



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

M&CC Regular Meeting
Via Video-conference

DATE: December 01, 2020

OPEN SESSION - 6:15 PM

To view this meeting live, go to the City's website at www.cumberlandmd.gov and access the public meetings link under the Government tab, or go to Facebook and access the page: Cumberland City Hall Livestream.

To provide public comment during this video conference, go to <https://zoom.us> and enter the following:

Use Meeting ID (824-8121-8818) Passcode (382004)

To join by phone, dial (+1-301-715-8592); Meeting ID (824-8121-8818) Passcode (382004)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Roll Call

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for October, 2020

(B) Public Works

1. Maintenance Division monthly report for October, 2020

Approval of Minutes

1. Approval of the Closed Session Minutes of September 15, 2020

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance No. 3879 (*2nd & 3rd readings*) - to enact Section 2-194 of the City Code to provide that, unless otherwise provided for, the terms of service of board and commission members shall continue until such time as their successors are appointed

New Business

(A) Ordinances

- [1.](#) Ordinance No.3880 (*1st reading*) - proposing a Zoning Map Amendment (ZMA #20-02) to rezone five (5) parcels at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. The subject tracts are currently zoned "Local Business" and the correct designation should be "Urban Residential."

(B) Orders (Consent Agenda)

- [1.](#) Order 26,737 - approving the award of \$5,000 in Canal Place Preservation District Residential Facade Improvement Program Funds to 224 Washington Street, owned by Joshua Adrian and Jarrett Perlow
- [2.](#) Order 26,738 - authorizing the Mayor to sign and accept a FY21 Maryland Heritage Area Authority Grant Agreement in the amount of \$5,000 for emergency repairs to Washington's Headquarters Cabin

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for October, 2020

Administrative Services Monthly Report for October 2020

December 1, 2020

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of October, 2020:

Management Information Systems (MIS) Department

October 2020

Statistics

175 completed help desk requests

210 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue troubleshooting/refining mobile data terminal setup in police cars
- Installed mobile data terminals in new police cars
- Continue making changes to update our network environment and improve security
- Performed network maintenance and upgrades
- Continue to assist with virtual meetings
- Resolve issue with city phone hunt groups

Parks and Recreation

October 2020

Virtual Halloween Events

Costume Contest – Combined event between Parks & Recreation and the Downtown Development Commission. Also includes a Pumpkin Carving Contest
Seasonal House Decorations.

Winners determined by volunteer judges. Prizes available and ready for pick up at City Hall.

Drive by Trick or Treat event

Held on Friday October 30, at Constitution Park, 6-7:30 p.m.

Hosted by City Parks & Recreation, Cumberland DDC, Cumberland Police Department, Mayor and City Council. City Staff, and Costumed Volunteers distributed over 350 candy bags to children as adults drove into the park. This was an alternative Halloween event due to the current continuing COVID 19 pandemic.

Pavilion Reservations – All six pavilions remain closed to the public

Fall Sports:

The Mayor and City Council, City Administrator, and City Staff continues to follow the established field usage policy during the continued COVID 19 period, “The City will maintain athletic fields at a basic level for the availability of those choosing to use them. There will be no scheduling or lining of fields. Field lighting will not be available for use.” Organizations utilizing City Fields include:

Cumberland Girls Softball League (Fall Ball)

Pee Wee League Football (Travel Teams)

AVID Soccer Club (Travel Teams)

Adult Flag Football

Seasonal Employees – October concluded the staffing of seasonal employee Steve Stafford, park watchmen at Constitution Park. Mason Sports has additional weeks in November for Soccer and football team practices. Restrooms will be open on a daily basis only until Winterization of these facilities begins in late November.

Fall/Winter Program Planning for upcoming events

To be determined - Planning for Annual Thanksgiving weekend Tree Lighting (Possible Virtual Event?)

Meetings attended:

Staff meetings

Halloween event planning

Park Playground Project update meetings

Maintenance

Recreation Advisory Board Meeting (Cancelled due to lack of attendance)

Community Development Report

October 2020

CODE COMPLIANCE

Code Enforcement Activity:

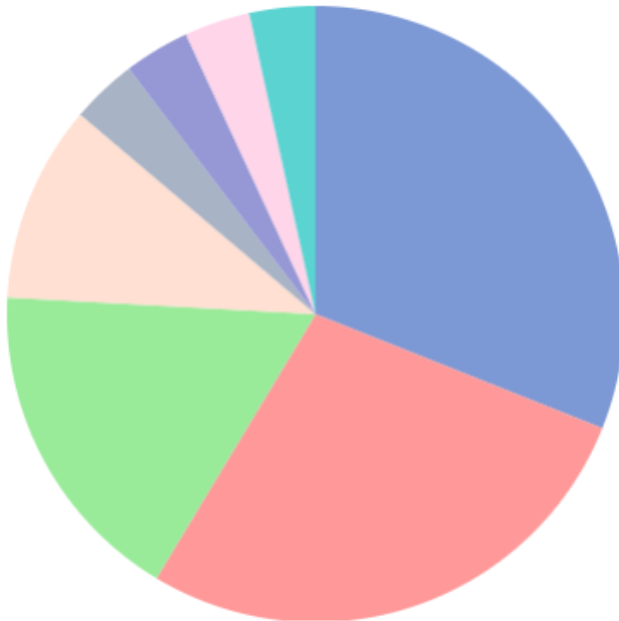
69 online complaints received this month - 43 new cases

48 complaints have been resolved - 21 cases are currently open

29 code violations were assigned

Open Date From:
Open Date To:

10/01/2020
10/31/2020



Violations by Violation Type		
Dwellings, yards and lots to be kept clean	9	31.0%
Cutting of weeds	8	27.6%
Duties of owner and operator	5	17.2%
Standards for good repair and safe condition	3	10.3%
Good repair and safe condition	1	3.4%
Order to vacate	1	3.4%
Painting	1	3.4%
Property maintenance code habitual offenders	1	3.4%

Issued - Permits, Reviews, and Licenses

Building

Residential..... 1
Commercial..... 1

Demolition

Residential 0
Commercial 1

Electrical

Residential 5
Commercial 1

Miscellaneous

Residential..... 1
Commercial..... 4

Occupancy

Residential..... 0
Commercial..... 0

Plumbing

Residential 1
Commercial 1

Commercial Signage

Total..... 1

Use Public ROW

Total issued..... 4

Utility

Residential..... 1
Commercial..... 0

Rental Licenses

Issued 43
(New and Renewal)...

Rental Inspections.

Conducted: 38
Passed..... 37
Failed..... 1

COA

Total issued..... 4

Plans, Reviews, Amendments and Appeals

(ZA, SPR, SR, ZMA, ZTA, SRA) Issued.....0

Revenue from Issued Permits/Reviews

Building Permits.....	\$150.00
Miscellaneous Permits.....	60.00
Occupancy Permits	60.00
Sign Permits	26.50
Utility Permits	2,125.00
Plan Reviews, Amendments & Appeals	600.00
Zoning Classification Determination. (info request).....	0.00
Municipal Infractions/Citations	0.00
Rental Licenses (new & renewals)	2,675.00
Paid Rental Inspection Requests	0.00
Certificates of Appropriateness.....	<u>60.00</u>
TOTAL	\$5,756.50

Demolition Permit – Bonds (partial) \$1,500.00

Nuisance Abatement 0.00

COMMUNITY DEVELOPMENT PROGRAMS**Community Development Block Grant Program**

Activity	Year	Initial Fund	ERR	Contract	Spent	Remain
CHNS Closing Cost Grant	2018	\$13,403.00	x	x	\$7,000.00	\$6,403.00
					Activities	\$6,403.00
2014-2018 Funds					Total All	\$6,403.00
Bellevue Sidewalks decreased funds Dec 2019	2019	\$81,606.35	x	x	\$80,144.02	\$1,462.33
HRDC Emergency Housing	2019	\$35,000.00	x	x	\$25,000.00	\$10,000.00
Admin	2019	\$121,447.70	x	na	\$84,287.10	\$37,160.60
FH	2019	\$10,000.00	x	na	\$8,062.41	\$1,937.59
AHEC Dental Access	2019	\$15,000.00	x	x	\$13,681.00	\$1,319.00
PHA FCH Sidewalks	2019	\$50,000.00	x	x	\$44,877.81	\$5,122.19
Horizon Goodwill Job Training Program	2019	\$11,000.00	x	x	\$3,582.37	\$7,417.63
2019 Total Funds		\$789,841.00	ERR	Contract	Expended	\$64,419.34
Baltimore Street Redesign	2020	\$402,700.00	x	pending		\$402,700.00
HRDC Emerg Homeless Prevention	2020	\$25,000.00	x	x		\$25,000.00
South Penn Playground	2020	\$20,600.00	x	pending		\$20,600.00

