



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
57 North Liberty Street, City Hall Council Chambers

DATE: September 17, 2019

OPEN SESSION - 6:15 p.m.

Pledge of Allegiance

Roll Call

Presentations

1. Presentation of the 2019 Historic Preservation Award to HRB Ventures, LLC by Suzanne Wright, Chairperson of the Historic Preservation Commission

Director's Reports

(A) Administrative Services

[Administrative](#) Services monthly report for August, 2019

(B) Public Works

[Maintenance](#) Division monthly report for August, 2019

(C) Fire

[Fire](#) Department monthly report for August, 2019

(D) Utilities - Flood, Water, Sewer

[Utilities](#) Division Flood/Water/Sewer monthly report for August, 2019

Approval of Minutes

1. Approval of the Closed Session Minutes of June 11, 2019, and the Regular Session Minutes of July 2 & 16, 2019

Public Hearings

- [1.](#) Public Hearing - to receive comment on a proposed Zoning Text Amendment (ZTA #12-08) to add Sections 25-501 through 25-512 to the current Zoning Code for the purpose of regulating Small Cell Technology in public right of ways
2. Public Hearing - to receive comment on the 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the City's Community Development Block Grant Program

New Business

(A) Ordinances

[Ordinance](#) No. 3859 - authorizing terms for the conveyance of 349 Davidson Street to Venus Starr and to authorize execution of a deed to effect the conveyance

(B) Orders (Consent Agenda)

[Order](#) No. 26,524 - approving the award of Historic District Tax Incentives to Daniel and James Rhee and Sam J. Lee, owners of 45 North Centre Street equaling a property tax credit of \$15,206.08 to be used within 5 years and a property tax assessment freeze for 4 years

[Order](#) No. 26,525 - authorizing the execution of a 3-year Small Enterprise License Agreement with ESRI (Environmental Systems Research Institute, Inc.) for sufficient seats within the system for water, sewer, and engineering departments at a cost of \$25,000 each for years 2 & 3, and \$19,301.63 for year 1 due to a credit in the annual maintenance already being paid for that year

[Order](#) No. 26,526 - authorizing the execution of an Employee Assistance Program Service Agreement with the Western Maryland Health System Corp. to provide assistance to City employees, their spouses, and dependents for a term of 3 years at a rate of \$27 per employee per year

[Order](#) No. 26,527 - Authorizing acceptance of a Certified Local Government Sub-grant from the MD Historical Trust in the amount of \$23,846 to be used for the purpose of evaluating the economic impacts of Historic Preservation in Cumberland

[Order](#) No. 26,528 authorizing the City Engineer to execute a letter of interest to the U.S. Army Corps of Engineers (USACE) to allow a Decision Document to be generated for the Canal Rewatering Project (28-19-FPM), which will in turn allow federal funds to be allocated for this project.

[Order](#) No. 26,529 - authorizing payment to Allegany County for invoices pertaining to the Replacement of Bridge No. A-C-09 on Cumberland Street over CSXT Railway Project, as Allegany County will be paying the MD Department of Transportation directly and seeking reimbursement from the City for its cost share portion estimated at \$98,970, which is 20% of the total estimated project cost of \$494,854

[Order](#) No. 26,530 - declaring City-owned property at 307-309 Arch Street to be surplus and stating the City's intent to donate the property to the Cumberland Housing Alliance, Inc.

[Order](#) No. 26,531 - adopting the 2019 Destination by Design Civic Master Plan for the City of Cumberland

Letters / Petitions

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

Item Attachment Documents:

Administrative Services monthly report for August, 2019

Administrative Services Monthly Report for August, 2019

September 17, 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 August 2019:

Management Information Systems (MIS) Department August 2019

Statistics

240 completed help desk requests

244 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with Community Development on new software deployment project
- Continue making network changes to update our environment and improve security
- Examine bids to replace copiers
- Coordinate with county on replacing police incident reporting system with newer hardware in different location

Parks and Recreation

August 2019

Movies under the Stars – Friday August 16, at the Constitution Park Pool – “Ralph Breaks the Internet” attendance: 100

Free swim 6:30 – 8:00 p.m. Prior to the showing of the movie beginning at 8:30 p.m.

Family evening event was well received by the community.

Sunday in the Park Concert series: Four concerts were held at the Park Amphitheater in August – Jason McDonald, Back Beat, Shanty Irish, and 28 Speedway, performed.

Funding for this program is provided by the City of Cumberland, Parks & Recreation.

National Night Out- Pre-event Monday August 5, Free Swim and showing of the movie “A Dog’s Way Home” at the Constitution Park pool. Attendance – 250 +

Pavilion Reservations and usage for the month of August: 43 reservations utilized pavilions, 15 new reservation were made in August

Baseball/ Softball League play and practices for August:

The City of Cumberland provides fields for the following leagues:

Pee Wee Football team – Renegades – practices, & scrimmage

Girls Softball League – Fall Ball

Dapper Dan Fall Baseball

Industrial League

Co-ed League

**Football and Soccer practices began in August at the Mason Complex, & Jaycee fields. **

Mason Cup – Marble Tournament – Held at Constitution Park Marble Rings August 3 & 4
Event held at the New Marble Rings, located in Grove 4, at Constitution Park

Constitution Park Pool

The Park pool was closed August 26-30 – (Public School opened for the school year.) The Pool will be reopening for Labor Day Weekend, August 31 September 1 & 2

26 Days of Operation – Regular gate Attendance: 2,205

Total gate income for the Month of August \$ 4,965.50

YMCA members 855, Y Day Camp participants 413

Other group usage – 122, Attendance from pool passes - 188

5 Pool Parties – Attendance - 174

Swimming lessons are held in conjunction with day camp swimming lessons, Monday – Friday

11-11:45 a.m. 7 Lessons (33 – public participants, 94 - Day Camp participants)

Constitution Park Day Camp

7 Days of Day Camp – Attendance: 537

Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Reading & computers,

Dance, Breakfast, Lunch, snack, afternoon swimming, “Fun Friday” Special event day, and Bus transportation (funded by *Department of Social Services*)

- *Cooperative Extension service* provided activities related to nutrition and farming, every Monday - Thursday. Hands on activities – movement and exercise, gardening, games, music and more, directed by Sarah Bernard, from the Extension Office.
- **Summer Lunch Program** the Parks & Recreation Department serves as sponsor for the **Summer Lunch Program** for Cumberland. Area sites include Constitution Park Day Camp, YMCA Riverside summer program, Baltimore Ave YMCA programs
- **August meals served** – Lunches: 880, Snacks: 1,239

Summer Lunch Program 2019 season totals:

Lunches: 5,108, Snacks: 6,497served

Breakfast at Day Camp – “*Summer Lunch Box*” provided Breakfast for the 8 week day camp participants arriving at camp without eating breakfast. ***Breakfast served: 819***

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

Meetings attended:

Staff Meeting

Day camp – meetings & clean up

Final review of local summer lunch sites

Upcoming:

Wrap up of pool operations and summer

Resume Recreation Advisory Board Meeting – September 9

Planning for fall events

Summer Food Service – State review and wrap up – (Wednesday, September 4– Meeting)

Community Development Report

August 2019

CODE COMPLIANCE

Code Enforcement Activity:

July: 76 reports with 37 of closed.

Closed 26 add'l cases from previous months.

<u>Nuisance & Junk Vehicle</u>		<u>Property Maintenance</u>		<u>Building Code</u>	
Reported	64	Reported	14	Reported	6
Resolved	35	Resolved	0	Resolved	4

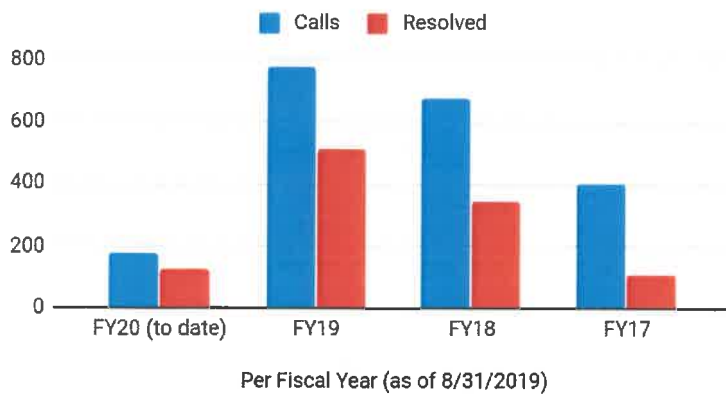
Housing Code

Reported	6
Resolved	2

Zoning

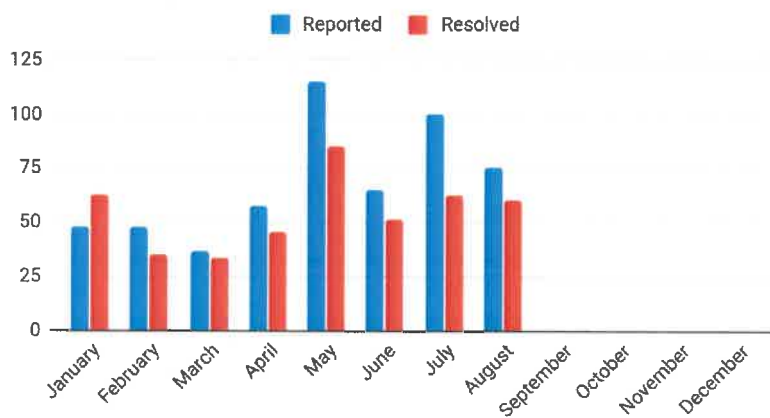
Reported	2
Resolved	0

Calls vs. Resolved per FY

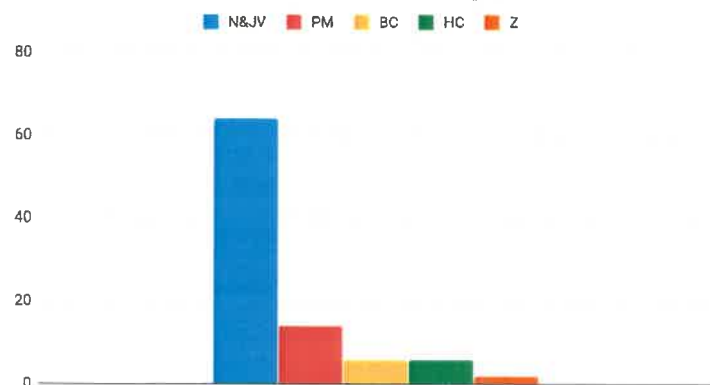


Note: CD is up 6% for FY20 on resolving reports vs. FY19; with a 37% increase from FY18.

Calls vs. Resolved per Month



Types of Code Violations Reported for August 2019



Permits, Applications, and Licenses

Building Permits

Received: 11
Issued: 1

Occupancy Permits

Received: 4
Issued: 4

Plan reviews, etc.

Received: 1
Issued: 0

COA Permits

Received: 3
Issued: 3

Rental Licenses

Issued/Renewed: 2271

Housing Inspections

Conducted: 48
Passed: 48

Demolitions

Received: 1
Issued: 1

Revenue

Building Permits\$330.00
Bldg. Permits, Miscellaneous.....139.00
Occupancy Permits120.00
Utility Permits2,125.00
Plan Reviews, Amendments & Appeals25.00
Municipal Infractions/Citations0.00
Rental Licenses (new & renewals)37,500.00
Inspection Requests (paid)0.00
Certificates of Appropriateness.....60.00

TOTAL\$40,299.00

Demolition Permit - Bonds.....0.00

Code Compliance Manager Report – Noted Activity

- Permitting portion of Citizen Serve complete.
- 450 Waverly terrae, 124-126, 128 Arch St. adjudicated; owner received an extension by judge.
- Over 50% of Residential Rental are paid. Fees double Sept. 1.
- 107-109 Springdale St was razed.
- Fire Marshall expedite the housing unit for Bishop Walsh Boys Dormitory.
- Notice of Violation letters sent to 14, 909 Virginia Ave. and 9 Clement St.

