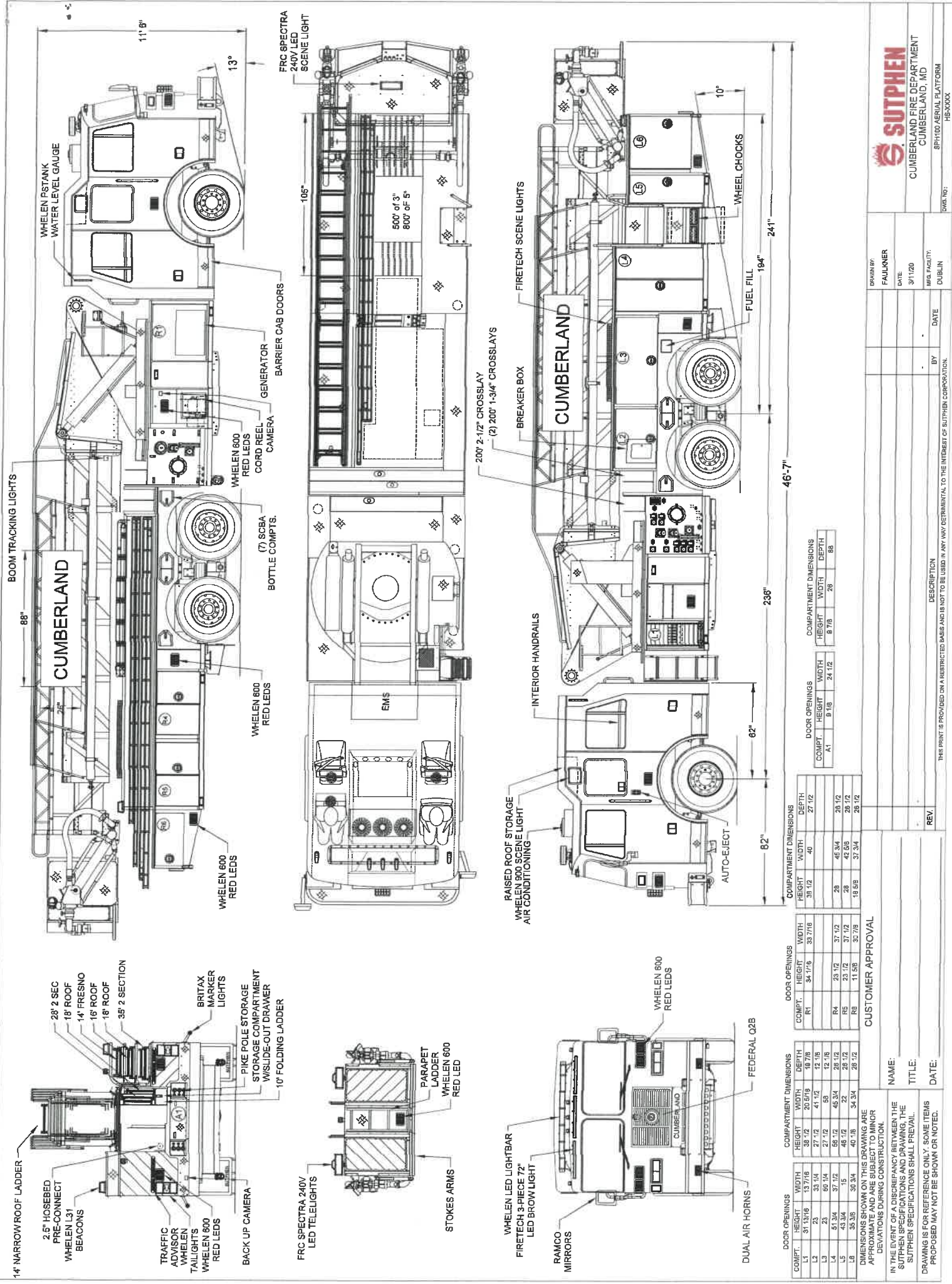
Quantity Ordered:	1	X Subtotal of A + B + C:	1,295,569.21	=	Subtotal D: \$ 1,295,569.21
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$ 2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	\$ -

Delivery Date: 15 - 17 months

G. Total Purchase Price (D+E+F): \$ 1,297,569.21



DOOR OPENINGS				COMPARTMENT DIMENSIONS			
COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
A1	9' 1/8"	24' 1/2"	88"	1	27' 1/2"	40"	27' 1/2"

DOOR OPENINGS				COMPARTMENT DIMENSIONS			
COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
R1	34' 1/8"	33' 7/16"	40"	2	28'	46' 3/4"	28' 1/2"
R4	23' 1/2"	37' 1/2"	28"	3	28'	43' 5/8"	28' 1/2"
R5	23' 1/2"	37' 1/2"	28"	4	18' 5/8"	37' 3/4"	26' 1/2"
R8	11' 5/8"	30' 7/8"	28' 1/2"				

DOOR OPENINGS				COMPARTMENT DIMENSIONS			
COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
L1	31' 13/16"	13' 7/8"	20' 1/8"	5	27' 1/2"	41' 1/2"	12' 1/8"
L2	23'	33' 1/4"	27' 1/2"	6	27' 1/2"	59'	12' 1/8"
L3	23'	60' 1/4"	56' 1/2"	7	45' 3/4"	28' 1/2"	28' 1/2"
L4	51' 3/4"	37' 1/2"	48' 1/2"	8	40' 1/8"	34' 3/4"	28' 1/2"
L5	43' 3/4"	15'	35' 3/8"				
L8	35' 3/8"	30' 3/4"	40' 1/8"				

CUSTOMER APPROVAL

NAME: _____
TITLE: _____
DATE: _____

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.
DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

DRAWN BY:
FAULKNER

DATE:
3/1/20


WPS FACILITY:
DUBLIN

DESCRIPTION

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

SUTPHEN
CUMBERLAND FIRE DEPARTMENT
CUMBERLAND, MD

SPH100 AERIAL PLATFORM
DWA No: HBXXXX

	Sutphen Component Report Dealership: FAST – Fire Apparatus Service Tech	HS- Customer Info	
		Contact: Position: Phone: Mobile: Email:	Order#: SQB008305_1 Customer#: CTB003169

Bill To
Customer: Cumberland Md Contact: , Address: 20 Bedford st. Cumberland , MD

Ship To
Customer: Same as Bill-to Contact: , Address:

Comments
Project Coordinator: Sales Person: Revision Level: Truck Type: Body Facility:

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Shoreline Cover Color = NONE
2		1	APPARATUS MODEL = SPH100
3		1	**ENG Facility = Dublin
4		1	**ENG Electrical System = Point-to-Point
5	USA	1	USA
6		1	**ENG Cooperative Purchasing =HGAC
7	10000100	1	INTENT OF SPECIFICATIONS - CUSTOM APPARATUS
8	10000200	1	PROPOSAL DRAWINGS
9	10000210	1	APPROVAL DRAWINGS
10	10000215	1	STD WIRING SCHEMATIC
11	10000300	1	~PRECONSTRUCTION CONFERENCE - PER PERSON, PER TRIP (1)
12	10000310	3	~INSPECTION TRIPS - PER PERSON, PER TRIP (3)

Line	Item #	Qty	Item Description/Comments
13	10001200	1	Maximum Apparatus Height = 11' 6"
14		1	**ENG Overall Apparatus Height = 11'6" +/- 2".
15	10010006	1	CHASSIS, CUSTOM
16	51070236	1	Wheelbase = 236
17	25020120	1	FRAME, 10" DOUBLE RAILS, DOMEX, TANDEM AXLE - AERIAL (110K PSI)
18	45010001	1	FRONT TOW EYES, BELOW BUMPER
19	45010015	1	FRONT TOW EYE FINISH, PAINTED
20	46010000	1	REAR TOW EYES
21	40010250	1	STEERING - ROSS TAS-85
22	22010250	1	DRIVE LINE, SPICER, SPL250 (Tandem)
23	23014310	1	ENGINE, CUMMINS X 15 600HP DOC-DPF-DEF-SCR OBD
24	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15
25	23030006	1	AIR INTAKE/EMBER SEPARATOR
26	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
27	23031180	1	12VDC HEATER FOR FLEETGUARD FUEL/WATER SEPARATOR
28	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5776
29	23030700	1	ELECTRIC FUEL PRIMER
30	47012445	1	TRANSMISSION, ALLISON GEN 5, EVS4000R W/RETARDER
31	23110100	1	DELETE JACOBS ENGINE BRAKE
32	47024050	1	TRANSMISSION COOLER
33	47030000	1	ALLISON TOUCH PAD SHIFTER
34		1	**ENG Shifter Pad Gearing = 5 Gears open, 6th Gear locked, Mode Button for Generator.
35	21021210	1	COOLING SYSTEM FOR X15
36	21030000	1	FAN CLUTCH
37	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST

Line	Item #	Qty	Item Description/Comments
38	26020100	1	FUEL BEAM, 65 GALLON (AERIALS)
39	26030000	1	FUEL FILL
40	26030100	1	FUEL COOLER
41	24040000	1	DIESEL EXHAUST FLUID TANK
42		1	**ENG DEF Access = Hinged Door For DEF Access.
43	24030100	1	HEAT SHIELD OVER EXHAUST
44		1	**CLAR NOTES, DEF tank to be at turn table steps
45	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4962PA
46	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V88-515-QF
47	15010510	1	BATTERIES, INTERSTATE TYPE 31 MHD (6)
48	15031700	1	BATTERY JUMPER TERMINALS
49	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY
50		1	**ENG Shoreline Inlet Location = Determined at Pre-Con.
51	15040100	6	120V OUTLET WIRED TO SHORELINE INLET - EA (6)
52		1	**ENG Nema Number = 5-20 House Plug Duplex.
53		1	**ENG Outlet Locations = 2 in cab and 4 in body compts.Outlets to be 5-20p
54	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40
55		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
56	15030430	1	ADDITIONAL 120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT
57	15088888	1	SPECIAL ITEM, add 4 receptacles in body and wire to existing shore power and wire thru transfer switch
58	14022140	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 24,000 LB.
59	41022140	1	SUSPENSION FRONT 24,000 LBS. (4) 56" LEAFS
60	41040100	1	FRONT SUSPENSION LOCKING CYLINDERS, AERIAL TOWER
61	41040200	1	FRONT SUSPENSION LOCKOUT PLATE
62	41040510	1	STEER ASSIST

Line	Item #	Qty	Item Description/Comments
63	43010320	1	FRONT TIRES GOODYEAR 425/65R22.5 LRL G296 HGW 22.5 X 12.25 WHEELS
64	14520310	1	REAR AXLE, MERITOR RT-50-180 52,000 LB TANDEM
65	14530150	1	TOP SPEED, 60 MPH
66	42020025	1	SUSPENSION REAR RAYDAN 52,000 LBS. AIR RIDE
67	44020285	1	TIRES, REAR, GOODYEAR 12R22.5 LRH G622 MUD & SNOW 52,000 GVWR
68	42920200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
69	44220110	1	WHEELS, ALUM, ACCURIDE, ACCUSHIELD (max 58K rear)
70	44270105	1	HUB COVERS, FRONT & REAR, POLISHED STS (Tandem Axle)
71	44270305	1	CHROME LUG NUT CAPS, FRONT & REAR (Tandem Axle)
72	44271100	1	MUD FLAPS, FRONT (PAIR)
73	44271200	1	MUD FLAPS, REAR (PAIR)
74	16010295	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (TANDEM AXLE)
75	18030400	1	FRONT WHEEL BRAKE ASSIST FOR FOUR WHEEL BRAKE SERVICE
76	18010046	1	AIR BRAKE SYST 6 TANKS WABCO 1200 DRYER (TANDEM)
77	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
78	18030140	1	AIR INLET CONNECTION
79		1	**ENG Standard Air Inlet Location = Left hand side of driver's step well.
80	18033000	1	KUSSMAUL 091-28 AIR EJECT W/FEM COUPLING
81	18220500	1	NO ELEC STABILITY CONTROL SYS
82	18110150	1	WABCO 6 CHANNEL ANTI-LOCK BRAKES W/ASR TANDEM
83	14530501	1	TIRE CHAINS, ON-SPOT, 6 STRANDS, (1) SET
84	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
85	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
86	54010200	1	AERIAL CHASSIS PREP (TANDEM AXLE)
87	11024292	1	CAB TSAL4SK 62" 10" RR 1/2

Line	Item #	Qty	Item Description/Comments
88	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
89	11030950	1	CAB LOCKDOWN LATCHES
90	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
91		1	**ENG Cab Tilt Controls = Officer's side Pump Panel.
92	11031100	1	MANUAL BACK-UP TILT SYSTEM
93	11031355	1	CAB DOORS, BARRIER STYLE
94	11031364	1	LOWER CAB STEP WELLS, RAPTOR (BLACK) & TREADPLATE BACK WALL
95	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
96	11031395	1	CAB STEP LIGHTING, TECNIQ E41 LED STRIP LIGHTS
97	11031425	1	CAB DOOR WINDOWS, POWER W/AUTO ROLL-UP, WHEN PUMP IS ENGAGED
98	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
99	11031460	1	NO WINDOWS, BACK WALL OF CAB
100	52010010	1	ELECTRIC INTERMITTENT WIPERS
101	38010218	1	MIRRORS, RAMCO HEATED & REMOTE COWL MOUNT LEFT & RIGHT
102	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)
103	11024500	1	FLAMING "S" LOGO, UPPER GRILLE, REFLECTIVE RED
104	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
105	20010075	1	BUMPER, 12" POLISHED STAINLESS STEEL
106		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
107	20029800	1	BUMPER SIDES, DIAMONDPLATE
108	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR
109		1	**ENG Air Horns Location: Outboard, (1) each side.
110	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X12/X15 STYLE)
111	12030350	1	LANYARD CONTROL FOR AIR HORNS
112	12088888	1	SPECIAL ITEM, Air horn button to be on Pedestal control board

Line	Item #	Qty	Item Description/Comments
113	12510200	1	ELEC SIREN, FEDERAL SIGNAL PA-300
114	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
115	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
116		1	**CLAR NOTES, PA 300 siren to be model # 690001 to have removable mic
117	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
118	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON
119		1	**ENG Siren Brake Switch for Driver.
120	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
121		1	**ENG Siren Brake Switch for Officer.
122	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
123		1	**ENG HEADLIGHT INTERIOR FINISH, BLACK
124	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
125	32530620	1	CORNERING LIGHTS, WHELEN 600 LED
126	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
127	27030600	1	COAT HOOKS FOR GRAB HANDRAILS (4)
128		1	**ENG Location of Coat Hooks = Top of Handrail.
129	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
130	27030110	1	HANDRAILS, REAR CAB INTERIOR DOOR, KNURLED STS AT WINDOW (2) ONLY
131	11035405	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB (AERIAL OR TOP MOUNT)
132	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
133	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD
134	11032929	1	DOOR PANEL, FULL STS
135	11032955	1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE CHEVRONS
136		1	**ENG Reflective Striping Color = Red/White.
137	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED

Line	Item #	Qty	Item Description/Comments
138	11035375	1	DIAMONDPLATE CAB FLOOR
139	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
140	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
141	11031550	1	CENTER CONSOLE EXTENSION
142	11031563	1	TOP OF EXTENSION, CUP HOLDERS (2) AND STORAGE SLOT
143	11031570	1	SIDES OF EXTENSION, FLAT
144	22610050	1	ENGINE HOOD LIGHT, LED (1)
145	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE
146	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
147	30010135	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES (AERIALS)
148	30010700	1	CAB PUMP SHIFT, AIR
149	30031610	1	DOOR AJAR LIGHT, WHELEN TIR3 LED
150		1	**ENG Door Ajar Light Location = Centered below upper command console.
151	30031655	1	DOOR AJAR ALARM WITH SILENCE BUTTON
152	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
153	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
154	30031100	1	HIGH IDLE SWITCH
155	30031775	1	12V POWER POINTS, (2)
156	30031804	1	12V DUAL PORT USB POWER POINTS, (4)
157	11040000	1	CAB ACCESSORY FUSE PANEL
158	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
159		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
160	11040100	1	ADD'L FUSE BLOCK IN CAB FOR FUTURE ELECTRICAL INSTALLATION
161	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
162	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)

