



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

Regular Meeting
City Hall Council Chambers

DATE: May 21, 2019

6:15 P.M. - Convene in Open Session

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of Closed Meeting held May 14, 2019

Presentations

1. Comments to be received from Burgmeier's Hauling on the City's trash and recycling program

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for April, 2019

(B) Engineering

1. Engineering Division monthly report for April, 2019

(C) Fire

1. Fire Department monthly report for April, 2019

(D) Utilities - Flood, Water, Sewer

1. Utilities Division (water / flood / sewer) monthly report for April, 2019

Approval of Minutes

1. Approval of the Regular Session Minutes of March 5, April 2, and April 16, 2019

Public Hearings

1. Public Hearing to receive comment regarding the City's intent to not adopt the State's recommended Constant Yield Tax Rate and instead hold to the City's current real property tax rate of \$1.0595 per \$100 of assessed value
2. Public Hearing to receive comment on the proposed Zoning Map Amendment (ZMA #12-04) requested by First Peoples Community FCU to rezone six (6) parcels of land at the intersection of Elm Street and Spring Street from Urban Residential (R-U) to Business Commercial (B-C) to allow for the construction of a free-standing, single story credit union building with drive through

New Business

(A) Resolutions

1. **Resolution No. R2019-02** - approving the application and receipt of financing for 2019 Community Legacy Projects

(B) Ordinances

1. **Ordinance No. 3848 (*1st reading*)** - providing for the City Tax Levy for FY20 (Real Estate 1.0595 per \$100 of assessed value / Personal Property 2.648 per \$100 of assessed value)
2. **Ordinance No. 3849 (*1st reading*)** - providing for the annual appropriation for the General Fund for FY20
3. **Ordinance No. 3850 (*1st reading*)** - providing for the annual appropriation for the Water Fund for FY20
4. **Ordinance No. 3851 (*1st reading*)** - providing for the annual appropriation for the FY20 Sewer Fund
5. **Ordinance No. 3852 (*1st reading*)** - providing for the annual appropriation for the Special Purpose Funds for FY20
6. **Ordinance No. 3853 (*1st reading*)** - to repeal and reenact, with amendments, Section 24-86 of the City Code to provide for a water rate increase, effective July 1, 2019
7. **Ordinance No. 3854(*1st reading*)** - to repeal and reenact Section 21-8.1(a) of the City Code to provide new rates for refuse collection effective July 1, 2019
8. **Ordinance No. 3855 (*1st reading*)** - to repeal and reenact with amendments Section 17-26 and 17-27 of the City Code regarding establishment of the Planning and Zoning Commission to correct references to the Annotated Code, clarify the role of the members, provide for an alternate member, include a residency requirement, and incorporate statutory provisions regarding removal of members

(C) Orders (Consent Agenda)

1. **Order No. 26,450** - accepting the sole source proposal from Gwin Dobson & Foreman to provide construction phase engineering services associated with the Water Reclamation

Facility Aeration Blower Replacement Project (23-18-WWTP) for the estimated lump sum fee of \$38,950

- [2.](#) **Order No. 26,451** - authorizing execution of a Cellular Tower Ground Lease Agreement with Shenandoah Mobile, LLC regarding their use of a parcel of land in Constitution Park and granting certain easements for the installation of a communications tower for an initial term of five (5) years, subject to four (4) renewal periods of five (5) years each; yearly rent of \$12,000 subject to annual adjustments; and being contingent upon approval of the Board of Zoning Appeals and obtaining necessary building permits and other government approvals
- [3.](#) **Order No. 26,452** - authorizing execution of a Donation Agreement with Millard D. Robertson (Donor) regarding property at 101 North Cedar Street (Tax Acct. No. 04-006852 / Allegany County Land Records Book 548, page 539), authorizing acceptance of the deed, allowing for the extension of the closing date if necessary, and authorizing the City Administrator and City Solicitor to sign documents necessary for the transfer
- [4.](#) **Order No. 26,453** - reappointing Thomas Farrell to the Zoning Board of Appeals for a three-year term that will be effective retroactive to January 15, 2019 and continuing through January 15, 2022
- [5.](#) **Order No. 26,454** - authorizing the Chief of Police to accept a State Aid for Police Protection (SAPP) Fund Grant for FY20 in the amount of \$493,136 for the period 7/1/19 – 6/30/20 to be used to provide adequate police protection in the city of Cumberland
- [6.](#) **Order No. 26,455** - lifting the provisions of Section 11-113 of the City Code, entitled “Open Containers of Alcohol,” in Constitution Park from 5 PM until 10PM on Wednesday, May 22, 2019 to accommodate the Pre DelFest event in the park; notwithstanding that open glass containers shall not be permitted

Letters / Petitions

- [1.](#) Letter from the City Clerk advising that the petition period for Charter Amendment Resolution Nos. 145, 146, and 147 have passed and no petitions for referendum were filed, therefore each Charter Amendment became effective the 24th day of April, 2019
- [2.](#) Letter from the South Cumberland Library requesting permission to close a portion of First Street in front of the Library's main entrance and parking lot from 4 PM - 8 PM on June 20, 2019 for a community block party. The Police, Fire, and Public Works Departments have reviewed this request and have expressed no concerns with regard to the event.

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

Administrative Services Monthly Report for April, 2019

May 21, 2019

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Management Information Systems (MIS) Department

April 2019

Statistics

361 completed help desk requests
260 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with Community Development on new software deployment project
- Continued working with vendor on agenda system replacement
- Continue deploying new antivirus endpoint protection
- Continue making network changes to update our environment and improve security

Parks and Recreation

April 2019

Reservations for the Six covered Pavilions at Constitution Park continue to be taken for the 2018 season. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion.

28 Reservations were received in the month of April.

Usage of the Pavilions – Month of April – 4 pavilions reserved and used

Field and court usage for the month of April:

Middle School and College:

Allegany College of MD women's softball (Cavanaugh & Mason)

Washington Middle School – Girls Softball (Cavanaugh & Mason)

Spring Soccer Leagues:

YMCA Youth Soccer League

AVID Soccer Club - Practice

Tennis Teams:

Bishop Walsh Boys – Park Courts

Practices

Dapper Dan League began practices at Long and Al Abrams Fields

The Girls Softball League began regular league games April 29

Cumberland Baseball League at Nonnenmann

Adult Leagues at Mason Complex

Most Leagues began practice in April:

Coed Softball League (regular league play began April 7)

Industrial League – (regular league play began April 29)

Tournament

Fort Hill Girls Tournament – April 6 – Mason Sports Complex Fields

School marble tournament play continues in local schools to determine school champions to participate in the City tournament May 14 –Girls, May 15 – Boys, at the Constitution Park Marble Ring area. Six Elementary and Middle schools are participating this year.

Co-ed Volleyball League - 8 teams, 64 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown. 3 weeks of tournament play in April concluded the league for the season.

Attendance 160

Annual Easter Egg Hunt - Held Friday April 19 – Coordinated by the Parks & Recreation Department assisted by Allegany County Maryland Extension Office. Eggs filled by volunteers from the Finan Center. Prizes awarded in age groups for prize eggs. Prizes donated by local businesses and individuals. 4-H youth provided a petting zoo of bunnies, and other farm animals. Approximately 300 Children ages 12 and under participated.

Meetings attended:

- Regular Monthly Meeting of the Recreation Advisory Board -4/8/18
- Regular Thursday staff meetings
- Training for Square program with iPad

Areas of work

- Continue to coordinate league and field usage between leagues, maintenance, and department office.
- Park Pool 2019 season – continue to work with Amy Nazelrod.
- Summer Day camp program planning
- Summer Lunch program coordination – Meeting May 3, in Columbia MD
- Daily Pavilion reservation
- 71st Annual Battie Mixon Fishing Rodeo
- Outdoor movies in the park schedule

- "Sunday in the Park Concert Series"

Upcoming – for May

- Constitution Park Watchman begin work May 1 with weekends only until pool opening
- Pool season preparation – Pool opening set for Saturday May 25
- Staff meeting for pool staff Sunday May 19
- City Marble Tournament May 13 & 14
- Recreation Advisory Board May Meeting (May 13)
- Prepare for Constitution Park Day Camp program
- Day of Caring and Sharing Friday May 17
- Sunday in the Park Concert Series begins Sunday May 26 with The Potomac Concert Band
- 71st Annual Battie Mixon Fishing Rodeo – Saturday June 1

Community Development

April 2019

CODE COMPLIANCE

Code Enforcement Activity:

April: 58 new property reports with 31 of those closed.
Closed 15 ad'l cases from previous months.

Nuisance & Junk Vehicle

Reported 46
Resolved 23

Property Maintenance

Reported 13
Resolved 4

Building Code

Reported 0
Resolved 0

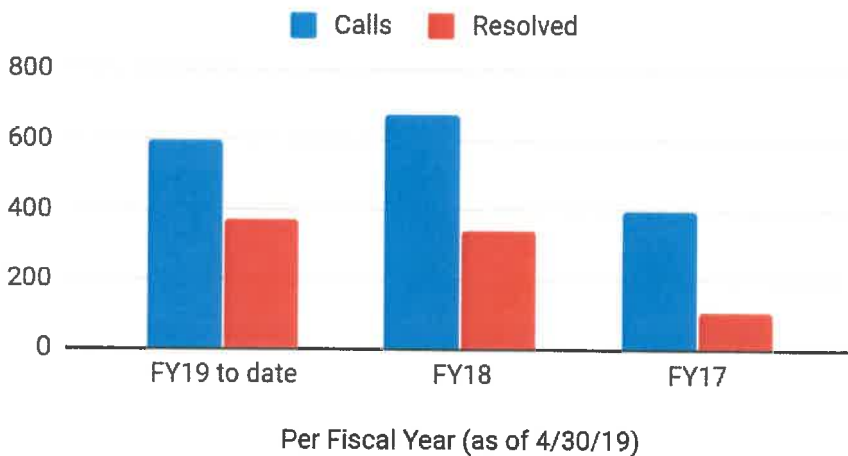
Housing Code

Reported 2
46 Resolved 1

Zoning

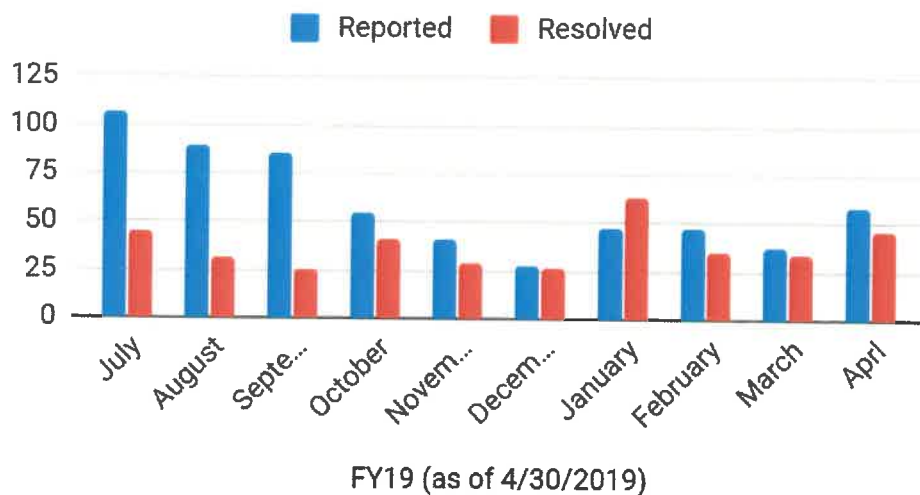
Reported 3
Resolved 2

Calls vs. Resolved



Note: CD is up 133% on resolving cases vs. reports compared to FY17. 23% increase from FY18.

Reported vs. Resolved Per Month



Permits, Applications, and Licenses

Building Permits

Received: 7
Issued: 4

Occupancy Permits/Plan reviews, etc.

Received: 8
Issued: 4
Received: 0

COA Permits

Received: 1
Issued: 1

Rental Licenses

Issued/Renewed: 52
Issued: 52

Housing Inspections

Conducted: 37
Passed: 37

Revenue

Building Permits.....\$6,145.00
Bldg. Permits, Miscellaneous.....244.00
Occupancy Permits225.00
Utility Permits.....0.00
Plan Reviews, Amendments & Appeals0.00
Municipal Infractions/Citations0.00
Rental Licenses (new & renewals)5,250.00
Inspection Requests (paid).....0.00
Certificates of Appropriateness.....30.00

TOTAL\$11,864.00

Demolition Permit - Bonds.....\$0.00

Community Services Activity (notable from norm):

- Attended 5 work sessions with CitizenServe Software
 - Prepared needed code form letters and top violation list.
- Assisted Mgr. on creation of Demolition Process Procedure for Dept.

- National Night Out (8/6/19) planning has begun
 - Parks & Rec partnering again for Kick Off – Free Swim & Movie (8/5/19)
 - 43 organizations are involved to date

COMMUNITY DEVELOPMENT PROGRAMS

CDBG 3rd Quarter Reports-Period of January 1, 2019-March 31, 2019

- Mechanic Street Sidewalk/Infrastructure 2015-2018 Funds-awaiting SHA approval of changes to original job description. Construction has begun. No draws to date.
- Cumberland Street sidewalk-project out to bid; held up; no draws to date.
- CNHS Closing Cost Grant 2016- Completed and remaining funds reprogrammed to JFV sidewalk project which is underway.
- Bellevue Sidewalk 2017- will be bid this spring; awarded over \$79,000 in 2019
- Cavanaugh Ballfield 2017- project complete!
- YMCA Lower Level Rehab Ph 4 2018- Request for Release of Funds has been sent; awaiting HUD; scheduling the contract meeting for May
- CNHS Closing Cost grant 2018- no grants this quarter
- Friends Aware Facility Rehab Ph 4 2018- Construction underway
- Salvation Army Rehabilitation 2018-Contract has been out since February; CDBG was not shared with their headquarters by the applicant/staff, legal departments looking over all the CDBG. From February to May.
- Central Bus District Commercial Accessibility Design 2018- in development
- City Hall Accessibility 2018- Canceled. Funds re-programmed due to no matching funds acquired.
- Family Crisis Resource Center 2018- 903 people served to date
- JFV Sidewalk project Ph 3; 2018 -Construction is underway.
- Archway Station Health Home Program 2018- complete and hiring to begin service May/June 2019
- Associated Charities Short Term Prescription Program 2018- 105 people benefited to date
- Associated Charities Long Term Prescription Program 2018-52 people benefited; 77 prescriptions received
- Family Junction Parenting program 2018-One 12 wk parenting workshop; 17 families participated, 30 children were affected
- Friend's Aware Transportation 2018- Car purchased; complete and reporting benefit
- HRDC Emergency Housing Assistance/homeless prevention 2018- 81 households utilized funds to continue living in their homes
- AHEC West Denture 2018- 6 individuals provided with dentures; 5 disabled, 1 elderly and 1 fem hoh
- AHEC West Dental Access Program 2018 - 22 individuals received treatment

Community Development Block grant (CDBG) Monthly Activity: April 2019

Activity	Year	Initial Funding	Environ- mental Review	Contract	Spent	Remain	% Complete
Balt/Amtrak Infrastructure Imps; Downtown Benches	2013	\$148,818.06	x	x	\$143,683.00	\$5,135.06	96.09%
Balt/Amtrk Infrastructure Imps/Mechanic St	2014	\$181,820.00	x		\$48,300.00	\$133,520.00	26.56%
NM /Property Improvements Prog	2015	\$10,000.00	x		\$2,482.86	\$7,517.14	24.83%
CNHS Closing Cost Grants	2016	\$32,000.00	x	x	\$12,212.35	\$19,787.65	38.16%