Community Services Specialist Activity (notable from norm):

- Attended 2 of 3 Citizen Software meetings re: new data entry system
- Created sharable Identified Blight Properties spreadsheets in word/.pdf for Blighted Property Committee
- Created a Permit Process visual for Mgr. to present CEDC re: Permit Applications
- National Night Out held 8/6, attendance estimate 870
 - Kick-off Event/Swim & Movie held 8/5, attendance 104
 - 90 organizations contributed with 81 represented at the event
 - In-kind contribution estimated \$36,067.69
- SCBCA 70th Annual Halloween Parade planning, 8/13

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG) Monthly Activity	June Report	2019				
Activity	Year	Initial Fund	ERR	Contract	Spent	Remain
Amtrak Phase 2 - Mechanic St.	15 & 16	97811	x		97811	\$0.00
ADA Sidewalk Imps (Cumberland St)	2015	110000	x		20517.54	\$89,482.46
Mechanic Street	2015	11607.72			11607	\$0.00
Mechanic Street	2016	138040.02			61061.48	\$76,978.52
Mechanic Street	2017	78296.85			0	\$78,296.85
Mechanic Street	2017	50489.21	x		0	\$50,489.21
CB Sidewalk funds Bellevue R partial	2017	101489.22			0	\$23,192.37
Amtrak Infrastructure Improvements Phase 4/Mechanic St	2017	50489.21	x		0	\$50,489.21
YMCA Lower Level Rehab Ph. 4	2018	94122	x		0	\$94,122.00
CHNS Closing Cost Grant	2018	13403	x	x	0	\$13,403.00
Friends Aware, Inc. Facility Rehab Ph. 4	2018	79913	x	x	63001.05	\$16,911.95
Salvation Army Facility Rehab: HVAC Rep- pending	2018	63403	x	x	0	\$63,403.00
Central Bus District Commercial Accessibility Design	2018	13403			0	\$13,403.00
Family Crisis Resource Center Operations	2018	10903	x	x	7498.26	\$3,404.74
Hous. Authority JFV Sidewalk Repl. Proj. Ph. 3	2018	54154	x	x	36000	\$87,740.42
Archway Station Inc., Health Home Program	2018	6153	x	x	6153	\$0.00
Associated Charities Short Term Prescription	2018	11403	x	x	11403	\$0.00
Associated Charities Long Term Prescription	2018	16403	x	x	11687.2	\$4,715.80
Incredible Years Parenting Program (The Fam. Junct.)	2018	16403	x	x	8983.07	\$7,419.93
HRDC Emergency Assistance Program	2018	21653	x	x	19166.81	\$2,486.19
AHEC West Denture Clinic	2018	7903	x	x	5900	\$2,003.00
AHEC West Health Right Dental Access	2018	10903	x	x	7841.31	\$3,062.00

Program						
Amtrak Ph. 4 Infrastructure : Mechanic St. phase	2018	136923	x	x	0	\$136,923.00
correct on 6/11/2019	PRE-	June 19 dr.	POST	May19 draw		
		Orig.			Spent	Remain
2017 Admin	2017	120806.21			91695.21	\$29,111.00
2017 Indirect Cost	2017	9683			9683	\$0.00
2017 Fair Housing	2017	10489.21			9390.45	\$1,098.76
2018 Admin	2018	125322			39573.77	\$85,748.23
2018 Indirect Cost	2018	10081			7560	\$2,521.00
2018 Fair Housing	2018	13403			6360.53	\$7,042.47
completed 3 activities this month						

Community Development Programs Manager Report

The Cumberland Historic Preservation Commission approved one Certificate of Appropriateness at their August 14, 2019 meeting - 305 Washington Street.

Section 106 Reviews were completed for 601 Kelly Road and 205 Baltimore Avenue.

Submitted the 2019 Community Parks and Playgrounds Application to the Department of Natural Resources for a consideration of funding to three projects - new sand volleyball courts at Allegany College of Maryland, an updated play facility at Jane Frazier Village on First Street, and an updated play facility at the Johnson Heights' medical building on Kent Avenue

Participated in a webinar hosted by HUD regarding the use of CDBG funds for code enforcement on August 20th

Attended a Fair Housing Seminar at the South Cumberland Library on August 21st on "Knowing Your Civil Rights"

Working with staff from the Engineering department, I provided a recommendation for the use of revenue from the 2003 Community Legacy loan that was awarded to property owners in Downtown Cumberland from recaptured funds. This proposal is on hold by the Finance Department until I am able to obtain confirmation from MD DHCD that the directions for the reallocation that were defined in a 2003 letter are still valid.

The press release for the ribbon cutting ceremony for the new Sound Garden at Constitution Park was released to the media and project partners. The ceremony will take place on September 9th at 5pm at the site.

Provided the final report for the Community Legacy-funded Centre Street parklet project and initiated a Request for Payment for the Community Legacy-funded Leasehold Improvement Program.

Comptroller's Office

August 2019

Cash Flow:

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

On August 1, 2019 the City had a cash balance of \$2 million. Disbursements exceeded receipts by \$748K resulting in a cash balance of \$1.3 million at August 31, 2019.

As of August 31, 2019, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund) \$ 8,380,662

	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2020	\$ 8,113,748	\$ 9,632,548	\$ 10,716,038	\$ -	\$ 7,030,258
FY 2019	865,153		49,321		\$ 815,832
FY 2018	398,783	-	5,514	-	393,269
FY 2017	44,237	-	830	-	43,407
FY 2016	30,635	-	-	-	30,635
FY 2015	26,695	-	-	-	26,695
FY 2014	16,108	-	-	-	16,108
FY 2013	12,101	-	-	-	12,101
FY 2012	6,050	-	290	-	5,760
FY 2011	3,282	-	-	-	3,282
Prior FY's	3,315	-	-	-	3,315
	<u>\$ 9,520,107</u>	<u>\$ 9,632,548</u>	<u>\$ 10,771,993</u>	<u>\$ -</u>	<u>\$ 8,380,662</u>

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

Real property (non-owner occupied)	\$ 3,665,947
Non-Corp Personal Property	27,909
Corporate Personal Property	287,197
Real Property (semiannual payments)	3,049,205
Real Property (Half Year)	-
	<u>\$ 7,030,258</u>

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

Cash and Investment Summary**August 31, 2019**

	Cash	Investments
Beginning Balance	\$ 2,023,912	\$ 15,295,669
Add:		
Cash Receipts	5,351,659	-
Investment Transfer	-	-
Less:		
Disbursements	6,099,164	-
Investment Transfer	-	-
Ending Balance	\$ 1,276,407	\$ 15,295,669
Restricted	\$ 338,085	\$ 6,864

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

Restricted Cash

	8/1/2019	Increase	Utilization	8/31/2019
Police Seizures	\$ 85,989	\$ 1,116	\$ -	\$ 87,105
Bowers Trust	92,798	-	-	92,798
Restricted Lenders	106,341	-	-	106,341
Other	51,841	-	-	51,841
	\$ 336,969	\$ 1,116	\$ -	\$ 338,085

Restricted Investments

	8/1/2019	Increase	Utilization	8/31/2019
DDC	\$ 6,864	\$ -	\$ -	\$ 6,864
	\$ 6,864	\$ -	\$ -	\$ 6,864

Other restricted cash in includes demolition bond deposits held and solicited donations for the Joe Maphis statute project.

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

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	8/1/2019	Utilization	8/31/2019
CDA 2014	\$ 575,642	\$ -	575,642
CDA 2015	1,762,737	\$ -	1,762,737
CDA 2017	121,752	\$ -	121,752
CDA 2018	2,055,693	-	2,055,693
	\$ 4,515,824	\$ -	\$ 4,515,824

CSO Projects Debt Draws

	8/1/2019	Utilization	8/31/2019
Evitts Creek Debt	\$ 143,260	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-
WWTP Debt	2,692,146	-	2,692,146
WWTP Grant	18,845,012	-	18,845,012
	\$ 21,680,418	\$ -	\$ 21,680,418

Key financial metrics

Fund		YTD Thru Aug	FY 20 Budget	YTD Thru Aug	FY 19 Total
General	Real Estate Taxes	9,384,903	9,572,001	9,322,956	9,351,492
General	Per Property Taxes	293,569	2,440,000	1,316,594	2,423,674
Water	Inside Residential	281,576	2,201,000	302,702	2,041,333
Water	Outside Industrial	290,256	1,838,000	284,913	1,716,170
Water	Water Company	344,802	2,293,000	295,717	2,006,726
Sewer	Inside Sewer	696,103	6,000,000	609,090	5,359,822
Sewer	LaVale	219,460	3,000,000	448,172	3,083,851
Sewer	Bedford Road				

Respectfully submitted,

Jeff Rhodes
City Administrator

Item Attachment Documents:

Maintenance Division monthly report for August, 2019

MAINTENANCE DIVISION REPORT
August 2019

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
AUGUST 2019**

- POTHoles AND COMPLAINTS
 - Potholed 27 Streets & 7 Alleys using 28.5 tons of hot mix asphalt
- PERMANENT PATCHING
 - Patched 3 areas using 28.5 tons of hot mix asphalt
- UTILITY HOLES
 - Repaired 6 water utility holes using 28.5 tons of hot mix asphalt
 - Repaired 4 water utility holes using 4.25 yards of concrete
 - Repaired 2 sewer utility holes using 7 tons of hot mix asphalt
 - Repaired 1 sewer utility hole using 1.25 yards of concrete
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - No signs installed in August 2019
- STREET SWEEPING
 - 648 miles
 - 42 loads
- MISCELLANEOUS
 - Completed 50 Work Orders
 - Set up traffic control, No Parking signs and worked overtime for National Night Out event
 - Removed old meter poles in George St Parking Garage on OT and rainy days
 - Delivered 200 cones & 6 barricades to Classic Car Wash for Super Cruise event
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 5 times.
 - Picked up 3 dead animals
 - Picked up trash/discarded items on 5 occasions
 - Set up traffic control and no parking signs for multiple events
 - Mowed with street tractor on OT 3 days
 - Cleaned Municipal Center shop twice

STREET MAINTENANCE - AUGUST 2019		8/1-8/2	8/5-8/9	8/12-8/16	8/19-8/23	8/26-8/30	TOTAL
SERVICE REQUEST COMPLETED		9	19	9	7	6	50
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER		1	7	3	3	14
	SEWER		2	1		1	4
	CY			3.50		2.00	5.5cy
	TONS		9.0	14.0	12.5		35.5t
POTHOLE FILLING	STREETS	9	12	3		3	27
	ALLEYS	1	4	1	1		7
	DAYS	2	5	2	1	1	11
	Cold Mix						0
	TONS	9.5t	10.0	5.0	1.0	3.0	28.5t
PERMANENT PATCH	CY						0
	TONS		5			13.5t	18.5t
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED							0
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	3	13	7	10	9	42
	Miles	48	192	133	179	96	648
SWEPPER DUMPS HAULED TO LANDFILL	TONS		25.0	4.0	6.0	4.0	39t
SALT BARRELS - PICK UP, FILL	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS		1	1	1	1	1	5
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Areas	4			1		5
Check Drains/Clean Debris	DAYS	1			1		2
LEAF PICK UP	Loads						0