Line	Item #	Qty	Item Description/Comments
163	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
164	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)
165		1	**ENG Cab Door Light Color Amber
166	28010740	1	DEFROSTER, HEATER & A/C (TM-21)
167	28090003	1	HEAT TO FEET
168	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
169	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
170	11031693	1	REAR HEAT/AC STORAGE, 3 SLOTS (2 EMS, 1 LARGE)
171	28030000	1	METAL VENT COVERS FOR DEFROSTER/AC
172	38510251	1	DRIVER'S SEAT, BOSTROM TANKER 550 AIR RIDE ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
173	38320000	1	HELMET STORED IN COMPARTMENT
174	38530300	1	REMOVABLE UPHOLSTERED PAD TO COVER SCBA, DRIVER
175	39090015	1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
176	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
177	38320000	1	HELMET STORED IN COMPARTMENT
178	39521111	1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
179	38320000	1	HELMET STORED IN COMPARTMENT
180	39521112	1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
181	38320000	1	HELMET STORED IN COMPARTMENT
182	11031825	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (AERIAL)
183	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM
184	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
185	11032315	1	ADJUSTABLE SHELVES, NOT PROVIDED
186	39588888	1	SPECIAL ITEM, EMS compartment is to go from the floor to the top NOT on a seat riser
187	39550200	1	SEAT COLOR, BLACK

Line	Item #	Qty	Item Description/Comments
188	39530710	4	BOSTROM ZIP CLEAN REMOVABLE COVERS, BOTTOM SEAT CUSHION, INCLUDES AN ADDITIONAL COVER (PER SEAT) (4)
189	39530720	4	BOSTROM ZIP CLEAN REMOVABLE COVERS, BACK REST (4)
190	39610000	4	SCBA BRACKETS, BOSTROM, SECURE ALL (4)
191	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
192	39710006	1	DOUBLE CREW SEAT COMPT, OPEN FRONT
193	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
194	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS
195	84561015	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)
196		1	**ENG Camera Mounting Location #1 Rear of Body.
197		1	**ENG Camera Mounting Location #2 Below Officer's Turn Signal Housing.
198	11088888	1	SPECIAL ITEM, add camera monitor at outrigger control area
199		1	**CLAR NOTES, Second camera is to show officer side outrigger not on officer turn signal housing
200	60020305	1	WATEROUS PUMP CSU-1750 GPM SINGLE STAGE
201	60025310	1	GEARBOX, WATEROUS, FRONT MOUNTED
202	60026010	1	PUMP PACKING, WATEROUS
203	60031001	1	ZINC ANODES, WATEROUS
204	60035121	1	PUMP TEST, MISTRAS GROUP, INC
205	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
206	62010002	1	STAINLESS STEEL PIPING
207	66020100	1	3" TANK TO PUMP W/CHECK VALVE
208	61720100	1	VALVE, AKRON HEAVY DUTY
209	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
210	73010100	1	TANK FILL 1.5"
211	61720100	1	VALVE, AKRON HEAVY DUTY
212	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS

Line	Item #	Qty	Item Description/Comments
213	61020010	1	PRESSURE GOVERNOR, FIRE RESEARCH, IN CONTROL 400-SERIES
214	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
215	63021100	1	6" MAIN SUCTION, LEFT SIDE
216	63030600	1	WATEROUS MONARCH INTAKE VALVE, ELEC
217	63034650	1	ADAPTER, 6" NST FE X 5" STORZ, 30 DEGREE W/CAP & CHAIN, TFT
218	65030000	1	2.5" LEFT SIDE INLET
219	61720100	1	VALVE, AKRON HEAVY DUTY
220	61770100	1	ACTUATOR, VALVE, SWING HANDLE
221	60036010	1	THREADS, NST
222	63025100	1	6" MAIN SUCTION, RIGHT SIDE
223	63030600	1	WATEROUS MONARCH INTAKE VALVE, ELEC
224	63034650	1	ADAPTER, 6" NST FE X 5" STORZ, 30 DEGREE W/CAP & CHAIN, TFT
225	64030000	1	2.5" RIGHT SIDE INLET
226	61720100	1	VALVE, AKRON HEAVY DUTY
227	61770100	1	ACTUATOR, VALVE, SWING HANDLE
228	60036010	1	THREADS, NST
229	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
230	61720100	1	VALVE, AKRON HEAVY DUTY
231	61770110	1	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR
232	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
233	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
234	60036010	1	THREADS, NST
235	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
236	61720100	1	VALVE, AKRON HEAVY DUTY
237	61770110	1	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR

Line	Item #	Qty	Item Description/Comments
238	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
239	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
240	60036010	1	THREADS, NST
241	71025140	1	4" DISCHARGE, RIGHT - POSITION 3
242	61720100	1	VALVE, AKRON HEAVY DUTY
243	61770425	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
244	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
245	61810160	1	DISCHARGE TERMINATION, STRAIGHT
246	60036010	1	THREADS, NST
247	61840300	1	ADAPTER, 4" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
248	71025125	1	2.5" DISCHARGE, RIGHT - POSITION 4
249	61720100	1	VALVE, AKRON HEAVY DUTY
250	61770425	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
251	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
252	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
253	60036010	1	THREADS, NST
254	71088888	1	SPECIAL ITEM, Add 2 1/2" hosebed discharge in left side of hosebed as high in hosebed as possible
255	72811000	1	ONE 2.5" CROSSLAY, 2.5" SWVL & TWO 2" CROSSLAYS W/1.5" SWIVEL (SPH)
256		1	**ENG Crosslay Hose Load Requirement = 2 1/2" crosslay is will be connected to 2" hose there for ,crosslay shall be sized to hold 2" hose
257	61720100	3	VALVE, AKRON HEAVY DUTY (3)
258	61770425	3	ACTUATOR, VALVE, ELECTRIC, AKRON 9333 (3)
259	77021010	3	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5" (3)
260	60036010	3	THREADS, NST (3)
261	72910520	1	COVER, VINYL FOR CROSSLAYS (SPH)
262		1	**ENG Crosslay/Speedlay Cover Color = Black.

Line	Item #	Qty	Item Description/Comments
263	61742000	1	MASTER PUMP DRAIN, MULTIPORT
264	61730005	9	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (9)
265	78521445	1	WATERWAY CONTROL, 4" VALVE, AKRON 9335 ELECTRIC ACTUATOR
266	61910100	1	WATERWAY DRAIN VALVE, AKRON 1.5" PUSH/PULL CONTROL
267	74920210	1	SPH1 - SIDE MOUNT PUMP PANEL
268	74930500	1	PANEL FINISH, BLACK VINYL
269	74931000	1	ESCUTCHEON PLATES
270	74931050	1	COLOR CODING
271	74931210	1	PUMP MODULE FRAMEWORK, NON-PAINTED
272	74931300	1	PUMP FINISH, PAINTED BY SUTPHEN
273		1	**ENG Painted Pump = Match Truck Color.
274	74931510	1	PLUMBING FINISH, NON-PAINTED
275	75510210	1	PUMP OPERATOR LIGHTS, TECNIQ E41 LED STRIP
276	75530110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, TECNIQ E41 LED STRIP
277	76010105	1	PUMP PANEL GAUGES & CONTROLS
278	60028020	1	PUMP PRIMER, WATEROUS
279	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
280	76030750	1	PUMP OVERHEAT ALARM, MALLORY PF-20A35EWQ
281	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
282	76510060	1	GAUGES, MASTER, INNOVATIVE CONTROLS, 4"
283	77510050	1	GAUGE, WATER LEVEL, INNOVATIVE CONTROLS SL-14
284	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
285		1	**ENG Whelen Gauge Locations = Driver's side of Cab, behind Crew Door, high.
286		1	**ENG Whelen Gauge Locations = Officer's side of Cab, behind Crew Door, high.
287	83525200	1	WATER TANK BRAND, UPF

Line	Item #	Qty	Item Description/Comments
288	83520205	1	WATER TANK, 300 GAL, POLY (AERIALS)
289	83588888	1	SPECIAL ITEM, change to 500 gal
290		1	**CLAR NOTES, Water tank to be 500 gal.
291	80117070	1	BODY SPH-7, LEFT 56"H / RIGHT 48"H
292	80029930	1	STAINLESS STEEL SUBFRAME/UNDERCARRIAGE, SPH100
293		1	**CLAR NOTES, L#1 compartment to have ROM roll up door
294	81088888	1	SPECIAL ITEM, Delete R#2 compartment
295		1	**CLAR NOTES, right side of body to be low side
296	81088888	1	SPECIAL ITEM, delete R#3 compartment
297		1	**CLAR NOTES, right side of body to be low side
298	81165705	1	UNISTRUT TRACK IN COMPTS
299	80220220	1	COMPT DOORS, HINGED (ALUM)
300	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
301	81320205	1	SPH 100 HOSEBED, ALUM FLOORING
302	81410000	1	COVER, VINYL, MAIN HOSE BED
303		1	**ENG Hosebed Cover Color = Black.
304	81440200	1	COVER FASTENERS, BUNGIE CORDS WITH ORANGE TAB
305	81330300	1	HOSE BED DIVIDER, ADJ (1)
306	81910500	1	HANDRAILS, KNURLED STS, SPH100
307	82014500	1	STEPS, IC FOLD DOWN W/LIGHT (SPH)
308		1	**ENG Step Light Color = White
309	82510000	1	RUB RAILS, ANODIZED ALUM
310	83010125	1	ALUMINUM TREADPLATE (SPH)
311	80290101	1	FIBERGLASS WHEEL WELL LINERS (SL100, SPH)
312	80231260	1	7 SCBA CYLINDER COMPTS (TANDEM BODY)

Line	Item #	Qty	Item Description/Comments
313	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (4)
314	89028888	1	SPECIAL Ladder Package Custom ladder chute and body mounting
315		1	<p>**CLAR NOTES, Alco-Lite ladders</p> <p>Ladder chute: (1) 28'-2 sec (1) 18' roof (1) 10' attic ladder</p> <p>Body right side: (1) 35'-2 sec (1) 18' roof (1) 16' roof (1) 14' 2-sec Fresno</p> <p>Boom: (1) Narrow 14' roof ladder to be mounted on fly section by the dealer</p>
316	89530900	3	MOUNTING OF EXTRA LADDER (EACH) (3)
317		1	**ENG State Mounting of Extra Ladders Location and Details = Ladders to be mounted on the right side of the body mentioned in special ladder package. This special item accounts for the mounting of those ladders.
318	89512200	1	LADDERS ENCLOSED IN HOSEBED ON BEAM (SPH)
319		1	**CLAR NOTES, Sutphen will purchase all ground ladders
320	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
321	84511100	1	BODY ELECTRICAL DESCRIPTION
322	84520010	1	BACKUP ALARM, PRECO
323	85010140	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAI/TURN/REVERSE, TRIPLE HOUSING (PAIR)
324	85110100	1	ICC LIGHTS, LED
325	85130100	1	MARKER LIGHTS, BRITAX, FLEXIBLE, LED (PAIR)
326	85510205	1	STEP LIGHTS, LED, WHELEN 2G AT PUMP PANEL & REAR BODY
327	85710020	1	UNDERCARRIAGE GROUND LIGHTS, LED
328	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
329	86600000	1	OPTICAL WARNING SYSTEM, UPPER
330	86610140	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 16 MODULES
331	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
332	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)

Line	Item #	Qty	Item Description/Comments
333	86810100	1	UPPER WARNING LIGHTS, ZONE C (REAR PLATFORM), WHELEN 600 SUPER LED, 60*02F*R (QTY 1)
334	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
335	87100000	1	OPTICAL WARNING SYSTEM, LOWER
336	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
337	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
338		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
339	87210120	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
340	87812140	1	LOWER, ZONE B - MOUNTING LOCATION (SL100, SPH100)
341		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = (1) Warning light near the front corner of the apparatus, (1) under the turntable area, (1) near the rear axle, and (1) near the rear corner of the apparatus.
342	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
343		1	**ENG Zone C, Lower Rear Warning Light Color, Lens Color, Details = 2- 600 red warning lights are to be mounted inside of tail light assemblies on each side
344	87410120	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
345	87814140	1	LOWER, ZONE D - MOUNTING LOCATION (SL100, SPH100)
346		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = (1) Warning light near the front corner of the apparatus, (1) under the turntable area, (1) near the rear axle, and (1) near the rear corner of the apparatus.
347	87537732	1	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (1)
348		1	**ENG Whelen 600 LED Warning Light Color = Red
349		1	**ENG Additional Whelen Warning Lights Note: Body Facility to provide/install Additional 600 LED Warning Lights
350	87040008	1	TRAFFIC ADVISOR, WHELEN LED, TAL85 22" 2-PIECE
351	86537811	1	SCENE LIGHTS, WHELEN 900 LED, SURFACE MOUNT (PAIR) (1)
352		1	**ENG Light Mounting Location & Switching = 900 scene lights are to be mounted on cab each side high
353	88393000	1	LIGHT, FIRETECH, 72" 3-PIECE BROW, 30K LUMENS, 12V LED FT-B-72-ML-3PKIT-* (1)
354		1	**ENG Note: Do not install any LED marker lights on the top of the cab. Lights will be built into the Firetech brow lights.
355	86588888	1	SPECIAL ITEM, 2 #FT-MB-2.27 FireTech lights
356		1	**CLAR NOTES, additional scene lights are to be mounted on top of body rail 2/3rd the way back on officer side and on top of compartment 2/3rd way back on dr. side
357	88230221	1	GENERATOR, SMART POWER, 10KW ER HYD, AERIALS

Line	Item #	Qty	Item Description/Comments
358		1	**ENG With the 10KW hydraulic generator, the generator pump will need to be connected directly to the transmission PTO.
359	88250400	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR GFI BREAKERS
360	88251120	1	BREAKER PANEL, STD LOCATION (L2)
361		1	**ENG Breaker panel to be mounted as high as possible in the compartment.
362	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PDS100
363	88290000	1	LOUVERED DOOR ON GENERATOR COMPARTMENT
364	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)
365	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE (1)
366		1	**ENG (4) Main NEMA Numbers Receptacles= L5-15
367		1	**ENG Receptacle Box, Hardwired, Pig Tail Or Recessed Plug = Hardwired
368	88390812	1	LIGHT, FR SPECTRA, LED, SURFACE MNT, 20K LUMENS, 240V, UNDER PLATFORM (1)
369	88390843	2	LIGHT, FR SPECTRA, LED, TELE, 20K LUMENS, 240V, SPH PLATFORM (2)
370		1	**ENG Fire Research Spectra LED Scene Light Details = Lights are to be switched in cab and at pump panel
371		1	**ENG Scene Light Housings Color= White
372	88399920	2	ADDITIONAL SWITCH, 3-WAY FOR 120/240V LIGHTS (EA) (2)
373		1	**ENG Location & Function for Additional 3-Way Switches 120/240V = Platform lights are to be switched in cab and at pump panel
374	10040610	1	MODEL SPH100, AERIAL COMPONENTS
375	94020236	1	AERIAL TOWER ASSEMBLY, SPH100
376	94020315	1	TURNTABLE ACCESS, LOWER LEFT, FIXED STEPS
377	94020325	1	FOLDING STEP UNDER TURNTABLE ACCESS STEP
378	94020340	1	TURNTABLE ACCESS, UPPER LEFT, LADDER
379	94020365	1	TURNTABLE ACCESS, UPPER RIGHT, LADDER
380	94020250	1	INTERLOCK SYSTEM
381	94020260	1	ROTATION & SMART BOOM WARNING SYSTEM
382	94020265	1	ROTATION LIMITING ALARM , FLOYD BELL US-09-515-S

Line	Item #	Qty	Item Description/Comments
383	94020272	1	HYDRAULIC SYSTEM - SPH100
384	94020900	1	12 VOLT AUXILIARY HYDRAULIC POWER
385	94020286	1	PEDESTAL CONTROLS, PROPORTIONAL TYPE, SPH100
386	94021212	1	BOOM ASSEMBLY - SPH100
387	94020465	1	AERIAL SPOT LIGHTS – (2) FIRETECH FT-WL-X-5-S-B, LED (SP95,100,110,SPH)
388	94021326	1	LADDER SPH 100 HIGH RAIL CABLE TRACK
389	94020490	1	LADDER LIGHTING SYSTEM, FIRETECH FT-WL-2000-S-B, LED
390		1	**ENG Ladder Lighting Color = White
391	94021337	1	HYDRAULIC CYLINDERS - SPH 100
392	94021344	1	AERIAL TOWER WATERWAY - 110 & SPH 100
393	94021027	1	OUTRIGGER GROUND JACKS, MANUAL CONTROL, SPH100
394	94021090	1	AERIAL JACKS ALARM, ECCO DT500
395	94021100	1	OUTRIGGER DISPLAY PANEL COVER, STAINLESS STEEL
396	94021160	1	OFFICER'S SIDE AREA, REAR OF OUTRIGGER, CORD REEL COMPARTMENT W/SINGLE HINGED DOOR
397	93910012	1	JACK PADS, BLACK - SPH100
398	94021340	1	OPERATIONAL TEST - AERIAL PLATFORMS
399	94040051	1	LADDER TEST, MISTRAS GROUP, INC
400	94210016	1	4-DOOR PLATFORM, SPH
401	94210135	1	DOOR SKIN, SMOOTH ALUMINUM (SPH)
402	94210014	1	PLATFORM ACCESS LADDER
403	94210318	1	PLATFORM BOOM CONTROLS, PROPORTIONAL TYPE, SPH/SPI112
404	94210340	1	PLATFORM CONTROL COVER, VINYL
405		1	**ENG Platform Controls Vinyl Cover Color = Black.
406	94210230	1	PLATFORM SPOT LIGHT – (1) FIRETECH FT-WL-X-5-S-B, LED (SP95,100,110,SPH)
407	94210295	1	MARKER LIGHTS, BRITAX FLEXIBLE, LED, PAIR, ON SIDES OF YOKE