ADA Sidewalk Imps (Cumberland St)	2015	\$50,000.00			\$18,117.54	\$31,882.46	36.24%
YMCA Rehabilitation Phase 2 (lower Level)	2016	\$67,981.00	x	x	\$67,981.00	\$0.00	100.00%
HRDC Rental Rehabilitation (3)	2016	\$25,533.00	x	x	\$0.00	\$25,533.00	0.00%
Goethe Street ALU	2016	\$138,040.02	underway		\$0.00	\$138,040.02	0.00%
Amtrak Phase 2 - Mechanic St.	2015 & 16	\$97,811.00	x		\$0.00	\$97,811.00	0.00%
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	\$15,500.00	x	x	\$0.00	\$15,500.00	0.00%
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	\$60,489.21	x	x	\$0.00	\$60,489.21	0.00%
Friends Aware, Inc. Residential Rehabilitation	2017	\$49,882.21	x	x	\$0.00	\$49,882.21	0.00%
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	\$80,003.81	x	x	\$70,489.20	\$9,514.61	88.11%
George St. ADA Sidewalks Project	2017	\$50,489.21	x		\$0.00	\$50,489.21	0.00%
CB Sidewalk funds Bellevue	2017	\$101,489.22			\$0.00	\$101,489.22	0.00%
Homestead Acquisition	2017	\$53,813.29	x	x	\$53,813.29	\$0.00	100.00%
Family Crisis Resource Center Shelter	2017	\$10,489.21	x	x	\$10,489.21	\$0.00	100.00%
Archway Station WRAP Youth Program	2017	\$3,096.21	x	x	\$2,001.84	\$1,094.37	64.65%
Short Term Prescription program	2017	\$7,489.21	x	x	\$7,489.21	\$0.00	100.00%
Long Term Prescription Program	2017	\$15,489.21	x	x	\$8,686.34	\$6,802.87	56.08%
Family Junction Parenting Program	2017	\$15,489.21	x	x	\$9,664.94	\$5,824.27	62.40%
Cavanaugh Ballfield - Imps. 2	2017	\$55,489.21	x		\$0.00	\$55,489.21	0.00%
HRDC Emergency Homeless Prevention Program	2017	\$20,489.21	x	x	\$9,818.31	\$10,670.90	47.92%
Denture Clinic 2017	2017	\$6,489.21	x	x	\$895.02	\$5,594.19	13.79%
Emergency Dental Access	2017	\$10,489.21	x	x	\$4,127.10	\$6,362.11	39.35%
Amtrk Infrastructure Improvements Phase 4	2017	\$50,489.21	x		\$0.00	\$50,489.21	0.00%
Correct on 5/16/18	PRE-	May 18 drw	POST	4/18 drw			

Respectfully submitted,



Jeff Rhodes
City Administrator

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						April 30, 2019	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	NO CHANGE This project has been complicated because of location of the sewer lines deep under the CSX Yards. The project has not been funded through MDE which will prevent us from moving forward. Engineering will continue to apply for funds and present this project at PACE until it is funded.	RLS	5/15/2019
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Filling of cell 1 for the leak test is underway. Anticipated completion of the test will be some time the week of 5/19/19. Construction of the pumphouse foundation is complete, leak testing to be scheduled. Overall construction status is 72% complete, based on payment applications submitted. Substantial completion target is currently early November, 2019	PJD	5/14/2019
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	COMPLETE	COMPLETE	KAR	5/14/2019
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	UPDATE - Project is on hold until project 40-18-FPM can be executed due to permitting through MDE and US Army Corps of Engineers	RLS	5/15/2019
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	NO CHANGE - Currently not a high priority project.	PJD	5/14/2019
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications (See also Project 2-17-FPM)	Construction	UPDATE Shipping Container blocking access to trees to be removed to complete project.	PTE	5/14/2019
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Closeout	UPDATE - Project complete, awaiting final reimbursement from SHA	JRD	5/15/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Construction	UPDATE: Belt Paving began work on April 1, 2019. Estimate one has been submitted for payment. Work is progressing in the area around the Public Safety Building and on Frederick Street. Mainly full depth patching and sidewalk replacements.	KAR	5/14/2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						April 30, 2019	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	UPDATE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	KAR	5/14/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	UPDATE Project continues. Stream sampling ongoing on a monthly basis pre storage and post storage. Three staff were certified for sampling in April.	RJK	5/16/2019
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	UPDATE Asset Management Program/Capital Improvement implementation. SOPs, Dashboard development and Workforce app are part of 2019 work.	RJK	5/16/2019
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Complete	First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	4/11/2018
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	1/3/2019
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	NO CHANGE - Work can start as soon as the Owner desires.	PJD	5/14/2019
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	EADS is developing a preliminary construction cost estimate, which is due the week of 5/13/19.	PJD	5/14/2019
2016	1-16-W	Willowbrook Road 12" Waterline Replacement	Replacement of 12" waterline along the NE side of Willowbrook Rd from the roundabout (Main Hospital Entrance) through the intersection of Country Club	COMPLETE	COMPLETE and closed out	KAR	5/14/2019
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	UPDATE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						April 30, 2019	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	NO CHANGE - This project is being placed on hold due to needs at other bridges. Once Baltimore Street and Cumberland Street are replaced, this project will proceed.	RLS	12/4/2018
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	UPDATE - 30% design has begun with final design being completed in 2020. WRA is currently directing sub-contractors to begin the NEPA evaluation	RLS	5/15/2019
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	UPDATE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing.	RLS	5/15/2019
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	UPDATE Sampling to resume May 2019.	RJK	5/16/2019
2017	09-17-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE One year extension of project will continue through FY 19	KAR	5/14/2019
2017	10-17-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE One year extension of project will continue through FY 19	KAR	5/14/2019
2017	13-17-RE	Constitution Park Sound Garden	A sound garden/sound park has been proposed of Constitution Park. This would be a collection of Outdoor Musical Instruments used for recreation and education.	COMPLETE	COMPLETE - Soundgarden has been installed as of early April 2019 within the existing playground across from the amphitheater. Kathy McKenney sent the final report to the Arts Council for the Placemaking grant. Parks and Recreation is coordinating with the Allegany Arts Council for a small ribbon cutting to announce its installation.	JAT	5/14/2019
2017	18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	UPDATE - The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future.	RLS	5/15/2019
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning	UPDATE App will be updated for new schedule as of July 1, 2019. Users may have to re-register.	RJK	5/16/2019
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	NO CHANGE	RJK	5/16/2019
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Planning	NO CHANGE	RJK	5/16/2019

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						April 30, 2019	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017	22-17-RE	Constitution Park and Area Plan (Bike & Walking Paths)	Using MPO Funds through Allegany County this project will work to develop a plan for paths through the Park and also provide connection link to City streets, as well as the WMHS (hospital) and ACM on Willowbrook Road.	Complete	COMPLETE - Final report is complete. Parks and Recreation is working on analyzing and implementing the plan. Engineering has offered to assist when needed.	JAT	5/14/2019
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Planning	UPDATE - No flow has been seen in manhole, waiting for Will's Creek water level to lower to reinspect. Leak appears to have been addressed by removing Burgmeier Septic. The underdrain pump has been removed and not odor is being detected. The situation will continue to be evaluated.	RLS	5/15/2019
2017	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	UPDATE Thirteen (13) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation.	RJK	5/16/2019
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	RFP for Engineering Services issued, proposals due 5/29/19.	PJD	5/14/2019
2018	02-18-RE	Cavanaugh Ball Field Lighting Project	Purchase and installation of new MUSCO lighting system planned for installation	Complete	COMPLETE Lights have been installed all new conduit and wire was installed.	KAR	5/14/2019
2018	03-18-SWM	First People's FCU ATM Site-415 Mechanic St	Site changes involving ATM facility and addition to existing garage, as well as milling and overlaying existing paved surface.	Design	SWM Plan approved.	PJD	6/8/2018
2018	04-18-SWM	Grand Avenue Gas Line	Columbia Gas project on Grand Avenue	Planning	Columbia Gas project	KAR	12/12/2018
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - MDOT has confirmed funding and appointed a consultant for the design of the bridge. Currently waiting for MDOT to provide notice to proceed to Jacobs/EBA to begin design work.	RLS	5/15/2019
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - Wilson T Ballard has begin the preliminary investigation of the project per the federal process. Design work will continue through FY20. Construction will be contingent on MDOT approval to proceed.	RLS	5/15/2019
2018	21-18-WWTP	Repaint Primary Clarifier Equipment	This project includes the repainting of the primary clarifier equipment at the WWTP. The steel equipment will be prepared and painted, as well as the effluent channels. Two primary clarifiers and two thickener stations will be repaired	Construction	UPDATE - Project is at 50% completion and work will be stopped due to air temperatures. The project will resume the week of 5/20 and be completed by July, weather permitting.	RLS	12/4/2018
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	UPDATE Burgmeier's Hauling will be starting new contract July 1. Recycling infor to be mailed to all trash customers June 15 (or about).	RJK	5/16/2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						April 30, 2019	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	23-18-WWTP	FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF	Application through MDE for energy grants for WWTP or WFPs	Construction Bidding	UPDATE Bids Received April 24. Carl Belt to be awarded bid after MDE reviews/approvals.	RJK	5/16/2019

City of Cumberland, Maryland

Engineering Division - Monthly Report

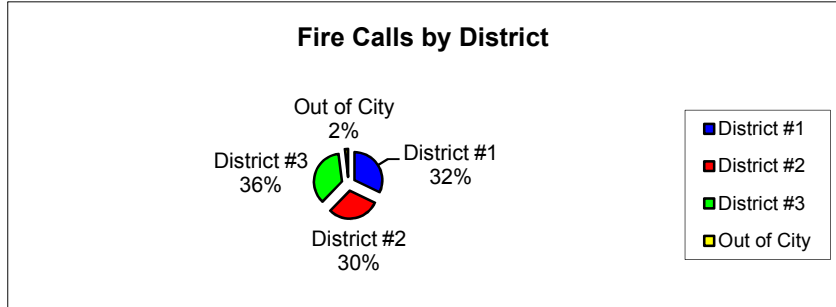
Program Projects Update							April 30, 2019
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE New recycling schedule starting July 1, 2019. Various outreach to occur in June and July.	RJK	16-May-19
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	UPDATE Meeting monthly. Planning and budgeting for HHW collection. Requests to WRF for \$3,000 and NEFCO for \$1,000	RJK	16-May-19
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	UPDATE Attended the Pretreatment Conference in Allentown on April 24/25/26. First Quarter Reports submitted May 10, 2019. No violations. Surcharges issued.	RJK	16-May-19
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	NO CHANGE - Renewal application mailed June 1, 2018. Awaiting MDE communication/site visits.	RJK	16-May-18
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	UPDATE Semi Annual Report to be submitted by July 10, 2019. To include Annual Connections report. Consent Decree limits new connections to 23,000 gpd.	RJK	16-May-18
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		UPDATE Next Quarterly Meeting July 18, 2019.	RJK	2-Jan-19
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	UPDATE Spring planting delayed by weather events and other issues. Will be getting summer intern starting May 20. Have interviewed candidates for Chesapeake Conservation Corps position. Will know soon if will get one for FY 2020	PTE	14-May-19
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	UPDATE - Plan given to Evitts Creek Steering Committee for final approval. Plan will then go to Mayor and City Council for approval and then to PA DCNR for approval.	PTE	14-May-19

Report of the Fire Chief for the Month of April, 2019
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 106 Fire Alarms:

Responses by District:

District #1	34
District #2	32
District #3	38
Out of City	<u>2</u>
	106



Number of Alarms:

First Alarms Answered	105
Working Alarms Answered	<u>1</u>
	106

Calls Listed Below:

Property Use:	
Public Assembly	5
Educational	1
Institutional	5
Residential	54
Stores and Offices	5
Special Properties	35
Storage	<u>1</u>
	106

Type of Situation:

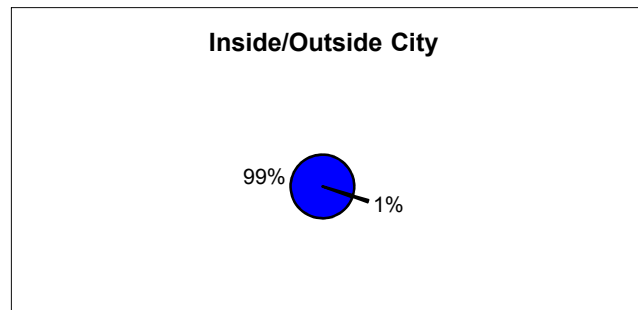
Fire or Explosion	7
Overpressure, Rupture	0
Rescue Calls	54
Hazardous Conditions	8
Service Calls	8
Good Intent Calls	20
False Calls	<u>9</u>
	106

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April:	\$1,390.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$24,860.00
Fire Service Fees for Fire Calls Paid in April:	\$3,143.35
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$9,460.00

Fire Service Fees for Inspections and Permits Billed in April:	\$100.00
Fire Service Fees for Inspections and Permits Paid in April:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,450.00

Cumberland Fire Department Responded to 434 Emergency Medical Calls:

In City Calls	429
Out of City Calls	<u>5</u>
Total	434



Total Ambulance Fees Billed by Medical Claim-Aid in April:	\$167,731.17
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Ambulance Fees Billed Fiscal Year to Date:	\$1,226,075.22
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Ambulance Fees Paid: Revenue Paid in April:	\$95,858.60
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FY2019 Ambulance Fees Paid in FY2019:	\$704,752.92
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Total Ambulance Fees Paid in FY2019:	\$863,270.80
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(All ambulance fees, current and previous fiscal years, paid in FY2019.)

Cumberland Fire Department provided 2 Mutual Aid Calls:

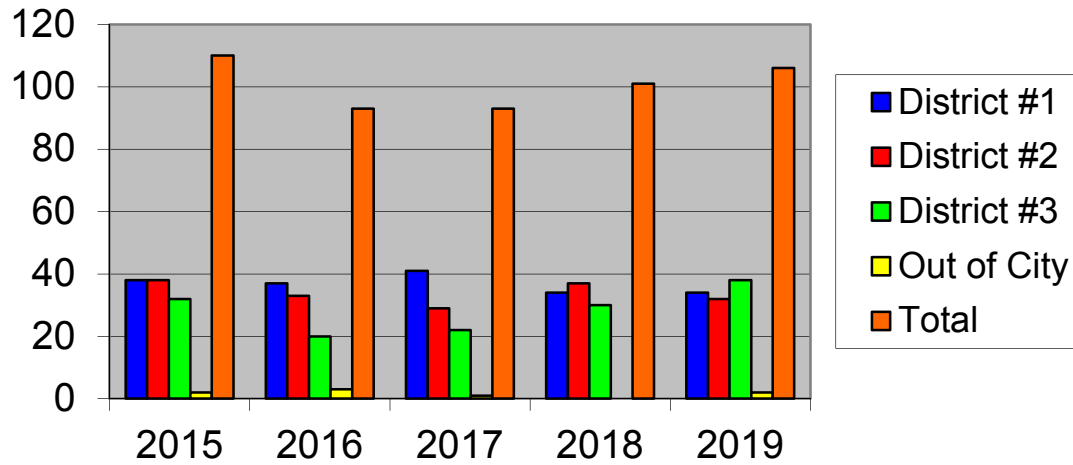
1 Mutual Aid calls inside Allegany County	
<u>1 Mutual Aid calls outside of Allegany County</u>	
2	
Bowman's Addition VFD	1
Ridgeley, WV VFD	<u>1</u>
	2

Cumberland Fire Department provided 3 Paramedic Assist Calls:

1 Paramedic Assist calls inside Allegany County	
<u>2 Paramedic Assist calls outside of Allegany County</u>	
3	
Cresaptown VFD	1
Wiley Ford, WV VFD	<u>2</u>
	3