Admin	2020	\$110,065.20	x	x	\$5,844.91	\$104,220.29
IC	2020	\$11,480.80	x	x		\$11,480.80
Fair Housing	2020	\$8,454.00	x	x	\$801.85	\$7,652.15
YMCA Gilcrist HVAC	2020	\$54,000.00	x	pending		\$54,000.00
AHEC Dental Access	2020	\$8,000.00	x	x		\$8,000.00
Assoc Charities Long Term	2020	\$5,000.00	x	x		\$5,000.00
Assoc Charities Short Term	2020	\$9,000.00	x	x		\$9,000.00
Incredible Years Parnting Fam Junct	2020	\$7,000.00	x	x		\$7,000.00
PHA FCH Sidewalks Ph 2	2020	\$50,000.00	x	x		\$50,000.00
FCRC Domestic Violenc Sex Assault Shelter/Services	2020	\$10,500.00	x	x		\$10,500.00
Targeted City PD Foot and Bike Patrols	2020	\$5,000.00	x	x		\$5,000.00
Jane's Place, Inc. Abused Children Services	2020	\$7,900.00	x	x		\$7,900.00
YMCA Gilcrist Food Program	2020	\$3,842.00	x	x		\$3,842.00
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$80.00	\$64,920.00
HRDC Transitional Homeless Shelter	2020	\$6,000.00	x	x		\$6,000.00
2020 Grant Totals		\$809,542.00			\$6,726.76	\$802,815.24
Program Income (July/Aug draw)	2020 yr	\$6.99				
Program Income (Sept/Oct draw)	2020 yr	\$6.99				
Total PI 2020		\$13.98				
Total					\$273,088.23	\$1,670,049.82
					Total All Yrs	\$1,676,452.82
as of 11/9/20 <i>post</i> Sept/Oct 2020 Draw						
Community Development Block Grant CDBG Projects					Grand Total	\$1,676,452.82
CDBG CV-1 Cares Act Funds						
CV Small Business Grants	2020	\$80,000				
CV Hazard Pay Relief Program	2020	\$55,000				
CV HRDC Emergency Assistance	2020	\$200,000				
CV Broadband & Technology Accessibility	2020	\$89,000				
CV Associated Charities Emerg Homeless Prev	2020	\$52,251				
Total CARES Act funds #1		\$476,251				
CDBG CV-3 Cares Act Funds						
Undetermined projects	2020					
		\$119,910				

Historic Planner/Preservation Coordinator

- Placed the prioritized list of projects for consideration for the Community Legacy and Strategic Demolition Fund on the October 6th Mayor and City Council meeting agenda
- Submitted all Community Legacy quarterly reports to DHCD
- Prepared the Historic Meeting agenda and packets for the 10/14/20 meeting, including public/media notification and Zoom preparation
- Created user accounts for Lt Burt and Cindy Hartley in the new Diamd system for DOJ grants
- Submitted the 6 Community Legacy applications and the one Strategic Demolition Fund (SDF) application to MD DHCD by the noon October 15 deadline. Worked with all project representatives to complete the narratives and documentation needed to accompany the request
- Assisted the Historic Preservation Commission with their October 14th public meeting that will be held through Zoom and streamed live to Facebook
- Provided determination letters to all applicants whose projects were reviewed by the HPC at the 10/14/20 meeting
- Provide Cumberland Street preliminary design to MHT as Section 106 process follow-up
- Assisted with the presentation of the annual Preservation Award to the Washington Street branch of the Allegany County library system
- Revised the Certificate of Appropriateness spreadsheet that was provided to Citizenserve in order to assist with enhancing the migration of that data into the system
- Reviewed the test side of the Citizenserve system related to Certificates of Appropriateness
- Submitted the emergency grant to the Maryland Heritage Areas Authority for the George Washington's headquarters project
- Attended the virtual Past Forward conference of the National Trust for Historic Preservation from Oct 27-30.
- Finished administrative approvals of a Certificate of Appropriateness for 19 South Liberty Street and for 61 Baltimore Street
- Resolved invoice inconsistencies related to the ongoing Community Legacy-funded project at the Allegany Museum; obtained revised invoice and submitted it for payment
- Researched, prepared, and provided the A&E annual report data to the Allegany County Arts Council
- Met with Robert Adams, Jr. and Bonnie Austin for signatures on Carver documents

**Comptroller's Office
Financial Activity Report
October 2020**

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of October 2020.

On October 1, 2020, the City had a cash balance of \$4.6 million. Receipts exceeded disbursements by \$517 thousand resulting in a cash balance of \$5.1 million at October 31, 2020.

As of October 31, 2020, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 5,063,033
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2021	\$4,445,283	\$ 278,706	\$ (92,884)	1,313,399	\$ -	\$ 3,503,474
FY 2020	997,330	27	(95,270)	228,362	-	864,265
FY 2019	429,801	395	(2,609)	20,046	-	412,759
FY 2018	162,525	-	-	4,295	-	158,230
FY 2017	34,754	-	(34)	232	-	34,556
FY 2016	28,064	-	(17)	34	-	28,047
FY 2015	24,635	-	-	-	-	24,635
FY 2014	15,146	-	-	-	-	15,146
FY 2013	10,101	-	-	-	-	10,101
FY 2012	5,658	-	-	-	-	5,658
FY 2011	3,172	-	-	-	-	3,172
Prior FY's	2,990	-	-	-	-	2,990
	\$ 6,159,459	\$ 279,128	\$ (190,814)	\$ 1,566,368	\$ -	\$ 5,063,033

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

Real property (non-owner occupied)	\$1,403,382
Non-Corp Personal Property	14,248
Corporate Personal Property	773,041
Real Property (semiannual payments)	1,312,803
Real Property (Half Year)	-
	<u>\$3,503,474</u>

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

Cash and Investment Summary**October 31, 2020**

	Cash	Investments
Beginning Balance	\$ 4,606,339	\$ 15,919,254
Add:		
Cash Receipts	7,221,160	2,807
Investment Transfer	1,000,000	1,000,000
Less:		
Disbursements	6,704,478	-
Investment Transfer	1,000,000	1,000,000
Ending Balance	\$ 5,123,021	\$ 15,922,061
Restricted	\$ 230,777	\$ 6,981

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

Restricted Cash

	10/1/2020	Increase	Utilization	10/31/2020
Police Seizures	\$ 95,266	\$ -	\$ 20,526	\$ 74,740
Bowers Trust	58,436	-	-	58,436
Street Improvement	44,581	-	-	44,581
Other	52,895	125	-	53,020
	\$ 251,178	\$ 125	\$ 20,526	\$ 230,777

Restricted Investments

	10/1/2020	Increase	Utilization	10/31/2020
DDC	\$ 6,981	\$ -	\$ -	\$ 6,981
	\$ 6,981	\$ -	\$ -	\$ 6,981

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

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt draws and grants received associated with the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	10/1/2020	Issue	Utilization	10/31/2020
CDA 2014	\$ 199,674	\$ -	\$ 186,333	\$ 13,342
CDA 2015	345,493	-	77,586	267,906
CDA 2017	19,587	-	17,744	1,843
CDA 2018	1,214,119	-	636,775	577,343
CDA 2019	3,251,728	-	212,366	3,039,362
	\$ 5,030,601	\$ -	\$ 1,130,804	\$ 3,899,797

CSO Projects Debt Draws

	10/1/2020	Issue	Utilization	10/31/2020
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
WWTP Debt	2,833,866	-	-	2,833,866
WWTP Grant	22,972,562	-	-	22,972,562
	\$ 25,949,688	\$ -	\$ -	\$ 25,949,688

The CDA 2014 debt draw consists of \$33K for engineering fees associated with design of the Baltimore Street Access project, \$58K toward the ambulance chassis replacement (\$158K total), \$10K for intersection traffic signals and \$85K for the Mechanic Street access road paving. \$43K of the CDA 2015 debt was for the WWTP blower building electrical switchgear, \$12K toward the mudwell mixing project, \$7K for chemical feed pumps, \$76K for pump station repairs, \$12K for trench shoring, -\$115K was for WWTP Aeration blower replacement (PE Incentive Rebate applied to the project costs), and \$43K to sandblast primary clarifiers. The CDA 2017 debt draw of \$18K was for moldboard and plow accessories. Of the \$637K drawn on CDA 2018, \$24K was for Koon Dam bridge repairs, \$6K for SCADA system software, \$149K for meter, valve and hydrant replacement program, \$81K for plant intake screening, \$28K for a 2020 Hyundai Santa Fe (public works), \$81K for a Parks F-550 dump truck, \$81K for a Water Distribution dump truck, \$158K for a Sewer Department dump truck, \$11K for a Sani Track mower, \$8K toward the South St. waterline and \$10K to upgrade two sludge skimmers. The CDA 2019 debt draw of \$212K includes \$120K for the remainder of the ambulance chassis replacement (\$158K total), \$75K toward a Sewer Department dump truck, \$15K for police vehicle equipment (printers and scanner, Toughbook printer guards), and \$2K for SCADA system upgrade.

The Wastewater Treatment Plant (WWTP) CSO project is basically complete with just system testing required. We have to experience a significant rainfall to test. The debt and grant draws were stopped at the 95% complete stage, therefore there will be 1 final grant and debt draw upon final system testing. The WWTP did not have any CSO draws in BRF grants and no new debt. At present, this amounts to \$2,023,964.37 to be drawn.

Phase 3 of the Evitts Creek CSO project is in the engineering phase with the majority of the funding for place. The City anticipates additional funding in April from MDE. Grant and loan money for Phase 4 have been requested from MDE for the planning phase. MDE's decisions on funding awards are anticipated to take place in April or May of 2021.

COVID-19:***Funding***

Cares Act funding available to the City of Cumberland, totals \$696,566. It is comprised of a Department of Justice (DOJ) grant (\$39,559), US Stimulus Cares Act Relief grant (\$54,801), Allegany County Health Department funding (\$19,030) and Allegany County Government CARES Act passthrough funding (\$583,176).