Line	Item #	Qty	Item Description/Comments
408	94210350	1	120 VOLT OUTLET IN PLATFORM
409		1	**ENG Nema Number = L515
410	94210802	1	75 GPM WATER CURTAIN FOR SPH 100 or SPI112
411	94210705	1	YOKE OUTLETS - SPH100
412	94210512	1	MONITOR, DS AKRON 3482 STREAM MASTER2, ELECTRIC, 1250 GPM W/AKRON 5177 ELECTRIC NOZZLE
413	94210516	1	MONITOR, OS, AKRON 3473, GEMINI MANUAL 1000 GPM
414	94210675	1	NOZZLE, OS, AKRON 2499 & 3488 PIPE
415	94210999	1	INTERCOM SYSTEM, FRC ACT 3-STATION
416	94211155	1	PLATFORM AIR SYSTEM W/ 7000 PSI ASME AIR TANK
417	94212500	1	BREATHING AIR ALARM, FLOYD BELL TLHC-V88R-930-Q
418	94270588	1	SPECIAL Breathing Air System Location on turn table
419		1	**CLAR NOTES, Bottle is to mounted on turntable
420	94210017	1	PARAPET LADDER, SPH100
421	94280150	1	STOKES ARMS, SPH100 PLATFORM
422	94295001	1	SINGLE LIFTING EYE, 800 LB.
423	90010030	1	STAINLESS PAINT SCHEME - CORP AERIALS
424	90030004	1	PAINT, SINGLE TONE
425	90030159	1	PAINT FRAME RAILS, FUEL BEAM, BODY REAR DROP & LOWER AERIAL COMPONENTS - BLACK (TANDEM)
426	90030031	1	PAINT, TURNTABLE, SIDE PLATES & LIFT CYLINDER SILVER
427	90030033	1	PAINT, LADDER SHEAVE BEAMS, EXT CYLINDER & YOKE SILVER
428	90083200	1	UNDERCOATING, ZIEBART (OR EQUAL), TANDEM
429	90510000	1	3" LETTERING, 22K UP TO 40
430	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)
431	90530355	1	MALTESE CROSS LAMINATED 22KT GOLD (Pair)
432	90610210	1	6" SCOTCHLITE STRIPE AROUND TRUCK (TANDEM)

Line	Item #	Qty	Item Description/Comments
433	90681120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE (Aerial Platforms)
434	90681420	1	CHEVRON STRIPING, REAR PLATFORM OUTBOARD, REFLEXITE
435	90710050	2	BOOM SIGN, APPROX 115" X 12" FOR SPH & 110'
436	90720120	1	10" LETTERING FOR BOOM SIGN
437	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
438	91030702	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD IN REAR LADDER ACCESS AREA (SPH)
439		1	**ENG Wheel Chock Mounting Locations = Stored in rear ladder access area.
440	89050100	1	PIKE POLE STORAGE TUBES, (3) EA SIDE
441	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
442	99031110	1	DELIVERY, AERIAL APPARATUS
443	99040200	1	~DEALER PREP/INSPECTION
444	99510310	1	WARRANTY, ONE YEAR - AERIALS (DUBLIN)
445	99999100	1	NOTATIONS
446	PDB000397	1	DEALER SUPPLIED - Shelves, Trays and Equipment Mounting
447	PDB000219	1	DEALER SUPPLIED - OTHER - Mount 14' narrow ladder on fly section (Rungs are to line up)
448	PDB000219	1	DEALER SUPPLIED - OTHER - Mount 8' NY hook in fly section
449	PDB000219	1	DEALER SUPPLIED - OTHER - 1 Yearly service including 1 aerial maintenance,pump pm,engine oil change
450	PDB000219	1	DEALER SUPPLIED - OTHER - Dealer supplied 1 year warranty service which includes any transportation of vehicle to or from anywhere is needed and any repairs needed that F.A.S.T. can do at the fire departments location.
451	PDB000219	1	DEALER SUPPLIED - OTHER -
452	PDB000219	1	DEALER SUPPLIED - OTHER - 1- 2 1/2 gallon water extinguisher,1- 80 BC extinguisher,1- 10 BC Co2 extinguisher, and 1 stokes basket to fit in A#1 compartment
453		1	COOPERATIVE PURCHASING AGENCY FEES
454	10000400	1	~PROPOSAL GUARANTEE - BID BOND
455	10000410	1	PERFORMANCE BOND

Council Agenda Summary

Meeting Date: March 31, 2020

Agenda Item Number: Order 26,623

Key Staff Contact: Donald J. Dunn

Julie A. Davis

Item Title:

Accepting Proposal of Sutphen Corporation's proposal to provide one (1) Sutphen Heavy Duty 100-ft. Mid-Mount Aerial Ladder Truck - \$1,297,569.21

Summary:

Recommend to accept proposal of Sutphen Corporation, 6450 Eiterman Road, Dublin, Ohio 43016, to provide through the HGAC Cooperative Purchasing Program (HGAC Bid No. FS12-19), one (1) Sutphen Heavy Duty 100-foot Mid-Mount Aerial Ladder Truck dated March 26, 2020, for a total delivered price of \$1,297,569.21.

Issues and Considerations:

Delivery in approximately 15 to 17 months (during FY2021)

See included Prepayment Discount Options

Sutphen Corporation financing available. Will provide information to Ken Tressler.

Fiscal Impact:

Is this item budgeted? ☒ Yes ☐ No

Budget:	FY2020 Fire Dept. Budget 001-043-64000: \$1,200,000.00
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Value of award:	\$1,297,569.21
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If item is not budgeted, does the budget need to be appropriated? ☐ Yes ☐ No

Is there grant funding being used? ☐ Yes ☒ No

If grant funding is being used, does it require a City match? ☐ Yes ☒ No

Match provisions:	Enter Text Here
-------------------	-----------------

Is this a sole source purchase? ☐ Yes ☐ No (If so, attach department recommendation and approval from City Administrator.)

Item Attachment Documents:

Order 26,624 - authorizing the Chief of Police to sign a Memorandum of Understanding with the District Court of Maryland which will allow the CPD to communicate electronically with the court and file documents via a web link. This will reduce the need for paper forms and help reduce error and promote efficiency.

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

ORDER NO. 26,624

DATE: April 7, 2020

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding (M.O.U.) with the District Court of Maryland which will allow the Cumberland Police Department to communicate electronically with the court and file documents via a web link, thereby reducing the need for paper forms, reducing errors and promoting efficiency; and,

BE IF FURTHER ORDERED THAT, the time period for this M.O.U. is from date of execution to June 30, 2022, with up to three (3) extension options of one (1) year each at the sole discretion of the AOC.

Raymond M. Morriss, Mayor

JOHN P. MORRISSEY
Chief Judge
ROBERTA L. WARNKEN
Chief Clerk



DISTRICT COURT OF MARYLAND
OFFICE OF THE DIRECTOR OF COMMISSIONERS
251 ROWE BLVD, SUITE 341
ANNAPOLIS, MARYLAND 21401-2395
Phone: 410-260-1230 Fax: 410-260-1217

DIRECTORS:
LAURA JONES
Finance
POLLY A. HARDING
Administrative Services
TIMOTHY D. HAVEN
Commissioners
LISA I. RITTER
Engineering & Central Services
MAUREEN DENIHAN, Esq.
Alternative Dispute Resolution
ROSE DAY
Operations

MEMORANDUM

TO: John C. Ternent, Captain (Interim Chief of Police)
Chestertown Police Department

FROM: Robert T. Hogan
Commissioner Technology and Records Coordinator

DATE: February 28, 2020

SUBJECT: MEMORANDUM OF UNDERSTANDING: FORMS
(M20-0024-X40)

Attached is the original agreement for **Cumberland Police Department**. Please sign and obtain applicable signatures. After signing, return **ORIGINAL** to my office. After receiving all required signatures on the courts end. We will return an executed copy for your files. The address is:

Robert T. Hogan
Office of the Director of Commissioners
251 Rowe Boulevard, Suite 341
Annapolis, MD 21401
(410) 260-3736
Robert.hogan@mdcourts.gov

In addition, after a fully executed MOU I will supply the information needed to access the forms. If you have any questions, please do not hesitate to contact me.

Thank you.

Cc: Timothy D. Haven, Director of Commissioners

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE ADMINISTRATIVE OFFICE OF THE COURTS
FOR THE DISTRICT COURT OF MARYLAND
AND
THE CUMBERLAND POLICE DEPARTMENT
M20-0024-X40**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 20____, by and between the Administrative Office of the Courts on behalf of the District Court of Maryland (“AOC”) and the Cumberland Police Department, hereby known as the “Parties.”

WHEREAS, the Cumberland Police Department wishes to enhance its ability to prepare its initial filings in criminal matters on forms approved by the District Court of Maryland (“District Court forms”) to reduce the number of filings rejected by the District Court as improper in form; and,

WHEREAS, the AOC has included within the Judiciary website a password-protected site (“Site”) on which the District Court posts the District Court forms; which, when downloaded, transmitted, and/or printed, appear and function as official District Court documents; and,

WHEREAS, to prevent the unauthorized use of the District Court forms, the District Court restricts access to the Site to authorized governmental entities and agencies; and,

WHEREAS, the District Court periodically modifies the forms and posts the updated versions on the Site; and,

WHEREAS, the Cumberland Police Department wishes to obtain a password for the Site so that it may download the most current District Court forms; and,

WHEREAS, the Cumberland Police Department acknowledges the importance of preventing the unauthorized disclosure and use of the District Court forms:

NOW, THEREFORE, in recognition of the interests, circumstances, and purposes recited above, the AOC, and the Cumberland Police Department agree as follows:

ARTICLE I - SCOPE OF WORK

The District Court, AOC, and Cumberland Police Department shall perform as described in, and in strict accordance with, Exhibit A, incorporated as part of this document.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

[Not applicable]

ARTICLE III - TERM

The term of this MOU shall begin upon execution and terminate on June 30, 2022 with up to three (3) extension options of one (1) year each at the sole discretion of the AOC. No access may begin under this MOU until all Parties have signed it and the AOC has instructed the Cumberland Police Department to proceed. The District Court will provide the Cumberland Police Department with access to the Site. Such access is conditioned on compliance by the Cumberland Police Department with the terms of this MOU. The District Court and the AOC may, in its sole discretion and without notice, suspend, modify, or terminate the Site or access to it by the Cumberland Police Department.

ARTICLE IV - MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both Parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

ARTICLE VI - REPRESENTATIVES

The following individuals are designated as representatives for their respective Parties:

For the Judiciary: Department of Procurement, Contract & Grant Administration

Name and Title Kevin J. Kelly, Director

Phone: 410-260-1594 Email: Kevin.Kelly@mdcourts.gov

For Cumberland Police Department:

Name and Title John C. Ternent, Captain (Interim Chief of Police)

Phone: 301-777-1600 Email: chuck.ternent@cumberlandmd.gov

ARTICLE VIII – ENTIRE AGREEMENT

This Memorandum embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of the Cumberland Police Department related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with the Cumberland Police Department. The AOC shall not be responsible for any damage(s) caused by Cumberland Police Department employees, agents, or officials to computer systems or equipment, electronic documents or records, or related items of Cumberland Police Department for the duration of the period of the MOU between the Cumberland Police Department and the AOC.

ARTICLE IX - SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For Cumberland Police Department

Date

John C. Terner
Captain (Interim Police Chief)
20 Bedford Street Cumberland, MD 21502

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

Michael Cohen, Esq.
Agency Counsel
213 Washington Street Cumberland, MD 21502

For District Court of Maryland:

Date

John P. Morrissey
Chief Judge of the District Court of Maryland

For Administrative Office of the Courts:

Date

Kevin J. Kelly
Director
Department of Procurement, Contract & Grant
Administration

Date

Pamela Harris
State Court Administrator

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

Stephane J. Latour
Managing Legal Counsel

Exhibit A

The Cumberland Police Department shall take all necessary steps to limit the ability to transmit, copy or reproduce blank District Court forms to those persons whom the Cumberland Police Department has authorized to access and use those forms. Those necessary steps may include, but shall not be limited to: keeping the password or other access tools (password) secure; disclosing the password to authorized employees only; maintaining a master list of all persons to whom the password has been disseminated; distributing the password only to persons for whom the Cumberland Police Department has obtained a criminal background check; and, imposing conditions of use on all persons afforded access by or through the Cumberland Police Department. Upon request, the MOU Partner shall immediately provide the District Court and AOC the master list of all persons to whom the password has been disseminated. The Cumberland Police Department will immediately inform the District Court of any unauthorized dissemination or use of the password, or of the unauthorized access, reproduction, transmission or use of the District Court forms. The Cumberland Police Department shall communicate and ensure that its personnel do not make changes to the Site in any way.

Beginning July 1, 2020, and at least quarterly thereafter, the Cumberland Police Department shall visit the Site to determine whether any forms that they have downloaded from the Site have been modified, withdrawn, or replaced. The Cumberland Police Department shall immediately replace all obsolete forms maintained by them with the current versions of the District Court forms.

The Cumberland Police Department acknowledges and affirms that access to, and use of, the Site shall be subject to all applicable laws, policies, regulations, rules and/or procedures deemed necessary by the AOC and/or the District Court to effect the intent of the MOU, and/or to maintain the Site in the secure manner determined by AOC or the District Court, at their discretion.

Notices required by this MOU shall be given as follows:

To: Timothy D. Haven
Executive Director, Commissioners
251 Rowe Blvd., Suite 341
Annapolis, MD 21401

To: John P. Morrissey
Chief Judge of the District Court of Maryland
District Court Headquarters
187 Harry S. Truman Parkway
Annapolis, MD 21401

To: Pamela Harris
State Court Administrator
Administrative Office of the Courts
Maryland Judicial Center
187 Harry S. Truman Parkway
Annapolis, MD 21401

To: John C. Ternent
Captain (Interim Police Chief)
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

Item Attachment Documents:

Order 26,625 - authorizing the execution of an Amendment to the approved Phase II SCADA Project amount in an increase not-to-exceed amount of \$6,000 due to undocumented wiring schematics observed during the process of this project. This brings the total project cost to an amount not to exceed \$33,544.

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

ORDER NO. 26,625

DATE: April 7, 2020

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

THAT, the City Administrator be and is hereby authorized to execute a Contract Amendment with System Integration Technologies, Inc., P.O. Box 72, Walkerton, VA, 23177 to increase the approved amount for the "Phase II SCADA System Integration-WWTP Project" in an additional cost not-to-exceed Six Thousand Dollars (\$6,000.00), bringing the total cost of the project to an amount not-to-exceed Thirty-three Thousand, Five Hundred Forty-four Dollars and No Cents (\$33,544.00).

Raymond M. Morriss, Mayor

	Amount
Original Amount	\$27,544.00
Amendment No. 1	\$6,000.00
New Total	\$33,544.00

Source of Funding: 003.299DD.65000

Council Agenda Summary

Meeting Date: April 7, 2020

Agenda Item Number: Order No. 26,625

Key Staff Contact: Rodney Marvin

Item Title:

Amendment to Phase II SCADA System Integration - WWTP

Summary:

Order authorizing the execution of an Amendment to the approved Phase II SCADA Project amount in an increase not-to-exceed \$6,000, due to the undocumented wiring schematics observed during the process of this project. The original Order No. 26,582 was for \$27,544, with the total for this project not to exceed \$33,544

Issues and Considerations:

This project was originally funded for \$50,000, so sufficient funds are available to cover this increase.

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes	
Budget:	003.299DD.65000
Value of award:	\$6,000
If item is not budgeted, does the budget need to be appropriated? N/A	
Is there grant funding being used? No	
If grant funding is being used, does it require a City match? N/A	
Match provisions:	N/A
Is this a sole source purchase? Yes (If so, attach department recommendation and approval from City Administrator.)	