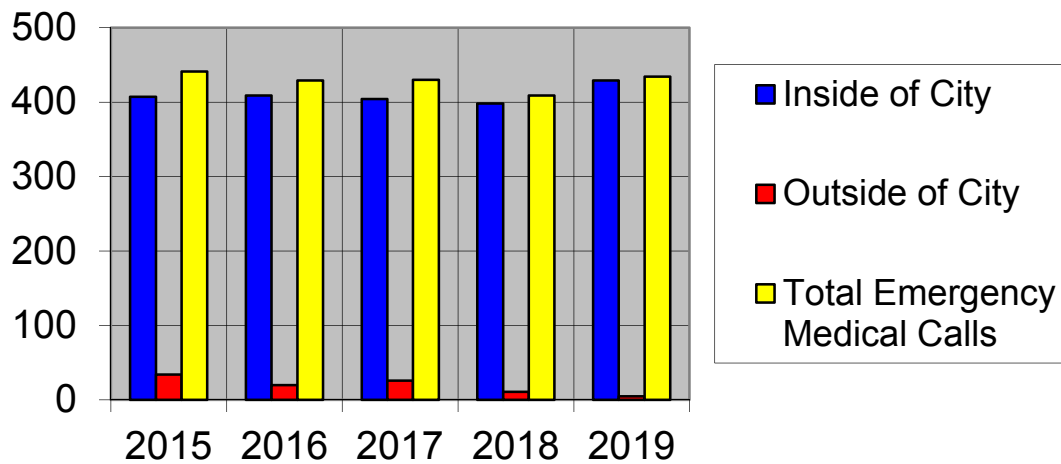
Fire Calls in the Month of April for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District #1	38	37	41	34	34
District #2	38	33	29	37	32
District #3	32	20	22	30	38
Out of City	2	3	1	0	2
Total	110	93	93	101	106



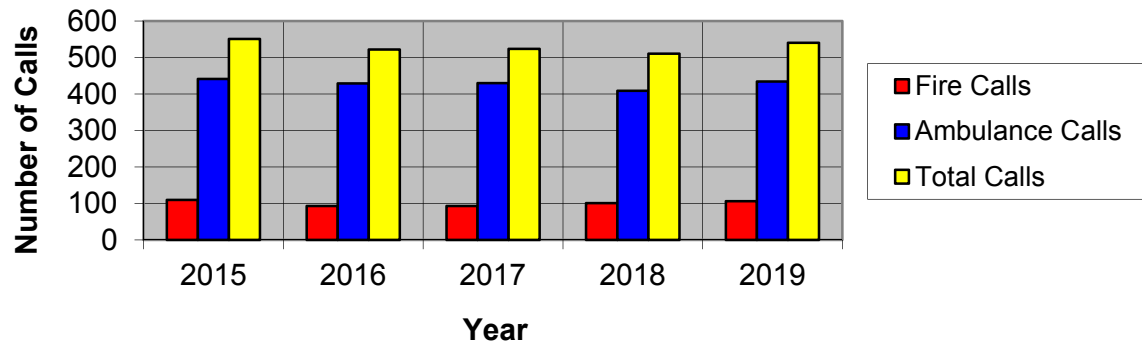
Ambulance Calls in the Month of April for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Inside of City	407	409	404	398	429
Outside of City	34	20	26	11	5
Total Emergency Medical Calls	441	429	430	409	434



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

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Fire Calls	110	93	93	101	106
Ambulance Calls	441	429	430	409	434
Total Calls	551	522	523	510	540



Training

Training Man Hours:	493.00
Training Listed Below:	
Duties and Responsibilities	4.50
Crew Meetings	13.00
Hose Operations	52.25
Pump Operations	12.00
Apparatus Check Procedures	96.50
Apparatus Inventory	29.00
Inservice Inspections	11.75
General Driver Training	12.00
Lucas Device Orientation	24.00
Hose Lines	35.50
High Rise Operations	22.00
Physical Fitness	11.00
Pipeline Emergencies	21.00
Rescue Tools	105.00
Extrication	34.50
Rapid Intervention	9.00
	493.00

Fire Prevention Bureau

Complaints Received	5
Conferences Held	52
Correspondence	7
Inspections Performed	2
Investigations Conducted	6
Plan Reviews	1

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Utilities Division Activity Report for April 19

REQUEST	W/E 4/5/19	W/E 4/12/19	W/E 4/19/19	W/E 4/30/19	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	48	69	23	45	185
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS		1	2		3
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	11	7	4	5	27
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	13	11	7	10	41
REPAIR WIRING/GET READING	1	2	2	4	9
ORANGE TAG FOR REPAIRS	20	22	12	11	65
YELLOW TAG FOR H/L USAGE/APPT					0
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	65	54	45	46	210
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS	63	48	45	38	194
SHUT OFF RECHECKS	62	75	55	26	218
PULL METERS - READS/SPAC/WR OFF	1		1		2
PUT METERS BACK ON LINE/READS	1				1
REPLACE/REPAIR METER/LID/VALVE		1			1
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK	2	3		1	6
NEW METER/DIAL	5	11	5	6	27
METER FIELD TESTS-Residential	5	3			8
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out				1	1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED	34				34
PRESSURE CHECK/NO WATER			1		1
MOVE METERS OUTSIDE/READINGS	14	11	4	8	37
SP Change Outs/Repairs/Reactivates/Move	22	29	10	27	88
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	5	6	4	9	24
HYDRANT/IRRIGATION METER					0
Total					1182
Pipe Technicians					
LINE LOCATOR	111	113	137	117	478
TAPS SERVICED	3	9	4	12	28
LEAKS REPAIRED	1	4	5		10
REPLACED HYD #811	5				5
ASSISTED 330 W/ MARKING N MECH PROJECT	4				4
INVESTIGATE LEAK - 120 COLUMBIA ST	5				5
INVESTIGATED LEAK - NEAR 441 N CENTRE ST	5	4			9
TOPSOILED - 1058 BW DRIVE		4			4
INVESTIGATED LEAK - 439 N CENTRE ST		4			4
BACKFILLED HAIG AVE		4			4
TOPSOILED AROUND HYDS #729/307/308/50		4			4
TOPSOILED 1500 FREDERICK ST		4			4
TOPSOILED ELDER/MEMORIAL/DIRKS		4			4
COLD MIXED HOMER ST		4			4
REPLACED STEAMER CAP HYD #622			5		5
BACKFILLED 416/418 WALNUT ST			5		5
REPAIRED HYD #??? - VALLEY ST BRIDGE			4		4
REPAIRED HYD #868				4	4
PUT DOWN SCREENINGS - 870/872 MD AVE				4	4
LOOKED FOR VALVE ON HYD #43/NONE				4	4
BACKFILLED NEAR 935 DINGLE DR				3	3
					0
					0
					0
					0

					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Watershed					
Removed trees from fire trails (several days)					
Cut brush back from roads (several days)					
Line Locate - 14115 Bedford Rd					
Performed maintenance #382					
Safety Meeting					
Moved equipment back to dam					
Water test off 220 South					
Investigate leak N Centre St					
Checked into putting gate on Teacup Lane					
Investigated leaks on Centre St & Rt. 220 South					
Mowed fire trails					
Cut & Trimmed access roads around dam					
Line Locates at 220 South - Aspen Ave					
Picked up lumber from Cessna Brothers					
Line Locate 220 South - WCI Prison					
Clearing water line behind Himmler's house					
Moved backhoe from Golden's Lane					
Cleared water line at Smouse Property					
Picked up parts for trailer at Surplus City					
Finished trailer floor					
Flushed water main					
Painted valves & marked with blue posts (several days)					
Clow hydrant training					
Removed logs & boards out of parking lot at lower dam					
Put in new traffic lights and pole for Greg Snyder - Queen City Dr					
Cut trees off water line					
Weedeated around valves and off water line					
Projects					
Projects -					0
GRAND TOTAL					1778

April 2019 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Run gate operators
Prepare for corps. inspection
Crops. Inspection
Safety meeting
Replace Corps. Sign
Haul debris from Bullpen to landfill

SEWER BRANCH

Calls answered	25
Service lines opened	5
Owner's trouble	23
Traced lines/main	479
Mains Repairs/ Replace	0
Sewer taps installed/replaced	0
Cleaned catch basins	47
Cleanouts installed	0
Televised sewer mains	2,333 FEET
Televised sewer lines	0
Call outs/ overtime	5 callouts/ 24 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	5

Flushed mains	5,126 Feet
Gallons of water used	17,000 Gals.
608 Flush truck	9,000 Gals.
605 Vac-con truck	8,000 Gals.
424 N. Mechanic St. catch basin repair (brick – mortar)	
Walnut St. @ Valley St. catch basin repair	
Lee St. @ Valley St. catch basin repair	
William St. reset lid and manhole cover	
Hartleys Pizza William St. reset bricks and remove rebar from top	
Clean drains at service center	
Flush/Vac. Sewer main and manholes 5 sites	
Hydro 22 sites for water	
Hydro 2 sites for sewer	
Safety meeting	



AGENDA

MAYOR

Raymond M. Morriss

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

Richard J. "Rock" Cioni

Eugene T. Frazier

Laurie P. Marchini

CITY CLERK

Marjorie A. Woodring

DATE: March 5, 2019

I. Open Session

1. Open Meeting - 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

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

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

IV. Presentations

1. Presentation of the 2018 Cumberland Police Department Officer of the Year Award to PFC Michael Allen Brown

Chief Hinnant discussed procedures and criteria for the Cumberland Police Department Officer of the Year program. He announced that PFC Michael Allen Brown had been selected as this year's Officer of the Year and discussed Officer Brown's career, leadership qualities, and commitment to the community. Chief Hinnant introduced family members who were in attendance and Mayor Morriss presented the Officer of the Year Award to Officer Brown.

2. Presentation from the Western Maryland Food Bank regarding the Chefs of Steel competition

Chuck Koelker, President of the Board of Directors of the Western MD Food Bank (WMFB), Amy Moyer, Executive Director, and Cathy Carpenter, Board Member and Fund Raising Chairman, represented the organization. Mr. Koelker discussed the

upcoming fund raiser, the Chefs of Steel event, and Ms. Moyer provided details on the number of individuals served in Allegany and Garrett Counties and discussed the Backpack Program, sponsored by the Food Bank.

V. Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for January, 2019

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

VI. Approval of Minutes

1. Approval of the Regular Session Minutes of January 15, 2019

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

VII. Public Hearings

1. Public Hearing to receive requests from organizations seeking support through the City's hotel/motel funds

Mayor Morriss convened the public hearing at 6:33 p.m.

Representatives from various community groups and organizations addressed Council individually to discuss their organization and request funding to support their organization through the City's allotment of hotel / motel funding. Those speaking that evening included: Joe Carter, Alhambra Catholic Invitational Tournament; Julie Westendorf, Allegany Arts Council; Dave Williams, Allegany County Historical Society; Joseph Weaver, Allegany County Museum; Richard R. Biancone, Jr., BW Girls Invitational Tournament; Deidre Ritchie, Canal Place Preservation & Development Authority; Christina Collins Smith, Cumberland Cultural Foundation; Ed Jaylor, Jr., Cumberland Historic Cemetery Organization; Kimberly Rowley, Cumberland Theater; Don Llewellyn, Embassy Theater; Robert Godfrey, Friends Aware; Lyle Nordstome, Mountainside Baroque; Kyle Blake, Tri-Valley Region LCCI / Lambda Car Show; Ray Humbertson, Tri State Concert Association; Matt Miller, Western MD Jaycees - Junior Chamber; Linda Perry, Women's Civic Club of Cumberland; Renee Truly, Marbles Championshi - The Mason Cup

With no further petitions for funding being made, Mayor Morriss adjourned the public hearing at 8:01 p.m.

VIII. Unfinished Business

(A) Charter Amendment Resolutions

1. Charter Amendment Resolution (*2nd and 3rd readings*) - to repeal Charter Section 75 pertaining to carrying concealed weapons as prohibitions against carrying concealed weapons are set forth in Section 4-101 of the Criminal Law Article of the Annotated Code of Maryland

SECOND READING: The Charter Amendment Resolution was presented in title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by Bernard, seconded by Frazier, and was passed on a vote of 5-0.

Mr. Cohen provided background on the amendment, stating that laws concerning carrying concealed weapons were already covered by State law and should not be in the City Charter. Mayor Morris called for questions or comments from Council or the public. Being none, the Charter Amendment Resolution proceeded to its final reading.

THIRD READING: The Charter Amendment Resolution was presented in title only for its third reading and was approved on a vote of 5-0.

CHARTER AMENDMENT RESOLUTION NO. 145

2. Charter Amendment Resolution (*2nd and 3rd readings*) - to repeal and reenact with amendments Charter Section 24 pertaining to the publication of ordinances, when ordinances take effect, and the admissibility of codification in evidence

SECOND READING: The Charter Amendment Resolution was presented in title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by Bernard, seconded by Frazier, and was passed on a vote of 5-0.

Mr. Rhodes provided background on the amendment, stating that the amendment would cause the City to no longer be required to publish the full text of the ordinance in the paper for three separate days. Instead, a fair summary would be published in the newspaper for one day as well as on the City's website. This was being addressed due to the onerous and pricey requirements now in place. Mayor Morris called for questions or comments from Council or the public. Being none, the Charter Amendment Resolution proceeded to its final reading.

THIRD READING: The Charter Amendment Resolution was presented in title only for its third reading and was approved on a vote of 5-0.

CHARTER AMENDMENT RESOLUTION NO. 146

3. Charter Amendment Resolution (*2nd and 3rd readings*) - to repeal Charter Section 192-203 pertaining to the City's governance of the former Memorial Hospital

SECOND READING: The Charter Amendment Resolution was presented in title only for its second reading. The reading was interrupted and motion to suspend the second reading

and move to the third after comment was made by Bernard, seconded by Marchini, and was passed on a vote of 5-0.

Mr. Rhodes provided background on the amendment stating that the provisions were no longer needed as the Memorial Hospital no longer existed. Mayor Morriss called for questions or comments from Council or the public. Being none, the Charter Amendment Resolution proceeded to its final reading.

THIRD READING: The Charter Amendment Resolution was presented in title only for its third reading and was approved on a vote of 5-0.

CHARTER AMENDMENT RESOLUTION NO. 147

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments and addressed any put forth. Motion to approved Consent Agenda Item Nos. 1-4 was made by Marchini, seconded by Frazier and was passed on a vote of 5-0.

1. Order accepting the bid of Burgmeier's Hauling, Inc. to provide twice a week, curbside garbage and recycling collection for three (3) years for an amount not to exceed \$1,247,131.08 yearly, and bulk item pick-up for three (3) years for a rate of \$115/hour; and accepting the bid of Mountainview Landfill to provide landfill services for accepting the City's solid waste for a cost of \$35.25/ton - year 1, \$36.31/ton- year 2, and \$37.40/ton-year three

ORDER NO. 26,416

John Fetchero, 608 Fayette Street, questioned whether once-per-week trash pickup would be more beneficial. Mr. Rhodes discussed that pricing for once-per-week pickup was asked for in the bid documents, but the bid results showed that there would be no cost savings by doing that because the same volume of trash would need to be picked up, therefore the same machinery and equipment would be needed.

Mr. Fetchero recommended alternating the recyclable pickup within a week rather than every other week. Mr. Rhodes stated that he would look into that option.

2. Order appointing Mayor and Council members and City staff as representatives and/or appointees to the City's boards and commissions

ORDER NO. 26,417

3. Order appointing members and alternates to the Evitts Creek Steering Committee

ORDER NO. 26,418

4. Order adopting a revised Sick and Safe Leave Policy for City employees to modify language pertaining to requirements for verification of sick leave for non-union employees

ORDER NO. 26,419

X. Public Comments

Ken Wilmot, 513 Fort Avenue, thanked Public Works for their snow removal efforts. He expressed concern regarding individuals who brought dogs into public buildings due to the disease they carry. He asked if the City would be doing anything about that. Mayor Morriss stated that Mr. Wilmot had not brought up anything that was against the law.

Ray Humbertson, 13708 Oleander Drive, Cumberland, discussed that Sandra Rader, daughter of Lucille Rader, was planning to write a book on the women's history in Cumberland and would be moving back to the area.

Dalton Wood, representative of Burgmeier's Hauling, expressed appreciation for the Mayor and Council's acceptance of Burgmeier's bid for providing trash and recycling services for the City. He stated it was a pleasure to work with City staff and expressed thanks on behalf of the workers at Burgmeiers who live and work in the city.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 8:27 p.m.