Funding Source	Amount	Utilization	Purpose	Available
Department of Justice	\$ 39,559	\$ 39,559	Hazard Pay	\$ -
Allegany County Health Department	19,030	19,030	PPE	-
US Stimulus Care Act Relief	54,801	37,350	Lost Revenue	17,451
Allegany County CARES Act Passthrough	583,176	311,393	Hazard Pay, PPE, Small Business Loan Program	271,783
Total:	\$696,566	\$ 407,332		\$ 289,235

- As of October 31, 2020, remaining Allegany County CARES Act funding is: \$271,783. Expenses include hazard pay through 7/5, PPE, City Hall rotunda monitor and COVID-19 loans.
- \$54,801 received from the US Stimulus Cares Act Relief in April 2020 is allocable for COVID-19 relief to prevent, prepare for, and respond to coronavirus, and that the payment shall reimburse the City only for health care related expenses or lost revenues that are attributable to coronavirus.
- On 10/1, the US House of Representatives passed a \$2.2 trillion stimulus bill. However, no additional stimulus or extension for use of current funding exists or is expected to pass in both the House and the Senate at this time. The House bill:
 - Gives \$436 billion in relief over one year to state and local governments
 - Reinstates the \$600 per week enhanced unemployment benefit through January
 - Sends a second \$1,200 direct payment to most Americans
 - Authorizes more money for a second round of Paycheck Protection Program loans for the hardest-hit businesses and industries
 - Sends \$25 billion to airlines to cover payroll costs
 - Adds \$75 billion into Covid-19 testing and contact tracing efforts
 - Puts \$225 billion into education and \$57 billion into child care
 - Sets aside billions for rental and mortgage assistance

Utility Collections:

The Governor's moratorium on service terminations expired September 1st. Penalties on past due balances resumed September 2nd and service terminations will resume November 16th.

- Current special message on the utility bills notifies of the moratorium expiration, resumption of penalties 9/2, resumption of service termination 11/16, when to pay by and where to seek financial assistance.
- Media release went out on October 1st.
- Direct mailings to all past due customers were mailed on October 1st to 1,264 customers with a past due balance as of 9/30/2020.
- Service termination resumes based upon the billing zones. Each customer is notified on their monthly bill in the special message section.
 - Zone 3 - November 16, 2020
 - Zone 4 - November 23, 2020
 - Zone 1 - December 7, 2020
 - Zone 2 - December 14, 2020
- HRDC is running radio ads offering financial assistance to utility customers

The total amount past due has remained at a similar level all month despite the issuance of past due notices on October 1st. As of October 30, 2020, there are 548 customers eligible for service termination. Of those past due, 77% or 884 of the 1,153 customers each have a total due of fewer than \$400. This represents a 4% increase in customers who owe greater than \$400 over the prior week.

As of October 30, 2020 Potential Water Shut Off					
	October 30, 2020	October 23, 2020	October 16, 2020	October 6, 2020	October 2, 2020
Total at risk customers:	1153	1231	1134	1181	1183
Total due from at risk customers:	439,163.67	365,444.09	382,583.51	329,600.03	419,919.88
Total past due from at risk customers:	261,304.26	267,123.78	256,284.56	251,906.30	256,425.06
Customers at risk for shut off upon next billing:	605	671	589	602	596
Customers eligible for shut off now:	548	560	545	579	587
Total Past due 60 days or more:	147,348.60	150,990.16	148,639.61	145,948.69	139,192.41

*Amounts do not include suspended or inactive accounts

Note: 884 of 1,153 accounts have a total due of fewer than \$400. State Prison is 30 days past due and makes up \$48K of the total (\$3,722 past due). Cumberland Manor is 90 days past due and makes up \$12K of the total (\$7,768 past due). All City Hospitality is 30 days past due and makes up \$11K of the total (\$4,392 past due). All other accounts are each no more than \$3K total due.

Respectfully submitted,

Jeff Rhodes
City Administrator

sln

File Attachments for Item:

. Maintenance Division monthly report for October, 2020

MAINTENANCE DIVISION REPORT
October 2020

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

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

- **POTHOLES AND COMPLAINTS**
 - Potholed 11 streets using 10 tons of hot mix asphalt
- **UTILITY HOLES**
 - Completed 7 asphalt (28.5 tons) utility holes for the Water Dept.
 - Completed 3 concrete (1.5 cy) utility holes for the Water Dept.
 - Completed 1 asphalt (3 tons) utility holes for the Sewer Dept.
- **PAVING & OTHER PROJECTS**
 - Paved 3 streets using 176.5 tons of hot mix asphalt
 - Completed 5 asphalt projects using 75.5 tons of hot mix asphalt
 - Completed 2 concrete projects using 1 cu. yd. of concrete
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Installed 1 sign
 - Painted 1 curb red
- **STREET SWEEPING**
 - 509 miles
 - 45 loads
- **MISCELLANEOUS**
 - Completed 35 Work Orders
 - Setup traffic control for various job sites
 - Cleaned & disinfected trucks & equipment
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 5 times.
 - Picked up 10 dead animals
 - Picked up trash/discarded items on 5 occasions
 - Cleaned & disinfected Municipal Center shop & offices multiple times daily
 - Prepared trucks & equipment for Leaf Pick-up Season

STREET MAINTENANCE - OCTOBER 2020		10/1-10/2	10/5-10/9	10/13-10/16	10/19-10/23	10/26-10/30	TOTAL
SERVICE REQUEST COMPLETED		1	8	8	7	11	35
ASPHALT PROJECTS	TONS		27t	32.5t	16t		75.5t
PAVING PERFORMED	TONS		41.5t		117t	18t	176.5t
CONCRETE WORK	CY			1cy			1cy
UTILITY HOLES REPAIRED	WATER	1	2	3	2	2	10
	SEWER					1	1
	CY			1cy	.5cy		1.5cy
	TONS	3t	10t	.5t	6t	12t	31.5t
POTHOLE FILLING	STREETS			2	4	5	11
	ALLEYS	1					1
	DAYS	1		1	2	2	6
	Cold Mix						0
	TONS	1t		1t	5t	4t	11t
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			1				1
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED		1				1
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	4	12	14	3	12	45
	Miles	56	164	162	43	84	509
SWEEPER DUMPS HAULED TO LANDFILL	TONS			2.78t	2.01t	1.4t	6.19t
SALT BARRELS - PICK UP, FILL	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Areas	1	2	5	3	1	12
Check Drains/Clean Debris	DAYS	1			1		2
LEAF PICK UP	Loads					2	2

Setup traffic control for various job sites

Picked up trash/discarded furniture on 5 different occasions

Applied "scratch" coat of hot mix asphalt with paver on Highland Ave, Hunt Terrace & Shades Lane

Completed temporary asphalt patches on South St for the Water Department

Picked up 10 dead animals

Cleaned & disinfected trucks and equipment

Cleaned & disinfected Municipal Center shop & offices multiple times daily

Prepared two 5 ton trucks and started leaf pick-up

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

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Mowed & trimmed @ Constitution Park 12 days
 - Mowed & trimmed @ Mason's Complex 14 days
 - Mowed & trimmed parklets 13 days

- Ball Fields
 - Nonneman Field
 - Mowed 5 times
 - Northcraft Field
 - Mowed 2 times
 - Flynn Field
 - Mowed 2 times
 - Cavanaugh Field
 - Mowed 3times
 - JC Field
 - Mowed 3 times
 - Long Field
 - Mowed 2 times
 - Abrams Field
 - Mowed 3 times
 - Galaxy Soccer Field
 - Mowed 5 times
 - Bowers Field
 - Mowed 1 time
 - Pistol Range
 - Mowed 3 times

- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned, disinfected the Craft House & Activities Building
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Drained and winterized the pools @ Constitution Park
 - Worked OT for Drive-thru Trick or Treat Event @ Constitution Park
 - Performed maintenance and housekeeping on all Park bathrooms

**Fleet Maintenance
October 2020**

Total Fleet Maintenance Projects	177
Central Services	3
Community Development	0
DDC	0
Engineering	0
Fire	7
Flood	4
MPA	0
P & R Maintenance	11
Police	23
Public Works	0
Sewer	10
Snow Removal	0
Street Maintenance	52
Vehicle Maintenance	13
Water Distribution	31
Water Filtration	2
WWTP	0
Scheduled Preventive Maintenance	17
Service Calls	4
 Total Work Orders Submitted	 14
 Risk Management Claims	 0
 Fork Lift Inspections	 0

File Attachments for Item:

1. Approval of the Closed Session Minutes of September 15, 2020

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, September 15, 2020, 5:30 p.m.

The Mayor and City Council convened in open session at 5:00 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 Board and Commission appointments, and to allow the City Solicitor to provide legal advice regarding a potential amendment to the City Code.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, 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; and Marjorie A. Woodring, City Clerk

File Attachments for Item:

1. Ordinance No. 3879 (*2nd & 3rd readings*) - to enact Section 2-194 of the City Code to provide that, unless otherwise provided for, the terms of service of board and commission members shall continue until such time as their successors are appointed

ORDINANCE NO. 3879

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ENACT SECTION 2-194 OF THE CITY CODE PERTAINING TO THE EXTENSION OF THE TERMS OF SERVICE OF BOARD AND COMMISSION MEMBERS UNTIL SUCH TIME AS SUCCESSORS ARE APPOINTED."

WHEREAS, the City Code and City Charter provide for the creation of a number of boards and commissions;

WHEREAS, some of these provisions do not allow for the continuation of service of Board and Commission members beyond the expiration of their terms of service when their successors have yet to be appointed;

WHEREAS, in such instances, seats on boards and commissions remain vacant until such time as new members are appointed;

WHEREAS, the purpose of this ordinance is to uniformly provide that board and commission members shall continue to serve upon the expiration of their terms of service until such time as replacements are appointed so as to avoid the consequence of a board or commission being unable to act due to the lack of a quorum or the action or voted of a board or commission being rendered invalid due to the participation or vote of a member whose term had expired.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that section 2-194 of the Code of the City of Cumberland (1991 Edition) be and hereby is enacted and shall read as follows.