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: M&CC Project Order Amendment

2 messages

Rodney Marvin <rodney.marvin@cumberlandmd.gov>
To: Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Thu, Mar 19, 2020 at 11:59 AM

I'm assuming this will need to be placed on M&CC agenda?

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6641

----- Forwarded message -----

From: **Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>
Date: Thu, Mar 19, 2020 at 9:15 AM
Subject: Re: M&CC Project Order Amendment
To: Rodney Marvin <rodney.marvin@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved

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

On Wed, Mar 18, 2020 at 3:27 PM Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:
Jeff,

I am requesting approval to amend the approved amount for the phase II SCADA project cost at the Water Reclamation Facility. M&CC council approval "see attachment" was provided for the amount of \$27,544..... It's going to cost no more than \$6,000 in additional funding to complete this project. Reasoning for additional cost is due to undocumented and inaccurate wiring drawings/schematics that has been encountered. This increase will not exceed \$33,544 for the entire project. This project was originally funded for \$50,000.... so sufficient funds are available to cover this increase.

Rodney C. Marvin

Item Attachment Documents:

Order 26,626 - authorizing execution of a Parking Lease Agreement with the State of Maryland (for use by DLLR and SDAT) for the use of 47 spaces in the George Street Garage at a cost of \$65/space per month for a three-year term commencing May 1, 2020

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

ORDER NO. 26,626

DATE: April 7, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Parking Lease Agreement by and between the Mayor and City Council of Cumberland and the State of Maryland, to the use of the Department of Labor, Licensing and Regulation (DLLR) and the Department of Assessments and Taxation (SDAT), for the use of forty-seven (47) parking spaces in the George Street Garage at a rate of \$65.00 per space; and

BE IT FURTHER ORDERED, that the term of the agreement shall be for three (3) years commencing May 1, 2020.

Raymond M. Morriss, Mayor

Number of Spaces:

DLLR – 40

SDAT - 7

**PARKING LEASE TERMS SHEET
(FORM DGS-680-3D)
(Revised January 2014)**

This Parking Lease Agreement ("Parking Lease"), is made this _____ day of _____, 2020, between, the Mayor and City Council of Cumberland, hereinafter called "Lessor," and the **State of Maryland, to the use of the Department of Labor, Licensing and Regulation and the Department of Assessments and Taxation**, hereinafter called "Lessee."

LESSOR

LESSEE

Name: Mayor and City Council of Cumberland		Department / Agency: Department of Labor, Licensing and Regulation	
Address: 57 N. Liberty Street Cumberland, MD 21502		Address: 1100 N. Eutaw Street Baltimore, MD 21201	
E-mail:	Lisa.Terrell@cumberlandmd.gov	E-mail:	ejikeo.obineme@maryland.gov
FIN:	52-6000786		
Contact:	Lisa Terrell	Contact:	Ejike L. Obineme
Phone:	301-759-6405	Phone:	410-767-2198
Fax:	none	Fax:	410-333-5175

LESSOR

LESSEE

Name: Mayor and City Council of Cumberland		Department / Agency: Department of Assessments and Taxation, Christina Trotta	
Address: 57 N. Liberty Street Cumberland, MD 21502		Address: 300 W. Preston Street, Room 605 Baltimore, MD 21201	
E-mail:	Lisa.Terrell@cumberlandmd.gov	E-mail:	Christina.trotta@maryland.gov
FIN:	52-6000786		
Contact:	Lisa Terrell	Contact:	Christina Trotta, Director
Phone:	301-759-6405	Phone:	410-767-3075
Fax:	none	Fax:	

1. **Parking Leased Premises and Rent.** Lessor leases unto Lessee for the use of Lessee's personnel, agents, representatives and visitors, Forty-Seven (47) parking spaces, with the right to use in common with all other unreserved parking spaces, together with ways of ingress and egress thereto (hereinafter collectively referred to as the "Parking Leased Premises"), in the

parking lot located at 101 S. George Street, Cumberland, MD 21502 and as more particularly described as follows:

	VIP Reserved Spaces	Reserved Spaces	Use in Common Spaces
Number of Spaces	0	0	40- DLLR 7- DAT
Location of Spaces		0	101 S. George Street
Availability of Spaces	0	0	Monday-Friday 7am-7pm
Rate per Space (monthly)	0	0	\$65.00

2. Term. The term of the Parking Lease is three (3) years (each a "Lease Year"), commencing on May 1, 2020 and ending at the end of the April 30, 2023.

3. Rent. The Rent due from Lessee to Lessor for the Parking Lease Premises as described in Section 1 above shall be for Thirty-Six Thousand Six Hundred Sixty and No/100 Dollars (\$36,660.00) per annum, payable in advanced of equal monthly installments of Three Thousand Fifty-Five and No/100 Dollars (\$3,055.00).

4. This Parking Lease specifically incorporates (a) the Standard State of Maryland Parking Lease General Terms and Conditions revised August 2018, attached hereto and made a part hereof, and (b) Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Parking Lease.

5. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works ("Effective Date"). Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void. This Parking Lease may be executed in multiple duplicative copies and each party may sign this instrument on separate pages so when all executed signature pages are combined with the preceding pages, it shall constitute the entire, fully executed Parking Lease.

IN WITNESS WHEREOF, the parties hereto, for themselves and their successors and assigns, have caused this Parking Lease Agreement to be executed by their duly authorized representatives, the day and year first above written.

(Signatures of Parties on the Pages Below)

ATTEST:

LESSOR:

Mayor and City Council of Cumberland

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

ATTEST:

LESSEE:

**STATE OF MARYLAND, TO THE USE OF THE
Department of labor, Licensing and Regulation**

By: _____ (SEAL)
Tiffany P. Robinson, Secretary

WITNESS:

LESSEE:

**STATE OF MARYLAND, TO THE USE OF THE
Department of Assessments and Taxation**

By: _____ (SEAL)
Christina Trotta, Director

Execution of the above Parking Lease was authorized and approved by the Board of Public Works at a meeting held on _____ as DGS Action Agenda Item ____-L.

Department of General Services
Office of Real Estate

This Parking Lease has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on _____ by John Frederickson, Assistant Attorney General.

Department of General Services
Assistant Attorney General

**STANDARD STATE OF MARYLAND
PARKING LEASE GENERAL TERMS AND CONDITIONS
(FORM DGS-680-3D-1)
(Revised August 2018)**

1. Rent Invoices. Lessee will not automatically pay the rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit(s)") listed in this Parking Lease for the amounts set forth in this Parking Lease.
2. Rent Payments. Except as otherwise provided in this Lease, the Rent shall be payable by check or electronic wire in accordance State payment systems at the office of Lessor during normal business hours and shall be due and payable on the first day of the month.
3. Form and content of Invoices. All invoices shall be made out to Lessee and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works item number and agenda date indicated at the end of this Parking Lease; indicate that the invoice is billing for "Rent"; state Lessor's Federal Employer Identification Number; and additional information as may be specifically required elsewhere in this Parking Lease. [SF 15-102]
4. Payments by the State. Payments to Lessor pursuant to this Parking Lease shall be made no later than 30 days after Lessee's receipt of a proper invoice from Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]
5. Interest on Late Payments. Except for rent or other expenses submitted for payment pursuant to this Parking Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under this Parking Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]
6. Use of Spaces by Lessee. Lessee will allocate the use of the Parking Leased Premises to the Units identified in the Parking Lease Term Sheet.
7. Use of Spaces by Other Units. Use of a parking space included in the Parking Lease by a Unit of the State other than the Units designated in the Parking Lease shall not constitute an assignment or a subletting and may be done at the discretion of Lessee.
8. Assignment by Lessee. Lessee may assign any or all of the parking spaces included in the Parking Leased Premises upon written consent of Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

9. Maintenance of Parking Leased Premises. Lessor shall maintain the Parking Leased Premises in reasonably good condition and provide for snow removal or plowing during the winter months.

10. Availability of Parking Leased Premises. Lessor guarantees that there will be made available for Lessee's use as provided in the Parking Lease, on the days and between the hours specified in the Parking Lease, the parking spaces described in the Parking Lease Term Sheet.

11. Lessor Liability for Damage. Lessor shall not be responsible for the loss of or damage to the vehicles or to articles of personal property left in vehicles using the Parking Leased Premises other than loss or damage caused by the negligence or intentional act or omission of Lessor, its employees or agents.

12. Vehicle Identification. Lessor will issue identification in a form to be agreed to by Lessor and Lessee, which may be in the form of an electronic mechanism, for controlling access to and departure from the Parking Leased Premises. Lessor shall assure that only authorized vehicles assigned by Lessee are parked in the Parking Leased Premises.

13. Payment of Taxes. Lessee exercises its right of not paying local taxes and Lessor (the owner of the property subject to this Parking Lease) agrees to claim this exemption with respect to parking spaces leased to Lessee.

14. Damage to Parking Leased Premises - Casualty. If the Parking Leased Premises or related structures are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Parking Leased Premises with reasonable promptness but in no event later than 60 calendar days after the date of the Casualty to substantially the same condition of the Parking Leased Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Parking Leased Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 calendar days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 60 calendar day period and any extension period, Lessee may terminate this Parking Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty.

15. Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Parking Leased Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Parking Leased Premises that are rendered substantially unfit for use or occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Parking Leased Premises materially unsuitable for use or occupancy by Lessee for the uses contemplated by this Parking Lease, in which event the Rent shall be abated entirely during such period of non-use or non-occupancy.

16. Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Parking Leased Premises or

associated improvements is so damaged by Casualty that either the Parking Leased Premises or (whether or not the Parking Leased Premises are damaged) the associated improvements is rendered substantially unfit for use or occupancy and the Lessor will be unable to restore the Parking Leased Premises or associated improvements within 90 days after such Casualty, then either party may elect to terminate this Parking Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

17. Lessor's Responsibility for Repairs. All repairs to the Parking Leased Premises including repairs to all associated improvements, no matter how caused are to be made and paid for by the Lessor.

18. Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Parking Leased Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written consent for reimbursement and approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

19. Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Parking Leased Premises and associated improvements as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Parking Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

20. Expiration of Parking Lease Term. This Parking Lease shall cease and terminate at the end of the term, or any renewal term, without the necessity of any further notice from either Lessor or Lessee to terminate the same and the continued occupancy of the Parking Leased Premises by Lessee after the expiration of said term shall not operate to renew this Parking Lease for said term or any part thereof or render Lessee liable for double rent. Notwithstanding the foregoing the Lessee reserves the absolute right to extend for a period not to exceed six (6) months. In the event of an extension by the Lessee, the Lessee shall be and remain liable to the Lessor for rent for the Parking Leased Premises for the time the same are actually occupied by the Lessee, said rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extension period; but nothing herein shall confer upon the Lessee any right to remain on the Parking Leased Premises beyond six (6) months after termination, except with the consent of the Lessor.

21. Termination for Default. If the Lessor fails to fulfill its obligation under this Parking Lease properly and on time, or otherwise violates any provision of the Parking Lease, the Lessee may terminate the Parking Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to the Lessor, the Lessor will remain liable after termination and the Lessee can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.11B.

22. Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same. Written notice to cure may be done by electronic mail.

23. Termination for Convenience. This Parking Lease may be terminated by Lessee in accordance with this clause, in whole, or from time to time in part, whenever Lessee shall determine that such termination is in the best interest of Lessee. Lessee will pay all reasonable costs associated with this Parking Lease that Lessor has incurred up to the date of termination and all reasonable costs associated with this Parking Lease termination of the Parking Lease. However, Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.12A(2).

24. Multi-Year Parking Leases Contingent Upon Appropriations – Termination for Nonappropriation. Multi-year Parking Leases are contingent upon appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Parking Lease succeeding the first fiscal period, this Parking Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Lessee's rights or Lessor's rights under any termination clause in this Parking Lease. The effect of termination of the Parking Lease hereunder will be to discharge both Lessor and Lessee from future performance of the Parking Lease, but not from their rights and obligations existing at the time of termination. Lessor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Parking Lease. Lessee shall notify Lessor as soon as it has knowledge that funds may not be available for the continuation of

this Parking Lease for each succeeding fiscal period beyond the first. COMAR 21.07.01.10; SF 13-217 (d), (e)]

25. Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up the Demised Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

26. Suspension of Performance. The Procurement Officer unilaterally may order Lessor in writing to suspend, delay or interrupt all or any part of the performance required by this Parking Lease for such period of time as the Procurement Officer may determine to be appropriate for the convenience of Lessee.

27. Waiver of Rights. The waiver at any time by Lessor or Lessee of any covenant or condition of the Parking Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other covenants, conditions, or rights.

28. Accessibility and Safety. Lessor guarantees that the Parking Leased Premises comply in all respects with:

- A. The Americans with Disabilities Act of 1990 (42 United States Code, §§ 12101 et seq.); and
- B. The Occupational Safety and Health Standards of the State and the United States, including but not limited to standards relating to the presence of friable asbestos and other hazardous materials or chemicals.

29. Time is of the Essence. Time is of the essence and occupancy on the date specified in this Parking Lease is the essence of this Parking Lease to Lessee. If, due to its own fault or negligence, Lessor does not have the Parking Leased Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Parking Leased Premises during the period that the Demised Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

30. Delays. Lessor agrees to prosecute performance of this Parking Lease continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the performance specified in this Parking Lease.

31. Extensions of Time Due to Delays. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Lessor or the subcontractors or suppliers.

32. Non-hiring of State Officials and Employees. No official or employee of the State of Maryland, as defined under State Government Article § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Parking Lease, shall during the pendency and term of this Parking Lease and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this Parking Lease.

33. Maryland Law Prevails. The provisions of this Parking Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

34. Nondiscrimination. Lessor agrees:

- A. Not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
- B. To include a provision similar to that contained in subsection A, above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and
- C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
[COMAR 21.07.01.08; SF 13-219]

35. Preexisting Regulations. In accordance with the provisions of § 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the applicable regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Parking Lease are applicable to this Parking Lease. [COMAR 21.07.01.17; SF 13-218(c); SF 11-206]

36. Compliance with State Recycling Plan. The Lessor understands that the Parking Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 And proper recycling of collected recyclable materials.

37. Retention of Records. Lessor shall retain and maintain all records and documents relating to this Parking Lease for three years after final payment by Lessee hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the Procurement Officer or designee, at all reasonable times. [COMAR 21.07.01.21]

38. Lessor Representations and Warranties. Lessor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Parking Lease.
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Parking Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Parking Lease.

39. Commercial Nondiscrimination.

- A. As a condition of entering into this Agreement, Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessor retaliate against any person for reporting instances of such discrimination. Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. [COMAR 21.07.01.26 (A)]

- B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Lessor under Title 19 of the

State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Lessor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Lessor on each subcontract or supply contract. Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Lessor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

40. Complete Agreement. This Parking Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Parking Lease.

41. Amendment. This Parking Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Parking Lease is signed and executed.

42. Incorporated Affidavits. This Parking Lease contains additional provisions set forth on the following Attachments which are incorporated into and made a part of this Parking Lease:

A. Attachment A – Lessor's executed Contract Affidavit.

43. Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Parking Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises for the use stated herein during the Term and any extension herein of the Parking Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

44. Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Parking Leased Premises are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

45. Subordination. Upon the request of the Lessor, the Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the Land, Building, or Property at the time of the request of which the Parking Leased Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

46. Estoppel Certificates. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing representing, among other matters, that this Parking Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a statement, Lessor is in default in performance of any covenant, agreement or condition contained in this Parking Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Parking Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof which Lessee did not have actual knowledge on the date of execution thereof.

47. Execution and Effectiveness. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void.

48. Conflict. In the event of any conflict between this Standard Parking Lease Form DGS-680-3D and any other document attached hereto, incorporated by reference, or otherwise made part of this Parking Lease, the provisions of this Standard Parking Lease Form DGS-680-3D shall prevail.

[Rest of page intentionally left blank]

Affidavit
(Authorized Representative and Affiant)
(Revised 1/9/19)

A. Authority

I HEREBY AFFIRM THAT:

I, (print name) _____, possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or

conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) § 7201, Attempt to Evade or Defeat Tax;

- (b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) § 7206, Fraud and False Statements, or
- (e) § 7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. § 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. § 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. § 371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why

the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

O. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation - ____ domestic or ____ foreign;
- (2) Limited Liability Company - ____ domestic or ____ foreign;
- (3) Partnership - ____ domestic or ____ foreign;
- (4) Statutory Trust - ____ domestic or ____ foreign;
- (5) ____ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) _____ in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____;

Address: _____

P. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

Q. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

R. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

(printed name of Authorized Representative and affiant)

By: _____

(signature of Authorized Representative and affiant)

Item Attachment Documents:

Order 26,627 - authorizing execution of a Purchase Agreement with Allegany Junction Limited Partnership providing terms for the purchase of City-owned property at 100 Reynolds Street, known as the East Side School site, for the price of \$75,000, to be used for the development of a four-story multifamily building

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

ORDER NO. 26,627

DATE: April 7, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Purchase Agreement by and between the Mayor and City Council of Cumberland and Allegany Junction Limited Partnership providing terms by which Allegany Junction shall purchase City-owned property located at 100 Reynolds Street, known as the East Side School site, for the purchase price of Seventy-Five Thousand Dollars (\$75,000), for the development of a four-story multifamily building.