Set up traffic control, no parking signs and worked OT for National Night Out
Picked up trash/discarded furniture on 5 different occasions
Removed old meter poles @ George St Parking Garage on OT and on rainy days
Set up traffic control and no parking signs for multiple events
Mowed with street tractor on overtime 3 days
Picked up 3 dead animals
Delivered cones & barricades to Classic Car Wash for Super Cruise Event
Cleaned Municipal Center shop twice

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
AUGUST 2019**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Prepared pavilions & Activities Building for rentals
 - Mowed & trimmed @ Constitution Park 16 days
 - Mowed & trimmed @ Mason's Complex 10 days
 - Mowed & trimmed parklets 18 days
- Ball Fields
 - Flynn Field
 - Drug 1 time
 - Lined 4 times
 - Mowed 3 times
 - Nonneman Field
 - Lined 2 times
 - Mowed 3 times
 - Northcraft Field
 - Drug 1 time
 - Lined 5 times
 - Mowed 4 times
 - Cavanaugh Field
 - Lined 1 time
 - Mowed 2 times
 - Long Field
 - Lined 1 time
 - Mowed 3 times
 - Abrams Field
 - Drug 1 time
 - Lined 3 times
 - Mowed 5 times
 - Galaxy Soccer Field
 - Lined 3 times
 - Mowed 3 times

- Northcraft Soccer Field
 - Lined 4 times
- Nonneman Soccer Field
 - Lined 3 times
- Nonneman Jr Soccer Field
 - Lined 3 times
- Bowers Football Field
 - Lined 4 times
 - Mowed 5 times

■ Miscellaneous Work

- Performed basic housekeeping @ Municipal Building
- Cleaned the Craft House & Activities Building
- Performed preventative maintenance on mowers, trimmers & blowers
- Prepared feed & bedding for ducks & geese @ the Duck Pond
- Cleaned & performed preventative maintenance on Park & Rec vehicles
- Made repairs to bathrooms @ Mason's Complex & Constitution Park
- Worked overtime on weekends to pick up trash @ all parks & parklets
- Worked overtime @ Constitution Park for concerts & movies
- Picked up new trash cans from Schroeder Industries
- Set up stage & worked OT for National Night Out event

Fleet Maintenance
August 2019

Total Fleet Maintenance Projects	236
Central Services	15
Code Enforcement	0
DDC	1
Engineering	0
Fire	27
Flood	0
Municipal Parking	1
P & R Maintenance	8
Police	36
Public Works	2
Sewer	10
Snow Removal	0
Street Maintenance	55
Vehicle Maintenance	28
Water Distribution	12
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	26
Field Service Calls	15
Total Work Orders Submitted	51
Risk Management Claims	0
Fork Lift Inspections	0

Item Attachment Documents:

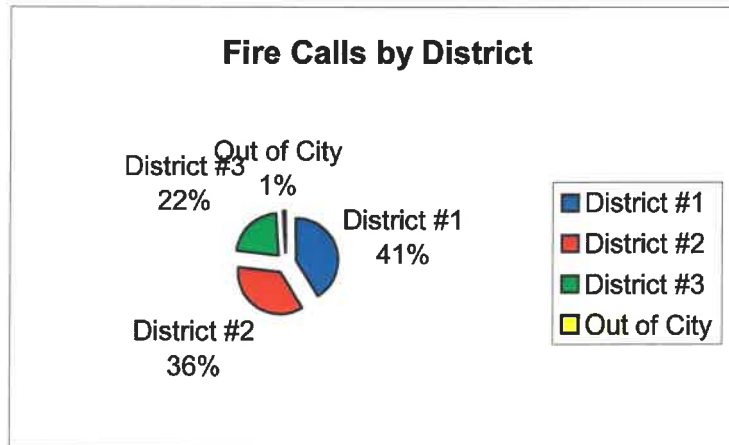
Fire Department monthly report for August, 2019

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

Cumberland Fire Department Responded to 107 Fire Alarms:

Responses by District:

District #1	44
District #2	38
District #3	24
Out of City	1
	<hr/>
	107



Number of Alarms:

First Alarms Answered 107

Calls Listed Below:

Property Use:

Public Assembly	3
Industrial	1
Institutional	5
Residential	59
Stores and Offices	5
Special Properties	34
	<hr/>
	107

Type of Situation:

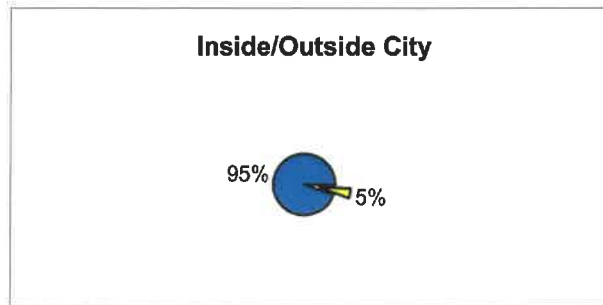
Fire or Explosion	7
Overpressure, Rupture	3
Rescue Calls	51
Hazardous Conditions	10
Service Calls	14
Good Intent Calls	10
False Calls	12
	<hr/>
	107

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in August:	\$2,100.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$4,410.00
Total Fire Service Fees for Fire Calls Paid in August:	\$470.00
Total Fire Service Fees for Fire Calls Paid in FY2020:	\$4,795.00

Fire Service Fees for Inspections and Permits Billed in August:	\$150.00
Fire Service Fees for Inspections and Permits Paid in August:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$0.00

Cumberland Fire Department Responded to 531 Emergency Medical Calls:

In City Calls	504
Out of City Calls	27
Total	<u>531</u>



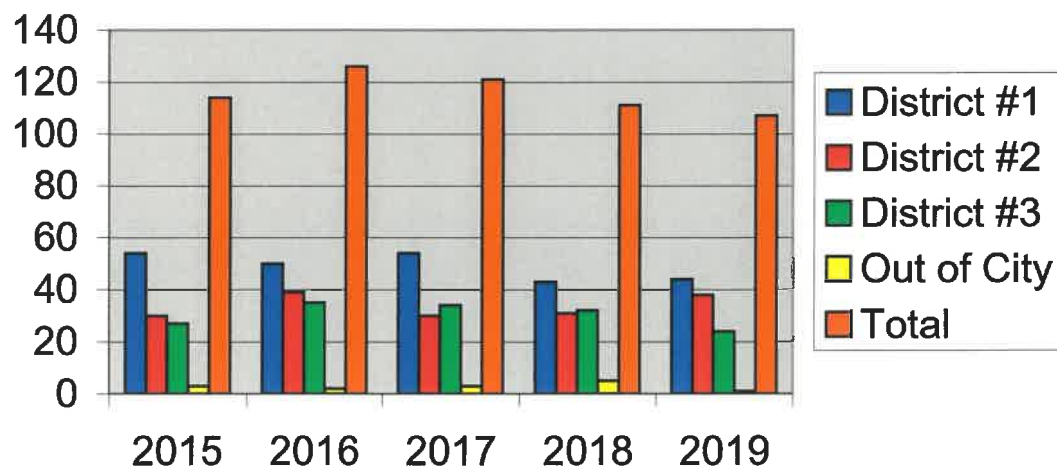
Total Ambulance Fees Billed by Medical Claim-Aid in August:	\$136,781.06
Ambulance Fees Billed Fiscal Year to Date:	\$167,553.00
Ambulance Fees Paid:	
Revenue Received in August:	\$87,296.54
Revenue:	
FY2020 Ambulance Fees Paid in FY2020:	\$41,453.57
All Ambulance Fees Paid in FY2020:	\$160,172.25
(Includes all ambulance fees, current and previous fiscal years, paid in FY2020.)	

Cumberland Fire Department Provided 6 Paramedic Assist Calls:	
3 Paramedic Assist Calls within Allegany County	
3 Paramedic Assist Calls outside of Allegany County	
	<u>6</u>
Corriganville VFD	1
Flintstone VFD	2
	<u>3</u>
Ridgeley, WV VFD	1
Short Gap, WV VFD	2
	<u>6</u>

Cumberland Fire Department Provided 21 Mutual Aid Calls:	
13 Mutual Aid Calls within Allegany County	
8 Mutual Aid Calls outside of Allegany County	
	<u>21</u>
Bowman's Addition VFD	3
Cresaptown VFD	6
District #16 VFD	1
Flintstone VFD	2
LaVale Volunteer Rescue Squad	1
	<u>13</u>
Ridgeley, WV VFD	7
Short Gap, WV VFD	1
	<u>21</u>

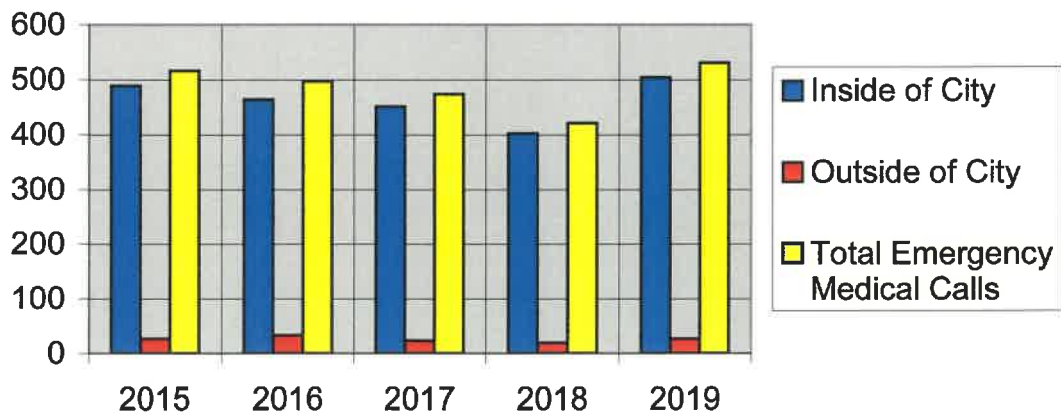
Fire Calls in the Month of August for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District #1	54	50	54	43	44
District #2	30	39	30	31	38
District #3	27	35	34	32	24
Out of City	<u>3</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>1</u>
Total	114	126	121	111	107



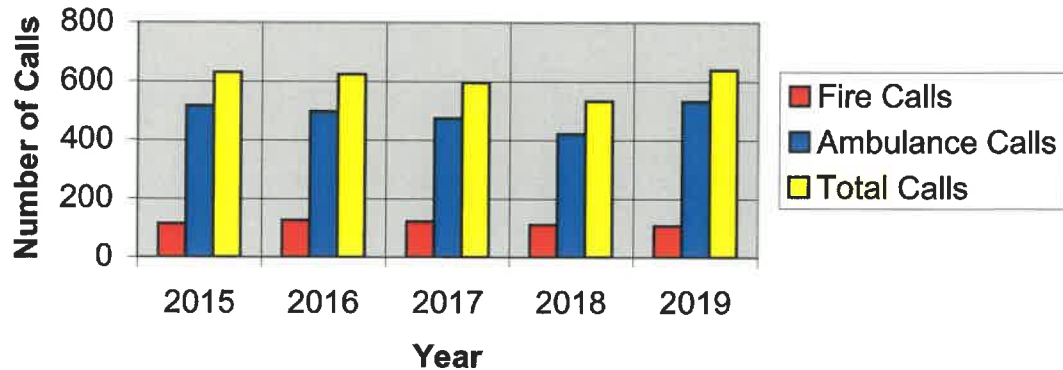
Ambulance Calls in the Month of August for a Five-Year Period