Sec. 2-194. - Service beyond expiration of terms.

Upon the terms of service of board and commission members shall continue until such time

as their successors are appointed. This section of the code shall apply to all boards and commissions that do not have provisions pertaining to the extension of terms of service after the expiration of such a term but before a successor is appointed.

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

Passed this _____ day of _____, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

. Ordinance No.3880 (*1st reading*) - proposing a Zoning Map Amendment (ZMA #20-02) to rezone five (5) parcels at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. The subject tracts are currently zoned "Local Business" and the correct designation should be "Urban Residential."

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP REFERRED TO IN SECTION 25-1 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) TO CORRECT THE CITY'S OFFICIAL ZONING MAP BY REZONING FIVE (5) PARCELS OF RECORD FROM LOCAL BUSINESS (B-L) TO URBAN RESIDENTIAL (R-U).

WHEREAS, in connection with staff's research of the potential future development a result of a request for future development on parcels located at the intersection of Maple Street and E. Oldtown Road, staff identified an unintentional error in the zoning designation of five (5) parcels at this location, the said parcels being identified by parcel tax ID number and owner as set forth below, hereinafter referred to as the "Affected Properties".

Parcel ID #:	OWNER'S NAME:
0104029674	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104029682	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104014685	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104050207	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104021614	ALLEGANY COUNTY HABITAT FOR HUMANITY

WHEREAS, the Affected Properties were not included within the Canal Place Historic Preservation District (the "District") under the terms of the ordinance which created

the District, i.e., Ordinance No. 3217 (passed April 2, 1996).

WHEREAS, the City's current Official Zoning Map was adopted under the terms of Ordinance No. 3857, passed August 13, 2019 as an incident to the 2008 Comprehensive Rezoning.

WHEREAS, contrary to Ordinance No. 3217, this version of the Official Zoning Map and, preceding versions thereof, erroneously included the Affected Properties within the District.

WHEREAS, upon the discovery of the mapping error, the Zoning Administrator filed an application with the City's Municipal Planning and Zoning Commission (the "Planning Commission"), requesting that it recommend that the Mayor and City Council order that the Official Zoning Map be amended to correct the error described herein.

WHEREAS, in anticipation of the proceedings before the Planning Commission, City staff prepared a Cumberland Planning Commission Staff Report dated August 10, 2020 (the "Staff Report"), a copy of which is attached hereto as Exhibit B, in support of the Zoning Administrator's application.

WHEREAS, the Staff Report includes findings relative to the matters addressed previously herein as well as those

required by section 4-204(b) of the Land Use Article and section 25-440 of the City Zoning Ordinance relative to population change, the availability of public utilities, present and future transportation patterns, compatibility with existing and proposed development for the area, and the relationship of the proposed amendment to the local jurisdiction's plan.

WHEREAS, as required by sections 2-203(b) and 4-204(b)(5) of the Land Use Article 25-439(b) of the City Zoning Ordinance, the Planning Commission held a public hearing on the matter of the Zoning Administrator's application on _____, 2020.

WHEREAS, at the conclusion of the aforesaid hearing, the Planning Commission voted 4-0 in favor of recommending that the Mayor and City Council grant the relief sought in the Staff Report, specifically, that the Official Zoning Map be corrected to remove the Affected Properties from the District.

WHEREAS, as required by section 25-439(e) of the City Zoning Ordinance and the applicable provisions of the Land Use Article, the Planning Commission forwarded its recommendations relative to the proposed rezoning to the Mayor and City Council for action.

WHEREAS, as required by sections 203(b) and 4-204 and 4.04(b)(5) of the Land Use Article and Section 25-439(f) of the City Zoning Ordinance, the Mayor and City Council of Cumberland published notice of the time and place of the public hearing before it on the matter of the rezoning which is the subject of this ordinance together with a summary of the proposed rezoning in *The Cumberland Times News*, a newspaper of general circulation in Allegany County and the City of Cumberland, once each week for two successive weeks with the first notice being provided at least fourteen days before the hearing. The notices were published on _____, 2020 and _____, 2020.

WHEREAS, as a public hearing on the proposed rezoning was held before the Mayor and City Council on _____, 2020, at which public hearing all parties in interest and citizens of the City of Cumberland were permitted to be heard concerning the proposed rezoning.

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

WHEREAS, based upon the foregoing, the Mayor and City Council determined that the application for the rezoning of

the Subject Properties should be granted for the reasons set forth in the Staff Report.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the Staff Report attached hereto as Exhibit B is adopted in its entirety as their findings in regard to the requested rezoning which is the subject of this ordinance, and, consistent therewith, they find that there is a mistake in the City's 2019 Official Zoning Map which needs to be corrected; and

SECTION 2. BE IT FURTHER ORDAINED, that the 2019 Official Zoning Map shall be amended to effect the removal of the Affected Properties from the District; and

SECTION 3. BE IT FURTHER ORDAINED, and staff is directed to revise the Official Zoning Map consistent with the preceding sections of this ordinance; and

SECTION 4. BE IT FURTHER ORDAINED, that this ordinance shall take effect on the eleventh day following the date of its passage.

PASSED this ____ day of _____, 2020.

Raymond M. Morris, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

1st Reading:

2nd Reading:

3rd Reading:

Effective Date:

EXHIBIT A

Parcel ID #:	OWNER'S NAME:
0104029674	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104029682	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104014685	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104050207	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104021614	ALLEGANY COUNTY HABITAT FOR HUMANITY

EXHIBIT B

CUMBERLAND PLANNING COMMISSION STAFF REPORT

ZMA #20-000002: Maple St & E Oldtown Rd Zoning Map Correction

September 14, 2020

Overview:

As a result of a request for future development on parcels located at the intersection of Maple Street and E. Oldtown Road, staff identified an unintentional error in the zoning designation of five (5) parcels at this location. The parcels affected, as identified in the Allegany County Tax Records, are listed below:

Parcel ID #:	OWNER'S NAME:
0104029674	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104029682	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104014685	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104050207	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104021614	ALLEGANY COUNTY HABITAT FOR HUMANITY

These parcels are adjacent to a small section of parcels zoned as Local Business (B-L) to the front and right side, and also adjacent to contiguous parcels zoned as Urban Residential (R-U) to the left and rear, as mapped in the City's Official Zoning Map in the Appendix of this report.

Procedural Status:

Staff identified the error on July 13, 2020 and began research to determine the origin of the zoning map "mistake" and to begin taking the appropriate steps correct the error in the intended zoning designation for the affected parcels. After considerable research and consultation, staff filed a petition for a Zoning Map Amendment (ZMA 20-000002) on August 10, 2020. A copy of the Zoning Map Amendment petition is attached to this report. The petition was scheduled for presentation to the Planning Commission, as well as a public hearing at its September 14, 2020 meeting.

Staff Review:

In researching the Zoning History of parcels in this area, archived drawings aided in tracing the changes in zoning for these parcels in question. The oldest record that was attainable was the City of Cumberland Zoning Maps published in 1945 which reflected changes adopted with Ordinance No. 1776, passed November 27th, 1944, which was the oldest record where the parcels in question were zoned as Residential. These parcels remained zoned as such until the next Official Zoning Map, as adopted through Ordinance No. 1895, passed July 31st, 1950, where it was petitioned to "make Oldtown Road Business from Maryland and Virginia Ave to City Limits". This area, and the parcels in question, has remained zoned as some form of Local Business (B-L) in the last several Official Zoning Maps, published

and adopted in 1964, 1974, 1998, 2003, to present. It can be assumed that this area was original zoned as Local Business to encourage economic stimulus by bringing in more businesses in the area, but to date, there is only one Commercial Business in that area, a Circle K Gas Station. Despite the current zoning designation being “Local Business”, the residing structures in the area are all residential homes, with the exception of the single Gas Station.

Staff Recommendation:

In discussing the area in question with the previous City Planner for the City of Cumberland, David Umling, it was discussed that it was his intention to rezone these parcels to their original designation of Urban Residential, as the surrounding parcels to the side and rear are all residential as well. However, since there has been no pressing urgency or development in that area for some time, it was simply overlooked in the last few Official Zoning Map changes, therefore, considered a “mistake” that should be corrected.

Based on the research conducted and documentation referenced in the Staff Review section of this report, as well as discussion with the previous City Planner for the City of Cumberland, staff formally recommends that the Planning Commission recommend and the Mayor and City Council find that the requested rezoning is necessary to correct a “mistake” that was overlooked in the Official Zoning Map adopted as part of the March 2008 Comprehensive Rezoning (Ordinance No. 3607) for the aforementioned affected properties. Said “mistake” determination is consistent with the requirements of Article 66b, Section 4.05 (a) (2) (ii) of the Annotated Code of Maryland and is a legal requisite for any adopted change in a base zoning classification.

Additionally, under the provisions of Article 66b on the Maryland Annotated Code, the Mayor and City Council must make a series of specific findings in making its decision regarding the proposed zoning. A recommendation regarding these findings must be made by the Planning Commission. The specific findings are outlined in Section 4.05 (a)(2)(i) of Article 6b. Staff recommends the following findings be determined with respect to these statutory considerations:

1. **Population change:** The proposed Zoning Map Amendment has been deemed necessary to correct a technical error in the intended zoning of the properties. No development has occurred in accordance with the incorrect zoning classification that caused the need for this rezoning. Consequently, the correction of this error may result in a slight net impact on the City’s population or growth rate. If these parcels are rezoned to their intended designation of “Urban Residential”, this will affect the net population of the City, but since there are only 5 parcels potentially affected, it will have not have a significant impact on population.
2. **The availability of public facilities:** All subject properties are currently served by all city services. Consequently, the correction of this zoning error will not affect the availability or adequacy of existing public services and facilities.