Raymond M. Morriss, Mayor

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as the date of its acceptance as indicated on the last page hereof, by and between **Mayor and City Council of Cumberland**, whose tax mailing address is 57 N. Liberty Street, Cumberland, MD 21502 (hereinafter referred to as the "**Seller**"), and **Allegany Junction Limited Partnership**, whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as the "**Buyer**").

WHEREAS, the Seller is the owner of certain real estate parcels consisting of 3.07 +/- acres more or less; on Allegany county tax map no. 105, Grid 0011, parcel 7012G; approximately located at 100 Reynolds Street, Cumberland, Maryland 21502; and as generally depicted on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, the Seller desires to sell the Property and the Buyer desires to purchase the it upon and subject to the terms and conditions of this Agreement.

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

1. The Seller shall sell and the Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.
2. Within ten (10) days of the full execution of this Agreement, the Buyer shall pay the Seller an initial earnest money deposit (the "Initial Earnest Deposit") in the amount of Ten Thousand Dollars (\$10,000.00). Said Initial Earnest Deposit and all hereinafter-identified Subsequent Earnest Deposits shall be applicable to the Purchase Price and shall be paid to the Title Company of Buyer's choosing ("Title Company") which it shall hold and disburse subject to the terms of this Agreement.
3. The purchase price for the Property shall be Seventy-Five Thousand Dollars and no/100 (\$75,000.00) (the "**Purchase Price**"). At the Closing contemplated by the terms of this Agreement (the "Closing"), the Buyer shall pay the Purchase Price, less deductions for the Initial Earnest Deposit and any Subsequent Earnest Deposits (as that term is defined hereinafter), to the Seller in cash. At the Closing, the Title Company shall disburse the Initial Earnest Deposit and any Subsequent Earnest Deposits to the Seller.
4. Closing shall occur on or before May 1, 2020.
5. The Buyer may have four (4) options to extend the date of Closing for thirty (30) days in each instance by notifying the Seller in writing in advance of the then-applicable date for Closing and paying additional earnest money deposits, each in the amount of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) the said payment(s)

hereinafter being referred to as the (“**Subsequent Earnest Deposit(s)**”). The Subsequent Earnest Deposit(s) shall be remitted to the Title Company to be held in accordance with the terms of this Agreement. Upon the exercise of the first option to extend, the Initial Earnest Deposit shall become non-refundable.

6. Buyer obtained a title insurance commitment and is satisfied with title, with the exception of (1) the roads and alleys that need to be closed as depicted in Exhibit B and described in contingency 7(f), and (2) Seller providing an updated legal description that is approved by the City of Cumberland and Allegany County. Seller and Buyer agree that Buyer’s obligation to purchase the Property is contingent on Seller curing both issues.
7. The Buyer’s obligation to purchase the Property shall be subject to and contingent upon the satisfaction of the following provisions, said satisfaction to be determined in the reasonable discretion of the Buyer. All costs and expenses relative to the satisfaction of these contingencies shall be borne solely and exclusively by the Buyer.
 - a. The Buyer obtaining all governmental approvals necessary or desirable for the construction of a four-story multifamily building, the housing units, and all related amenities on the Property.
 - b. The Buyer obtaining approval from Maryland Department of Housing and Community Development (“**DHCD**”) that the development built on the Property will be in accordance with the 2016 Maryland Qualified Allocation Plan and 2016 Multifamily Rental Financing Program Guide.
 - c. The Buyer obtaining from DHCD a re-allocation of 2019 (or later year) housing tax credits.
 - d. The Buyer obtaining a variance from the City of Cumberland to eliminate parking screening.
 - e. The Buyer obtaining a variance from the City of Cumberland for a rear set-back from 35 feet to 25 feet.
 - f. Buyer shall obtain the necessary street and or alley closings that are highlighted on Exhibit B. Seller shall submit the necessary public right-of-way documentation and follow the proper procedures. Seller agrees that the desired outcome of the Seller and Buyer is vital to the purchase of the Property. Seller shall assist Buyer to ensure proper submission and procedures are followed.
 - g. The Buyer obtaining approval to tap a water line in a different location. Buyer shall be responsible for the payment of all costs associated with water taps in excess of one (1) inch, including, without limitation, the cost of materials and the labor of City employees, if applicable. Buyer shall pay all invoices and reimbursements requests of the City upon presentation of the same. The terms

of this paragraph shall survive Closing.

- h. The Buyer obtaining approval to use existing sewer taps from the current manhole and replace the service line with PVC at Buyer's sole expense. If Buyer cannot use the existing sewer tap, Buyer shall be responsible for all costs associated with creating another sewer tap except if the current tap is unusable because of damage not incurred by Buyer. If this exception applies, Seller is responsible to pay all associated costs to create a new tap. The terms of this paragraph shall survive Closing.

- i. The Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
 - j. The Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government authority/authorities.
 - k. The Buyer obtaining approval to cap permitting costs at Ten Thousand Dollars and no/100 (\$10,000.00).
 - l. The Buyer determining that development of Property for the Buyer's intended use is economically feasible; provided, however, that if the Buyer determines that it is not economically feasible to develop the Property, provide the City a written explanation as to why that is the case. In order to utilize this contingency as a means to exit this Agreement, it must have good cause to believe the development of the Property is not economically feasible.
 - m. The Buyer obtaining Payment in Lieu of Taxes (PILOT) Agreements from the Seller and the Board of County Commissioners of Allegany County, Maryland.
 - n. Seller providing Buyer a new legal description of the Property for title purposes that is approved by the City of Cumberland and Allegany County.
- 8.** If the contingencies in paragraph 7 above are not satisfied or waived by the Buyer, then the Buyer, shall have sole and absolute right to terminate this Agreement by written notice to the Seller. Subject to Section 7 hereinbefore, in the event this Agreement is terminated due to a contingency noted above, the Initial Deposit and any Subsequent Earnest Deposits paid shall be refunded to the Buyer.
- 9.** It is understood and agreed that during the contract period for the Property, Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer all at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages or causes of action which might occur as a result of Buyer's activities on the Property and Buyer shall restore the Property to the condition existing before said test or investigations were conducted.
- 10.** Seller agrees that when the portion of East State Street that is within the Property is closed, the City of Cumberland will convey that portion of the Street to Buyer.
- 11.** Notices under this Agreement may be given by fax, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered. This notice must be given to the parties to their respective representatives as follow:

To the Seller:

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

With a copy to:

Michael Scott Cohen, Esq.
213 Washington Street
Cumberland, MD 21502
michaelcohen@atlanticbbn.net
(301) 724-5205

To the Buyer

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

12. Any commission owed to any real estate broker or agent as a result of this transaction shall be paid for by the Seller. The Seller agrees to pay such commissions to the selling agency and agrees to hold the Buyer harmless, indemnify it and defend it from and against such claims for such commission.
13. At Closing, the Seller shall deliver a special warranty deed in recordable form which effects the conveyance of the Property to the Buyer. There shall be no encumbrances upon or conveyances from the Property other than those which should be disclosed by a properly conducted search of the title to the Property. The Buyer may purchase an owner's title insurance policy in the full amount of the Purchase Price and the Buyer shall bear the costs thereof at its sole expense. The Buyer shall pay the real estate taxes due from the date of Closing through the end of the current tax year and it will assume sole responsibility for their payment thereafter. The Closing shall be conducted in the City of Cumberland, Maryland and it shall be conducted by a title agency of the Buyer's choosing.
14. At Closing, the Seller shall grant to the Buyer any easements needed for access and/or utility service to the Property which the Seller has authority to grant, provided the Buyer has given prior approval for such easements. The Buyer shall pay all third-party costs of surveying, document preparation, legal description preparation, recording fees,

etc. in connection with the drafting and recordation of any agreements for such easements. Any necessary easements will be placed in locations determined by the Buyer's engineer subject to the Seller's consent, with such consent not being unreasonably withheld or delayed.

15. The offer set forth herein shall be deemed to be accepted by the Seller upon the Mayor and City Council of Cumberland's passage of an order approving the execution of this Agreement and the Buyer's execution of the same. If the signed and executed document is not presented to the Seller's City Administrator by January 24, 2020 at 4:00 p.m., the offer set forth herein shall be deemed to be withdrawn and the Buyer's acceptance of the same shall be ineffective.

16. **Miscellaneous Provisions.**

- 15.1. **Documentary Stamps, Recordation, Transfer Taxes.** Buyer and Seller shall each pay half of the transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by the Buyer.
- 15.2. **Assignability.** This Agreement may be assigned to an affiliate of the Buyer without prior notice to or consent of the Seller. Otherwise, it may not be withheld without except upon the written consent of the Seller, which consent may be withheld for any reason or no reason at all.
- 15.3. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.
- 15.4. **Entire Agreement.** This Agreement and any exhibits thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.
- 15.4. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.
- 15.5. **Breach of Contract and Default.** The Buyer and the Seller are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach on the part of the Seller, the Buyer's sole remedies shall be specific enforcement of the terms of this Agreement or the return of the Initial Earnest Deposit and any Subsequent Earnest Deposits paid. In the event of a breach by the Seller, the Buyer's sole remedies shall be specific enforcement of the

terms of this Agreement or the Seller's forfeiture of the Initial Earnest Deposit and any Subsequent Earnest Deposits paid. If either party defaults, the party committing the default shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default.

156. **Binding Effect.** This Agreement shall be binding upon the parties hereto and each of their respective parent entities, successors and assigns.
157. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.
158. **Jury Trial Waiver.** The parties hereto waive trial by jury in any action or proceeding to which any of them may be parties arising out of or in any way pertaining to this Agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this contract.
159. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 15.10. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Contract. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

[The remainder of this page is intentionally left blank.]

Purchase Agreement
Mayor and City Council of Cumberland
Allegany Junction Ltd. Partnership

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

WITNESS:

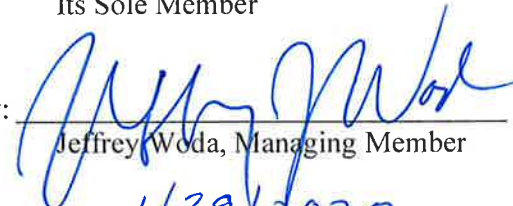
**ALLEGANY JUNCTION LIMITED
PARTNERSHIP**

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

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member



By: 
Jeffrey Woda, Managing Member
1/29/2020

Date

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date

Exhibit A

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

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

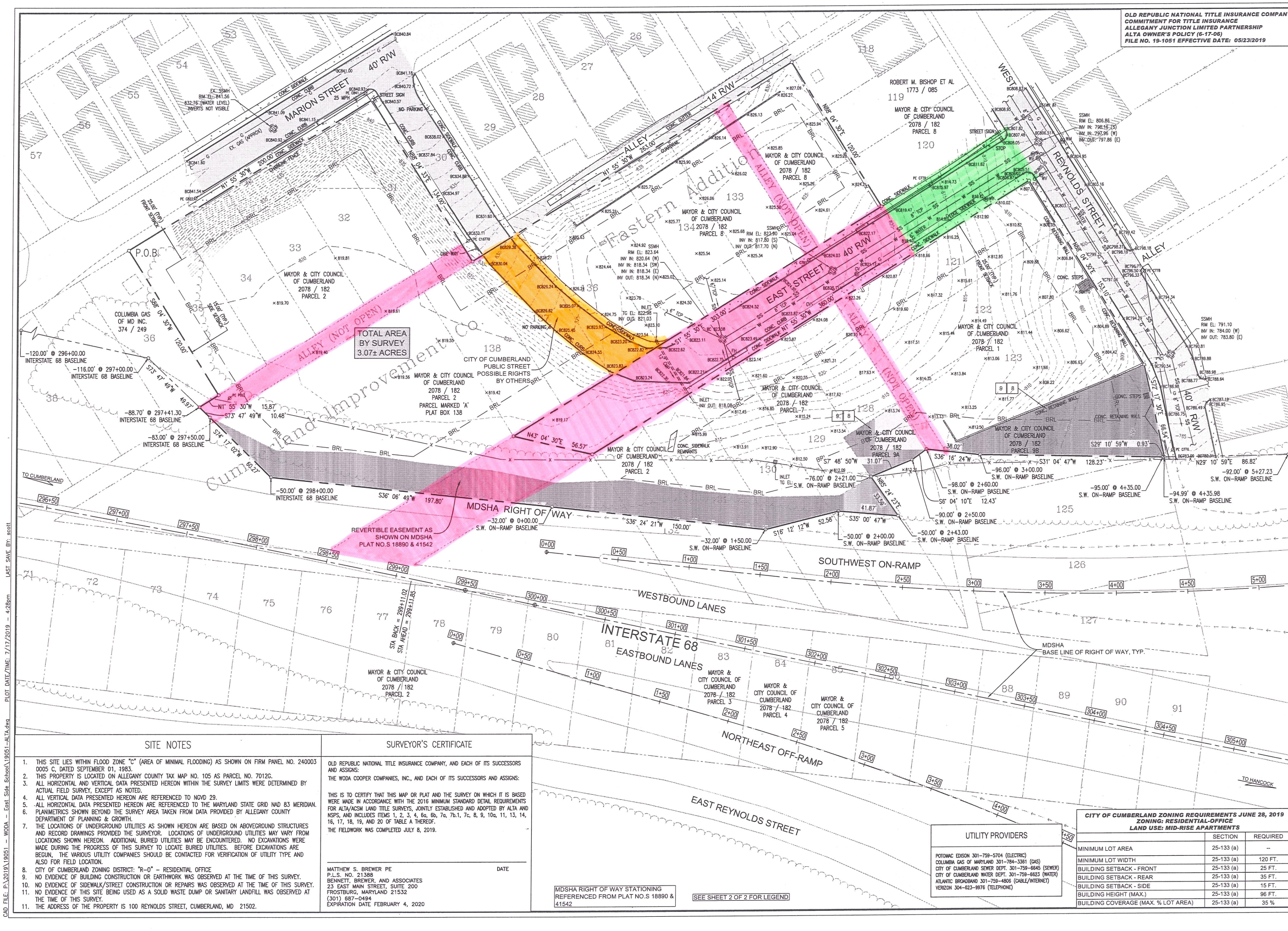
1. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO A POINT, THENCE;
2. NORTH 88 DEGREES 04 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 134.00 FEET TO A POINT, THENCE;
3. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 263.00 FEET TO A POINT, THENCE;
4. NORTH 88 DEGREES 04 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 120.00 FEET TO A POINT, THENCE;
5. SOUTH 01 DEGREES 55 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 303.00 FEET TO A POINT, THENCE;
6. NORTH 43 DEGREES 04 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 56.57 FEET TO A POINT, THENCE;
7. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 360.00 FEET TO A POINT, THENCE;
8. NORTH 88 DEGREES 04 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 153.10 FEET TO A POINT, THENCE;
9. SOUTH 72 DEGREES 17 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 66.54 FEET TO A POINT, THENCE;
10. SOUTH 29 DEGREES 10 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 0.93 FEET TO A POINT, THENCE;
11. SOUTH 31 DEGREES 04 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 128.23 FEET TO A POINT, THENCE;
12. SOUTH 36 DEGREES 16 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 38.02 FEET TO A POINT, THENCE;
13. SOUTH 06 DEGREES 04 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 12.43 FEET TO A POINT, THENCE;
14. SOUTH 07 DEGREES 48 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 31.07 FEET TO A POINT, THENCE;
15. NORTH 85 DEGREES 24 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 33.59 FEET TO A POINT, THENCE;

16. SOUTH 35 DEGREES 00 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 41.87 FEET TO A POINT, THENCE;
17. SOUTH 16 DEGREES 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 52.58 FEET TO A POINT, THENCE;
18. SOUTH 36 DEGREES 24 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 150.00 FEET TO A POINT, THENCE;
19. SOUTH 36 DEGREES 06 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 197.80 FEET TO A POINT, THENCE;
20. SOUTH 74 DEGREES 17 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 60.27 FEET TO A POINT, THENCE;
21. SOUTH 73 DEGREES 47 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 10.48 FEET TO A POINT, THENCE;
22. NORTH 01 DEGREES 55 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 15.87 FEET TO A POINT, THENCE;
23. SOUTH 88 DEGREES 04 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, HAVING A AREA OF 133659.66 SQUARE FEET, 3.07 ACRES, MORE OR LESS.