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Inside of City	489	464	451	402	504
Outside of City	<u>27</u>	<u>33</u>	<u>23</u>	<u>19</u>	<u>27</u>
Total Emergency Medical Calls	516	497	474	421	531



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

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Fire Calls	114	126	121	111	107
Ambulance Calls	<u>516</u>	<u>497</u>	<u>474</u>	<u>421</u>	<u>531</u>
Total Calls	630	623	595	532	638



Training

Training Man Hours:	453.00
Training Listed Below:	
Pump Operations	30.00
Apparatus Check Procedures	81.50
SCBA Inspection and Care	5.50
Inservice Inspections	10.50
ATV Driver Training	9.00
Emergency Medical Services	12.00
Strategic and Tactical Operations	9.00
Ladder Testing	16.50
Firefighter I Course	52.00
Firefighter II Course	76.00
Physical Fitness	26.00
Yoga/Injury Prevention Training	47.00
Pipeline Emergencies	72.00
Water Supply	6.00
	<hr/> 453.00

Fire Prevention Bureau

Complaints Received	1
Conferences Held	24
Correspondence	19
Inspections Performed	4
Investigations Conducted	1
Plan Reviews	1

Statistics Compiled by Julie A Davis, Fire Administrative Officer

Item Attachment Documents:

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

Utilities Division Activity Report for Aug 19 WATER

REQUEST	W/E 8/9/19	W/E 8/16/19	W/E 8/23/19	W/E 8/30/19	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	38	27	30	34	129
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	1	6	1	4	12
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	7	5	8	7	27
METER/STOP INVESTIGATIONS	4	2	7	5	18
REPAIR WIRING/GET READING	2				2
ORANGE TAG FOR REPAIRS	9	16	14	1	40
YELLOW TAG FOR H/L USAGE/APPT		3	3		6
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	37	26	35	32	130
TURN WATER OFF	1				1
NONPMT/BAD CK/AGREE SHUT OFFS	48	31	29	21	129
SHUT OFF RECHECKS		71	62	19	152
PULL METERS - READS/SPAC/WR OFF			1		1
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK			10	9	19
NEW METER	4	4	9	6	23
METER FIELD TESTS-Residential	1	1			2
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out	1				1
Industrial - Chamber Cleaning			1		1
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED		72			72
PRESSURE CHECK/NO WATER					0
MOVE METERS OUTSIDE/READINGS	7	3	1	7	18
SP Change Outs/Repairs/Reactivates/Move	19	5	9	14	47
Replace/Reattach smartpoint antenna	4				4
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	7	3	1	7	18
HYDRANT/IRRIGATION METER					0
Total					852

Pipe Technicians

LINE LOCATOR	133	69	69	86	357
TAPS SERVICED	12	3	2	10	27
LEAKS REPAIRED	2	1	3	3	9
DECATUR @ DAVIDSON -Replaced valve bx/lid	3				3
FREDERICK @ MECHANIC - Replaced valve bx	3				3
SHOWED ADAM/EVAN DISTRIBUTION MAINS	4				4
LONG @ FIRST - REPLACED VALVE	5				5
LONG @ OLDTOWN - PREP FOR NEW VALVE	5				5
ASSISTED 330 WITH TRACING DECATUR	5				5
REPLACED VALVE - LONG @ OLDTOWN		4			4
REPLACED HYD #115 - SOMERVILLE & 1ST		5			5
REPLACED HYD - ARNETT TERR		4			4
CHESTNUT/INDEPENDENCE-REPLACED VALVE			4		4
PENN/SECOND - REPLACED VALVE			4		4
BACKFILLED/SET BOX - 432 CUMBERLAND ST			3		3
COLD MIXED WARREN ST & SET BOX/LID				4	4
415 FAYETTE - REPLACED BOX & LID				3	3
LOCATE VALVES - CANAL @ BALTIMORE			3		3
PRESSURE CHECK - 11112 FOREST AVE			3		3
ASSIST CARL WITH SHUT DOWN - KELLY RD				4	4
ASSIST LUKE WITH SHUT DOWN - MARKET ST				3	3
FLUSHED DEAD END - ZIHLMAN WAY				3	3
					0
					0
					0

Watershed					
Hauled excavator from flood control to warehouse					
Cleaned gutters on roof at warehouse					
Checked on contractors at Shade's Lane					
Checked on new job at dam					
Took Agco to 51 to mow water main					
Trimmed around hydrants and valves on 51					
Painted marker posts on 51					
Picked up Agco and took excavator to Sperry Terr for street dept					
Mowed 51 and AES water lines (several days)					
Cut trees and brush from water line					
First Fruits - Shade's Lane/Patmar Dr					
Removed stone and debris from center city for flood control (2 days)					
Worked on water leak on 220 - Cresaptown					
Cleaned up materials from Patmar Dr					
AES - marked valves with blue post & blue paint					
Cut tree from right of way					
Vehicle maintenance - fueled and stocked with materials					
Removed garbage from garage					
Mowed sewer line - Creek Rd					
Removed trees from sewer line					
Backfilled 2" meter/Cold mixed ditch line - 732 Oldtown Rd					
Investigated leak - Arnett Terr					
Repaired hyd - Fayette @ Johnson /Back in service					
Dirty water complaints - flushed hydrants 200 - 300 blocks of Fayette					
Replaced valve - 1st St @ Wempe Dr					
Repaired hyd #190 - back in service					
Moved excavator for street dept					
Picked up #380 from Somerset					
Mowed & cut trees from water line					
Moved steel plate from Valley Rd for street department					
Moved excavator for flood dept					
Turned on water off 36" main for driving school					
Removed tree from water line at Park					
Cleaned truck & excavator					
Performed maintenance on excavator & backhoe					
Looked for parts for excavator					
Installed meter box 415 Fayette St					
Backfilled hole on Industrial Blvd					
Cold mixed hole - Virginia Ave					
Picked up steel plate for sewer dept					
Cleaned stream & fixed babion baskets for Flood Control					
Worked on leak - Kelly Rd					
Projects					
Projects -					0
GRAND TOTAL					1317

August 2019 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Mowed 30 acres
Check sewage regulators
Cleaned debris from Don Bohrs property
Cleaned seepage control boxes
Cleaned debris behind Jaycee field in creek
Pulled gate operator for repairs at K of C
Safety meeting

SEWER BRANCH

Calls answered	14
Service lines opened	4
Owner's trouble	10
Traced lines/main	351
Mains Repairs/ Replace	3
Sewer taps installed/replaced	0
Cleaned catch basins	27
Cleanouts installed	3
Televised sewer mains	155'
Televised sewer lines	0
Call outs/ overtime	12 callouts/ 40 hours overtime
Weekly check of overflows, pits	5
Catch basin repair/rebuild	3
Flushed sewer mains	7,977 feet

Gallons of water used	15,000 Gals.
608 Flush truck	9,000 Gals.
605 Vac-con	6,000 Gals.

12 Allegany St. repair sewer main
 407 Fayette St. install cleanout (hit by NPL)
 115 Cumberland St. repair sewer main
 523 Fayette St. install cleanout and repair sewer pipe (hit by NPL)
 Animal Shelter repair sewer and storm main
 415 Greene St. repair sewer main
 Allegany St. repair sewer main (hit by NPL)
 Holland St. @ Catskill catch basin repair
 Fredrick St. @ Conrad catch basin repair
 Williams St. @ Greenway Ave. rebuild catch basin
 Cleaned Drains 2,3, and 4 at service center
 Cleaned culvert at Constitution Park
 Hydro for water 14 sites
 Hydro for sewer 3 sites
 Closed out 15 work orders
 Safety meeting

Item Attachment Documents:

1. Approval of the Closed Session Minutes of June 11, 2019, and the Regular Session Minutes of July 2 & 16, 2019

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, June 11, 2019, 6:05 p.m.

The Mayor and City Council convened in open session at 6:05 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(4) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential location of new businesses in the City.

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

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; CEDC Executive Director Paul Kelly, Economic Development Specialist Matt Miller



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
57 North Liberty Street, City Hall, Cumberland, MD

DATE: July 02, 2019

I. OPEN SESSION - 6:15 P.M.

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

II. Pledge of Allegiance

III. Roll Call

PRESENT

Councilman Bernard
Councilman Cioni
Councilman Frazier
Councilwoman Marchini
President Morriss

ALSO PRESENT

Jeffrey D. Rhodes, City Administrator; Sherri Nicol, Assistant to the City Clerk; Police Captain Chuck Ternent; Fire Chief Donald Dunn; Robert Smith, City Engineer

IV. Presentations

1. Presentation from Burgmeier's Hauling on the FY20 trash and recycling program

Manager Dan Bloskey wanted to formally thank Council for awarding them the City contract once again, and spoke about having great pride in the City. Council replied with their thanks for work well done and for Burgmeier's sponsorship of the McCoury Stage

downtown. Raquel Kettermann, Environmental Specialist, spoke on the changes taking place with the recycling portion of Burgmeier's pick-up schedule, and handed out informational flyers.

V. Director's Reports

(A) Utilities – Treatment Plants

1. Utilities Division - Treatment Plants & Central Services Monthly Report for May, 2019

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

VI. Approval of Minutes

1. Approval of the Closed Session Minutes of May 7, 2019, the Work Session Minutes of May 14, 2019, and the Regular Session Minutes of June 4, 2019

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

VII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Morriss called for questions or comments. Item No. 2 was asked to be voted on separately, and Mayor Morriss called for a motion to approve Item Nos. 1, 3 & 4. Motion was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Mayor Morriss called for a motion to approve Item No. 2 separately. Motion was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 4-0, with Councilwoman Marchini abstaining from the vote.

1. **Order 26,471** - authorizing the Chief of Police to accept a GOCCP Maryland Criminal Intelligence Network (MCIN) grant for FY20 in the amount of \$233,455.00 for personnel, equipment and overtime costs associated with our focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises. This amount also includes \$7,000 to support Gun Investigation overtime, submitted under the FY20 Gun Violence Reduction Grant application.
2. **Order 26,472** - accepting the proposal from CBIZ Insurance to provide Public Officials Liability Insurance for the period July 1, 2019 - June 30, 2020 in the amount not to exceed \$17,267

3. **Order 26,473** - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for Police Professional Liability, Property, Auto, General Liability and Excess Liability in the total estimated amount of \$234,666 for the period July 1, 2019 through June 30, 2020
4. **Order 26,474** - authorizing execution of a Contract of Sale with Scott R. and Terri M. Dabbs (Sellers) for the purchase of property at 609 Maryland Avenue (Tax Acct No. 04-037065) for the purchase price of \$37,300 and relocation expenses of \$5,000, and authorizing acceptance of the deed of transfer

Mr. Rhodes advised that with the acquisition of this property, the City is one property away from clearing the neighborhood from some problem properties, while allowing more redevelopment and improvements. Councilman Cioni asked where the City was at in terms of funding for demolition. Mr. Rhodes advised that a grant proposal was submitted to Allegany County for the Community Enhancement Program, and there has been favorable feedback. He added that funding will take care of six properties on the left-hand side of the street, with two properties on the right being funded by the City's blight-removal budget.