3. **Present & future transportation patterns:** Since no development has occurred in the area in accordance with the incorrect zoning classification, staff finds that the proposed correction will not affect present or future transportation patterns in the area.
4. **Compatibility with existing and proposed development for the area:** The area in question is currently zoned Local Business (B-L). All recent development within and on neighboring properties conforms to the requested B-L Zoning for the area. Since there has been no development on the parcels in question, this is consistent with the current zoning designation. The rezoning of the five (5) parcels in question will provide continuity with the neighboring zoning of Urban Residential to the left and rear.
5. **Relationship of the proposed amendment to the local jurisdiction's plan:** At the time of the adoption of the 2019 Official City Zoning Map, this map mistake had already existed. The rezoning of the aforementioned properties may change or affect any current or future development in the area, but not to a significant degree. Correcting the mistake in intended zoning designation to address the Zoning Map mistake was determined to be consistent with the Allegany County Comprehensive Plan, as well as adjoining developed properties in the area and the City's general zoning patterns. The City has also determined that the need for the rezoning was caused by a technical error in the Official Zoning Map that arose from the 2008 Comprehensive Rezoning. Consequently, the City has determined that the current B-L Zoning and rezoning to the intended U-R Zoning is consistent with the City's and County's adopted local plans.

Planning Commission Action:

- [] Recommend approval of rezoning to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

- [] Recommend denial of rezoning of properties to the Mayor and City Council, based on the following findings:

Motion by: _____

Seconded by: _____

Vote:

In favor of motion: _____ Opposed: _____ Abstained: _____

Number of voting members present: _____

Signed:

Chair, Cumberland Planning Commission

Date: September 14, 2020

Secretary, Cumberland Planning Commission

Date: September 14, 2020

Appendix A: Application & Maps

RJ 11.020210

View File



CITY OF
CUMBERLAND
MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

37 N. LIBERTY STREET, CUMBERLAND, MD 21031 • PHONE 301-759-6442 • FAX 301-794-6413 • TDD 800-759-3039
www.cumberlandmd.org

Permit Number: ZHA20-000002

Approximate Duration:

Zoning Map Amendment Application Permit
Zoning Map Amendment

Form 1 issued as per plans and subject to all applicable codes and regulations.

Project Location:	Naple St E.E., Oldtown Road 04029674, 04029682, 04014825, 04082207, 04021614	Date applied:	08/10/2020
MD Prop.#:			
Owner:	Allegheny County Habitat for Humanity		
Applicant:	Jeff Rhodes		
Address:	67 N Liberty Street		
City/State/Zip:	Cumtobland, MD 21602		
Phone:			
Email:	jeff.rhodes@cumtoblandmd.gov		

In addition to the Project Location listed, the following Property Locations are included with the Zoning Map Amendment.

[illegible]

Description:
Zoning Map Amendments for parcels 04028674, 04028682, 04014895, 04030207, 04021814 located at Maple and Oldtown Road. Fees waived per Jeff Erickson.

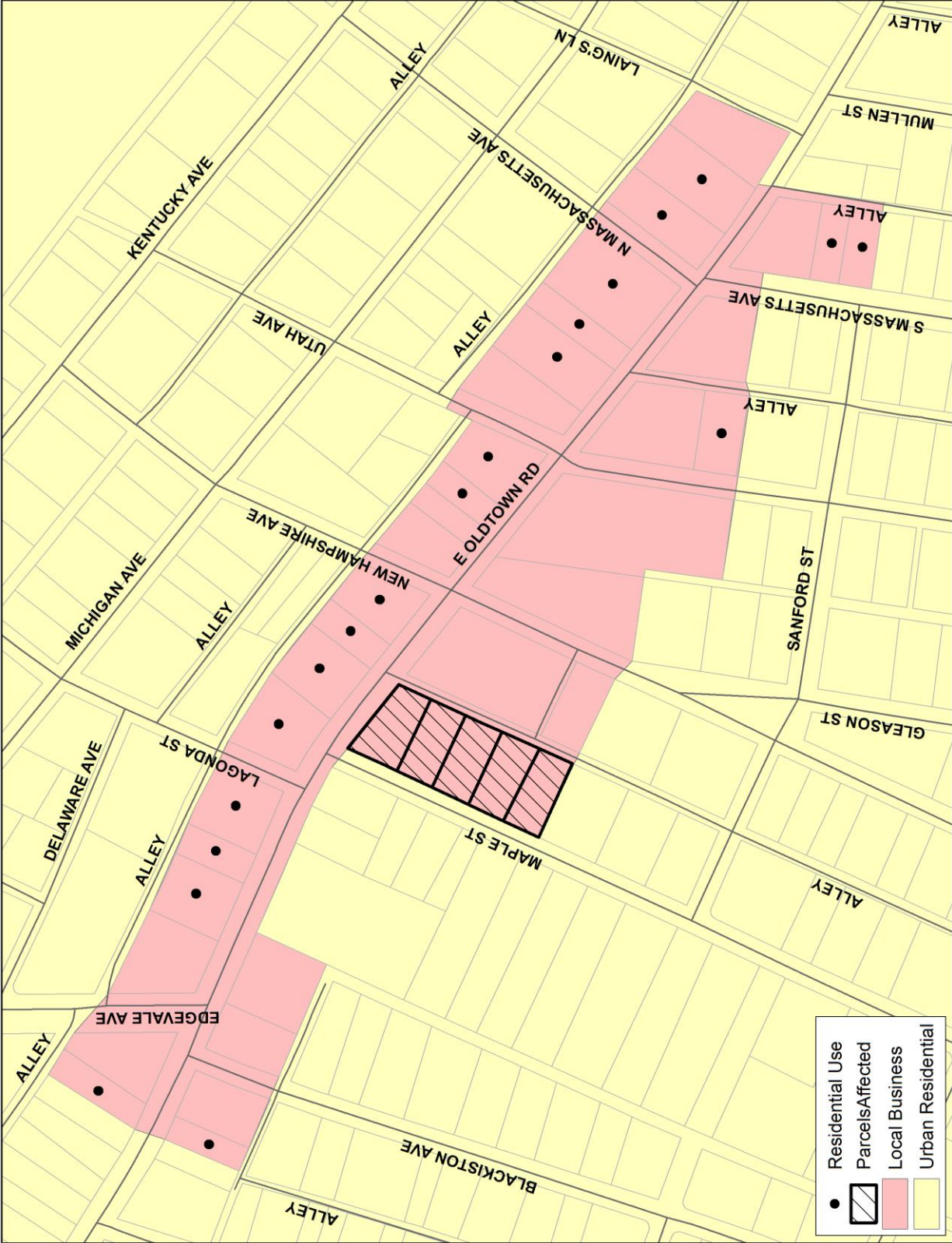
Hofstadter

SUBJECT: However to reversion by the building official, if the building is not in compliance with the requirements of the City ordinances relating to building privileges and as stated on this application.

STATEMENT: I agree to comply with all regulations which applicable hereto and further agree that the product use and be as described on this application and that this structure shall not be used for any other purpose.

Apollonius www.apollonius.org

Off-Code Compliance Manager, of Representative's Signature



[illegible]

Adopted Date: April 7, 2015

M. J. Williams

[illegible]

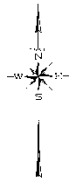
**** Parcel Map Boundaries may not coincide with City Boundaries or Zoning District Boundaries**