Minutes approved on _____

Mayor Raymond M. Morriss _____

ATTEST: Marjorie A. Woodring, City Clerk _____



MAYOR

Raymond M. Morriss

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

Richard J. "Rock" Cioni

Eugene T. Frazier

Laurie P. Marchini

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: April 2, 2019

I. Open Session

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

II. Pledge of Allegiance

III. Roll Call

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

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

IV. Proclamations

1. Proclaiming April 28, 2019 as Cumberland Arbor Day

Mayor Morriss read the proclamation and presented it to Natural Resource Specialist Paul Eriksson and members of the Shade Tree Commission.

2. Proclaiming Thursday, April 11, 2019 as Choose Civility Day in Cumberland

Mayor Morriss read the proclamation and presented it to members of Choose Civility of Allegany County.

3. Proclaiming April 2019 as Fair Housing Month in Cumberland

Mayor Morriss read the proclamation and presented it to Community Development Specialist Lee Borrer and members of the Human Relations Commission.

V. Presentations

1. Presentation from Rebecca Vardiman and Dr. Elesha Ruminski regarding the Choose Civility program

Rebecca Vardiman and Dr. Elesha Ruminski presented a PowerPoint on the Choose Civility program and provided background on its beginning in Howard County, MD.

VI. Director's Reports

(A) Public Works

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

1. Utilities Division - Treatment Plants & Central Services monthly reports for February, 2019

VII. Approval of Minutes

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

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

VIII. Public Hearings

1. Public Hearing - Mayor and City Council to receive staff recommendations for 2019 CDBG project funding

Mayor Morris convened the public hearing at 6:40 p.m.

Lee Borrer, Community Development Specialist, presented the staff recommendations for 2019 CDBG funding, reviewed proposed projects by category, and provided background on the process for application, technical assistance meetings, and timelines. Ms. Borrer advised that over \$1 million in requests was received, with \$710,000 estimated in funding. She added that public comments, written or verbal, will be accepted through April 16, 2019.

Mayor Morris closed the public hearing at 6:45 p.m.

IX. New Business

(A) Ordinances

- 1.

Ordinance (*1st Reading*) - providing for the closure of a portion of a street known as Locust Alley, lying between lands owned by ARC Cumberland, LLC and First Peoples Community FCU, upon the request of First Peoples Community FCU

Mr. Rhodes reviewed the Ordinance which provides for the closure of a portion of Locust Alley, requested by First Peoples Community FCU, which acquired and demolished five structures at the site in order to build a new First Peoples FCU. Mr. Rhodes advised that he could not find any conflict with the closure.

The Ordinance was presented in title only for its first reading. Motion to approve the reading and table until next meeting was made by Marchini, seconded by Bernard, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. Motion to approve Consent Agenda Items 1 - 6 was made by Cioni, seconded by Frazier, and was passed on a vote of 5-0.

1. Order re-appointing Gregory Powell to the Parks and Recreation Board for a 5-year term effective 4/2/19 through 4/2/24

ORDER NO. 26,427

2. Order authorizing execution of a Contract of Sale with Yeger Holdings, LLC for property at 607 Maryland Avenue (Tax Acct. 04-038703) for the purchase price of \$25,000 provided settlement contingencies are met and authorizing execution of documents to effect the transfer

ORDER NO. 26,428

3. Order authorizing the Engineering Department to move forward with the New Baltimore St. Town Center Project (12-16-M) incorporating design elements presented by Cochran Studio, Inc., with the contingencies that 1) final design be brought before the Mayor and Council for approval, and 2) funding acceptable to the Mayor and Council is available to complete the project as presented

ORDER NO. 26,429

4. Order authorizing the execution of Change Order No. 4 to the current contract with Leonard S. Fiore for the "Phase 1 CSO Storage Facility at WWTP" project (1-10-WWTP) for the increased amount of \$21,523.46, bringing the new total contract price to \$26,362,036.05, with work being contingent upon approval from the MD Department of the Environment

ORDER NO. 26,430

- 5.

Order approving the Community Legacy Central Business District Facade Improvement application for 128 Bedford Street for the amount of \$4,987.50

ORDER NO. 26,431

6. Order authorizing the award of \$31,817.00 in Community Legacy Funds through the Leasehold Improvement Program to three projects located in the Central Business District: 70 Pershing Street - \$13,125.00; 206 N. Centre Street - \$9,346.00; and 208 N. Centre Street - \$9346.00

ORDER NO. 26,432

X. Public Comments

Nick Gelles, 317 Pearl Street, advised that two vehicles are not in running condition at the address in question on Pine Avenue. He added that an RV is now parked on the road by the same resident, and it's blocking the ability to see up Pine Avenue.

Edward W. Taylor, Jr., 400 S. Allegany Street, President of the Cumberland Historic Cemetery Organization, discussed the remarks that were made against himself and his organization two weeks ago by Dr. Jeffrey Davis of Garrett County, saying they were slanderous, and added that he wanted to make a public announcement that if Dr. Davis comes to another public body to say these things again, they will level a monstrous slander suit against him.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:58 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



MAYOR

Raymond M. Morriss

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

Richard J. "Rock" Cioni

Eugene T. Frazier

Laurie P. Marchini

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: April 16, 2019

I. Open Session

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

II. Pledge of Allegiance

III. Roll Call

PRESENT: Raymond M. Morriss, President; Council Members Richard J. Cioni, Eugene Frazier, Laurie P. Marchini

ABSENT: Councilman Bernard

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael Scott Cohen, City Solicitor; Marjorie Woodring, City Clerk; Charles Hinnant, Chief of Police; Donald Dunn, Fire Chief

IV. Presentations

1. Comments from Burgmeier's Hauling, Inc. regarding the City's garbage and trash collection program

Due to a medical emergency, Burgmeier's Hauling was not able to attend the public meeting, but will reschedule.

V. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for March, 2019
2. Utilities Division Flood/Water/Sewer monthly report for March, 2019

3. Shade Tree Commission annual report for 2018

Motion to approve the reports was made by Frazier, seconded by Cioni, and was passed on a vote of 4-0.

(B) Administrative Services

1. Administrative Services monthly report for March, 2019

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

(C) Fire

1. Fire Department monthly report for March, 2019

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

(D) Police

1. Approval of the Police Department monthly report for March 2019

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

VI. Approval of Minutes

1. Approval of the Closed Session Minutes of December 4, 2018, and January 7, 9, and 10, 2019

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

VII. Unfinished Business

(A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - providing for the closure of a portion of a street known as Locust Alley, lying between lands owned by ARC Cumberland, LLC and First Peoples Community FCU, upon the request of First Peoples Community FCU

Mr. Rhodes provided background on the proposed Ordinance which will provide for the closure of a portion of Locust Alley, at the request of First Peoples Community FCU. He added that the closure holds no impact to the neighborhood or other properties.

SECOND READING: The Ordinance was read in its entirety for its second reading. A motion to accept the second reading was made by Frazier, seconded by Cioni, and was

passed on a vote of 4-0. Mayor Morriss called for questions or comments. Being none, the Ordinance moved to its third reading.

THIRD READING: The Ordinance was read in its entirety for its third reading. Mayor and Council were polled individually and the Ordinance was approved by all on a vote of 4-0.

ORDINANCE NO. 3847

VIII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Item No. 4 was asked to be voted on separately, and Mayor Morriss called for a motion to approve Consent Agenda Items 1-3 and 5-7. Motion was made by Marchini, seconded by Frazier, and was passed on a vote of 4-0.

Mayor Morriss called for a motion to approve Consent Agenda Item No. 4. Motion was made by Cioni, seconded by Marchini, and was passed on a vote of 3-0 with Frazier abstaining from the vote.

1. Order authorizing the Chief of Police to accept a GOCCP Sex Offender Compliance and Enforcement Grant in the amount of \$19,994.00 for the Cumberland Police Department and Allegany County Sheriff's Office for overtime support to perform compliance checks by conducting home visits of registered sex offenders to confirm residency

ORDER NO. 26,433

2. Order accepting the bid of Weimer Chevrolet for two (2) new F-550 Dump Trucks (\$161,780), one (1) new 3/4 Ton Pickup (\$31,585.25), four (4) new 3/4 Ton Service /Utility Trucks (\$167,100); American Rent All for one (1) new Skid Steer Loader (\$28,750.96); and Stephenson Equipment for one (1) new International HV507 SFA Regular Cab 4x4 Dump Truck (\$147,200)

ORDER NO. 26,434

3. Order approving the submission of a request for Community Development Block Grant (CDBG) funding to the Department of Housing and Community Development in an estimated amount of \$685,000 and authorizing that any additional funding received be directed to the Bellevue Sidewalk Improvement Project and that project amounts be decreased proportionately if less funding is received

ORDER NO. 26,435

4. Order approving the submission of a request for Community Development Block Grant (CDBG) funding to the Department of Housing and Community Development in an estimated amount of \$25,000 for the HRDC Emergency Housing Assistance project, and

authorizing that any additional funding received be directed to the Bellevue Sidewalk Improvement Project and that the project amount be decreased proportionately if less funding is received

ORDER NO. 26,436

5. Order authorizing abatement of the 2016-2017 taxes for property at 454-456 Pennsylvania Ave. (Tax No. 04-021509) owned by the tax-exempt non-profit organization Archway Station, Inc.

ORDER NO. 26,437

6. Order accepting the bid from Harbel, Inc. for the Koon Dam Sidewalk Repair- Phase 2 (City Project No. 28-18-BR) in the estimated unit cost price of \$78,500

ORDER NO. 26,438

7. Order accepting the bid for Gwin, Dobson & Foreman, Inc. for the New Inlet Screen for Gate House Porject (8-19-WFP) in the not to exceed cost of \$57,000 and rejecting all other bids

ORDER NO. 26,439

IX. Public Comments

Nick Gelles, 317 Pearl Street, expressed his concern about a camper and trucks that are parked on Pine Avenue causing a safety issue in seeing around the corner, adding that the stop sign that was put up recently is now hidden by the camper. Mayor Morriss advised that the City police were in that area today related to a school bus safety grant, and if any safety issues were found they would be handled. He added that the police were also going to interview a bus driver regarding safety issues.

Kenneth Wilmot, 513 Fort Avenue, asked if telephone poles were going to be removed from Mechanic Street, and was electric going to be put underground during the construction in that area, as he feels this is a golden opportunity to do so. Mr. Rhodes advised that was not part of the process. Mr. Wilmot then expressed his concern that sewer and water lines in that area need to be inspected as the construction goes along. He then spoke of his being totally against the opening up of Baltimore Street, adding that he thinks it will create more problems at the intersection at Mechanic Street.

Mr. Rhodes wanted to commend a crew from the Water Dept. that had been working recently on a non-serious leak at a transmission main owned by the City on Rt. 220 at the state prison, when an 8" water line on Centre Street blew out of the ground. He advised that the crew immediately stopped what they were doing to get downtown, and the speed in which they made the repair and got the street back open was really amazing, adding that the repair was made in approximately 2 hours.

Councilman Cioni asked everyone to offer their thoughts, prayers and condolences to Mayor Morriss and family for the loss of his mother recently.

Councilwoman Marchini expressed her thanks to everyone at the Downtown Development Corporation for the past weekend's Get Out and Get Downtown event on Friday and Saturday, which included many different activities from jazz bands to a bike run.

Mayor Morriss expressed his thanks for the wonderful job the trash pick-up group did on Saturday April 13th, from the old Bullwinkle's down Baltimore Avenue to Henderson, Bellevue, and Decatur. He added that the City can assist any groups that want to help out with City clean-up projects by supplying trash bags, safety vests, etc.

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:42 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, APPROVING THE APPLICATION AND RECEIPT OF FINANCING FOR COMMUNITY LEGACY PROJECT(S) (THE “PROJECT”) FURTHER DESCRIBED IN THE COMMUNITY LEGACY APPLICATION (“THE APPLICATION”), TO BE FINANCED EITHER DIRECTLY BY THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (THE “DEPARTMENT”) OF THE STATE OF MARYLAND OR THROUGH OTHER DEPARTMENTS OR AGENCIES OF THE STATE OF MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland, Maryland recognizes that there is a significant need for reinvestment and revitalization of the communities in Allegany County; and

WHEREAS, the Department, either through Community Legacy or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the “Project Financing”) in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision.

NOW, THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Cumberland, Maryland hereby endorses the Project; and, hereby approves the request for financial assistance in the form of a grant or loan, up to the amount of \$540,000.00; and,

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and,

BE IT FURTHER RESOLVED THAT, the City Administrator is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and

BE IT FURTHER RESOLVED THAT, copies of this Resolution are sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

**Given under our Hands and Seals this 21st day of May, 2019, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.**

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

2019 Community Legacy Prioritization

1 Phase 1 Improvements – Center City Parking Garage \$140,000

The City of Cumberland's Engineering Department will provide project management for the first phase of improvements to the parking garage, located at the corner of South George Street and Union Street. The first phase will consist of improving the sidewalks around the garage to provide better accessibility between the garage and the Central Business District. Additional first phase components will include the purchase and installation of improved exterior and interior directional signs as well as an automated entrance/exit gate system. The total budget is \$230,000 and remaining funds have been committed from the Downtown Development Commission and the City of Cumberland's General Fund.

2 YMCA Desert Aire Equipment Replacement \$250,000

The YMCA has identified critical systems improvements that are required at the Kelly Road facility. One of these is the pool's dehumidification system, known by the brand name of "Desert Aire". The failure of this unit is preventing the moist air to be filtered out, leaving the building uncomfortable for its occupants. The total cost of the project is \$350,000. The YMCA has been approved for a bond in the amount of \$100,000.

3 Neighborhoods Matter – Designated Historic Districts \$150,000

The City of Cumberland has been using a neighborhood approach to target and address noncompliance to the Property Maintenance Code. The current targeted areas are structures that are located within locally designated or National Register of Historic Places districts. The program will be modeled after a recently completed program in the Baltimore Street/Goethe Street neighborhood. Funds would be targeted to homeowner occupied structures within the target area but

will also be available for commercial structures once all requests from homeowners have been addressed. There would be at least fifteen properties assisted with the maximum grant award allocation of up to \$10,000. Funds would be for exterior use with a scope of work that is consistent with the Secretary of the Interior's Standards for Rehabilitation. Eligible activities will include exterior property maintenance issues, particularly chipping and peeling paint, as well as junk/trash removal. A dollar for dollar match would be required from the property owner.

ORDINANCE NO. _____

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled,
 "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND
 PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING
 JULY 1, 2019, AND ENDING JUNE 30, 2020."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF
 CUMBERLAND, that the levy for the Fiscal Year 2020 for the City of Cumberland shall
 be as follows:

Property Taxes	Net Assessable Base	Tax Rate Per \$100	Tax Levy
Real Estate	\$ 890,093,682	1.0595	\$ 9,430,543
Personal Property			
Individual	1,699,396		
Corporation	92,145,015		
	93,844,411	2.648	2,485,000
Penalties and Interest			400,000
Tax Credits			(200,000)
Total Tax Levy			\$ 12,115,543
Other Revenues			
Other Taxes	575,458		
Licenses & Permits	127,600		
Intergovernmental	3,643,261		
Charges for Services	1,579,425		
Fines, Forfeitures & Interest	66,100		
Miscellaneous	618,800		
Total Other Revenue			6,610,644
Total Revenue			\$ 18,726,187
Other Financing Sources			
Transfers-in			\$ 1,976,352
Capital Financing			3,207,500
Utilization of Restricted Fund Balance			(96,186)
Total Other Financing Sources			\$ 5,087,666
Total Revenue and Other financing Sources			\$ 23,813,853

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

Passed this _____ day of June, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, to-wit:

General Government	\$ 1,850,672
Public Safety	12,717,910
Public Works	2,925,181
Recreation	986,579
Community Development	1,372,088
Debt Service	2,801,865
Transfer Out	1,065,431
Total General Fund Appropriation	\$ 23,719,726

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2019) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, to-wit:

Water Administration	\$ 1,230,785
Water Distribution	2,872,979
Water Filtration	2,164,716
Interest Expense	416,059
Principal Payments	1,041,247
Capital Expenditure	1,111,700
Total	\$ 8,837,486

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2020.