VIII. Public Comments

Maverick Dixon, 13810 Baltimore Pike, NE, spoke about his past work as a clinical social worker, minister and activist, and wanted to advise Council about his Facebook page, Hippie Christian Fellowship, and his work providing online services to those suffering from heroin addiction. He also advised he was looking for donations and sponsorship for his project called God Seed Housing that will provide support, housing and empowerment services for those who qualify for a Medical Marijuana card, as well as those detoxing from opiates, while focusing on spiritual, educational, and psychotherapy services. He informed Council that on Saturday, August 31st they would be holding a Mercy Fest in the Rose's parking lot from Noon to Midnight, no-charge, with live music all day, free food and clothing, kid-friendly activities, and will have on-hand treatment providers for opiate addiction. Mayor Morris stated that the City supports anything that helps get people free of their heroin addiction.

Carey Walker spoke on what he called red-tape and regulations imposed by the City, referenced a neighbor's issues with putting in an above-ground pool, and read from a partial list of what his neighbor had to do prior to putting in the pool. He said the City should streamline the process. Mr. Rhodes advised that what the neighbor was asked to do was not unique to the City of Cumberland, adding that most areas require proper permits, proper grounding and wiring, contacting Miss Utility, etc. He further added that for the City there is a no-charge permit required, and no charge for the electrical inspections.

Nick Gelles, 317 Pearl Street, passed out information to those that didn't receive it at the last meeting regarding the ongoing issue he has with Pine Avenue, spoke of the problems he and residents have seen, and said the mess there has got to be straightened out. Mayor Morris thanked Mr. Gelles for his comments and said they would take it under advisement with the Traffic Control Group.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:46 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

July 9, 2019 at 5:30 p.m.

Second Floor Conference Room, City Hall

On July 9, 2019, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to discuss proposals for the development of the East Side School site. Authority to close the session was provided by Section 3-305 (b) (4) of the General Provisions Article of the Annotated Coded of Maryland.

Persons in attendance included Mayor Raymond Morriss;

Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini;

City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, CEDC Executive Director Paul Kelly, and CEDC Economic Development Specialist Matt Miller

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

No actions were voted upon and the meeting was adjourned at 6:33 p.m.



Raymond M. Morriss, Mayor

Entered into the public record on JUL 16 2019



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
57 North Liberty Street, City Hall, Cumberland, MD

DATE: July 16, 2019

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

II. Pledge of Allegiance

III. Roll Call

PRESENT

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

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

IV. Statement of Closed Meeting

1. Summary Statement of Closed Meeting held July 9, 2019

Mayor Morriss announced that a Closed Session had been held on July 9, 2019 at 5:30 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Recognition of the local 2019 National Marbles Tournament winners Kobi Wright, Jovie Breitfeller, Lindsay Fleming, and Harley Twigg.

Mayor Morriss read the Certificates and recognized each winner, thanking them for representing the citizens of Cumberland. Renee Mawhinney Truly, who took over for her father (the first National Marbles Champion from Cumberland) as coach, advised that the National Marbles Championship will be coming to Cumberland the first weekend of August. She stated there are six new marble rings under construction at Constitution Park, and 40-60 people are expected to attend over the weekend – players, families and spectators.

2. Progress update on the West Side Bridges

Mr. Cohen advised on the progress of the bridges:

- Cumberland Street Bridge – FHA granted approval for preliminary engineering work
- SHA still needs a few more signatures before design work can begin
- NTP within next 3 weeks.
- Washington and Fayette Street Bridges – received preliminary design studies
- Negotiating team met today - detailed discussion on terms of studies
- Separate studies for each bridge, and each study has 2 separate design options
- Both studies will be published on the City's website

Mr. Cohen advised that in answer to recent questions, there is no reason why the Cumberland and Fayette Street Bridges can't be worked on simultaneously. He added that it's remotely possible, but highly unlikely that the Washington Street Bridge can be worked on at the same time as well.

Mr. Cohen advised that the design work for the Cumberland Street Bridge will commence shortly, lasting approximately one year, with the contract then being put out to bid. The process for awarding will take about two months, and then construction will begin, lasting approximately one year. He added if the design work starts the end of this year, the bridge could realistically be complete by the end of 2022.

Mr. Cohen advised that the negotiations for the Fayette Street Bridge have centered on CSX paying for the replacement, adding that Federal funding is not an issue, so there should be no delays. He further stated that if all goes as planned, that bridge could be finished by the end of 2021.

Mr. Cohen advised that on the Washington Street Bridge, the City has feasible options for the rebuild, but there are still things to be resolved, mainly finding Federal funding, adding that the Federal funds available to the City now will be utilized by the Baltimore and Cumberland Street Bridge projects. He further stated that Federal funding approvals could take from months to years. Mr. Cohen cautioned that there are also historical issues, saying that the MD Historical Trust as well as the HPC would need to give their approval, and without it the Washington Street Bridge may not be able to be rebuilt.

Mr. Cohen stated that another negotiation session with CSX takes place at the end of the week, and said he expects they will become more frequent now that hopefully the City is in the final stretch.

Robert Smith, City Engineer, was asked why planning takes an entire year. He advised about the process involved, from NEPA (National Environmental Protection Act) clearance for using Federal Funds, to multiple stages of design, to the many approvals necessary during that time, which drags the process out.

VI. Proclamations

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

Mayor Morriss read the Proclamation and presented it to Terri Hast, NNO Coordinator, Sarah Bush, Community Development Coordinator for Aetna, and other team members Police Chief Charles Hinnant, Police Captain Chuck Ternent, and Fire Chief Donald Dunn

VII. Director's Reports

(A) Fire

Fire Department monthly reports for May and June, 2019

(B) Police

Police Department monthly report for June, 2019

(C) Administrative Services

Administrative Services monthly report for June, 2019

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

VIII. Approval of Minutes

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

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

IX. New Business

(A) Ordinances

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

Mr. Rhodes reviewed the proposed Ordinance which will regulate the parking of trucks, trailers, boats, motor homes, etc. on public ways, streets and alleys. Mr. Cohen advised that the City Code as it reads now is deficient in terms of its wording.

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

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

Mr. Rhodes reviewed the proposed Ordinance, saying that a public hearing had been held previously on this topic, the Planning Commission had recommended a change, and this Ordinance will enact that recommendation.

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

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Morris called for questions or comments. Motion to approve Consent Agenda Item Nos. 1, and 3 – 13, (Orders 26,475 and 26,477-26,487) was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0. Motion to approve Consent Agenda Item No. 2 (Order 26,476) was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 4-0, with Councilwoman Marchini abstaining.

1. **Order 26,475** - authorizing the Mayor and Chief of Police to enter into a Memorandum of Agreement recreating the Allegany County Combined Criminal Investigation (C3I) Unit
2. **Order 26,476** - authorizing payment to CBIZ Insurance Services in the amount of \$32,500 for Risk Management Services for the period July 1, 2019 to June 30, 2020
3. **Order 26,477** - accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2019 - June 30, 2020 for the estimated amount of \$1,109,845 and authorizing the City Administrator to execute the necessary documents to effect this coverage

Mr. Rhodes explained that this payment pre-funds the City's Workers Compensation Program, the City being self-insured in regards to the program. The dollar amount is based on the estimated claims for the FY. If the City does better it can expect to get a refund.

4. **Order 26,478** - waiving the permit fees for Phase I of the construction of a shell building for the Allegany County Animal Shelter Management Foundation
5. **Order 26,479** - authorizing a tax abatement for the 2019 and prior tax years for 884 Sperry Terrace, 307 Broadway, 17 Paw Paw Alley, 215 Knox Street, 411 S. Central Ave., 1016 Ella Avenue., and 624 Maryland Ave.

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

Mr. Rhodes advised that this amendment involves a \$63K modification due to decreasing a project for an HVAC unit at the Salvation Army that didn't move forward, and adding the \$63K to sidewalk improvements at Jane Frazier Village, Phase III.

7. **Order 26,481** - authorizing a Residential Exemption from the Special Taxing District Levy for 45 N. Centre St., 50-52 N. Centre St., and 43-45 N. Liberty St.
8. **Order 26,482** - Authorizing execution of a Cost-Share Agreement with MDE relative to the 78" Parallel Pipeline from Mill Race to CSO Storage Project, providing that MDE will pay up to 87.5% of the total project cost in Bay Restoration Funds, not to exceed \$20,097,656
9. **Order 26,483** - Authorizing execution of a Cost-Share Agreement with MDE relative to the Decatur Street 24" Crosstown Water Main Replacement Project, providing that MDE will pay up to 25% of the total project cost in Water Supply Grant Funds, not to exceed \$703,000
10. **Order 26,484** accepting the sole source proposal from Carl Belt, Inc., to make emergency temporary repairs to the Baltimore Street Bridge in the lump sum amount not to exceed \$82,000

Mr. Rhodes advised this project was recommended to be a sole source because the City wanted to coordinate it with the reconstruction of the WMSR crossing on Baltimore Street. This will provide temporary repairs to keep the bridge fully functional in both lanes until it can be replaced. He added that Carl Belt, Inc. has the ability to provide the material in the time frame necessary.

11. **Order 26,485** - accepting the bid from C&T Mechanical for the Smouse's Mill Pumping Station Upgrades (29-18-W) in the estimated unit cost of \$220,000 and rejecting all other bids
12. **Order 26,486** - accepting the bid of Bennett, Brewer and Associates, LLC to provide engineering services for the Decatur Street 24" Crosstown Water Main Project (31-17-W) in the total lump sum amount of \$54,779 and rejecting all other bids
13. **Order 26,487** - approving the appointment of Chris Myers to the Historic Preservation Commission to fill the unexpired term of Ruth Davis-Berlage to be effective July 16, 2019 through December 31, 2022

X. Public Comments

None

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:00 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Item Attachment Documents:

1. Public Hearing - to receive comment on a proposed Zoning Text Amendment (ZTA #12-08) to add Sections 25-501 through 25-512 to the current Zoning Code for the purpose of regulating Small Cell Technology in public right of ways

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AMEND THE TEXT OF THE CITY ZONING ORDINANCE (CHAPTER 25 OF THE CITY CODE) TO INCLUDE REGULATIONS PERTAINING TO SMALL CELL TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY, SAID TEXT AMENDMENTS TO BE INCORPORATED INTO THE CITY CODE AS ARTICLE XVI OF CHAPTER 25, AND TO AMEND THE USE REGULATIONS TABLE SET FORTH IN SECTION 25-132 ACCORDINGLY, BY MAKING SMALL CELL TECHNOLOGY STRUCTURES PERMITTED USES IN ALL ZONING DISTRICTS SUBJECT TO ARTICLE XVI."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, to amend it from time to time, and to provide for its administration and enforcement.

WHEREAS, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

WHEREAS, in connection with the foregoing, City staff prepared regulations pertaining to small cell technology in public rights-of-way and requested that the City of Cumberland Municipal Planning and Zoning Commission take the matter under consideration and recommend that the Mayor and City Council approve those revisions as text amendments to the City's Zoning Ordinance. Those revisions are set forth as an attachment to the Staff Report which is attached hereto.

WHEREAS, the Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on April 22, 2019, at which time they voted unanimously to recommend that the City Council approve the text amendments recommended in the aforesaid Staff Report, subject to changing the term "Wireline Backhaul Facility" set forth in Section 25-101(b)18) to "Wireless Backhaul Facility."