Public Works Department
Engineering Division / 615

**MAP OF
CITY OF CUMBERLAND,
MARYLAND.
1945**

SCALE OF FEET
RALPH LEIZER - CITY ENGINEER



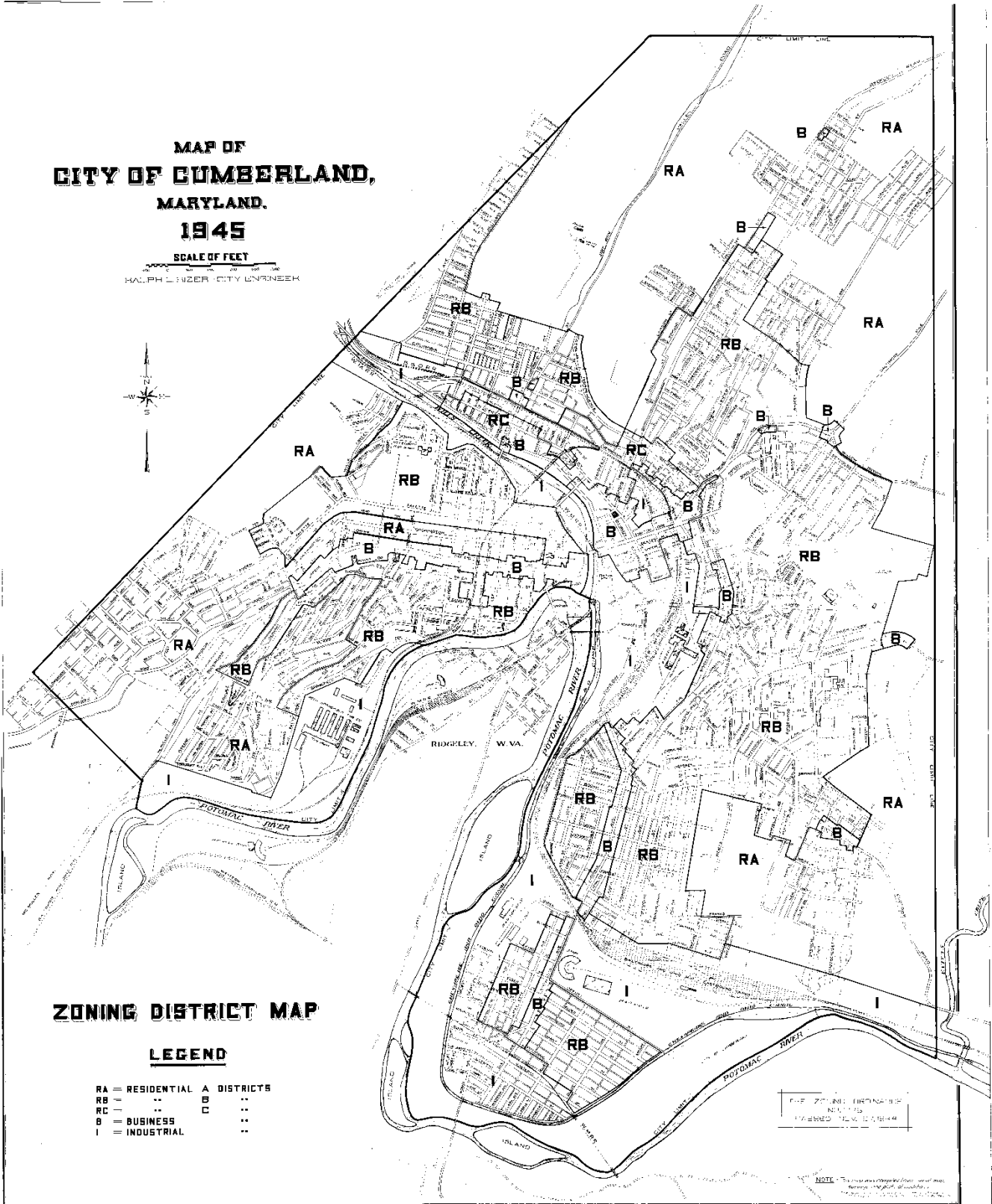
ZONING DISTRICT MAP

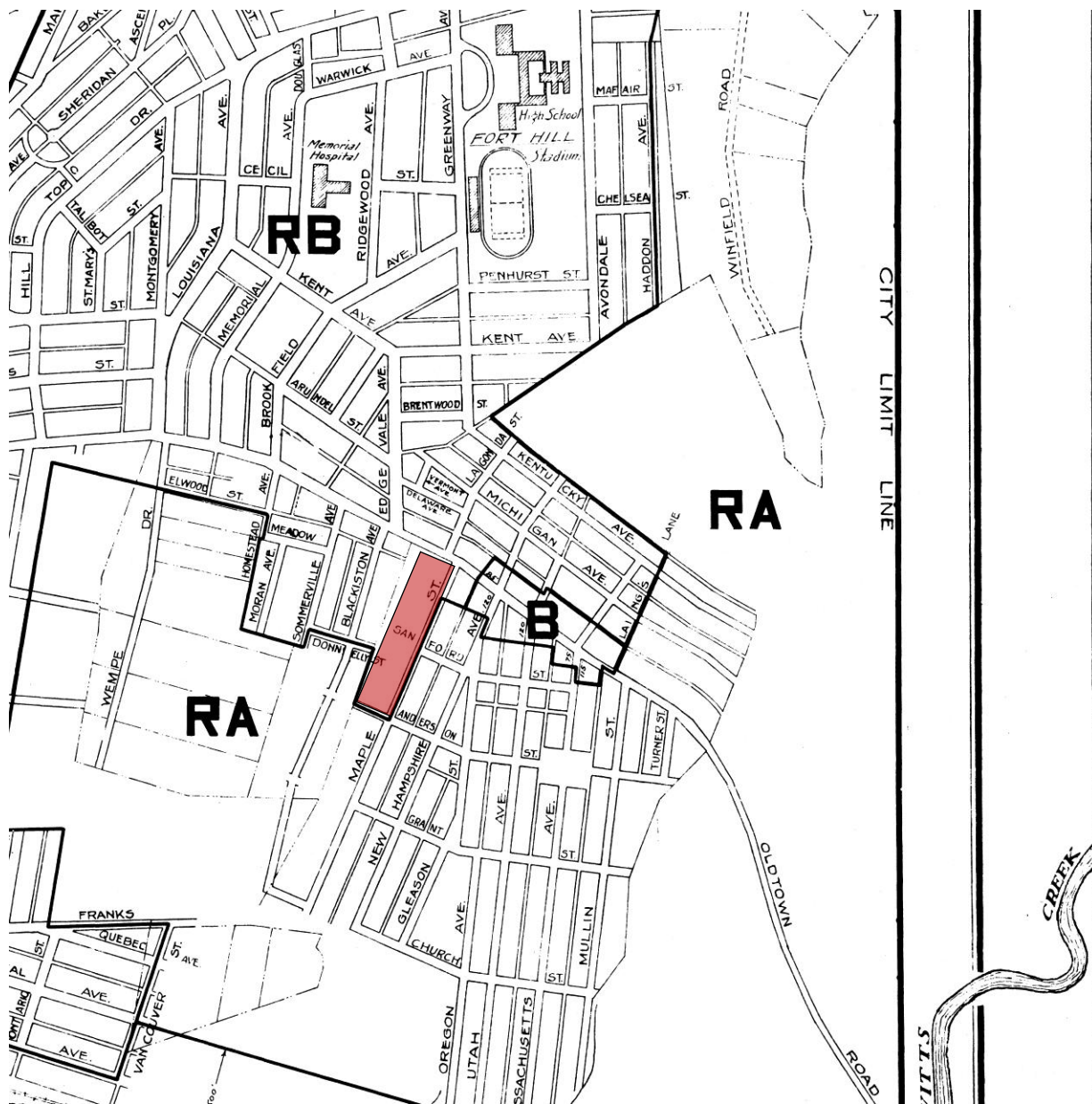
LEGEND

RA = RESIDENTIAL A DISTRICTS	A	DISTRICTS
RB = " " B " "	B	" "
RC = " " C " "	C	" "
B = BUSINESS		
I = INDUSTRIAL		

THE ZONING ORDINANCE
NO. 113
PASSED JULY 10, 1944

NOTE: This map was prepared from the original zoning map of the City of Cumberland, Maryland, as amended to July 10, 1944.





ORDINANCE NO. 1895

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE TO AMEND ORDINANCE NO. 1776, THE ZONING ORDINANCE OF THE CITY OF CUMBERLAND, BY CHANGING THE BOUNDARIES OF CERTAIN DISTRICTS AS SHOWN ON THE ZONING DISTRICT MAP."

WHEREAS, The Municipal Planning and Zoning Commission for the City of Cumberland, Maryland, has made a preliminary report with reference to changing the boundaries of certain districts as shown on "The Zoning District Map," and has held a public hearing thereon and has submitted its final recommendations as to such changes; and

WHEREAS, in accordance with Section 29 of Ordinance No. 1776, the City Council has held a public hearing at which all parties in interest and citizens have had an opportunity to be heard in relation to such proposed changes, and the Mayor and City Council has given fifteen (15) days notice of the time and place of said hearing in a paper of general circulation in the City, and has otherwise complied with said Section 29.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Ordinance No. 1776 entitled, "The Zoning Ordinance of the City of Cumberland," and The Zoning District Map which is a part thereof, be and the same are hereby amended to provide the following changes in boundaries of certain of the Zoning Districts as shown on "The Zoning District Map" to reclassify certain areas from Residential to Business:

1. Make McMullen Highway BUSINESS from a point 440 feet from Sandringham Circus, the boundary line of the First Addition to the Dingle as revised May 25, 1937, to present Industrial District.

JUL 14 1960
JUL 24 1960

2. Make all that area BUSINESS between Wills Creek and present Industrial District which parallels Baltimore and Ohio Railroad, from present Industrial District west of Franklin Street to present Business District on North Mechanic Street and to present Business District on westerly side of North Centre Street.
3. Make Hay Street BUSINESS from Baltimore and Ohio Railroad to its end.
4. Make Henderson Avenue BUSINESS from Bedford Street to Franklin Street.
5. Make Valley Street BUSINESS from North Mechanic Street to Walnut Street, except that part which is now Industrial.
6. Make Bedford Street BUSINESS from North Mechanic Street to Decatur Street, except that part which is now Industrial.
7. Make Frederick Street BUSINESS from North Mechanic Street to Linden Street, except that part which is now Industrial.
8. Make Decatur Street BUSINESS from Bedford Street to Baltimore Avenue.
9. Make easterly side of Charles Street BUSINESS from present Business District to Decatur Street.
10. Make Fulton Street BUSINESS from present Business District to Decatur Street.
11. Make Glenn Street BUSINESS from present Business District to Decatur Street.
12. Make Baltimore Avenue BUSINESS from its intersection with Baltimore Street to City Limits.
13. Make Park Street BUSINESS entire length, excepting that part which is now Industrial.
14. Make Williams Street BUSINESS from the City Limits to Hill Top Drive, including Lots Nos. 12, 13, 14, 15 and 16, Block 17, Johnson Heights; provided, however, that no buildings be erected on said lots less than 30 feet back from the street line.
15. Make Oldtown Road BUSINESS from Maryland and Virginia Avenues to City Limits.
16. Make easterly side of Thomas Street BUSINESS from Oldtown Road to Virginia Avenue.
17. Make Laing Avenue BUSINESS from Virginia Avenue to Vancouver Street, excepting that part which is now Industrial.