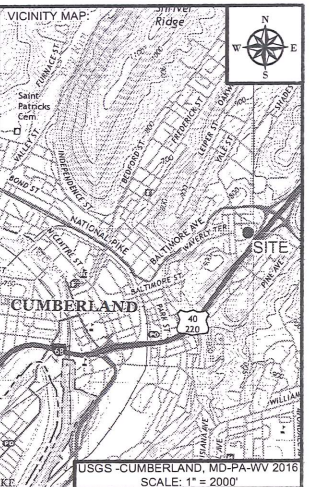
IT BEING THE SAME PROPERTY THAT WAS CONVEYED UNTO THE POTOMAC ECONOMIC DEVELOPMENT & HOUSING CORPORATION BY A DEED FROM TERRY CLARK DATED MARCH 16, 2006 AND RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN LIBER 1250, FOLIO 359.

Purchase Agreement
Mayor and City Council of Cumberland
Allegany Junction Ltd. Partnership

Exhibit B



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
ALLEGANY JUNCTION LIMITED PARTNERSHIP
ALTA OWNER'S POLICY (6-17-05)
FILE NO. 19-1051 EFFECTIVE DATE: 05/23/2019

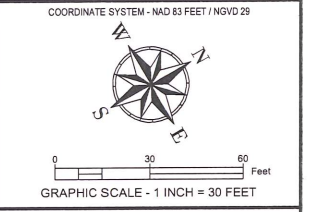


PROJECT:
THE WODA GROUP, INC
ALTA / NSPS SURVEY

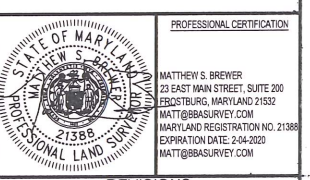
TITLE COMMITMENT NO.
19-1051
EFFECTIVE: MAY 23, 2019

CLIENT:
WODA COOPER COMPANIES

WODA COOPER COMPANIES, INC.
500 S. FRONT STREET, 10TH FLOOR
COLUMBUS, OHIO 43215



bba
Surveyors | Engineers | Planners
Bennett Brewer & Associates, LLC
23 East Main Street, Suite 200
Frostburg, Maryland 21532
Phone (301)-687-0494 Fax (301)-687-0495
www.bbasurvey.com



REVISIONS			DESCRIPTION
NO.	BY	DATE	

DRAWN: SM/AB DATE: 7/16/2019
CHECKED: MSB SCALE: 1" = 30'
APPROVED: MSB CRD FILE: 19051

BBA#2019051
SHEET TITLE:

ALTA / NSPS SURVEY

DRAFT: 7/16/2019
SHEET #:
1 of 2

SITE NOTES

- THIS SITE LIES WITHIN FLOOD ZONE "C" (AREA OF MINIMAL FLOODING) AS SHOWN ON FIRM PANEL NO. 240003 0005 C, DATED SEPTEMBER 01, 1983.
- THIS PROPERTY IS LOCATED ON ALLEGANY COUNTY TAX MAP NO. 105 AS PARCEL NO. 70126.
- ALL HORIZONTAL AND VERTICAL DATA PRESENTED HEREON WITHIN THE SURVEY LIMITS WERE DETERMINED BY ACTUAL FIELD SURVEY, EXCEPT AS NOTED.
- ALL VERTICAL DATA PRESENTED HEREON ARE REFERENCED TO NGVD 29.
- ALL HORIZONTAL DATA PRESENTED HEREON ARE REFERENCED TO THE MARYLAND STATE GRID NAD 83 MERIDIAN.
- PLANIMETRICS SHOWN BEYOND THE SURVEY AREA TAKEN FROM DATA PROVIDED BY ALLEGANY COUNTY DEPARTMENT OF PLANNING & GROWTH.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, THE VARIOUS UTILITY COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND ALSO FOR FIELD LOCATION.
- CITY OF CUMBERLAND ZONING DISTRICT: "R-O" - RESIDENTIAL OFFICE
- NO EVIDENCE OF BUILDING CONSTRUCTION OR EARTHWORK WAS OBSERVED AT THE TIME OF THIS SURVEY.
- NO EVIDENCE OF SIDEWALK/STREET CONSTRUCTION OR REPAIRS WAS OBSERVED AT THE TIME OF THIS SURVEY.
- NO EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP OR SANITARY LANDFILL WAS OBSERVED AT THE TIME OF THIS SURVEY.
- THE ADDRESS OF THE PROPERTY IS 100 REYNOLDS STREET, CUMBERLAND, MD 21502.

SURVEYOR'S CERTIFICATE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND EACH OF ITS SUCCESSORS AND ASSIGNS:
THE WODA COOPER COMPANIES, INC., AND EACH OF ITS SUCCESSORS AND ASSIGNS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6b, 7a, 7b, 1, 7c, 8, 9, 10a, 11, 13, 14, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED JULY 8, 2019.

MATTHEW S. BREWER PE
P.L.S. NO. 21388
BENNETT, BREWER, AND ASSOCIATES
23 EAST MAIN STREET, SUITE 200
FROSTBURG, MARYLAND 21532
(301) 687-0494
EXPIRATION DATE FEBRUARY 4, 2020

DATE

MDSHA RIGHT OF WAY STATIONING
REFERENCED FROM PLAT NO. S 18890 &
41542

SEE SHEET 2 OF 2 FOR LEGEND

UTILITY PROVIDERS

POTOMAC EDISON 301-759-5704 (ELECTRIC)
COLUMBIA GAS OF MARYLAND 301-784-3361 (GAS)
CITY OF CUMBERLAND SEWER DEPT. 301-759-6645 (SEWER)
CITY OF CUMBERLAND WATER DEPT. 301-759-6623 (WATER)
ATLANTIC BROADBAND 301-759-8806 (CABLE/INTERNET)
VERIZON 304-623-9976 (TELEPHONE)

**CITY OF CUMBERLAND ZONING REQUIREMENTS JUNE 28, 2019
ZONING: RESIDENTIAL-OFFICE
LAND USE: MID-RISE APARTMENTS**

	SECTION	REQUIRED
MINIMUM LOT AREA	25-133 (a)	—
MINIMUM LOT WIDTH	25-133 (a)	120 FT.
BUILDING SETBACK - FRONT	25-133 (a)	25 FT.
BUILDING SETBACK - REAR	25-133 (a)	35 FT.
BUILDING SETBACK - SIDE	25-133 (a)	15 FT.
BUILDING HEIGHT (MAX.)	25-133 (a)	96 FT.
BUILDING COVERAGE (MAX. % LOT AREA)	25-133 (a)	35 %

Purchase Agreement
Mayor and City Council of Cumberland
Allegany Junction Ltd. Partnership

Exhibit B

Item Attachment Documents:

Order 26,628 - declaring certain equipment to be surplus and authorizing it for disposal at e-cycling

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

ORDER NO. 26,628

DATE: April 7, 2020

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

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

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized for disposal at recycling:

Ten (10) computers

Three (3) phones

Five (5) keyboards

Four (4) printers

One (1) monitor

Eight (8) TV's

Four (4) IBM server components

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order 26,629 - accepting the bid of Excavating Associates for the Maryland Avenue Demolition Project (CD2020-01) for the unit price cost of \$111,000 and rejecting all other bids. Funding for this project will be supplemented by Allegany County Enhancement Funds.

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

ORDER NO. 26,629

DATE: April 7, 2020

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

THAT, the bid of Excavating Associates, Inc., P.O. Box 434, Ellerslie, MD 21529, for the Maryland Avenue Demolition Project (City Project No. CD2020-01) be and is hereby accepted in the unit price cost of One Hundred Eleven Thousand Dollars (\$111,000.00); and

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

Raymond M. Morriss, Mayor

Bids Received:

Company	Unit Price Cost
Kiddy's Contracting	\$ 133,500
Excavating Associates	\$ 111,000
Miller Trucking	\$ 140,000

Supplemental Funding:

Allegany County Enhancement Funding



Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: MD Ave Demolitions Bid Results

1 message

Kevin Thacker <kevin.thacker@cumberlandmd.gov>

Thu, Mar 12, 2020 at 1:27 PM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Kathy McKenney <kathy.mckenney@cumberlandmd.gov>

Margie,

After reviewing the RFP for the scope of work and price I recommend that we award the contract to Excavating Associates. They submitting the bid packet with the affidavit and the bid bond. All paperwork appears to be in order.

On Thu, Mar 12, 2020 at 10:25 AM Margie Woodring <margie.woodring@cumberlandmd.gov> wrote:

Attached are the results from yesterday's bid opening for the Maryland Avenue Demolitions.

M.

Margie Woodring

City Clerk / Assistant City Administrator

CITY OF CUMBERLAND

57 N. Liberty Street

Cumberland, MD 21502

Phone: 301-759-6447

Email: margie.woodring@cumberlandmd.gov

--

Kevin Thacker

Code Compliance Manager

City of Cumberland-Community Development

301-759-6659

City of Cumberland

Bid Opening: March 11, 2020 2:30 p.m., Cumberland City Hall Council Chambers

Maryland Avenue Demolition Project

City Project No. CD2020-01

[illegible]

Item Attachment Documents:

Order 26,630 - authorizing execution of a letter to the MD Historic Trust consenting to undertaking the rehabilitation of 19 Frederick Street for the purpose of completing exterior stabilization improvements to the structure, and stating the City's willingness to donate a preservation easement to the MD Historic Trust should Capital Grant program funds be awarded to the project

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

ORDER NO. 26,630

DATE: April 7, 2020

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

THAT, the Mayor be and is hereby authorized to execute the attached* letter to the Maryland Historic Trust consenting to undertaking the rehabilitation of 19 Frederick Street for the purpose of completing exterior stabilization improvements to the structure, and stating the City's willingness to donate a preservation easement to the MD Historic Trust should Capital Grant program funds be awarded to the project.

Raymond M. Morriss, Mayor

**Attachment*



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

March 11, 2020

Barbara Fisher
Capital Grant Administrator
Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville MD 21032

Re: 19 Frederick Street Capital Grant Application

Dear Ms. Fisher:

Please accept this letter as confirmation that the Mayor and City Council of Cumberland consent to the undertaking of rehabilitating the historic Public Safety Building, located at 19 Frederick Street, for the purpose of completing exterior stabilization improvements to the structure.

MAYOR

RAYMOND M. MORRISS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY D. RHODES

CITY CLERK/ASST.

CITY ADM.

MARJORIE A. WOODRING

CODE COMPLIANCE

MANAGER

KEVIN R. THACKER

COMM. DEV. PROGRAMS

MANAGER

KATHY MCKENNEY

As the owner of the property located at 19 Frederick Street, Cumberland, MD 21502 for which a state grant is being sought, we confirm our willingness to support the project and convey to the Maryland Historical Trust or other eligible entity a preservation easement or easement modification on the property or enter into a preservation/maintenance agreement. We understand that our confirmation is a requirement of the grant application and that the preservation easement or preservation/maintenance agreement imposes a financial obligation upon the property owner and a legal encumbrance/lien upon the easement property.

We hereby confirm that there are no less-than-fee simple interests (mortgages, leases, mineral rights, reversionary interests, etc.) in the property.

We hope that you will favorably considering awarding Capital Grant funds to this project.

Sincerely,

Raymond Morris
Mayor



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6456 • FAX (301)759-6432 • TDD (800)735-2258

Item Attachment Documents:

Order 26,631 - approving the recommendation of the Historic Preservation Commission to provide local historic site designation for the George Trog House, located at 230 Baltimore Avenue

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

ORDER NO. 26,631

DATE: April 7, 2020

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

THAT, the March 11, 2020, recommendation of the Historic Preservation Commission to authorize local historic site designation for the George Troug House, located at 230 Baltimore Avenue, be and is hereby approved.

Raymond M. Morriss, Mayor



Kathy McKenney <kathy.mckenney@cumberlandmd.gov>

George Truog House

1 message

Joni Zimmerman <jezmanto@gmail.com>

Sun, Jan 19, 2020 at 2:16 PM

To: kathy.mckenney@cumberlandmd.gov

Dear Kathy,

I received a letter from you last month about the location historic designation for my home. I am all in favor of it! I love this building and all the history. It is still my dream that something wonderful happen with the house and some day I may write a brochure on it....I just haven't had the time to dedicate myself to it the past few years...

Should I ever sell it, I think the local designation will help preserve it from being stripped of valuable historic elements from George...

Let me know if there is anything you need from me. Future communication is best sent to this email or the following address:

PO Box 54

Newcomb MD 21653.

I now live on the Eastern Shore of MD rather than Annapolis...plus my visits to Cumberland which are weather dependent during the winter, and schedule dependent....

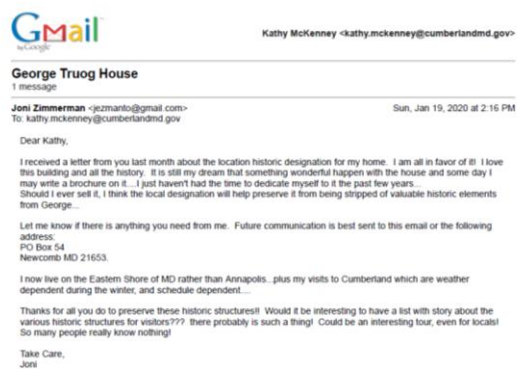
Thanks for all you do to preserve these historic structures!! Would it be interesting to have a list with story about the various historic structures for visitors??? there probably is such a thing! Could be an interesting tour, even for locals! So many people really know nothing!

Take Care,
Joni



**Memo
From
Kathy McKenney, Community Development Programs Manager**

On December 6, 2019, at the request of the Historic Preservation Commission, I sent a letter to each owner of record of a structure that is individually listed on the National Register of Historic Places. The letter asked the owner(s) whether they would be interested in obtaining a local historic designation for their property that was in addition to the individual National Register listing. The owner of 230 Baltimore Avenue, Joni Zimmerman, responded by email on January 19, 2020 that she supported this designation to take place. A screenshot of her email is listed here:



On March 11, 2020, the Cumberland Historic Preservation Commission voted to recommend to the Mayor and City Council that 230 Baltimore Avenue, known as the George Truog House, receive a local historic structure designation.

Thank you for your consideration of this request and please let me know if I can provide additional information.

United States Department of the Interior
National Park Service

For NPS use only

National Register of Historic Places
Inventory—Nomination Form

received

date entered

See instructions in *How to Complete National Register Forms*

Type all entries—complete applicable sections

1. Name

historic Truog, George, House

and or common Leasure-Stein Funeral Home

2. Location

street & number 230 Baltimore Avenue N/A not for publication

city, town Cumberland N/A vicinity of Sixth Congressional District

state Maryland code 24 county Allegany code 001

3. Classification

Category	Ownership	Status	Present Use
<input type="checkbox"/> district	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agriculture
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	<input type="checkbox"/> unoccupied	<input checked="" type="checkbox"/> commercial
<input type="checkbox"/> structure	<input type="checkbox"/> both	<input type="checkbox"/> work in progress	<input type="checkbox"/> educational
<input type="checkbox"/> site	Public Acquisition	Accessible	<input type="checkbox"/> entertainment
<input type="checkbox"/> object	<input type="checkbox"/> in process	<input type="checkbox"/> yes: restricted	<input type="checkbox"/> government
	<input type="checkbox"/> being considered	<input checked="" type="checkbox"/> yes: unrestricted	<input type="checkbox"/> industrial
	<input checked="" type="checkbox"/> not applicable	<input type="checkbox"/> no	<input type="checkbox"/> military
			<input type="checkbox"/> museum
			<input type="checkbox"/> park
			<input type="checkbox"/> private residence
			<input type="checkbox"/> religious
			<input type="checkbox"/> scientific
			<input type="checkbox"/> transportation
			<input type="checkbox"/> other:

4. Owner of Property

name Leasure-Stein Funeral Home, Inc.

street & number 230 Baltimore Avenue

city, town Cumberland N/A vicinity of state Maryland 21502

5. Location of Legal Description

courthouse, registry of deeds, etc. Allegany County Courthouse

street & number 30 Washington Street

city, town Cumberland state Maryland 21502

6. Representation in Existing Surveystitle Maryland Historical Trust
Historic Sites Inventoryhas this property been determined eligible? ☐ yes ☒ nodate 1975-1976 ☐ federal ☒ state ☐ county ☐ local

depository for survey records Maryland Historical Trust, 21 State Circle

city, town Annapolis state Maryland 21401

7. Description

AL-IV-A-004

Condition

☒ excellent
☐ good
☐ fair

☐ deteriorated
☐ ruins
☐ unexposed

Check one

☐ unaltered
☒ altered

Check one

☒ original site
☐ moved

date N/A**Describe the present and original (if known) physical appearance**

Number of Resources

Contributing

10001

Noncontributing

0 buildings0 sites0 structures0 objects0 TotalNumber of previously listed National Register properties included in this nomination: 0Original and historic functions and uses: residential**DESCRIPTION SUMMARY:**

The George Truog House at 230 Baltimore Avenue in Cumberland, Allegany County, Maryland, stands on the north side of the street in the block between Henderson Avenue and Decatur Street. The house is a circa 1903 brick structure, two and a half stories high with a recessed entrance with stone lancet arches, polygonal corner bay windows on the second floor, a lancet arch window on the third level, and roof cresting. The large windows have a variety of stained glass and tracery patterns. The interior is highly ornate, mosaic and Delft tile fireplace surrounds, paneled wainscoting, molded ceiling ornament, and mural paintings.