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on _____, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on _____ and _____), the first such notice having been published at least 14 days prior to the hearing, as

required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should accept said recommendations as provided for below.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the City Zoning Ordinance is hereby amended to include the regulations pertaining to small cell technology in public rights-of-way attached hereto as Article XVI of Chapter 25 of the City Code.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Use Regulations Table set forth in Section 25-132 shall be amended to reflect that small cell technology structures shall be permitted uses in all zoning districts.

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Small Cell Regulations

Zoning Text Amendment 1208

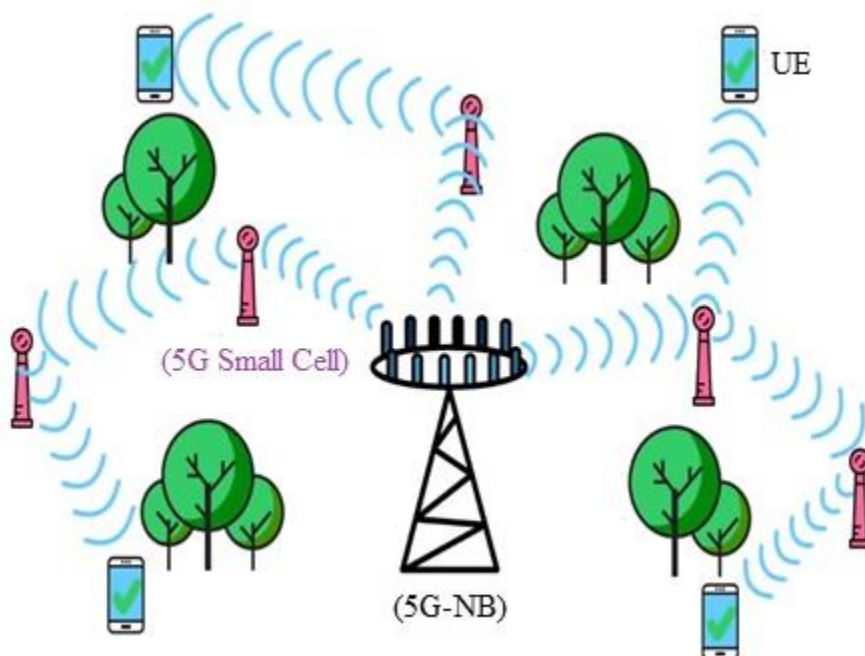
In order to understand how the 5G network will be constructed and what the subject of this staff report covers, the Planning Commission must understand what small cells are.

The 5G small cells are low power mini base stations spread across the region to be served. They are basically low power wireless APs (Access Points) which operate in licensed spectrum. They are managed by telecom operators. Due to their small sizes, they can be installed easily in indoor places and space constrained places also. Hence they help in improving the cellular coverage and to fill coverage holes.

Small cells are available throughout the region to be served and hence they maintain quality of the signal everywhere. Small cells receive the 5G signal from main NB and relay the same to users. When the user moves behind the obstacle, the cell phone automatically switches to mini Bas station i.e. small cell to keep the connection intact. This helps 5G users to avail uninterrupted 5G network coverage. The figure depicts the typical installed 5G network of small cells along with main 5G-NB (or 5G Base Station).

<http://www.rfwireless-world.com/Terminology/5G-Small-Cells-Basics-and-Types.html>

The following picture from the foregoing website, in a simplistic manner, shows how 5G networks work.

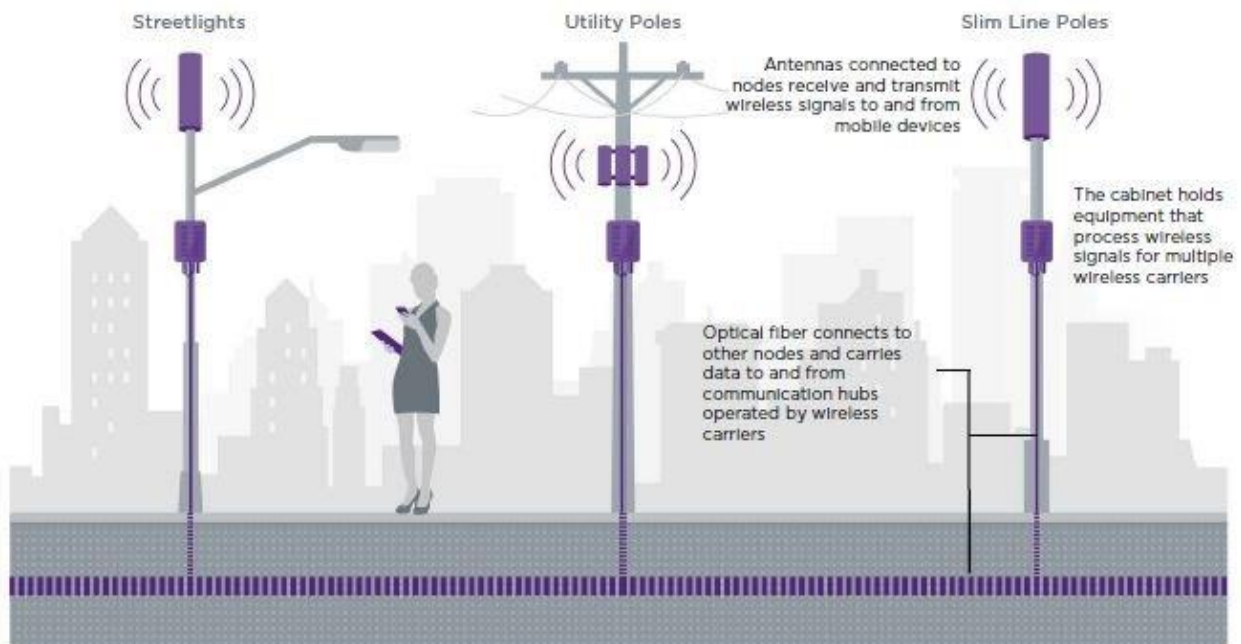


4G and prior iterations of cellular systems required large towers to transmit signal. Although 5G still requires large towers to transmit signal to small cell structures, those structures are capable of being located within rights of way in a somewhat inobtrusive manner.

The following picture shows the type of small cell structures the City is most likely going to see within its rights of way. Generally, there are three ways they can be deployed: by attachment to existing street light poles; by attachment to existing utility poles; and by means of new poles. The following picture shows these deployments.

What Are Small Cell Deployments?

Small cell deployments are complementary to towers, adding much needed coverage and capacity to urban and residential areas, venues, and anywhere large crowds gather



The FCC entered a ruling requiring local governments to pass legislation aimed at speeding up the deployment of small cells and other 5G network equipment located within public rights of way. While this ruling is in the process of being appealed, it remains in effect, at least for the time being. For local governments' purposes, compliance is mandatory.

Page 2 of the FCC's Declaratory Ruling and Third Report and Order adopted September 26, 2018 includes the following introductory statement:

America is in the midst of a transition to the next generation of wireless services, known as 5G. These new services can unleash a new wave of entrepreneurship, innovation, and economic opportunity for communities across the country. The FCC is committed to doing our part to help ensure the United States wins the global race to 5G to the benefit of

all Americans. Today's action is the next step in the FCC's ongoing efforts to remove regulatory barriers that would unlawfully inhibit the deployment of infrastructure necessary to support these new services. We proceed by drawing on the balanced and commonsense ideas generated by many of our state and local partners in their own small cell bills.

Local governments are **REQUIRED** to pass legislation implementing the FCC regulations (at least those relative to aesthetic reviews) by April 15, 2019. The City will not meet this deadline, but if the Planning Commission is inclined to recommend that the Mayor and City Council pass the proposed ordinance, the City Code (i.e., Chapter 25 which includes the City Zoning Ordinance) will be amended within what staff considers to be a safe window. It is staff's opinion that it is imperative that this Ordinance be passed as soon as possible without amendments or with minimal amendments that are consistent with FCC requirements so that the Mayor and City Council can proceed with its passage as soon as possible.

By way of background, the FCC rules generally provide:

1. They will not disturb existing small cell legislation at the state level but will provide guidance on local reviews of small cells that can inhibit deployment.
2. Local governments can charge wireless providers for the costs associated with reviewing small cell deployment, but excessive fees are prohibited.
3. Local governments will need to conduct approval processes within 60 days for small cells being added to existing structures and 90 days when a provider wants to put up a new small cell pole.
4. Local governments will be able to manage small cell deployments via "reasonable" aesthetic reviews.

It is staff's opinion that the proposed amendments to the text of the City's Zoning Ordinance meets these requirements.

A Planning Commission Action is attached hereto for your use upon the conclusion of the April 22, 2019 hearing relative to the foregoing.

**Planning Commission Action
Meeting Date: April 22, 2019
Zoning Text Amendment 1208**

[] Recommend adoption of zoning text amendment 1208 relative to proposed small cell regulations as presented at the April 22, 2019 meeting, a copy of which is appended hereto, to the Mayor and City Council with no additional changes.

[] Recommend adoption of the aforesaid zoning text amendments with the following changes:

[] Recommend denial of Zoning Text Amendment 1208.

Motion by: _____

Seconded by: _____

Vote:

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

Number of voting members present: _____

Signed:

2019
Chair, Cumberland Planning Commission

Date: April 22,

2019
Secretary, Cumberland Planning Commission

Date: April 22,

**CUMBERLAND CODE – CHAPTER 25 (ZONING ORDINANCE), ARTICLE XVI
PROPOSED ZONING TEXT AMENDMENTS REGARDING SMALL CELL
TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY**

ARTICLE XVI. - SMALL CELL TECHNOLOGY IN PUBLIC RIGHTS-OF-WAY

Sec. 25-501. – Definitions.

(a) *General use of terms.*

- (1) The terms, phrases, words, and their derivations used in this article shall have the meanings given in this section.
- (2) Words not defined shall be given their common and ordinary meaning.

(b) *Defined terms.*

- (1) *Abandoned* means any Small Cell Facilities or Wireless Support Structures that are unused for a period of 365 days without the Operator otherwise notifying the City and receiving the City's approval.
- (2) *Antenna* means communications equipment that transmits or receives radio frequency signals in the provision of small cell wireless service.
- (3) *Applicant* means any Person applying for a Small Cell Permit hereunder.
- (4) *City* means Mayor and City Council of Cumberland.
- (5) *Collocation or Collocate* means to install, mount, maintain, modify, operate, or replace wireless facilities on a Wireless Support Structure.
- (6) *Decorative Pole* means a pole, arch, or structure other than a street light pole placed in the Right of Way to specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following (a) electric lighting; (b) specially designed informational or directional signage; and (c) temporary holiday or special event attachments.
- (7) *Design Guidelines* means those detailed design guidelines, specifications and examples set forth hereinafter in section 25-504 for the design and installation of Small Cell Facilities and Wireless Support Structures, which are effective insofar as they do not conflict with federal and state law, rule and regulations.
- (8) *Operator* means a wireless service provider, cable operator, or a video service provider that operates a Small Cell Facility and provides wireless service. *Operator* includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the Telecommunications Act of 1996 (47 U.S.C. 153(2)), and services that are fixed in nature or use unlicensed spectrum.
- (9) *Permittee* means the owner and/or Operator issued a Small Cell Permit pursuant to this article XVI of the Zoning Ordinance and the Design Guidelines.
- (10) *Person* means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- (11) *Right of Way* means the surface of, and the space within, through, on, across, above, or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public

drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City.