7-31-55
 Deleted in
 amendment on
 second reading
 H. W. H. H.

18. Make East and West Offutt Street BUSINESS, entire length, excepting those sections now Industrial.
19. Make Lafayette Avenue BUSINESS from present Industrial District to River Avenue.
20. Make Lexington Avenue BUSINESS from King Street to Magnolia Street.
21. Make King Street BUSINESS from Virginia Avenue to end, excepting that part which is now Industrial.
22. Make West Elder Street BUSINESS from Virginia Avenue to present Industrial District.
23. Make Elizabeth Street BUSINESS from Lafayette Avenue to present Industrial District.
24. Make West Mary Street BUSINESS from Virginia Avenue to present Industrial District.
25. Make northerly side of Magnolia Street BUSINESS from River Avenue to present Industrial District.

SECTION 2. AND BE IT FURTHER ORDAINED, That the "Zoning District Map" forming a part of Ordinance No. 1776, be, and the same is hereby amended as provided in Section 1 hereof, and the said map, as amended, is hereby declared to be a part of this Ordinance, and the districts designated on said amended map are hereby established and made a part hereof.

SECTION 3. AND BE IT FURTHER ORDAINED, That this Ordinance shall take effect from the date of its passage.

Passed this 31st day of July, 1950.

Thomas S. Post

THOMAS S. POST
MAYOR

ATTEST:

Wallace G. Ullery
WALLACE G. ULLERY
CITY CLERK

File Attachments for Item:

. Order 26,737 - approving the award of \$5,000 in Canal Place Preservation District Residential Facade Improvement Program Funds to 224 Washington Street, owned by Joshua Adrian and Jarrett Perlow

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

ORDER NO. 26,737

DATE: December 1, 2020

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

THAT, the following Canal Place Preservation District Residential Façade Improvement Program project application be and is hereby recommended.

Joshua Adrian & Jarrett Perlow	224 Washington Street	\$5,000.00
Total		\$5,000.00

Raymond M. Morriss, Mayor

City of Cumberland General Fund

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL
JEFF RHODES, KEN TRESSLER

FROM: KATHY MCKENNEY

SUBJECT: FAÇADE IMPROVEMENT GRANT PROGRAM STAFF RECOMMENDATION

DATE: 11/16/20

On September 30, 2020 the Department of Community Development received a total of 4 applications for the Canal Place Preservation District Residential Façade Improvement Program. Applicants had to have a residential property located within the Canal Place Preservation District, their request could not exceed \$5,000 and they were required to match their request dollar for dollar.

Following receipt of the completed applications, department staff evaluated all applications using a score sheet that was included with the application materials.

At this time, the review committee has recommended funding as follows:

- Joshua Adrian and Jarrett Perlow 224 Washington Street \$5,000.00

The following applications are not recommended for funding:

- Dr. Terry Williams 212 Washington Street
- Dr. Gregg Wolff 500 Washington Street
- Mona Harb 519 Washington Street

Since all available funds have not been obligated, an additional funding round will be announced and expanded to residential properties within designated National Register of Historic Places Districts.

Funded by City of Cumberland General Fund

Council Agenda Summary

Meeting Date: December 1, 2020

Key Staff Contact: Kathy McKenney, Historic Planner/Preservation Coordinator

Item Title:

Historic District Facade Improvement Program Funding Recommendation

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

On September 30, 2020 the Department of Community Development received a total of 4 applications for the Canal Place Preservation District Residential Façade Improvement Program. Applicants had to have a residential property located within the Canal Place Preservation District, their request could not exceed \$5,000 and they were required to match their request dollar for dollar.

Following receipt of the completed applications, department staff evaluated all applications using a score sheet that was included with the application materials.

At this time, the review committee has recommended funding as follows:

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- Dr. Terry Williams 212 Washington Street
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- Mona Harb 519 Washington Street

Since all available funds have not been obligated, an additional funding round will be announced and expanded to residential properties within designated National Register of Historic Places Districts.

Funded by City of Cumberland General Fund

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,738 - authorizing the Mayor to sign and accept a FY21 Maryland Heritage Area Authority Grant Agreement in the amount of \$5,000 for emergency repairs to Washington's Headquarters Cabin

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

ORDER NO. 26,738

DATE: December 1, 2020

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

THAT, the Mayor be and is hereby authorized to sign and accept a FY21 Grant Agreement from the Maryland Heritage Areas Authority (MHAA) in the amount of Five Thousand Dollars and No Cents (\$5,000.00) for repairs to Washington's Headquarters Cabin.

Raymond M. Morriss, Mayor

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland (“**MHAA**”) and Mayor and City Council of Cumberland, a local government, a body politic and corporate formed under the laws of the State of Maryland (the “**State**”), with its principal office located at 57 N. Liberty Street, Cumberland, MD 21502 (the “**Grantee**”).

RECITALS

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation marketing, or programming of certified heritage areas (the “**Program**”), as further described in the MHAA Grant Program Guidelines (the “**Guidelines**”), and the MHAA Grant Program Manual (the “**Manual**”), as may be amended from time to time, and which are posted online at <https://mht.maryland.gov/heritageareas.shtml>;
- B. Consistent with the Act and the Regulations, MHAA has found that, during the COVID-19 public health crisis and the state of catastrophic health emergency proclaimed by the Governor of the State of Maryland on March 5, 2020 (the “**State of Emergency**”), providing financial assistance to MHAA’s capital grant grantees to cover emergency operating expenses will help enable these grantees’ continued viability and continued contributions to certified heritage areas, and is essential to carrying out the statutory purposes of the heritage areas program.
- C. By Resolution R-700 adopted on July 9, 2020, MHAA approved the use of up to Twenty Thousand and 00/100 Dollars (\$20,000) of each FY21 MHAA capital grant awarded, at Grantee’s option, for Grantee’s eligible COVID-19 -related operating expenses defined as “**Eligible Expenses**” in **Exhibit A** of this Agreement;
- D. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- E. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

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

1. Grant and Project Terms.

- a. **Grant Purpose.** The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$5,000.00 (the “**Grant**”) to assist the property known as George Washington's Headquarters Cabin, located at 40 Greene Street Cumberland, MD 21502 (the “**Property**”), for the activities set forth and described in **Exhibit A** of this Agreement; and
 - (i) pay for Grantee’s Eligible Expenses, as defined and set forth in **Exhibit A** of this Agreement.
 - (ii) Grantee shall use the Grant only to assist the Property and to pay for Eligible Expenses (together, the “**Project**”), as further described in the attached **Exhibit A – Project Requirements** (the “**Scope of Work**”), and shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement;
- b. **Grant Term.** This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Project Completion Report as set forth in Section 9.c of this Agreement (the “**Termination Date**”).
- c. **Project Timetable.** Grantee may commence the Project on the applicable Project Commencement Date set forth in the **Exhibit A** (the “**Project Timetable**”) and shall diligently pursue completion of the Project by the applicable Project Completion Date set forth in the Project Timetable.
- d. **Extensions.** At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.
- e. **Project Consultants.** Upon MHAA’s request, the Grantee shall submit for MHAA’s review and approval the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

2. Grantee's Contribution.

Grantee shall provide an equity contribution to the Project in an amount equal to the Grant (the “**Grantee's Contribution**”), which may be comprised of a combination of any amount of cash and in-kind contribution. The Grantee’s Contribution must be approved by MHAA, and is further described in **Exhibit A – Grantee's Contribution**, and in the budget set forth in **Exhibit B** (the “**Project Budget**”). Grantee’s Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources;

provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee's Project Completion Report, Grantee must provide to MHAA such information and documentation regarding Grantee's Contribution in form and content as may be required or requested by MHAA.

3. Grant Documents.

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

- a. This Agreement;
- b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);
- d. If Grantee is a non-profit entity, a Contract Affidavit (Attachment 2);
- e. If Grant Amount is equal to or more than \$90,000, a Minority Business Enterprise Plan (Attachment 3) must be submitted and approved by MHAA; and
- f. Any other document or instrument that may be required by MHAA.

4. Easement and Preservation Requirements for Capital Projects.

If required in Exhibit A – Special Conditions: Easement and Preservation Requirements, Grantee shall execute, or cause the owner of the Property to execute an easement or preservation agreement, or a modification of these documents, satisfactory in form and content to the Maryland Historical Trust ("MHT"). The requirements related to easements and preservation are set out in the Guidelines and Manual.

5. Expenditure of Grant Proceeds.

- a. Grantee shall expend the Grant in accordance with the Project Budget. The addition or deletion of line items in the Project Budget must be approved by the MHAA staff member set forth in Section 17.a. of this Agreement, who shall serve as the project monitor for this Project (the "Project Monitor").
- b. Grantee may incur Project expenses commencing on the applicable Project Commencement Date shown on the Project Timetable. All costs incurred by Grantee before the applicable Project Commencement Date are incurred voluntarily, at Grantee's risk and upon its own credit and

expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.

- c. All Grant funds shall be expended on or before the applicable Project Completion Date.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.
- e. MHAA must approve changes to the Project Budget as noted in Section 5.a above, the Scope of Work, or any other material term of this Agreement as determined by MHAA. The requirements related to amendments to the Project Budget and the Scope of Work are set out in the Manual.