United States Department of the Interior
National Park Service

AL-IV-A-004

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received

date entered

National Register of Historic Places Inventory—Nomination Form

Continuation sheet Truog, George, House Allegany County, Maryland Item number 7 Page 1

GENERAL DESCRIPTION:

A recessed porch spans the full width of the south facade, behind an arcade of three Gothic arches constructed of rusticated stone with sculptural keystones. The central arch rests on paired columns; a flight of stone steps rises through this arch. The building is set back slightly from the sidewalk; a stone curb defines the line, with a decorative iron fence.

Within the recessed porch, the entrance is offset to the east, and consists of a wide door with a large oval plate-glass panel surmounted by a pointed-arch transom of beveled and engraved glass. A three-part 1/1 window flanks the entrance on the west, and a single 1/1 window lies to the north; lintels and sills are stone. The recessed wall, like the rest of the south facade above the first-story stone arcade, is constructed of yellow brick laid in common bond with fine joints of dark-colored mortar.

The second story features octagonal oriels projecting from each corner. These oriels have steeply pitched tent roofs, clad in tile, with lightning-rod finials and flaring eaves. Each facet holds a large plate-glass casement window surmounted by an elaborate transom of stained and beveled leaded glass; the area below each window is filled with a panel enriched with swags and festoons. The oriels are supported by curved brackets.

Between the oriels, a pair of plate-glass doors open onto a balcony. Each of these doors has an elaborate five-part enframing of colored, leaded glass; the east composition represents a grapevine, and the west one features a Prairie School geometric design. The two-door openings are linked by a continuous rusticated stone lintel. The balcony rests on curved brackets and has a balustrade.

In the half-story, a two-part lancet-arched window with Gothic tracery is centered in the gable peak, within a stone-arched opening. The stone arch springs from a molded brick belt course; below this belt course, on either side of the central window, a square tile with a floral motif is set within a slight recess. The slightly-projecting eave is finished with a molding, and the gable peak is capped by a finial.

The east elevation is six irregular bays wide. On the first floor, the southernmost bay is defined by a large 1/1 window with a stained-glass transom depicting four cherubs playing musical instruments. North of this window is an exterior paneled chimney with a tall corbeled stack. The next bay holds a basement entrance, with a round-arched, etched-glass casement window above it, lighting the stair landing between the first and second stories. A three-sided projecting bay occupies the third bay from the south; its central facet features a grapevine motif in colored and leaded glass. The remaining bays are defined by 1/1 sash.

United States Department of the Interior
National Park Service

AL-IV-A-004

**National Register of Historic Places
Inventory—Nomination Form**

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Continuation sheet Truog, George, House Item number 7 Page 2
Allegany County, Maryland

GENERAL DESCRIPTION (continued)

Second-story windows are all 1/1 sash. A double 1/1 window lights the stair at the landing between the second and third floors; it is glazed with flashed glass, with etched scenes in the upper sash.

The roof is clad in patterned slate; scroll-sawn brackets support the deep overhanging eaves. A hipped dormer is located south of the exterior chimney; another corbeled chimney rises from the interior, just north of the gable which caps the projecting bay. All ridges have iron cresting.

The interior plan is irregular. Despite minor alterations to suit the current function of the building as a funeral parlor, the majority of the original decorative detailing remains intact.

The main entrance opens into a large foyer, focusing on the broad triple-run closed-well stair. Squat columns form the newels at the bottom of the stair; three twisted balusters per tread support the handrail; the newels at the landing between stories are square in section and paneled. Paneled wainscoting encircles the room, and similar paneling continues up the stair. The ceiling is enriched with molded beams radiating from an open octagon in the center; four small electric lights with cut-glass pendants are spaced around the octagon, and a large fluted globe is suspended from the center. The foyer is heated by a fireplace with an outstanding polychrome mosaic surround and hearth depicting juxtaposed Swiss and American shields flanked by foliated designs. The composition is framed by an elaborate mantel constructed entirely of gray veined and cream white marble; pilasters flank the opening, below a molded shelf supported by four consoles, and four columns rise from the shelf to support a frieze and cornice above a paneled overmantel. A large sash window to the right of the mantel has a painted-glass transom depicting four cherubs playing musical instruments on a flowering branch, framed by a row of colored glass beads.

Beyond the foyer is a large sitting room, lighted by a bay window featuring a grapevine motif. The ceiling has heavy molded beams framing a central mural depicting birds in flight, and has original light fixtures similar to those in the foyer. A light frame partition was inserted in 1937 to create a small lounge at the north end of this room; its insertion did not disturb the original fabric. The walls of this room are trimmed with paneled wainscoting identical to that in the foyer.

A single large room accounts for more than a third of the first-floor area; spanning the north end of the house, this room originally functioned as a ballroom, and is now used as a funeral chapel. It features tripartite lancet-arch stained-glass windows in its north and west walls; otherwise the room is finished plainly. A dropped ceiling has been installed here.

AL-IV-A-004

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

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Continuation sheet Truop, George, House Allegany County Maryland Item number 7 Page 3

GENERAL DESCRIPTION (continued)

The eastern front room on the second floor features a recessed fireplace with a tiled surround which incorporates a pastoral scene in Delft tile. Above the mantel shelf is a cabinet with leaded-glass doors in a geometric design reflecting early Prairie School influence; similar glasswork frames the door opening onto the balcony from this room. The floor features elaborate parquetry, with eight-pointed stars and diamonds the principal motifs. Ceiling detailing, light fixtures, and paneling are similar to those in the foyer.

In the west front room on the second story, the balcony door is framed with a transom and sidelights with an intricate grapevine design worked in colored glass. The oriels in both front rooms have transoms comprising a variety of stained and beveled glasswork in geometric, curvilinear, and representational designs.

Other noteworthy features on the upper floors include a marble mantel in the room above the sitting room, and a pair of etched-glass windows lighting the third-story landing depicting "The Apple of Discord" (a monkey and a child on a branch, the child tasting the apple), and "Susannah at the Bath" (child bathing in a wooden tub). Architrave trim is broad and fairly plain throughout the house, typical of the period.

8. Significance

AL-IV-A-004

Period	Areas of Significance—Check and justify below			
<input type="checkbox"/> prehistoric	<input type="checkbox"/> archeology-prehistoric	<input type="checkbox"/> community planning	<input type="checkbox"/> landscape architecture	<input type="checkbox"/> religion
<input type="checkbox"/> 1400–1499	<input type="checkbox"/> archeology-historic	<input type="checkbox"/> conservation	<input type="checkbox"/> law	<input type="checkbox"/> science
<input type="checkbox"/> 1500–1599	<input type="checkbox"/> agriculture	<input type="checkbox"/> economics	<input type="checkbox"/> literature	<input type="checkbox"/> sculpture
<input type="checkbox"/> 1600–1699	<input checked="" type="checkbox"/> architecture	<input type="checkbox"/> education	<input type="checkbox"/> military	<input type="checkbox"/> social
<input type="checkbox"/> 1700–1799	<input checked="" type="checkbox"/> art	<input type="checkbox"/> engineering	<input type="checkbox"/> music	<input type="checkbox"/> humanitarian
<input type="checkbox"/> 1800–1899	<input type="checkbox"/> commerce	<input type="checkbox"/> exploration/settlement	<input type="checkbox"/> philosophy	<input type="checkbox"/> theater
<input checked="" type="checkbox"/> 1900–	<input type="checkbox"/> communications	<input checked="" type="checkbox"/> industry	<input type="checkbox"/> politics/government	<input type="checkbox"/> transportation
		<input type="checkbox"/> invention		<input type="checkbox"/> other (specify)

Specific dates 1903 **Builder/Architect** Wright Butler, Architect

Statement of Significance (in one paragraph)

Applicable Criteria: B, C
Applicable Exceptions: none
Significance Evaluated: local

SIGNIFICANCE SUMMARY:

The George Truog House is significant for its association with George Truog, proprietor of the Maryland Glass Etching Works in Cumberland from 1893–1911. Truog's enterprise, billed as the only factory of its kind in the United States, specialized in etching and engraving designs and trade marks on glassware for advertising purposes. The George Truog House reflects this association by incorporating numerous examples of the glassmaker's art, including windows, transoms, panels, and mirrors variously etched, chipped, engraved, beveled, stained, leaded, colored and painted. The house derives architectural significance from this unique collection of decorative glass, in combination with other elements making up a richly-detailed eclectic design, the work of prominent local architect, Wright Butler.

**United States Department of the Interior
National Park Service**

AL-IV-A-004

**National Register of Historic Places
Inventory—Nomination Form**

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received

date entered

Truog, George, House

Continuation sheet Allegany County, Maryland

Item number

8

Page

4

HISTORY AND SUPPORT:

George Truog was born in Verona, Italy, in 1861. He was educated in art schools in Switzerland, and attended the University of Zurich. He emigrated to the United States in 1883 and worked for several glass manufacturing companies before opening his own factory, the Maryland Glass Etching Works, on North Centre Street in Cumberland in 1893. This enterprise offered decorative glassware for advertising purposes specializing in etching and engraving the logos and trade marks of brewers, distillers, and hotels on barware. Its promotional literature stated that it was the only industry of its kind in the country. Works were shipped throughout the United States, and to Mexico, Canada, South America, and the Antilles.

At the height of his business, in 1903, George Truog purchased an undistinguished late-19th-century house on East Baltimore Street and engaged prominent Cumberland architect Wright Butler to plan a thorough and lavish remodeling, the cost of which was reportedly \$40,000. Truog's improvements, recalled by the daughter of a successive owner of the property, included a ballroom complete with a pool table that converted into a sofa upholstered in tufted black leather, three servants' bedrooms on the third floor with their own fireplaces, bath, and cedar closets, and an elaborate self-contained water system. Perhaps this extravagance contributed to the financial difficulties that forced Truog to sell the house in 1909; the Maryland Glass Etching Works was dissolved shortly thereafter, in 1911.

The architectural work of Wright Butler is of major importance to the heritage and character of Cumberland. A son of one of the city's foremost furniture manufacturers, H. Kennedy Butler, Wright Butler studied architecture at the Maryland Institute of Baltimore for about three years before opening an office in Cumberland in 1891. His first major commission was the imposing Romanesque Revival Allegany County Courthouse on Prospect Square in the Washington Street area. Incredibly prolific in the number of designs he supplied in his hometown, Butler left his mark in almost every section of the city in both commercial and residential buildings. Other major works include the Masonic Temple on the site of Fort Cumberland, the present Liberty Trust Bank building on Baltimore Street, the Stein-Curl Building on North Centre Street, and the Schwarzenbach Building on Baltimore Street. Butler designed a number of fine Queen Anne style and Colonial Revival homes on Washington Street in the early twentieth century. The homes he later designed in the Mountain View-Magruder Street area on the west side of Cumberland exhibit more restraint but are representative of the less exuberant Georgian and Spanish mission styles popular in the second and third decades of this century. Butler's own home at 205 Columbia Street in the North End is an urban adaptation of the Queen Anne style to meet the restrictions of a narrow city lot, as is the Footer House at 301 Decatur Street. Butler excels in his manipulation of materials - shingle, brick, tile, slate, and stone. He was a local pioneer in using concrete block as an exposed wall surface and hollow tile walls covered with cement stucco.

AL-IV-A-004

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

For NPS use only

received

date entered

Continuation sheet Truog, George, House Item number 9 and 10 Page 5
Allegany County, Maryland

MAJOR BIBLIOGRAPHICAL REFERENCES:

Keller Survey of Cumberland, 1976, ms. on file at MHT.
Leasure-Stein Funeral Home pamphlet
"George Truog" Allegany Community College, Micro film APL, TP 858, T78
Kevin L. Kamauf, Professional Glass Designer
Letter, Virginia Franklin Reynolds to Ronald L. Andrews, 15 August 1982.
Research by Faye Purdham and Mel Collins, MHT Allegany County Committee.

GEOGRAPHICAL DATA:

Verbal Boundary description and justification: Westerly side of Baltimore Avenue, beginning at Stone marked M.B., South 37 3/4 degrees, West 41 feet, North 52 degrees, West 100 3/4 feet (to Shinbone Alley) along Alley North 43 5/6 degrees East 42 feet, South 52 1/4 degrees East 100 feet to the beginning. The nominated property comprises the single city lot upon which the resource stands.

9. Major Bibliographical References

AL-IV-A-004

See Continuation Sheet No. 5.

10. Geographical Data

Acreage of nominated property less than one acreQuadrangle name Cumberland, MD-PA-WVQuadrangle scale 1:24000

UTM References

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Verbal boundary description and justification

See Continuation Sheet No. 5.

List all states and counties for properties overlapping state or county boundaries

state	N/A	code	county	code
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state	code	county	code
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11. Form Prepared By

name/title Peter E. Kurtze, Assistant National Register Administratororganization Maryland Historical Trust date July 1986street & number 21 State Circle telephone (301) 269-2438city or town Annapolis state Maryland 21401

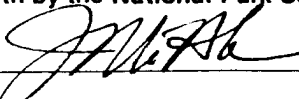
12. State Historic Preservation Officer Certification

The evaluated significance of this property within the state is:

<input type="checkbox"/> national	<input type="checkbox"/> state	<input checked="" type="checkbox"/> local
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As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

State Historic Preservation Officer signature

8-8-86title STATE HISTORIC PRESERVATION OFFICER

date

For NPS use only

I hereby certify that this property is included in the National Register

date

Keeper of the National Register

Attest:

date

Chief of Registration

AL-IV-A-004

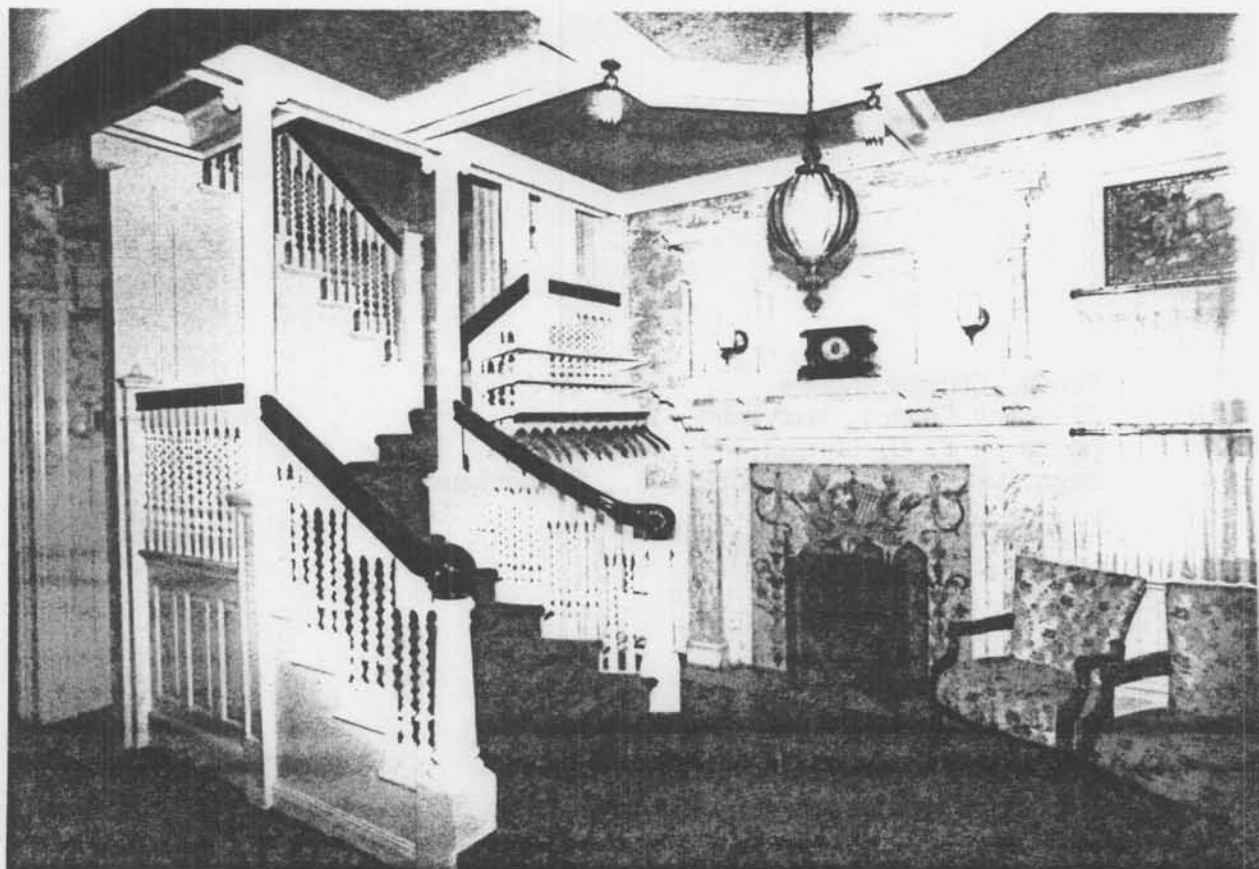


Truog, George, House AL-IV-A-004
Allegany County, Maryland
photo by F. C. Kohman, Jr. 12/85
negative at 230 Baltimore Ave., Cumberland, MD
21502
chapel, facing northwest