- (12) *Small Cell Facility* means a facility, excluding a satellite television dish antenna, established for the purpose of providing wireless voice, data and/or image transmission within a designated service area. A Small Cell Facility must not be staffed, and consists of one or more antennas attached to a Wireless Support Structure. An Antenna or wireless Antenna base station which provides wireless voice, data and image transmission within a designated service area as part of a Small Cell Facility may consist of a low-powered access node with no more than five watts of transmitter output power per Antenna channel, and may not be larger than a maximum height of three (3) feet and a maximum width of two (2) feet. A small cell Antenna may be installed on existing rooftops, structures or support structures where permitted. A Small Cell Facility also consists of related equipment which may be located within a building, an equipment cabinet outside a building, an equipment cabinet on a rooftop that is at least fifteen (15) feet high when in a commercial zone or attached to a commercial structure, or twenty (20) feet high when in a residential zone or attached to a residential structure, or an equipment room within a building. Such related equipment shall have a maximum square footage of ten (10) square feet and a maximum height of two (2) feet.
- (13) *Small Cell Permit* means the non-exclusive grant of authority issued by the City to install a Small Cell Facility and/or a Wireless Support Structure in a portion of the Right of Way in accordance with these guidelines.
- (14) *Stealth Small Cell Wireless Facility*: Any Wireless Facility that is integrated as an architectural feature of a structure or the landscape so that the facility and its purpose to provide wireless services is not visually apparent or prominent.
- (15) *Utility Pole* means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs and Decorative poles.
- (16) *Wireless Facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
 - A. Any exterior facility, including an Antenna, Antenna array or other communications equipment. A Wireless Facility consists of one or more Antennas attached to a Wireless Support Structure and related equipment. Antennas are limited to the following types and dimensions: omni-directional (whip) Antennas not exceeding fifteen (15) feet in height and three (3) inches in diameter; directional or panel Antennas not exceeding six and one-half (6½) feet in height and two (2) feet in width. An Antenna may be mounted to a building, a building rooftop or a freestanding monopole. Equipment may be located within a building, an equipment cabinet, or an equipment room within a building. Where reference is made to a Wireless Facility, unless otherwise specified or indicated by context, such reference will be deemed to include the Wireless Support Structure on which the Antenna or other communications equipment

is mounted, transmission cables, and any associated equipment shelter.

B. The term does not include any of the following:

1. The structure or improvements on, under, or within which the equipment is Collocated;
 2. Coaxial or fiber-optic cable that is between Wireless Support Structures or Utility poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.
 3. Any exterior facility, including an Antenna, Antenna array or other communications equipment, excluding a satellite television dish antenna or Small Cell Facility, established for the purpose of providing wireless voice, data and image transmission within a designated service area and which includes equipment consisting of personal wireless services, as defined in the Federal Telecommunications Act of 1996, which includes Federal Communications Commission licensed commercial wireless telecommunications services, including cellular, personal communications services (PCS), specialized mobile radio (SMR) enhanced specialized mobile radio (ESMR), and paging, as well as unlicensed wireless services and common carrier wireless exchange access services and similar services that current exist or that may in the future be developed.. A Wireless Facility must not be staffed. A Wireless Facility consists of one or more Antennas attached to a support structure and related equipment. Antennas are limited to the following types and dimensions: omni-directional (whip) Antennas not exceeding fifteen (15) feet in height and three (3) inches in diameter; directional or panel Antennas not exceeding six and one-half (6½) feet in height and two (2) feet in width. An Antenna may be mounted to a building, a building rooftop or a freestanding monopole in accordance with the subsequent sections of this article XVI of the Zoning Ordinance. Equipment may be located within a building, an equipment cabinet, or an equipment room within a building. Where reference is made to a Wireless Facility, unless otherwise specified or indicated by context, such reference will be deemed to include the Wireless Support Structure on which the Antenna or other communications equipment is mounted, transmission cables, and any associated equipment shelter.
- (17) *Wireless Support Structure* means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen (15)-foot or taller sign pole, or Utility pole capable of supporting Small Cell Facilities. *Wireless Support Structure* excludes (a) a Utility pole or other facility owned or operated by a municipal electric utility and (b) a Utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars and trolley buses.
- (18) *Wireless Backhaul Facility* means a facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.
- (19) *Zoning Ordinance* means chapter 25 of the Cumberland City Code.

Sec. 25-502. - General requirements.

- (a) *Applicability of article XVI of Zoning Ordinance.* The permitting procedures and authorizations set forth herein in this article XVI of the Zoning Ordinance shall apply only to Small Cell Facilities and Wireless Support Structures in the Right of

Way, and do not authorize the construction and operation of a Wireline Backhaul Facility.

- (b) *General requirements.* The following requirements shall apply to all Small Cell Facilities and Wireless Support Structures proposed within the Right of Way.
- (1) *Compliance with laws.* No Person shall occupy or use the Right of Way except in accordance with the laws, rules and regulations of any federal, state or local laws, ordinances and regulations.
 - (2) *Prohibition of endangerment to public health, safety and welfare.* In occupying or using the Right of Way, a proposed Wireless Support Structure shall not endanger the health, safety and welfare of City residents, employees of the City or any other Persons. In addition to other factors, the City should consider the likelihood of the failure of such structures and the reasonably anticipated results of such a failure.
 - (3) *Small Cell Permit required.* No Person shall occupy or use the Right of Way without first obtaining any requisite consent of the City. Before placing Small Cell Facilities or Wireless Support Structures in the Right of Way, an Operator must apply for and receive a Small Cell Permit.
 - (4) *Substantial impairment of use/detrimental effects on neighboring properties.* The proposed Wireless Support Structure will not substantially impair the use of or prove detrimental to, neighboring properties, considering, among other relevant factors, the following:
 - A. The topography and elevation of the property on which such structure is proposed to be located and the appearance and visibility of such structure from neighboring and surrounding properties and from Rights of Way.
 - B. The location of surrounding residences, buildings, structures and other Rights of Way and their use.
 - C. The character of the surrounding neighborhood and the Comprehensive Plan recommendations for the ultimate use of surrounding properties.
 - D. The likelihood or interference with existing radio, television, telephone or microwave reception or service.
 - E. The proposed Wireless Support Structure will cause no objectionable noise, fumes, odors, glare, physical activity or effect that would impair the peaceful enjoyment of neighboring properties.
 - F. The proposed buildings, structures and use will be in harmony with the general character of the neighborhood in which they are located.
 - (5) *Interference with other Small Cell Facilities.* The City will not grant a permit or other authority for installation of small wireless facilities if the City reasonably believes the proposed installation may in any way interfere with the use and operation of an existing and operational Small Cell Wireless Facility for which the City has previously issued a permit.
 - (6) *Interference with public safety equipment:* A Small Cell Wireless Facility shall be operated and maintained in a manner that does not interfere with public safety equipment.
 - (7) *Interference.* The Small Cell Wireless Facility shall not interfere with City and public safety communication systems or area television or radio broadcast.
 - (8) *Guy wires.* A guy wire or other support wire shall not be used in connection with an Antenna, Antenna array, or a non-tower Wireless Support Structure except when used to anchor the Antenna, Antenna array, or non-tower supports structure to an existing building or ground to which such Antenna, Antenna array, or non-tower Wireless Support Structure is attached.
 - (9) *City-owned poles.* A Small Cell Facility shall not be attached to a City-owned pole or other utility pole that is owned and maintained by the City except as may be authorized by the City Council, in their sole discretion. This provision shall take precedence over any provision to the contrary in

that City Council permission is required in all instances where attachment to City-owned poles is sought.

- (C) *Small Cell Facilities a permitted use on all public property.* Small Cell Facilities may be located on the exterior of public property or attached to existing Wireless Support Structures owned or operated by the City and such Small Cell Facilities shall be a permitted use in all zoning districts. The Use Regulations Table in section 25-132 of the Zoning Ordinance shall be amended accordingly. The terms of this subsection shall take precedence over all other terms to the contrary in the Cumberland City Code and this Zoning Ordinance.

Sec. 25-503. - Application and approval process.

- (A) *Pre-application conference.*
- (1) The City requires pre-submittal conferences to meet with potential Applicants and discuss projects on a conceptual level. The conference is intended to identify the correct application type and content requirements for any given project, and also to create an informal forum in which Applicants and the City can discuss any concerns that should be addressed as soon as possible to avoid any unnecessary delays in the processing of an application and deployment of wireless facilities in the City. The requirement for a pre-submittal conference may be waived by the Director of Community Development or City Administrator based on necessity and/or prior experience with the Applicant.
 - (2) An appointment is required for all pre-submittal conferences.
- (B) *Application Required.* Prior to installation, modification, relocation or removal of a Small Cell Facility, relocation or removal of an existing Wireless Support Structure, installation of a new Wireless Support Structure, or Collocation on an existing Wireless Support Structure in the Right of Way, the Operator shall apply to the City and receive approval from the City.
- (C) *Required application materials.* Unless otherwise required by state or federal law, the application shall be submitted to the City Administrator with the applicable fee and all required materials and information in accordance with the requirements of this Article XVI of the Zoning Ordinance and the Design Guidelines in order for the application to be considered complete. The application shall include the following:
- (1) The applicant's name, address, telephone number and e-mail address and the same information for the person who is making the application on behalf of the operator.
 - (2) The names, addresses, telephone numbers and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.
 - (3) A description of the proposed work and the purposes the Small Cell Wireless Facilities are intended to serve. The scope and detail of such description shall be commensurate with the nature and character of the work to be performed
 - (4) Authorization for any consultant acting on behalf of the applicant to speak with City officials and employees on the subject matter for which the consultant is employed, even if the applicant is not present.
 - (5) Verification from an appropriate professional that the Small Cell Wireless Facility will comply with all applicable codes to address threats to destruction of property or injuries to persons.
 - (6) Drawings and descriptions of the proposed Small Cell Wireless Facilities, Wireless Support Structures, and accessory equipment.
- (D) *Proof of licensure/legal compliance.* The applicant shall provide proof that it is a licensed provider and will comply with all applicable federal, state and City laws and regulations, including those regarding wireless communications services. The Applicant shall also provide proof that it is in good standing with the state where its

principal office is located and that it is registered to do business in the State of Maryland. The Applicant must maintain its good standing status and registration in Maryland for so long as the permit is in effect.