6. Construction Requirements; Historic Properties.

- a. If the Property is listed in or eligible for listing in the Maryland Register of Historic Properties and the Project (i) is being financed by the State, including State tax credits; or (ii) is subject to an existing easement held by MHT; or (iii) will be subject to an easement required in **Exhibit A – Special Conditions: Easement and Preservation Requirements**, then, prior to any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property (collectively, the “Work”), Grantee shall have obtained all required approvals from MHT of the Work and the Project plans and specifications. Grantee shall construct the Project in accordance with any plans and specifications approved by MHT. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without the prior written approval from MHT. Grantee shall ensure that all Work performed on historic properties is consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR 68), as determined by MHT. The requirements relating to MHT Project review and approvals are set out in the Manual.
- b. Prior to commencing work on the Property
 - (i) Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence the work.
 - (ii) On or before the applicable Project Completion Date, Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfy all requirements necessary to operate the Project.
 - (iii) Grantee shall cause the Property to be insured against loss or damage;
 - (iv) During the term of the Agreement, Grantee shall permit MHAA and MHT, its agents and employees to enter upon and inspect all work performed in connection with the Project.

All work performed in connection with the Project is subject to approval by MHAA and MHT;

- (v) Grantee shall ensure that all work performed in connection with the Project shall be performed in a good and workmanlike manner and shall comply with all applicable local, state and federal laws and ordinances; and
- (vi) No approvals or inspections by MHAA or MHT of the Project during construction shall constitute a warranty or representation by MHAA or MHT, or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent representative or designee of MHAA and MHT are performed solely for the benefit of MHAA and MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.

7. Disbursement of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee as the Project progresses. Disbursements will be based upon requests for disbursement (a “**Request for Disbursement**”) submitted by Grantee through MHT’s online grants software system. All Requests for Disbursement shall be satisfactory to MHAA and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.
- b. At Grantee’s option and provided that Grantee is not in default under this Agreement, MHAA shall disburse up to Twenty Thousand and 00/100 Dollars (\$20,000) of the Grant to Grantee for Eligible Expenses as follows:
 - (i) If the Grant is more than Forty Thousand Dollars (>\$40,000), the first disbursement shall be equal to fifty percent (50%) of the Grant and shall include up to Twenty Thousand and 00/100 Dollars (\$20,000) for Eligible Expenses.
 - (ii) If the Grant is equal to or less than Forty Thousand Dollars (≤\$40,000), and Grantee is using the first disbursement entirely for Eligible Expenses, Grantee may request that the first disbursement be in an amount equal to either of: (a) fifty percent (50%) of the Grant; or (b) up to Twenty Thousand and 00/100 Dollars (\$20,000) not exceeding the amount of the Grant.
- c. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:
 - (i) Grantee has complied with the Special Conditions set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant to MHAA’s satisfaction; and

- (ii) If Grantee is a nonprofit entity, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing and duly registered to do business in the State with the Maryland Department of Assessments and Taxation; and
- d. The final disbursement of Grant funds will be disbursed to Grantee in accordance with a Request for Disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the due date set forth in the Project Timetable (the “**Project Completion Report Due Date**”), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;
 - (iii) Grantee’s submission of final financial documentation of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and
 - (iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHAA.
- e. The requirements related to Requests for Disbursement are set out in the Guidelines and Manual.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement, or in an easement, a preservation agreement or a modification of these documents with respect to the Property;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;

- (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHAA's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA, if applicable;
 - (viii) At any time an easement or preservation agreement required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason, if applicable.
 - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
 - (x) Grantee has not expended the Grant funds necessary to complete the Project by the applicable Project Completion Date; or
 - (xi) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
- (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;

- (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
- (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement;
- (iv) Defaults under an easement or preservation agreement required under this Agreement shall be governed by the appropriate provisions of the easement or preservation agreement; and
- (v) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

9. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of the Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 3 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a mid-project report (a "**Mid-Project Report**") by the due date set forth in the Project Timetable (the "**Mid-Project Report Due Date**"). Upon request by MHAA, Grantee shall submit progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual.
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.

- f. The Grantee shall submit a project completion report (a “**Project Completion Report**”) by the applicable Project Completion Report Due Date, which report must be approved by MHAA prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Guidelines and Manual.
- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

10. General and Special Covenants.

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual, as may be amended from time to time. Grantee acknowledges receipt of the Manual, which Manual is hereby incorporated by reference in this Agreement.
- c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE, IN ACCORDANCE WITH MARYLAND RULE 2-611 OR 3-611, AS APPLICABLE, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.
- e. The Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations

(collectively, the “**Work**”). MHAA and MHT shall have the right to use the Work without restriction or limitation, and without compensation to Grantee.

11. Grantee’s Support Acknowledgments.

With respect to all Project related (i) public events such as interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.
- c. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.
- d. The Grantee shall obtain review and approval of the materials listed above which are funded by the Grant prior to production of such materials.

12. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. If Grantee is a business entity, Grantee is duly organized and validly existing under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date.
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;

- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

13. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices, including MHAA's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHAA.

- d. Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA.

14. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq.; and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02, (together the "**County Indemnification Statutes**"), all as amended from time to time.

15. Environmental Certification and Indemnification.

Grantee makes the following certifications and indemnification regarding the environmental conditions on the Property:

- a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, state or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property; and (iii) ensure that, to the Grantee's best knowledge, the Property is in compliance with all applicable federal and state environmental laws and regulations.
- b. Grantee shall comply with all federal, state, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property.
- c. Grantee shall indemnify and hold MHAA, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees and court costs, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

16. Insurance.

- a. Grantee shall carry hazard, general commercial liability, general contractor, title or flood insurance as applicable to the Property or the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of required insurance coverages upon request by MHAA.
- b. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.

17. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Jennifer Ruffner, Project Monitor

- b. Communications to Grantee shall be mailed to:

Kathy McKenney
Community Development Programs Manager
Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502

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

19. Amendment. Except as provided in Section 1.d. above, minor amendments to this Agreement, may be amended from time to time upon written or emailed request for amendment from either party to the Agreement, and written or emailed response agreeing to the amendment from the other party. Significant and material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties.

20. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.
21. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
23. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
24. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.
25. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee's attorneys' fees, if any.
26. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.
27. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.
28. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.
29. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a "PDF" or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

WITNESS our hands and seals, all as of the Effective Date.

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____ (SEAL)

Name: _____

Title: _____

MARYLAND HERITAGE AREAS AUTHORITY

By: _____

Jeffrey Cann
Assistant Secretary of Operations, Department of Planning
Designee for the Chairman
Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency on _____

Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Exhibit B	Project Budget
Attachment 1	Assurance of Compliance

Paralegal Review _____

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds and Grantee's Contribution will be used by the Grantee as follows:

Project Summary:

The Grant and Grantee's Contribution will fund repairs to the Property, including repairs to the roof, walls, fireplace, windows, and porch. The Grantee's Contribution will also support removal of hazardous trees; and

At Grantee's option, up to Twenty Thousand and 00/100 Dollars (\$20,000) but not exceeding the amount of the Grant, for eligible operating expenses incurred by the Grantee during the period from March 5, 2020 until the date that is 90 days following the Governor's termination of the State of Emergency (the "**Period of Eligibility**"). Eligible Expenses include those expenses incurred by the Grantee during the Period of Eligibility as a direct result or consequence of the economic impacts of the COVID-19 State of Emergency, and that: (i) are necessary for the Grantee to sustain its current operations, as may be modified to adapt to the State of Emergency; and (ii) the Grantee is unable to cover without Grant funds (collectively, the "**Eligible Expenses**").

The scope of work is further described in **Exhibit B** – Project Budget.

Property Description:

George Washington's Headquarters Cabin
40 Greene Street
Cumberland, MD 21502

PROJECT TIMETABLE

7/9/2020 March 5, 2020	<p>“PROJECT COMMENCEMENT DATE”: Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for approved Property-related Project costs incurred on or after this date.</p> <p>Eligible Expenses Commencement Date: The COVID- 19 State of Emergency operating expenses defined as Eligible Expenses in the Project Summary above may be incurred on or after this date.</p>
2/26/2021	<p>“MID-PROJECT REPORT DUE DATE”: Grantee must submit online a Mid-Project Report (as described in Section 9 of the Agreement and in the Manual), including all required financial documentation with a completed Request for Disbursement.</p>
1/31/2022 On or before the date that is 90 days following the Governor’s termination of the State of Emergency	<p>“PROJECT COMPLETION DATE”: All Property-related work items detailed in <u>Exhibit A</u> completed. All Property-related Project costs to be reimbursed by Grant funds must be incurred.</p> <p>Eligible Expenses Completion Date: All COVID- 19 State of Emergency operating expenses defined as Eligible Expenses in the Project Summary above to be reimbursed by Grant funds must be incurred.</p>
3/31/2022	<p>“PROJECT COMPLETION REPORT DUE DATE”: Grantee must submit to Project Monitor a Project Completion Report (as described in Section 9 of the Agreement and in the Manual) on both the Property and the COVID-19 State of Emergency Eligible Expenses portions of the Scope of Work, including all Project deliverables as well as all required financial documentation, with a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.</p>

GRANTEE'S CONTRIBUTION

MHAA GRANT	\$5,000.00
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GRANTEE'S TOTAL REQUIRED CONTRIBUTION	\$5,000.00
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EXHIBIT B
PROJECT BUDGET

Line Item No.	Work Item (Description)	Grant Funds	Grantee's Contribution	Other Project Costs	Total Project Cost
1	Repairs to Washington's Headquarters Cabin	\$5,000.00	\$3,630.00		\$8,630.00
7	Hazardous Tree Removal		\$1,370.00		\$1,370.00
	TOTALS	\$5,000.00	\$5,000.00	\$0.00	\$10,000.00

ATTACHMENT 1

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

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

HEREBY AGREES THAT IT WILL COMPLY WITH:

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

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

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

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

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

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

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

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

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

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Name: _____

Title: _____