5/6

Truog, George, House AL-IV-A-004
Allegany County, Maryland
photo by F. C. Kohman, Jr. 12/85
negative at 230 Baltimore Ave., Cumberland, MD
21502
fireplace, 2nd floor, southeast room

6/6

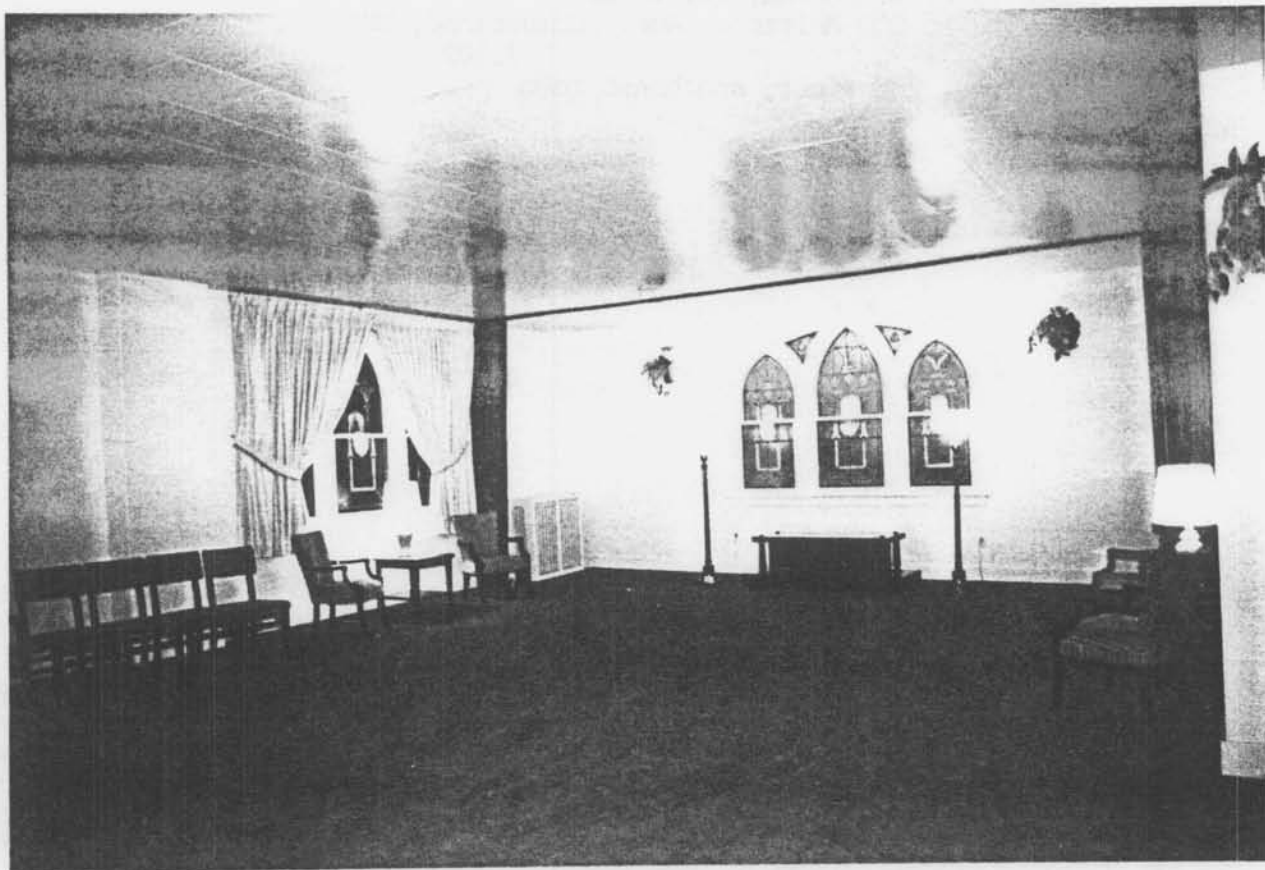
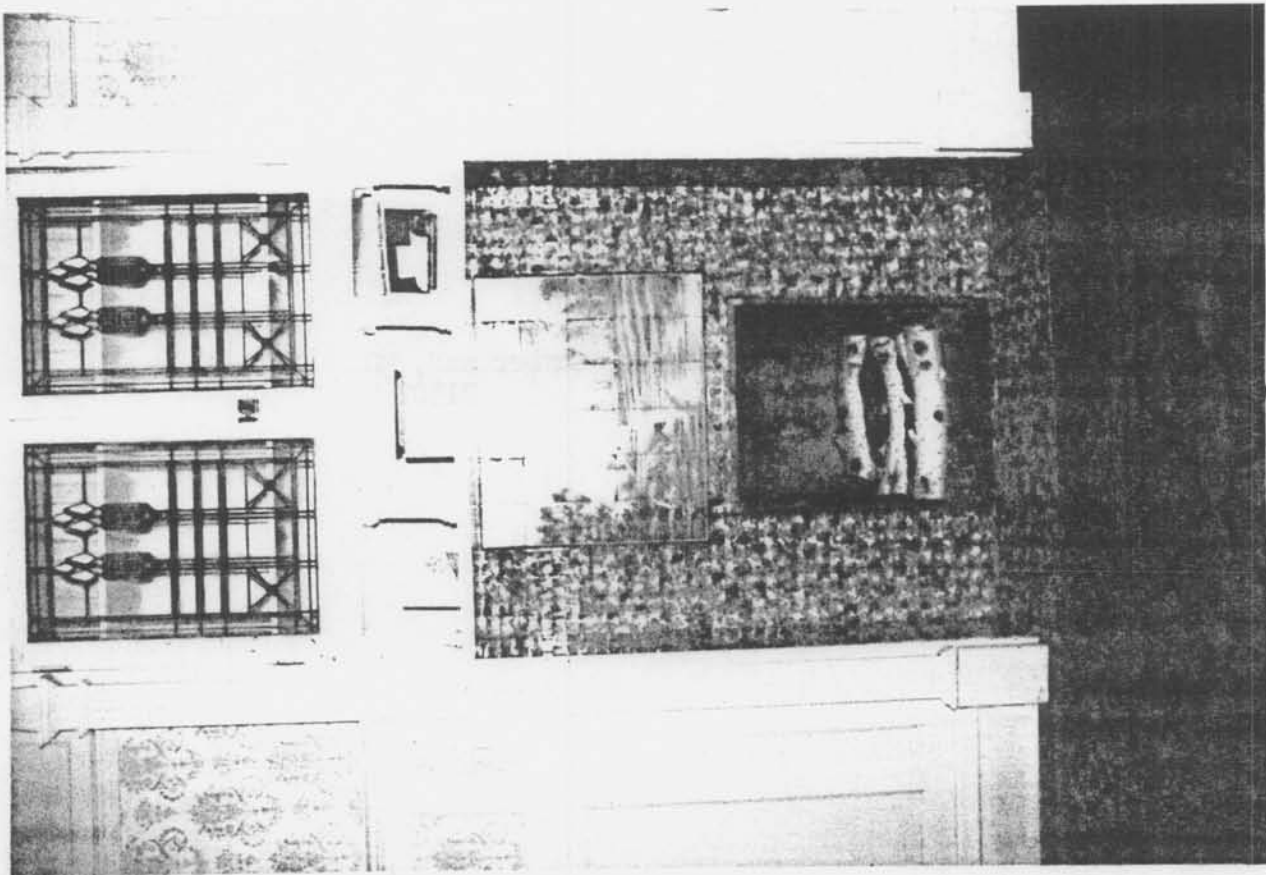


Truog, George, House AL-IV-A-004
Allegany County, Maryland
photo by F. C. Kohman, Jr., 12/85
negative at 230 Baltimore Ave., Cumberland, MD
foyer, facing north 21502

3/6

Truog, George, House AL-IV-A-004
Allegany County, Maryland
photo by F. C. Kohman, Jr., 12/85
negative at 230 Baltimore Ave., Cumberland, MD
sitting room facing northeast 21502

4/6



Truog, George, House AL-IV-A-004
Allegany County, Maryland
photo by F. C. Kohman, Jr. 12/85
negative at 230 Baltimore Ave., Cumberland, MD
21502

chapel, facing northwest

5/6

Truog, George, House AL-IV-A-004
Allegany County, Maryland
photo by F. C. Kohman, Jr. 12/85
negative at 230 Baltimore Ave., Cumberland, MD
21502

fireplace, 2nd floor, southeast room

6/6



(George Truog House)

Leasure-Stein Funeral Home
230 Baltimore Avenue
Allegany County, Md.
S E view
December, 1974

SE

RONALD L. ANDREWS



Leasure-Stein Funeral Home
230 Baltimore Avenue
Allegheny County, Md.
South Side
December, 1974

South Side

RONALD L. ANDREWS

A1-14-004



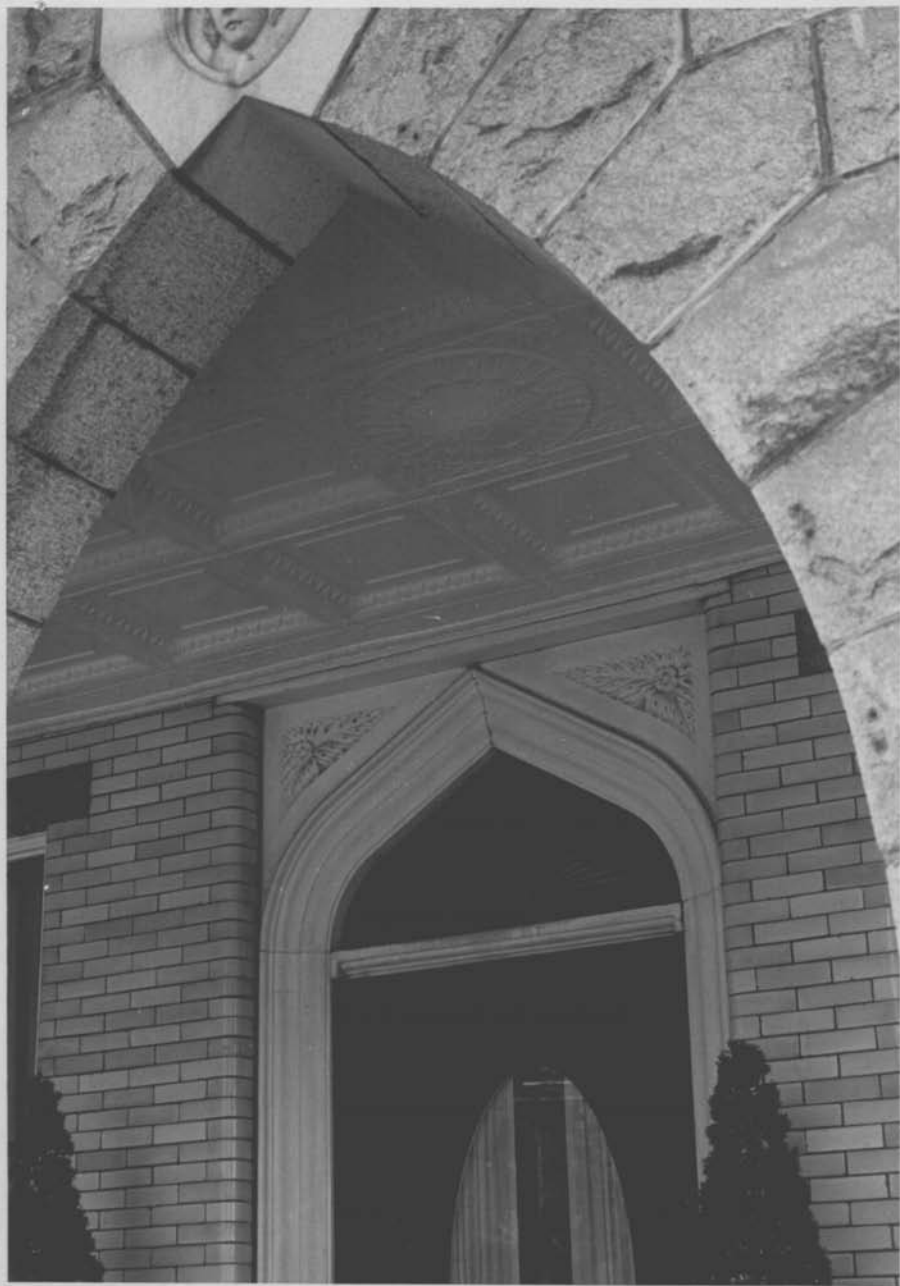
Leasure
and Stein
Funeral Home

Leasure-Stein Funeral Home
230 Baltimore Avenue
Allegheny County, Md.
South
December, 1974

South

RONALD L. ANDREWS

A1-1V-004



Leasure-Stein Funeral Home
230 Baltimore Avenue
Allegheny County, Md.
Porch South
December, 1974

porch
south

RONALD L. ANDREWS

A1-14-004



Leasure-Stein Funeral Home
230 Baltimore Avenue
Allegany County, Md.
S W View
December, 1974

SW

RONALD L. ANDREWS

A1-IV-004



Al-11-⁰⁰⁴~~000~~

Leisure-Stein Funeral Home
Baltimore Ave
Cumberland
Allegheny Co., Md
1974
Built late 19th

R. L. ANDREWS
649 PHILADELPHIA AVE.
CHAMBERSBURG, PA. 17201

Item Attachment Documents:

Order 26,632 - exempting the City's Emergency Responders from the provisions of the
Emergency Family Medical Leave Expansion Act and the Emergency Paid Sick Leave
Act

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

ORDER NO. 26,632

DATE: April 7, 2020

Whereas, due to the outbreak of the Coronavirus and the current health crisis it has created, the Families First Coronavirus Response Act (“FFCRA”) was passed;

Whereas, the FFCRA requires certain employers to provide their employees with paid sick leave (the Emergency Paid Sick Leave Act¹) or expanded family and medical leave (the Emergency Family Leave Medical Expansion Act²) for specified reasons related to COVID-19;

Whereas, while the FFCRA provides some assurance to the public as they deal with the potential illness, family and employment, it has a potential negative impact on the City’s ability to provide emergency services and other services needed for the response to COVID-19;

Whereas, because of the City’s need for Emergency Responders to continue providing the critical services needed for the citizens of the City, its law enforcement officers, firefighters, emergency medical service providers, paramedics, public works employees, and all employees whose work is necessary to maintain the foregoing operations (collectively referred to herein as “Emergency Responders”) are being exempted from the terms of the Emergency Paid Sick Leave Act and Emergency Family Leave Medical Expansion Act;

Whereas, these exemptions are necessary for the provision of emergency response services in the City and are consistent with the terms of the foregoing federal legislation; and

¹ This Act provides for up to two (2) weeks of paid sick leave (i) at the regular pay rate for employees who are unable to work because of certain quarantines and/or who are experiencing COVID-19 symptoms and seeking a medical diagnosis and (ii) at 2/3 of the regular pay rate for employees with a bona fide need to care for quarantined persons or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition.

² This Act provides for up to another ten (10) weeks of leave at 2/3 the regular rate for employees who are unable to work due to a bona fide need to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Whereas, the passage of this Order is in the best interest of the residents of the City of Cumberland.

NOW, THEREFORE, IT IS ORDERED, by the Mayor and City Council of Cumberland, Maryland

THAT Emergency Responders are exempt from the provisions of the Emergency Family Medical Leave Expansion Act and the Emergency Paid Sick Leave Act.

Raymond M. Morriss, Mayor