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

Passed this _____ day of June, 2019.

Raymond M. Morriss, Mayor

Attest:

By : _____
Marjorie A. Woodring
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, to-wit:

Wastewater Treatment Plant	\$ 5,776,011
Sanitary & Storm Sewer	1,795,071
Flood Control	685,756
Interest Expense	179,438
Principal Payments	996,690
Capital Expenditures	15,775,321
Total	\$ 25,208,287

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2020.

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

Passed this _____ day of June, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, to-wit:

Housing Assistance	\$ 2,192,573
Downtown Development Commission	255,242
Communit Development Block Grant	943,019
Police Grants	444,769
Community Legacy	328,500
TIF District - Shades Lane	32,780
Capital Projects	1,851,750
Street Improvements	1,044,696
Municipal Parking Authority	542,458
Trash Removal	1,814,709
Total	\$ 9,450,496

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2020) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2019.

Raymond M. Morriss, Mayor

Attest:

By: _____
Marjorie A. Woodring
CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-86 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PROVIDING FOR A SCHEDULE OF WATER RATES."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Section 24-86 of the Code of the City of Cumberland (1991 Edition) be and hereby repealed and reenacted, with amendments, to read as follows:

Section 24-86 Schedule

Effective July 1, 201~~8~~9, the rates and charges for the use of water supplied by the Water Department shall be as follows, and no abatement or release therefrom is permitted:

(a) EQUIVALENT DWELLING UNIT (EDU). The minimum meter charges shall be determined by the Equivalent Dwelling Unit (EDU), which shall be determined by the size of the meter servicing the customer. The following table sets forth the EDU multiplier for each meter size:

Meter size (inches)	EDU
$\frac{3}{4}$ and below	1
1	2.5
1-1/2	5
2	8
3	16
4	25
6	50
8	80

(b) MINIMUM METER CHARGE FOR INSIDE CITY. The minimum charge for residential and industrial meter customers within the City shall be Four Dollars and ~~Sixty-Six~~Eighty-Nine Cents (~~\$4.66~~ 4.89) per month per EDU, for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section.

(c) MINIMUM METER CHARGE FOR OUTSIDE CITY. The minimum charge for residential and industrial meter customers outside the City shall be ~~Six~~Seven Dollars and ~~Ninety-Nine~~Thirty-Four Cents (~~\$6.99~~ 7.34) per month per EDU for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any quarter, such excess shall be

charged for in accordance with the schedule of rates as set forth in subsection (f) of this section.

(d) MINIMUM METER CHARGE FOR WATER COMPANIES. The minimum charge for water companies shall be ~~Thirty~~ Two~~Thirty-Three~~ Dollars and ~~Sixty~~-Two Cents (\$ ~~32.02~~ 33.62) per month per EDU for single Water Company accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds the consumption in excess of capacity fee, in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section, as appropriate.

(e) Flat rates. There shall be no flat rate customers and the consumption of any customer found not to have a meter shall be estimated and such customer shall be charged double the rates set forth in subsection (b) of this section. All water customers outside the City shall be meter customers, and it shall be unlawful for the Water Department to furnish customers outside the City on a flat rate basis.

(f) CONSUMPTION RATES. The rates per month for residential and industrial water customers shall be as follows:

Class	Consumption	Rates WITHIN CITY LIMITS	RATES OUTSIDE CITY LIMITS
1	First 100 cubic feet	\$4.66 <u>4.89</u>	\$6.997.34 <u>per EDU</u>
2	Next 900 cubic feet, per cubic foot	0.0425 <u>0.446</u>	0.0637 <u>0.0669</u>
3	Next 199,000 cubic feet, per cubic foot	0.0340 <u>0.0357</u>	0.0475 <u>0.0499</u>
4	Next 1,134,000 cubic feet, per cubic foot	0.0269 <u>0.0282</u>	0.0404 <u>0.0424</u>
5	Next 1,166,000 cubic feet, per cubic foot	0.0122 <u>0.0128</u>	0.0122 <u>0.0128</u>
6	All over 2,500,000 cubic feet, per cubic foot	0.0030 <u>0.0032</u>	0.0030 <u>0.0032</u>

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(g) WATER COMPANIES. Companies purchasing in excess of 140,000 cubic feet of water from the City on a monthly basis and reselling that water shall pay the following monthly rates for each account such water company has with the City.

(1) Water Company. Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.

(2) Capacity Fee. Each water company shall pay a fixed capacity fee based on the number of EDU's calculated multiplied times the per month per EDU charge. The EDU amount is calculated annually determined by a percentage

(70%) of its highest months usage in the previous fiscal year calculated as follows:

$$\frac{\text{PEAK MONTHLY USE} \times 0.7}{30} / 33.42$$

(3) Consumption in Excess of Capacity Fee.

Consumption in excess of the capacity fee shall be billed at the rate for customers located outside the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2018~~9~~.

Passed this _____ day of June, 2018~~9~~.

Brian K. Grim, MAYOR

ATTEST:

CITY CLERK

1st reading: _____
2nd reading: _____
3rd reading: _____
Passed: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 21-8.1(a) OF CHAPTER 21 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING FOR THE SETTING AND COLLECTION OF RATES FOR REFUSE COLLECTION WITHIN THE CITY OF CUMBERLAND."

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 21-8.1(a) of the Code of the City of Cumberland, (1991 Edition) be and the same is hereby repealed and reenacted with amendments, to read as follows:

Sec. 21-8.1 (a) The following fees shall be charged by the City for garbage collection:

<i>A. Residential customers</i>	<u>\$15.00</u> [10.92] per month
<i>Commercial customers</i>	<u>\$20.77</u> [20.77] per month
<i>Industrial customers</i>	<u>\$20.77</u> [20.77] per month
<i>Tax Exempt customers</i>	<u>\$15.00</u> [10.92] per month

SECTION 2: The following monthly fee schedule be and is hereby adopted for the Industrial/Commercial Users who exceed the standard garbage collection amount:

Number of Bags per Pickup		
1-8	9-16	17+
\$ 28.54	\$ 57.08	\$ 85.61

Previously		
1-8	9-16	17+
\$ 20.77	\$ 41.54	\$ 62.31

SECTION 3: The following fee schedule be and is hereby adopted for the Bulk Item Program:

Category 1: \$ <u>4.33</u>	(40-50 lbs.)	[\$ 3.15]
Category 2: \$ <u>8.66</u>	(50-150 lbs.)	[\$ 6.30]
Category 3: \$ <u>26.00</u>	White Goods	[\$18.90]

AND BE IT FURHTER ORDAINED, That commercial, industrial or tax exempt customers with a valid Dumpster Permit issued by the Director of Administrative Services shall be exempt from paying the trash fee contained in this ordinance.

SECTION 4: AND BE IT FURTHER ORDAINED, That this Ordinance shall be in full force and effect as of July 1, 2019.

Passed this ____ day of June ____, 2019.

MAYOR

ATTEST:

CITY CLERK

[] deleted

_____ new

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTIONS 17-26 AND 17-27 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) REGARDING THE ESTABLISHMENT, COMPOSITION, APPOINTMENT, COMPENSATION AND TERM OF OFFICE OF MEMBERS OF THE PLANNING AND ZONING COMMISSION IN ORDER TO CORRECT REFERENCES TO THE ANNOTATED CODE OF MARYLAND, CLARIFY THE ROLE OF MEMBERS, PROVIDE FOR AN ALTERNATE MEMBER, INCLUDE A RESIDENCY REQUIREMENT FOR MEMBERS, AND INCORPORATE STATE STATUTORILY MANDATED PROVISIONS REGARDING THE REMOVAL OF MEMBERS."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that section 17-26 of the Code of the City of Cumberland (1991 Edition) be and is hereby repealed and reenacted with amendments, to read as follows:

Sec. 17-26. - Established; composition; appointment of members.

- (a) *Establishment.* In accordance with Title 2, Subtitle 1 of the Land Use Article of the Annotated Code of Maryland, there is hereby established a planning and zoning commission.
- (b) *Membership.* The planning and zoning commission shall consist of five (5) members who shall be appointed by the city council. The city council may also appoint an alternate member who shall sit on the said commission in the absence of a member. In addition, one (1) city councilperson shall serve as an ex-officio, non-voting, member of the said commission.

SECTION 2: AND BE IT FURTHER ORDAINED, that section 17-27 of the Code of the City of Cumberland (1991 Edition) be and is hereby repealed and reenacted with amendments, to read as follows:

Sec. 17-27. - Compensation of members; term of office; removal of members.

- (a) *Compensation.* Each of the members of the planning and zoning commission shall serve as such without compensation.
- (b) *Term of office.* The term of the ex-officio member shall be the term of that individual's tenure on the city council. tenure on the council. The term of each of the other members shall be five (5) years, or until the member's successor takes office.
- (c) *Removal of Members.* The Council may remove a member for:
 - (i) incompetence;
 - (ii) misconduct;
 - (iii) failure to attend 50% of the meetings during any consecutive six (6) month period; or
 - (iv) once the appeal period has expired, the conviction or entry of a plea of nolo contendere as to any crime that is a felony or is a misdemeanor related to the member's public duties and responsibilities and involves moral turpitude for which the penalty may be incarceration in any penal institution. The members duties on the commission shall be suspended until such time as the charges are resolved.

The city council shall provide the member with a written statement of charges setting forth the grounds for removal. The member shall be entitled to a public hearing to contest the charges. The request must be made within thirty (30) days of the date of the statement of charges.

(NOTE: Redlined versions of the City Code sections being amended are attached hereto as Exhibit A. State law references for these sections of the City Code are Md. Land Use Code Ann. § 2-102 and Md. State Gov. Code Ann. §§ 8-501 and 8-502.)

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

Passed this ____ day of _____, 2019.

Raymond F. Morris, Mayor

ATTEST:

Marjorie E. Woodring, City Clerk

EXHIBIT A

Sec. 17-26. - Established; composition; appointment of members.

- (a) Establishment. Pursuant to the requirements of Ann. Code of Md. art. 66B In accordance with Title 2, Subtitle 1 of the Land Use Article of the Annotated Code of Maryland, there is hereby established a planning and zoning commission.
- (b) Membership. The planning and zoning commission shall consist of five (5) members who shall be appointed by the ~~mayer and~~ city council. ~~The city council may also appoint an alternate member who shall sit on the said commission in the absence of a member.~~ In addition, one (1) city council ~~person-member~~ shall serve as an ex-officio, non-voting, member of the ~~planning and zoning commission, said commission.~~

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Sec. 17-27. - Compensation of members; term of office; removal of members.

- (a) Compensation. Each of the members of the planning and zoning commission shall serve as such without compensation.
- (b) Term of office. The term of the ~~ex-officio member~~ shall be the term of that individual's tenure on the city council. ~~chosen from the membership of the city council shall correspond to his official tenure of office tenure on the council.~~ The term of each of the other members shall be five (5) years, or until ~~his the member's~~ successor takes office.
- (c) Removal of Members. ~~Members may, after a public hearing, be removed by the council for inefficiency, neglect of duty, or malfeasance in office. The Council may remove a member for:~~
- (i) ~~incompetence;~~
 - (ii) ~~misconduct;~~
 - (iii) ~~failure to attend 50% of the meetings during any consecutive six (6) month period; or~~
 - (iv) ~~once the appeal period has expired, the conviction or entry of a plea of nolo contendere as to any crime that is a felony or is a misdemeanor related to the member's public duties and responsibilities and involves moral turpitude for which the penalty may be incarceration in any penal institution. The members duties on the commission shall be suspended until such time as the charges are resolved.~~

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~~The city council shall provide the member with a written statement of charges setting forth the grounds for removal. The member shall be entitled to a public hearing to contest the charges. The request must be made within thirty (30) days of the date of the statement of charges.~~

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Council Agenda Summary

Meeting Date: May 21, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Robert Smith

Item Title:

Order accepting the sole source proposal from Gwin Dobson & Foreman to provide construction phase engineering services associated with the Water Reclamation Facility Aeration Blower Replacement Project (23-18-WWTP) for the estimated lump sum fee of \$38,950

Summary:

It is the Engineering Department's recommendation to accept the sole source proposal from Gwin Dobson Foreman to provide construction phase services for the Water Reclamation Facility Aeration Blower Replacement Project (23-18-WWTP) for the estimated lump sum fee of \$38,950. This will include construction submittal reviews, progress meeting and system startup. GD&F also provided the engineering design services for this specific project, therefore sole source approval for the construction phase engineering services was provided due to their familiarity with the project scope.

Issues and Considerations:

None

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399A.63000
Value of award:	\$38,950.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

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

ORDER NO. _____

DATE: May 21, 2019

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

THAT, the sole source proposal from Gwin Dobson & Foreman, 3121 Fairway Drive, Altoona, PA 16602, to provide construction phase engineering services associated with the Water Reclamation Facility Aeration Blower Replacement Project (23-18-WWTP) for the estimated lump sum fee of Thirty-eight Thousand, Nine Hundred and Fifty Dollars (\$38,950) be and is hereby accepted.

Raymond M. Morriss, Mayor

Funding: 003.399A.63000



Kim Root <kim.root@cumberlandmd.gov>

Re: WRF Blower Replacement Project - Construction Phase Services

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Wed, May 15, 2019 at 12:01 PM

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

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Kim Root <kim.root@cumberlandmd.gov>, Raquel Ketterman <raquel.ketterman@cumberlandmd.gov>

Approved

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

On Mon, May 13, 2019 at 8:33 AM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

The proposal from GDF for construction phase services on the Blower Replacement project is attached. Please concur with accepting the proposal and we'll get it placed on the next M&CC agenda as a sole source. This proposal will provide the City with as needed support during construction. Bob Fryer, Rodney and myself will oversee the day to day efforts. Let me know if there are any questions.

I'm requesting a sole source due to GDF being the engineer of record on the design of the project and being the most knowledgeable to support it during construction. I would place this on the agenda as an estimated cost so that we won't need to get another M&CC order in the unlikely event we hit major issues during construction. Thanks.

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



May 10, 2019

City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

Attn: Robert Smith, P.E., City Engineer

**RE: Professional Engineering Services Proposal
Construction Phase Services – Water Reclamation Facility Aeration Blower Replacement
Project Number: 23-18-WWTP**

Dear Mr. Smith:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is pleased to present the following engineering services proposal for construction phase services associated with the Water Reclamation Facility Aeration Blower Replacement project. The proposal is based on the assumption the City will perform day-to-day inspection activities but have GD&F present for critical points of construction.

Proposed Services

GD&F proposes the following Scope of Work:

1. GD&F will review equipment submittals and shop drawings and answer contractor-related inquiries related to the project.
2. GD&F will provide construction observations and consultation services, including the pre-construction meeting, system startup, manufacturer training, punch-list inspection and periodic troubleshooting.
3. GD&F can be present during other points of construction for an additional fee not included below.
4. GD&F can also provide additional construction phase services, such as full time resident inspection if requested by the City. Costs for additional services are included as a separate hourly cost below.

Proposed Cost

GD&F will provide the above scope of services for an estimated fee of \$38,950.00 per the tabulation below. Invoices will be submitted on a monthly basis. Payment will be made on a lump sum basis in proportion to the amount of work completed during the month, less previous invoices. The lump sum fee includes direct expenses such as printing/copying, mileage, postage, etc. as necessary to complete the services. The estimated fee is based on about 250 hours of professional labor, plus reimbursable expenses.

City of Cumberland
May 10, 2019
Page 2

GD&F will perform the services listed above based a lump sum fee of **\$38,950**, which is based on the following:

- | | | |
|----|---|----------------------------|
| 1. | Technical Review Process (Submittals) | \$ 13,000 |
| 2. | Construction Consultation and Observation | \$ 25,950 |
| 3. | Resident Inspection (Not Included) | \$ 75.00/hr. + \$0.50/mile |

We appreciate the opportunity to submit this proposal. To authorize the services, please complete the following authorization section of this proposal and return a signed copy to our office. If you have any questions, please contact our office at your convenience.

Respectfully submitted,
GWIN, DOBSON & FOREMAN, INC.



Mark Glenn, P.E.
President

MG/mad
Prop/2019/Cumberland_WWTPAeration_5-10-19.doc
cc: Central File

ACCEPTANCE OF PROPOSAL

The City of Cumberland hereby accepts the technical scope of services and cost proposal as set forth above.

Authorized Representative

Date

Attest/Witness

Council Agenda Summary

Meeting Date: May 21, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Jeff Rhodes, City Administrator

Item Title:

Order authorizing execution of a Cellular Tower Ground Lease Agreement with Shenandoah Mobile, LLC regarding their use of a parcel of land in Constitution Park and granting certain easements for the installation of a communications tower for an initial term of five (5) years, subject to four (4) renewal periods of five (5) years each; yearly rent of \$12,000 subject to annual adjustments; and being contingent upon approval of the Board of Zoning Appeals and obtaining necessary building permits and other government approvals

Summary:

Shenandoah Mobile has requested use of an 80' x 80' parcel of land in Constitution Park to construction a new communications tower in the area across from the Craft House where an older and unused antennae is now located. Certain easements will also be granted for non-exclusive access and utility connections.

Shenandoah shall also be required to pay any personal property or real estate taxes, assessments, or charges owed by the property due to the installation of these improvements.

The initial term is five (5) years with rent of \$12,000 per year, subject to annual adjustments provided for in the lease.

The agreement may be extended for four (4) additional five (5) year terms.

Shenandoah shall be responsible for removal of the existing tower.

Issues and Considerations:

None

<i>Fiscal Impact:</i> First year's rent = \$12,000	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	Enter Text Here
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

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

ORDER NO. _____

DATE: May 21, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Cellular Tower Ground Lease Agreement by and between the Mayor and City Council of Cumberland and Shenandoah Mobile, LLC (Lessee) regarding the Lessee's use of a parcel of land in Constitution Park for the installation of a communications tower for an initial term of five (5) years, subject to four (4) renewal periods of five (5) years each upon certain conditions being met, with monthly rent of Twelve Thousand Dollars (\$12,000) subject to annual adjustments; and

BE IT FURTHER ORDERED, that the terms of the Lease Agreement are contingent upon approval of the Cumberland Board of Zoning Appeals and the Lessee obtaining other necessary building permits and government approvals.

Raymond M. Morriss, Mayor

CELLULAR TOWER GROUND LEASE AGREEMENT

THIS CELLULAR TOWER GROUND LEASE AGREEMENT (“Agreement”), made this 21st day of May, 2019, between Mayor and City Council of Cumberland, a Maryland municipal corporation, (hereinafter designated “LESSOR”) and Shenandoah Mobile, LLC, a Virginia limited liability company, (hereinafter designated “LESSEE”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE an 80’ x 80’ parcel of land in Constitution Park in the City of Cumberland, Maryland (“the Land Space”) sufficient for the installation of LESSEE's Tower (defined below in Paragraph 9), equipment and building(s)/cabinets; together with the Easements (defined below in Paragraph 2) for ingress and egress, twenty-four (24) hours a day, seven (7) days a week. The Land Space and Easements are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". A survey of the Premises and surrounding area is included in the said Exhibit A. As use hereinafter, Constitution Park shall be referred to as ‘the Property.’”

LESSOR hereby grants permission to LESSEE to construct a Tower in accordance to the terms, conditions and specifications herein and to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. It is understood that this grant of permission is contingent upon the approval of the City of Cumberland Board of Zoning Appeals and obtaining a building permit from the City of Cumberland. It is also understood that other government approvals are required for the conduct of the operations described herein, and that this Agreement does not constitute and may not be interpreted to be a grant of such approvals.

2. **GRANT OF EASEMENTS.** LESSOR hereby grants to LESSEE a non-exclusive access easement thirty (30) feet in width from the Land Space to the nearest accessible public right-of-way (the “Access Easement”) and a non-exclusive utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the “Utility Easement”); the Access Easement and the Utility Easement are collectively referred to herein as the “Easements”; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the “Easement Parcels,” which Easement Parcels are further described in Exhibit A attached hereto and incorporated herein. LESSOR shall have the absolute right to determine the location of the Easement Parcels. The Easements granted herein shall include, but not be limited to:

- a. The right to clear vegetation, cut timber (subject to the review and approval of the LESSOR’s Natural Resources Specialist or the staff person with the duties of that position), and move earthen materials upon the Easement Parcels,
- b. The right to improve an access road within the Access Easement Parcel subject to LESSOR’s review and approval, which approval may be denied for any credible reason, it being understood that the Premises is located within LESSOR’s principal municipal park,

- c. The right to place, use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
- d. The right to enter and temporarily rest upon the Property and/or LESSOR's adjacent lands for the purposes of:
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below in Paragraph 9) and any other personal property of LESSEE from the Land Space, and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, subject to LESSOR's review and approval, which approval may be denied for any credible reason, and
 - (iii) Should LESSEE cause any damage to LESSOR's adjacent lands or anything thereon or therein, LESSEE shall immediately repair the same, at its sole liability and expense.
- e. The right of pedestrian and vehicular ingress and egress to and from the Land Space at any time over and upon the Access Easement Parcel. LESSOR agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as LESSEE may request in order to further the purposes for which LESSEE has been granted the easements set forth in this Paragraph 2. Notwithstanding the foregoing, LESSOR reserves the right to withhold said consent in the event such additional grants of easement would interfere with its present or planned use of the subject area.
- f. LESSOR has a 14" water main (the "Main") which runs through the middle of the Land Space. That Main connects the Fort Hill Reservoir to the Fort Hill Tank. LESSOR reserves an easement (the "Main Easement") over, across and under the Land Space for ingress, egress and regress so as to permit it to inspect, operate, repair, maintain, operate and replace the Main. The Main Easement shall be ten (10) feet wide (five (5) feet on each side of the Main). No improvements of any kind shall be permitted over the Main or Main Easement, except upon the written approval of the City Engineer, said consent not to be unreasonably withheld. To the extent the rights of LESSOR under the terms of this paragraph conflict or are inconsistent with any provisions of this Agreement, this paragraph shall take precedence over those provisions.

3. SURVEY. LESSOR also granted LESSEE the right to survey the Property and Premises, the said survey being attached hereto as Exhibit "A." The cost for this work shall be borne by LESSEE.

4. TERM; RENTAL; ELECTRICAL.

- a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twelve Thousand Dollars (\$12,000.00), subject to annual adjustments as are provided for hereinafter, to be paid in equal monthly installments on the first day of the month, in advance, without deduction, set-off, recoupment, counterclaim or demand, to "City Clerk, City of

Cumberland”, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 26 below. The Agreement shall commence based upon the date LESSEE commences construction activities on the Premises. In the event the date LESSEE commences construction activities on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date construction commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the “Commencement Date”). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by February 13.

On every annual anniversary of the Commencement Date, throughout the duration of this Agreement, whether during the initial term or any renewal term, the annual rental shall increase by three percent (3%) over the prior year’s rent.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

- b. LESSOR hereby agrees to provide to LESSEE the following documentation (the “Rental Documentation”): (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

- c. LESSOR shall, at all times during the Term, provide electrical service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the

measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter and LESSOR shall charge LESSEE the same rates as the utility charges LESSOR. All invoices for power consumption shall be sent by LESSOR to LESSEE at Shentel, P.O. Box 459, 500 Shentel Way, Edinburg, VA 22984 Attn: Lease Administration RE: 69278. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

- d. Following the Commencement Date, LESSOR shall only be entitled to the rental payments in accordance the provisions of Paragraph 4(a), until such a time that any carriers seek to co-locate their equipment at the Land Space. In such instances, LESSEE shall pay to LESSOR twenty-five percent (25%) of the gross annual co-location rent LESSEE receives from said carriers. LESSEE shall verify the amount of any such co-location rent by providing LESSOR with a copy of each co-location lease no later than thirty (30) days after its execution.
- e. In the event that LESSEE does not obtain all required approvals necessary for the construction of the Tower, LESSEE may, at its sole discretion, terminate this Agreement. Any termination under this Paragraph 4(e) shall terminate any and all obligations under this Agreement, thereby rendering it null and void.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. REMOVAL OF EXISTING TOWER. LESSEE shall remove the existing 178 +/- foot self-support tower from the Land Space and dispose of the same at its sole cost and expense. The said self-support tower shall be removed before the new monopole tower is constructed and/or installed.

7. INTENTIONALLY LEFT BLANK.

8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination

that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Land Space to construct, operate, repair, modify as necessary, and maintain thereon a 180' communications antenna monopole tower (including aviation hazard lights when required) (the "Tower"), one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); LESSEE's use described in this Paragraph 9 is hereinafter referred to as the "Permitted Use". LESSEE shall have unlimited access to the Premises twenty-four (24) hours a day, seven (7) days a week. All improvements, equipment, antennas and conduits shall be installed at LESSEE's expense and their installation shall be subject to the approval of LESSOR, said approval not to be unreasonably withheld. Subject to the other terms of this Agreement, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage (1) resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, or (2) resulting from or arising out of a material breach in the terms of this Agreement.

Notwithstanding anything herein to the contrary, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage (1) resulting from or arising out of the negligence or willful misconduct of any Co-Locator (as that term is defined hereinafter), its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents, or (2) resulting from or arising out of a Co-Locator's failure to comply with its obligations under the terms of this Agreement or the obligations of LESSOR under Paragraphs 9, 11(b), 15 and 16 of this Agreement had they been made applicable to a Co-Locator.

The indemnifications provided for in this Paragraph and elsewhere in this Agreement shall include indemnity against all reasonable costs, expenses (including, but not limited to, attorneys' fees), and liabilities incurred in or in connection with any such claim, and the defense thereof. The Parties' respective obligations under this Paragraph shall survive the expiration or termination of this Agreement.

11. INSURANCE.

- a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, to the extent such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000). In addition, LESSEE shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of LESSEE for full replacement value. LESSEE shall provide LESSOR with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Agreement or any Renewal Term, upon the request of LESSOR. LESSOR shall be named as an additional insured under the terms of the aforesaid commercial general liability insurance policy, which shall provide that LESSOR be given no less than fifteen (15) days advance notice of cancellation. LESSEE's leases with Co-Locators shall include provisions requiring them to procure the same coverages LESSEE is required to procure under the terms of this Paragraph, subject to the terms and conditions set forth herein.
- c. The Parties understand that LESSOR is self-insured and that it shall not be required to maintain any insurance coverages pursuant to the terms of this Agreement.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 32, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of

the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR.

14. INTENTIONALLY LEFT BLANK.

15. TOWER COMPLIANCE. LESSEE and/or any additional carriers co-locating at the Premises in accordance with Paragraph 4(d) ("Co-Locators") covenant that they will keep the Tower in good repair as required by all Laws (as defined in Paragraph 36 below). LESSEE and Co-Locator(s) shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers and it shall comply with all federal, state and local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and LESSEE's and/or Co-Locator(s)' operations thereon. If LESSEE fails to make such repairs, including, but not limited to, maintenance or have such repairs made within thirty (30) days of the date of LESSOR's written demand therefor, LESSOR may make the repairs and the costs thereof shall be payable to LESSOR by LESSEE on demand together with interest thereon commencing ten (10) days after the date of payment demand at ten percent (10%) per annum less such repairs cannot reasonably be cured within thirty (30) days, then within such longer period of time as may be reasonably necessary to cure such violation, provided that the LESSEE commences such cure within the foregoing thirty (30) day period and diligently pursues such cure to completion.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. LESSEE shall repair any damages caused by, arising out of or as an incident to the installation of its equipment and/or any Co-Locator's equipment on the Tower or the presence of that equipment on the Tower, said repairs to be made in a good and workmanlike manner and subject to the reasonable satisfaction of LESSOR. LESSEE shall be solely responsible for ensuring that the locations on the Tower where its equipment and/or any Co-Locator's equipment is mounted have sufficient structural capacity to support that equipment.

All of LESSEE's and/or Co-Locator(s)' antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all of LESSEE's and/or Co-Locator(s)' transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSEE shall supply to LESSOR copies of all structural analysis reports that have been done with respect to the Tower and, throughout the Term, LESSEE shall supply to LESSOR copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same. Notwithstanding the foregoing, this Agreement imposes no obligations upon LESSEE for the performance of structural analyses of the Tower.

LESSEE shall be responsible for Co-Locators' compliance with their obligations under the terms of this Paragraph.

16. INTERFERENCE. LESSEE agrees that it and any Co-Locators shall install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which

existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's (or Co-Locator's) equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, subject to the limitation that the interference must be reasonably remedied no later than thirty (30) days from the date of LESSOR's notice to LESSEE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE, provided, as to LESSOR's tenants other than LESSEE, existing leases permit LESSOR to prohibit tenants from causing such interference. The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

LESSEE shall be responsible for Co-Locators' compliance with their obligations under the terms of this Paragraph.

17. REMOVAL AT END OF TERM. LESSEE shall within ninety (90) days upon expiration of the Term, or any earlier termination of the Agreement, remove the Tower and any building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the Tower and all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Tower, building, antenna structure, fixtures and all personal property is completed. LESSEE's obligations under this Paragraph shall survive the expiration or termination of this Agreement.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith, in which event the rent payable shall be equal to that paid on a monthly basis for the preceding year subject to the annual increase provided for in Paragraph 4 of this Agreement. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 17 shall be equal to double the rent applicable during the month immediately preceding such expiration or earlier termination.

19. INTENTIONALLY LEFT BLANK.

20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of constructing, operating and maintaining cellular communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize

LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of constructing, operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

21. QUIET ENJOYMENT. So long as LESSEE complies with the terms, covenants and conditions of this Lease, it shall have the peaceful and quiet use of the Premises, subject to the terms, covenants and conditions of this Lease, without interference by LESSOR or anyone claiming rights in the Premises by, through or under LESSOR.

22. TITLE. LESSEE understands that the Property and this Agreement are subject to (1) any and all matters as would be disclosed by a properly conducted title search of the Property, and (2) such other matters as would be disclosed by a visual inspection of the Property. .

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 4. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. It shall be enforceable exclusively by means of an action commenced in either the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County and the Parties waive any claims they may have that such courts lack jurisdiction over or constitute inconvenient fora for the resolution of the Parties' dispute(s).

25. ASSIGNMENT AND SUBLEASE.

- a. Subject to the following terms of this paragraph, this Agreement shall be freely assignable by LESSEE to any other financially responsible party ("Assignee") without the necessity of obtaining LESSOR's consent. LESSEE's right to effect an outright transfer of this Agreement, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein, provided that, should LESSOR reasonably and with good cause object to Assignee's financial responsibility, LESSOR may require that LESSEE or Assignee post a bond in an amount sufficient to satisfy the cost to discharge LESSEE's obligations under Paragraph 17 above, in order to secure the performance of said obligations. LESSEE shall notify LESSOR in writing of the name and address of any assignee or collateral assignee.
- b. LESSEE shall have the unreserved and unqualified right to sublet or license all or any portion of the Tower and/or Land Space to sublessees without the necessity of

obtaining LESSOR's consent. Further, LESSOR shall not be entitled to any increase in rent for any portion of the Premises sublet by LESSEE, except as provided by Paragraph 4(d).

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Attention: City Administrator

LESSEE: Shenandoah Mobile, LLC
P.O Box 549
500 Shentel Way
Edinburg, VA 22824
Attn: Lease Administration

Copy To: Shenandoah Mobile, LLC
P.O Box 549
500 Shentel Way
Edinburg, VA 22824
Attn: General Counsel

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or three (3) days from the date of mailing, whichever is first to occur.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Premises; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors

and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

30. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's or other of LESSOR's tenants' ability to conduct their business on the Property; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if

the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

32. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE (in which event LESSEE shall bear the responsibilities of LESSOR under this paragraph) in the Premises or such conditions or concerns were caused by the activities of any of LESSOR's other tenants in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE., in which event LESSEE shall hold LESSOR harmless and indemnify it from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to (a) and (b) of this paragraph.

33. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest) only to the extent that such claim does not result in the diminution of funds available for the payment of LESSOR's claim. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws

relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:
Mayor and City Council of Cumberland,
a Maryland municipal corporation

WITNESS

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

Date: _____

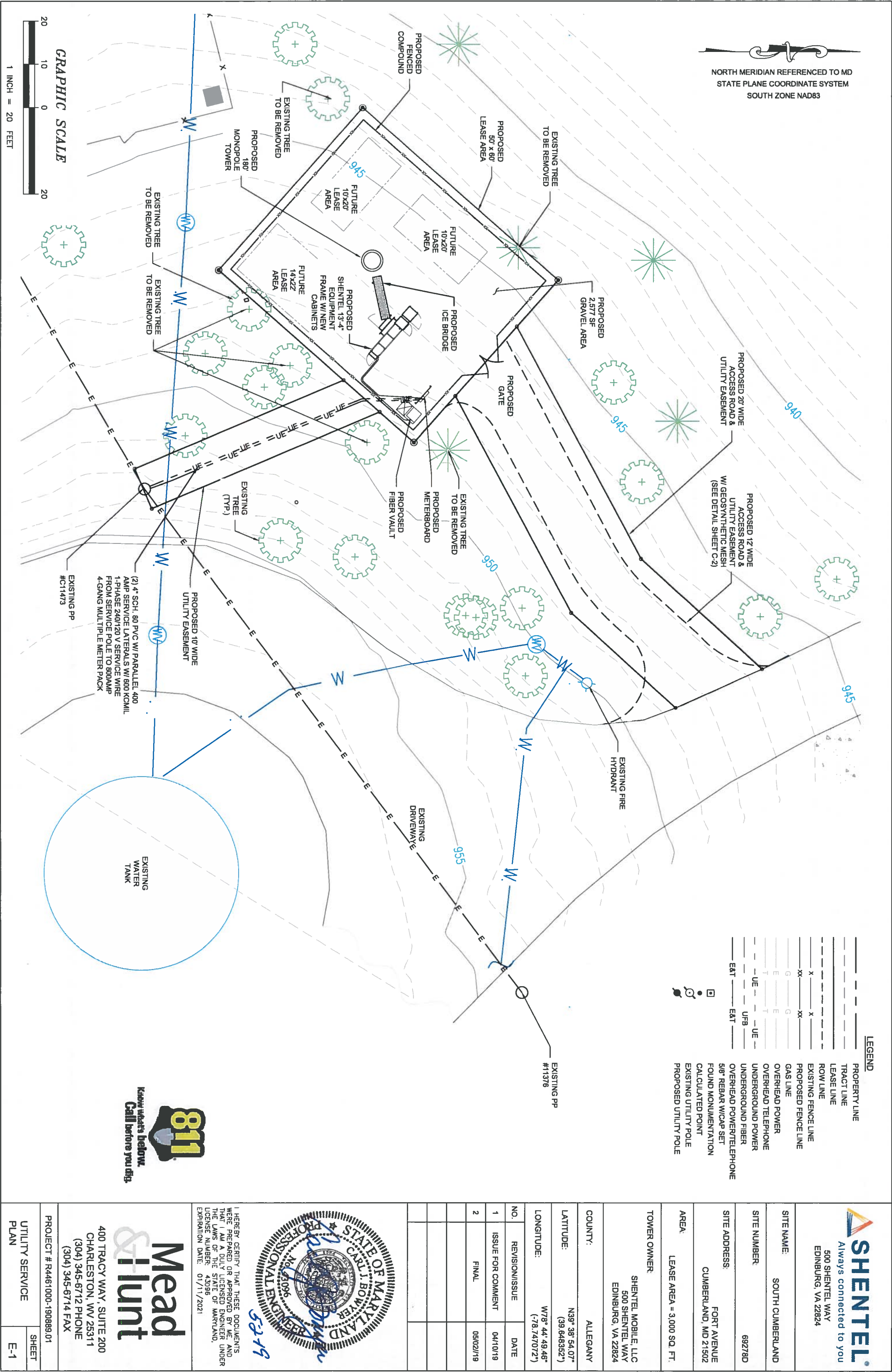
LESSEE:
Shenandoah Mobile, LLC

WITNESS

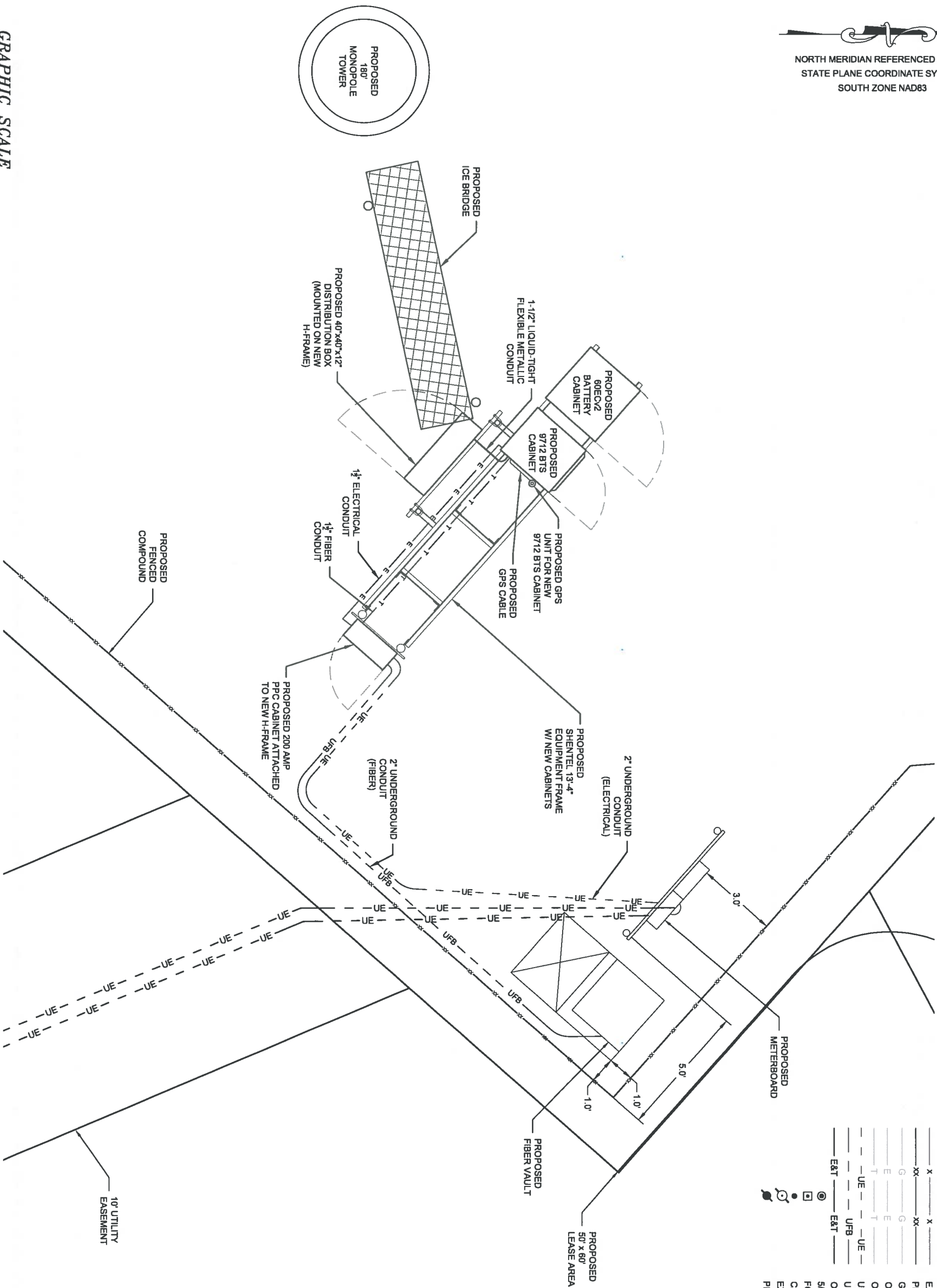
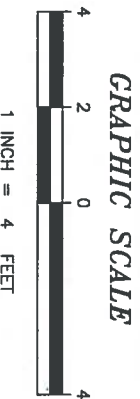
By: _____ (SEAL)

Its: _____

Date: _____



NORTH MERIDIAN REFERENCED TO MD
STATE PLANE COORDINATE SYSTEM
SOUTH ZONE NAD83



LEGEND	
	PROPERTY LINE
	TRACT LINE
	LEASE LINE
	ROW LINE
	EXISTING FENCE LINE
	PROPOSED FENCE LINE
	GAS LINE
	OVERHEAD POWER
	OVERHEAD TELEPHONE
	UNDERGROUND POWER
	UNDERGROUND FIBER
	OVERHEAD POWER/TELEPHONE
	5/8" REBAR W/ CAP SET
	FOUND MONUMENTATION
	CALCULATED POINT
	EXISTING UTILITY POLE
	PROPOSED UTILITY POLE

SHENTEL
Always connected to you
500 SHENTEL WAY
EDINBURG, VA 22824

SITE NAME: SOUTH CUMBERLAND

SITE NUMBER: 69278D

SITE ADDRESS: FORT AVENUE
CUMBERLAND, MD 21502

AREA: LEASE AREA = 3,000 SQ. FT.

TOWER OWNER: SHENTEL MOBILE, LLC
500 SHENTEL WAY
EDINBURG, VA 22824

COUNTY: ALLEGANY

LATITUDE: N39° 38' 54.07"
(39.648352°)

LONGITUDE: W78° 44' 49.48"
(-78.747072°)

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	04/10/19
2	FINAL	05/02/19



I HEREBY CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY ME, AND
THAT I AM A DULY LICENSED ENGINEER UNDER
THE LAWS OF THE STATE OF MARYLAND.
LICENSE NUMBER: 43096
EXPIRATION DATE: 01/11/2021

Mead & Hunt

400 TRACY WAY, SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE
(304) 345-6714 FAX

PROJECT # R4461000-190889.01

UTILITY SERVICE PLAN

SHEET
E-2



CABLES
(4) PROPOSED HYBRID-FLEX CABLES - 1 PER SECTOR (942-98866-1FXXX (32F) HYBRID-CABLE-6AWG-CONDUCTORS) (2) PROPOSED CAT5 (MMV) CABLES

- NOTES:
1. TOWER AND TOWER FOUNDATION DESIGN HAS BEEN PREPARED AND PROVIDED BY OTHERS. REFER TO MANUFACTURER'S APPROVED TOWER DRAWINGS OR CURRENT STRUCTURAL ANALYSIS. THE RF RAD CENTER OF THE PROPOSED ANTENNAS AND MOUNTING PLATFORM ARE BASED ON INFORMATION PROVIDED THROUGH SHENTEL.

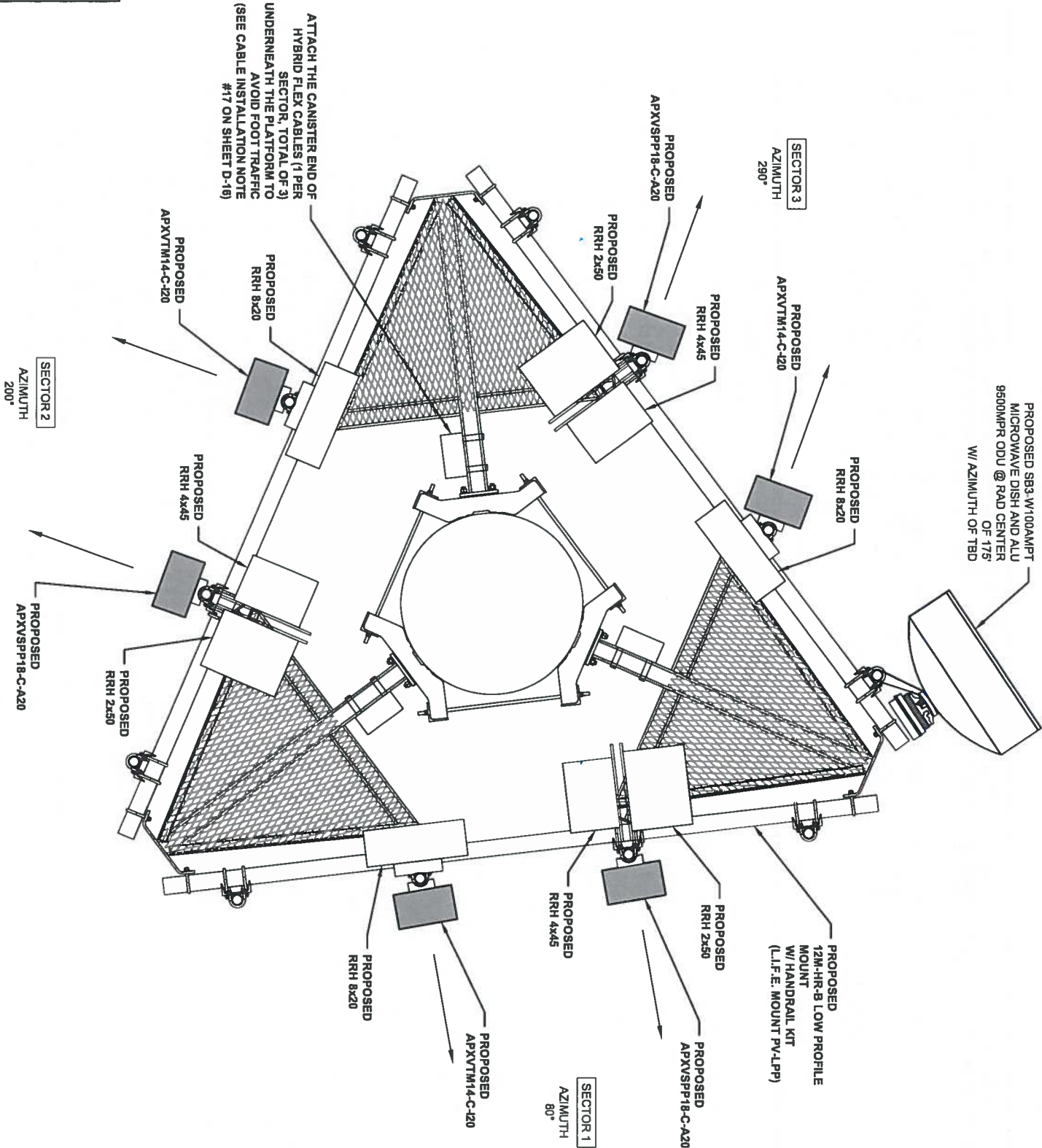
2. THIS DRAWING IS A GRAPHICAL REPRESENTATION OF THE TOWER. THE RF RAD CENTER OF THE PROPOSED ANTENNAS AND PROPOSED MOUNTING PLATFORM/SECTOR FRAME BASED ON INFORMATION PROVIDED THROUGH SHENTEL, AND/OR ANALYZED BY OTHERS. MEAD & HUNT CERTIFIES ONLY THAT INFORMATION PROVIDED TO MEAD & HUNT FOR THE PREPARATION OF THESE PLANS AND IS NOT CERTIFYING NOR WARRANTIES THE DESIGN NOR VERIFYING THE ANALYTICAL RESULTS OF THE STRUCTURAL ANALYSIS PERFORMED BY OTHERS.

3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE PROPOSED CABLES, CABLE LADDER, AND/OR OTHER CABLE SUPPORTING SYSTEM PER CURRENT STRUCTURAL ANALYSIS.

4. ALL COAX CABLES SHALL BE STACKED IN ACCORDANCE WITH THE CURRENT STRUCTURAL ANALYSIS. THE CONTRACTOR OR SUBCONTRACTOR SHALL FURNISH AND INSTALL CABLE LADDER RACK, CABLE TRAYS, ETC., AND/OR CONDUIT AS REQUIRED TO SUPPORT CABLES.

5. THE CONTRACTOR SHALL VERIFY WITH SHENTEL 48 HOURS PRIOR TO INSTALLATION OF ALL EQUIPMENT- CONFIGURATION AND ANY RELATED WORK RELATED TO THE COMPLETION OF THIS PROJECT.

6. THIS DRAWING IS FOR GENERAL INFORMATION ONLY.



PROPOSED ANTENNA CONFIGURATION
N.T.S.

NOTE:
HYBRID-FLEX CABLES ARE TO BE MOUNTED UNDER THE CROSS ARM TO AVOID FOOT TRAFFIC.



I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NUMBER: 43096
EXPIRATION DATE: 01/11/2021

Mead & Hunt

400 TRACY WAY, SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE
(304) 345-6714 FAX

PROJECT # R4461000-190889.01

ANTENNA CONFIGURATION	SHEET
	A-1

SHENTEL
Always connected to you
500 SHENTEL WAY
EDINBURG, VA 22824

SITE NAME: SOUTH CUMBERLAND

SITE NUMBER: 69278D

SITE ADDRESS: FORT AVENUE
CUMBERLAND, MD 21502

AREA: LEASE AREA = 3,000 SQ. FT.

TOWER OWNER: SHENTEL MOBILE, LLC
500 SHENTEL WAY
EDINBURG, VA 22824

COUNTY: ALLEGANY

LATITUDE: N39° 38' 54.07" (39.648362°)

LONGITUDE: W78° 44' 49.46" (-78.747072°)

NO. REVISION/ISSUE DATE

1 ISSUE FOR COMMENT 04/10/19

2 FINAL 05/02/19

CABLES
(4) PROPOSED HYBRID-FLEX CABLES - 1 PER SECTOR (942-98856-1FXXX (32F) HYBRID-CABLE-6AWG-CONDUCTORS)
(2) PROPOSED CAT5 (MM) CABLES

- NOTES:
- TOWER AND TOWER FOUNDATION DESIGN HAS BEEN PREPARED AND PROVIDED BY OTHERS. REFER TO MANUFACTURER'S APPROVED TOWER DRAWINGS OR CURRENT STRUCTURAL ANALYSIS. THE RF RAD CENTER OF THE PROPOSED ANTENNAS AND MOUNTING PLATFORM ARE BASED ON INFORMATION PROVIDED THROUGH SHENTEL.
 - THIS DRAWING IS A GRAPHICAL REPRESENTATION OF THE TOWER, THE RF RAD CENTER OF THE PROPOSED ANTENNAS AND PROPOSED MOUNTING PLATFORM/SECTOR FRAME BASED ON INFORMATION PROVIDED THROUGH SHENTEL, AND/OR ANALYZED BY OTHERS. MEAD & HUNT CERTIFIES ONLY THAT INFORMATION PROVIDED TO MEAD & HUNT FOR THE PREPARATION OF THESE PLANS AND IS NOT CERTIFYING NOR WARRANTING THE DESIGN NOR VERIFYING THE ANALYTICAL RESULTS OF THE STRUCTURAL ANALYSIS PERFORMED BY OTHERS.
 - THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE PROPOSED CABLES, CABLE LADDER, AND/OR OTHER CABLE SUPPORTING SYSTEM PER CURRENT STRUCTURAL ANALYSIS.
 - ALL COAX CABLES SHALL BE STACKED IN ACCORDANCE WITH THE CURRENT STRUCTURAL ANALYSIS. THE CONTRACTOR OR SUBCONTRACTOR SHALL FURNISH AND INSTALL CABLE LADDER RACK, CABLE TRAYS, ETC., AND/OR CONDUIT AS REQUIRED TO SUPPORT CABLES.
 - THE CONTRACTOR SHALL VERIFY WITH SHENTEL 48 HOURS PRIOR TO INSTALLATION OF ALL EQUIPMENT/ CONFIGURATION AND ANY RELATED WORK RELATED TO THE COMPLETION OF THIS PROJECT.
 - THIS DRAWING IS FOR GENERAL INFORMATION ONLY.

LIGHTNING ROD = 184'± (AGL)

TOP OF TOWER ELEV. = 180' ± (AGL)

SHENTEL ANTENNAS RAD CENTER ELEV. = 175' (AGL)

PROPOSED SB3-W100AMP T
MICROWAVE DISH AND ALU
9500MPR ODU @ RAD CENTER
OF 175'
W/ AZIMUTH OF TBD

180'

(4) PROPOSED HYBRID-FLEX CABLE
RUNS (1-PER SECTOR)
(2) CAT5 (MM) CABLES

TOP OF FOUNDATION ELEV. 0' (AGL)

TOWER ELEVATION
N.T.S.



500 SHENTEL WAY
EDINBURG, VA 22824

SITE NAME: SOUTH CUMBERLAND

SITE NUMBER: 69278D

SITE ADDRESS: FORT AVENUE
CUMBERLAND, MD 21502

AREA: LEASE AREA = 3,000 SQ. FT.

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(-78.747072°)

NO.	REVISION/ISSUE	DATE
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1	ISSUE FOR COMMENT	04/10/19
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2	FINAL	05/02/19
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I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NUMBER: 43096
EXPIRATION DATE: 01/11/2021



400 TRACY WAY, SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE
(304) 345-6714 FAX

PROJECT # R4461000-190889.01

TOWER ELEVATION	SHEET
	A-2

Council Agenda Summary

Meeting Date: May 21, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Jeff Rhodes, City Administrator

Item Title: Order authorizing execution of a Donation Agreement with Millard D. Robertson (Donor) regarding property at 101 North Cedar Street (Tax Acct. No. 04-006852 / Allegany County Land Records Book 548, page 539), authorizing acceptance of the deed, allowing for the extension of the closing date if necessary, and authorizing the City Administrator and City Solicitor to sign documents necessary for the transfer

Summary:

101 South Cedar is a severely blighted property that was damaged by fire, rendering the property inhabitable. The current owner does not have the financial ability to repair the property and has offered to donate the property to the City. The City's acceptance of the property will speed up the process to allow us to deal with it rather than letting it go to tax sale and having to deal with the time and cost associated with the tax foreclosure process. There are no outstanding liens on the property.

Issues and Considerations:

None

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

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

ORDER NO. _____

DATE: May 21, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between Millard D. Robertson (Donor) and the Mayor and City Council of Cumberland (Donee) whereby certain property at 101 North Cedar Street (Tax Acct. No. 04-006852; Allegany Co. Land Records Book 548, page 539) shall be transferred to the City for the sum of One Dollar (\$1.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effective the transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreement for said purpose; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Millard D. Robertson** ("Mr. Robertson") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Mr. Robertson owns the parcel of real property together with the improvements thereon at 101 North Cedar Street, if any, described as follows and hereinafter referred to as the "Property":

Tax Id No. 04-006852; described in the deed recorded in Land Records of Allegany County, Maryland at Book 548, page 539.

WHEREAS, Mr. Robertson has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. Donation. Subject to the terms and conditions of this Agreement, Mr. Robertson agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. Estate/Condition. The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Mr. Robertson shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. Contingencies. Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. Title. Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. Appraisal. Mr. Robertson has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Mr. Robertson shall provide the City with the appropriate tax documents relative to his eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Mr. Robertson shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Mr. Robertson with respect to such matters.

6. Risk of Loss. The Property shall to be held at the risk of Mr. Robertson until legal title has passed to the City.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

(i) The amount of cash and a description (but not value) of any property other than cash contributed.

(ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

7. **Possession.** Mr. Robertson agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Mr. Robertson held title to the Property (including land, surface water, ground water, and improvements), Mr. Robertson warrants that he has, by acts or omission or commission, not subjected the Property to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Properties, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Mr. Robertson discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Mr. Robertson are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City

fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Mr. Robertson may pursue any legal or equitable rights which may be available to him. If Mr. Robertson fails to make full settlement or is in default due to his failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. Assignability. This Agreement may not be assigned except by written agreement of the parties.

14. Captions. The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Mr. Robertson:

Millard D. Robertson
10910 Old Johnson Road
Cumberland, MD 21502

To the City:

Jeffrey D. Rhodes
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. **Waiver of Jury Trial.** MR. ROBERTSON AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY MR. ROBERTSON AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

21. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

22. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Contract. Once said facsimile and/or other

electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

24. Counterparts. This Contract may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

.

_____(SEAL)
Millard D. Robertson

Date

.

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By:_____(SEAL)
Ray Morriss, Mayor

date

Council Agenda Summary

Meeting Date: May 21, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Margie Woodring, City Clerk

Item Title:

Order reappointing Thomas Farrell to the Zoning Board of Appeals for a three-year term that will be effective retroactive to January 15, 2019 and continuing through January 15, 2022

Summary:

Mr. Farrell has agreed to continue to serve on the Zoning Board of Appeals for another 3-year term. His current term officially expired in January of 2019; therefore, his reappointment will be retroactive to that date to ensure continuity of appointment for this seat.

Issues and Considerations:

N/A

Fiscal Impact:

Is this item budgeted? ☐ Yes ☐ No

Budget:	Enter Text Here
---------	-----------------

Value of award:	Enter Text Here
-----------------	-----------------

If item is not budgeted, does the budget need to be appropriated? ☐ Yes ☐ No

Is there grant funding being used? ☐ Yes ☐ No

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

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

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

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

ORDER NO. _____

DATE: May 21, 2019

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

THAT, Tom Farrell be and is hereby reappointed to the Zoning Board of Appeals for a three-year term to be effective retroactive to January 15, 2019 and continuing through January 15, 2022.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: April 27, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Enter Text Here

Item Title:

Order authorizing the Chief of Police to accept a State Aid for Police Protection (SAPP) Fund Grant for FY20 in the amount of \$493,136 for the period 7/1/19 – 6/30/20 to be used to provide adequate police protection in the city of Cumberland

Summary:

This grant award through the Governor's State Aid for Police Protection Fund is provided yearly to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland. There are no matching funds required from the City. The total amount of grant funds to be awarded to the City is \$493,136.00.

Issues and Considerations:

None.

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

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

ORDER NO. _____

DATE: May 21, 2019

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

THAT the Chief of Police be and is hereby authorized to accept a State Aid for Police Protection (SAPP) Fund grant for FY20 in the amount of Four Hundred Ninety-three Thousand, One Hundred Thirty-six Dollars and No Cents (\$493,136.00) for the period 7/1/19 – 6/30/20 to be used exclusively to provide adequate police protection in the City of Cumberland.

Raymond M. Morriss, Mayor

Grant: SAPP-2020-0092



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

May 08, 2019

Chief Charles H Hinnant
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

SAPP-2020-0092

Dear Chief Hinnant:

Please be advised that, pursuant to the FY 2020 State budget, the Cumberland Police Department will receive \$493,136.00 from the FY 2020 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2020 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2019 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 25, 2020. Payments will be made on the last day of each quarter.

To participate in the FY 2021 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2021) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2019) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2021 will be tentatively available on our website in November 2019, and will be available to download through our website at

<http://goccp.maryland.gov/grants/programs/sapp/>. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at

<http://goccp.maryland.gov/grants/changing-authorized-official/>.



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

I hope our office becomes a more valuable resource for your organization as we strive to deliver our services in a customer-friendly fashion. If you need any assistance, please contact Angela Carpintieri, SAPP Program Manager, by email at Angela.Carpintieri@maryland.gov or phone at (410) 697-9297.

Sincerely,

A handwritten signature in black ink, appearing to read 'V. Glenn Fueston, Jr.'.

V. Glenn Fueston, Jr.
Executive Director

Cc: Lieutenant Chuck Ternent
Ms. Cindy Hartley



Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Tisari, Anna

Governor's Office of Crime Control and Prevention

Grant Award - Special Conditions

Grant Award Number:	SAPP-2020-0092	Sub-Recipient:	Cumberland Police Department
Award Period:	07/01/2019 - 06/30/2020	Implementing Agency:	Cumberland Police Department
Project Title:	State Aid for Police Protection		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.

- 2 If the Maryland State Police (MSP) encounters difficulty obtaining the necessary crime data on a timely basis from local jurisdictions that provide the data for inclusion in the UCR, MSP shall notify the Governor's Office of Crime Control & Prevention (GOCCP). GOCCP shall withhold a portion, totaling at least 15% but no more than 50%, of that jurisdiction's State Aid for Police Protection (SAPP) grant funds upon receipt of notification from MSP.
- 3 Form 1 (Actual Expenditures for Police Protection) and your agency's Annual Audit These reports are due to arrive at GOCCP no later than COB on January 25th. Form 1 figures must also reconcile to your auditor's report.



Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Tisari, Anna

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number: SAPP-2020-0092
Sub-recipient: Cumberland Police Department
Project Title: State Aid for Police Protection
Implementing Agency: Cumberland Police Department
Award Period: 07/01/2019 - 06/30/2020

CFDA: State

Funding Summary	Grant Funds	100.0 %	\$493,136.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$493,136.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Budget Allocation	Grant Funds	1	\$493,136.00	\$493,136.00
Other Total:				\$493,136.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/1/2019

Council Agenda Summary

Meeting Date: May 21, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Diane Johnson, Director of Parks and Recreation

Item Title:

Order lifting the provisions of Section 11-113 of the City Code, entitled “Open Containers of Alcohol,” in Constitution Park from 5 PM until 10PM on Wednesday, May 22, 2019 to accommodate the Pre DelFest event in the park; notwithstanding that open glass containers shall not be permitted

Summary:

The Parks and Recreation Board has arranged a Pre DelFest party on Wednesday, May 22nd from 6 PM – 9 PM in the Constitution Park. Two bluegrass bands, Serene Green and Folkenphunk, will be playing, food vendors will be available, and alcohol will be permitted to be carried into the park.

Issues and Considerations:

Enter Text Here

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

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

ORDER NO. _____

DATE: May 21, 2019

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted in Constitution Park from 5:00 p.m. until 10:00 p.m. on Wednesday, May 22, 2019, to accommodate the Pre-DelFest event being held in the park;

NOTWITHSTANDING THE FOREGOING, open glass containers shall not be permitted.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

May 17, 2019

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

Dear Mayor and Council Members,

The deadline has passed for receiving a petition calling for a referendum on Charter Amendment Resolution Nos. 145, 146, and 147 detailed. With no petition being filed, each of these Charter Amendments became effective April 24, 2019.

CHARTER AMENDMENT RESOLUTION NO. 145 – to repeal Charter Section 75 pertaining to carrying concealed weapons as prohibitions against carrying concealed weapons are set forth in Section 4-101 of the Criminal Law Article of the Annotated Code of Maryland

CHARTER AMENDMENT RESOLUTION NO. 146 – to repeal and reenact with amendments Charter Section 24 pertaining to the publication of ordinances, when ordinances take effect, and the admissibility of codification in evidence

CHARTER AMENDMENT RESOLUTION NO. 147 – to repeal Charter Sections 192-203 pertaining to the City's governance of the former Memorial Hospital

MAYOR

RAYMOND M. MORRIS

COUNCIL

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

CITY ADMINISTRATOR

JEFFREY D. RHODES

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

MARJORIE A. WOODRING

Sincerely,

Marjorie A. Woodring
City Clerk



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258



May 9, 2019

Ms. Margie Woodring, City Clerk
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Dear Ms. Woodring,

This letter serves as a formal request to close the street in front of the South Cumberland Library's main entrance and parking lot on 1st Street from 4 p.m. – 8 p.m. As part of our Summer@Your Library program, we are having a community block party from 5:30-7:00 on June 20th and would like to close the street portion for the safety of those attending. I will also contact CBIZ for special insurance documentation for the event.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Howell".

Jennifer Howell
Director of Programming
Phone: 301-777-1200, ext. 1006
Fax: 301-777-7299
Email: jhowell@alleganycountylibrary.info
Web: <http://www.alleganycountylibrary.info>