- (E) *Application processing fee.* For processing an application for consent, the City may charge an application fee of \$500.00 for up to five (5) Small Cell Facilities with an additional \$100.00 for each additional Small Cell Facility.
- (F) *Insurance requirements.* The Applicant shall maintain general liability insurance coverage in the amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate per occurrence, which names the City as an additional insured and provides for advance notification to the City in the event the policy is cancelled, terminated or not renewed. The Application must be accompanied by a certificate from the insurer evidencing these coverages and, if a Small Cell Permit is issued, the Operator shall produce a certificate evidencing this coverage on the annual anniversary of the issuance of the permit and, from time-to-time, upon the request of the City, in effect in such amounts and for such liability as the City may require or be self-insured pursuant to the terms of this article.
- (G) *Review process.*
 - (1) Within ten (10) days of receiving an application, the City shall determine and notify the applicant in writing as to:
 - A. Whether the application is complete; or
 - B. If the application is incomplete, the documents and/or information that is missing.
 - (2) The City shall make its final decision to approve or deny the application within forty-five (45) days of the filing of the complete application. This time-frame may be tolled only by agreement of the parties or if, during the course of the review, the City determines that additional documentation or information is required from the applicant, it shall be tolled from the date the applicant is notified through the date the applicant provides the documentation and/or information.
 - (3) The City shall notify the applicant in writing of its final decision, and if the application is denied: (i) Specify the basis for denial; and (ii) Cite specific code provisions from federal, state, or local codes provisions as to why the application was denied.
 - (4) Notwithstanding the initial denial, the applicant may cure any deficiencies identified by the City within thirty (30) days of the denial without paying an additional application fee, provided the City shall approve or deny the revised application within thirty (30) days of receipt of the amended application which shall be limited to the deficiencies specified in the original notice of denial.
 - (5) If the City fails to act upon an application within the applicable time frames, the applicant, after providing written notice to the City that the application period has lapsed, shall receive a written approval notice within ten (10) business days. However, if the City notifies the applicant of its decision in advance of the aforesaid applicant's notice, the City's decision shall stand.
 - (6) An applicant seeking to construct, modify or replace a network of Small Cell Wireless Facilities may, at the applicant's discretion, file a consolidated application for up to ten (10) Small Cell Wireless Facilities and receive a single permit for multiple Small Cell Wireless Facilities.
 - (7) *Appeals to Board of Zoning Appeals.* In the event such a permit is denied or conditions are imposed which are not acceptable to the applicant, it shall have the right to appeal the decision by filing a request for such an appeal no later than thirty (30) days from the date of the decision. Notice of and the reasons for denials shall be set forth in writing, mailed to the applicant by first class U.S. mail at the address set forth in its application or it may be hand-delivered to the applicant. Any conditions imposed with respect to the issuance of a Small Cell Permit shall be clearly set forth in the permit of the

Section 25-504. - Design guidelines.

- (A) An Antenna may be installed on streetlight or mast arms mounted on pre-existing poles, including utility and street light poles or other pre-existing exterior support structures, but the installation of taller poles or new overhead wiring to accommodate the Antennae will not be permitted without a special exception approved by the Board of Zoning Appeals. Overall, an Antenna may be installed at least twenty (20) feet from the ground in a residential zone or fifteen (15) feet from the ground in a commercial zone.
- (B) An antenna may not be installed on or within sixty (60) feet of a single-family or two-family dwelling unit.
- (C) Cable connecting the antennae to the equipment box shall be contained inside the pole or Support Structure or shall be flush mounted and covered with a metal, plastic or similar material cap matching the color of the pole or structure on which it is installed, properly secured and maintained by the applicant.
- (A) Related unstaffed equipment cabinets shall have a maximum square footage of ten (10) square feet with a maximum height of two (2) feet, and must be so located and installed in accordance with the applicable setback and other requirements of the zone in which the property is classified.
- (E) An Antenna and equipment box must be installed as a Stealth Small Cell Wireless Facility on a property within a Historic District, and the Historic Preservation Commission must review such an application.
- (F) An Antenna may be located on the exterior of public property or attached to an existing Wireless Support Structure owned or operated by the City. However, the use of any property owned or operated by the City shall be at the discretion of the City Council.
- (G) Antennas shall be located and designed so as to minimize visual impact on surrounding properties and from public streets.
- (H) *Sign prohibition.* A Small Cell Wireless Facility shall not display a sign unless the sign displays emergency information, owner contact information, warning instructions, safety instructions, or is otherwise required by a federal, state, or local agency. Allowed sign on a Small Cell Wireless Facility shall not exceed one (1) square foot in area.
- (I) *Light prohibited.* No lights are permitted on any monopole or Antenna unless required by the Federal Communications Commission, the Federal Aviation Administration, or the City.
- (J) *No interference with Right-of-Way.* Small Cell Facilities and Wireless Support Structures shall be located so as not to: (i) create visual or physical obstructions or other conditions that are hazardous to vehicular and pedestrian traffic, including, but not limited to visual obstruction of traffic signals, signage or sight distances; and (ii) not to interfere with the use of streets, sidewalks alleys, parkways, traffic light poles or other light poles, and other public ways and places.
- (K) *Measurement of height/maximum height.* The height of any Small Cell Wireless Facility or Wireless Support Structure shall be measured from the lowest point at which such facility or structure touches the ground; provided, that if such facility or structure is attached to a building and does not touch the ground, its height shall be measured from the lowest point at which such structure is attached to the building.
 - (1) *New/modified utility poles.* Each new or modified utility pole installed in the Right of Way shall not exceed the maximum height requirements of the Zoning Ordinance.
 - (2) *New Small Cell Wireless Facilities.* New Small Cell Wireless Facilities in the Right-of-Way shall not extend beyond the lesser of the following:
 - A. More than ten (10) feet above an existing utility pole in the Right of Way in place as of the effective date of this section; or

- B. The height for a new utility pole under subsection (K)(1) of this section; or
 - C. Such greater height as authorized under applicable federal law.
- (3) *Decorative poles.* A wireless provider shall be permitted to replace a Decorative Pole when necessary to Collocate a Small Cell Wireless Facility, but any replacement pole shall conform as closely as possible to the design aesthetics of the Decorative Pole being replaced and all costs of replacement shall be borne by the wireless provider, including, reimbursement for the wages and benefits of City employees who were involved in the process.
- (4) *Small Cell Wireless Facilities.* All Small Cell Wireless Facilities must adhere to the following height requirements, except if they conflict with federal law, the federal law shall control.
 - A. *Existing structure mount.* Facilities mounted to an existing structure may not extend higher than ten (10) feet above the existing structure of the height restrictions set forth in subsection (K)(1) of this section, whichever is less
 - B. *Roof mount.* Facilities mounted on a roof shall be stepped back from the front façade to the extent technically feasible in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline;
 - C. *Side-mount.* Facilities which are side-mounted on buildings shall be reasonably camouflaged and shall not extend above the roof line or extend more than two (2) feet from the facade of the building; and
 - D. *Miscellaneous.* Except as otherwise provided herein, the maximum height requirements of the Zoning Ordinance shall apply.
- (L) *Fencing.* A Small Cell Wireless Facility shall not be fenced.
- (M) *Design.* A Small Cell Wireless Facility shall be installed using stealth technology to the greatest extent practicable including without limitation the following:
 - (1) *Reduced visibility.* Antenna arrays, cables, and other accessory facilities used for providing the wireless service shall not be obtrusive;
 - (2) *Color.* The color of the facility shall be compatible with that of the non-tower support structure. All facilities located on buildings, roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the Small Cell Wireless Facility.
 - (3) *Accessory facilities.* Accessory facilities mounted onto a non-tower support structure shall not project greater than three (3) foot, as measured horizontally, from the surface of the non-tower support structure and shall be painted or screened with materials that are a complementary color as the non-tower support structure. Cables shall travel along the exterior of a non-tower support structure.
- (N) *Setbacks.* A Small Cell Wireless Facility that is not in the public right-of-way shall comply with the building setback provisions of the zoning district in which the Small Cell Wireless Facility is located. In addition, the following setbacks shall be observed:
 - (1) Street-pole-attached and new non-tower support structures shall adhere to roadway clear zone guidelines when constructed within the Right of Way;
 - (2) Underground vaults or above-ground structures shall comply with the setback requirements of the underlying zoning district; and
 - (3) Freestanding Small Cell Wireless Facilities or equipment enclosures shall not be located between the face of a structure and a public or private street, bikeway, park, or residential development.

- (O) *Traffic signals.* A Small Cell Wireless Facility shall not be attached to a traffic signal or its equipment.
- (P) *Maintenance.* The owner of the Small Cell Wireless Facility shall promptly:
 - (1) Remove all graffiti on the particular owned Small Cell Wireless Facility at the owner's expense;
 - (2) Repair or replace any damaged equipment or poles, if owned by the small cell owner.

Sec. 25-505. - Safety requirements.

- (A) *Prevention of failures and accidents.* Any Person who owns a Small Cell Facility and/or Wireless Support Structure sited in the Right of Way shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.
- (B) *Compliance with fire safety and FCC regulations.* Small Cell Facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.
- (C) *Changes in state or federal standards and regulations.* If state or federal standards and regulations are amended, the owners of the Small Cell Facilities and/or Wireless Support Structures governed by this article XVI of the Zoning Ordinance shall bring any facilities and/or structures into compliance with the revised standards and regulations within six (6) months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Cell Facilities and/or Wireless Support Structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.
- (D) *Indemnification.* Operators who own or operate Small Cell Facilities or Wireless Support Structures in the Right of Way shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Cell Facilities and wireless service in the Right of Way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Right of Way.
- (E) *Removal.* Every Small Cell Wireless Facility must be removed at the cost of the Operator or owner when it is no longer in use or when it has not been operated for a continuous period of six (6) months. Such a facility must be removed within ninety (90) days after receiving a removal notice from the City.
- (F) *Surety bond or equivalent financial tool for cost of removal.* An Operator or owner must procure and provide to the City a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of

this article. The bond must be maintained for as long as the Operator or owner has Small Cell Facilities and/ or Wireless Support Structures located in the Right of Way or on other City-owned property. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Cell Facilities and/ or Wireless Support Structures or damage to City property caused by an Operator or its agent of each Small Cell Facility and/ or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit. The particular form of any bond, funds set-aside documentation or letter of credit is subject to the approval of the City's attorney.

Sec. 25-506. - Installation and inspection.

- A. *Completion within 180 days.* The Collocation or new Wireless Support Structure for which a Small Cell Permit is granted shall be completed within 180 days after issuance of the Small Cell Permit unless the City and the Applicant agree to extend this period. The City will agree to an extension if the delay is caused by (a) make-ready work for a City-owned Wireless Support Structure, or (b) the lack of commercial power or backhaul availability at the site, provided that the Operator has made a timely request within sixty (60) days after the issuance of the Small Cell Permit for commercial power or backhaul services. The additional time to complete installation may not exceed a total of 300 days after the issuance of the Small Cell Permit.

- B. *Procedure for request for extension of time.* In situations when completion will not occur within 180 days after issuance of the Small Cell Permit, the Applicant may request an extension of time. Such extension request must include the length of time being requested and the reason for the delay. The extension request must be filed with the City Administrator.

Section 25-507. - General provisions.

- A. *As-Built Maps and Records.*
 - (1) The Operator shall maintain accurate maps and other appropriate records, including an inventory, of its Small Cell Facilities and Wireless Support Structures as they are actually constructed in the Right of Way or any other City-owned property. The inventory shall include GIS coordinates, date of installation, type of Wireless Support Structure used for installation, Wireless Support Structure owner and description/type of installation for each Small Cell Facility and Wireless Support Structure.
 - (2) The Operator shall provide a cumulative inventory of its Small Cell Facilities and Wireless Support Structures as they are actually constructed in the Right of Way or any other City-owned property within thirty (30) days of any City request therefor. Concerning Small Cell Facilities and Wireless Support Structures that become inactive, the inventory shall include the same information as active installations in addition to the date the Small Cell Facility and/or Wireless Support Structure was deactivated and the date the Small Cell Facility and/or Wireless Support Structure was removed from the Right of Way. The City may compare the inventory to its records to identify any discrepancies.
- B. *Generally Applicable Health and Safety Regulations.* All Small Cell Facilities and Wireless Support Structures shall be designed, constructed, operated and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including without limitation all applicable regulations for human exposure to RF emissions.

Sec. 25-508. - Annual collocation fee.

For each attachment of a Small Cell Facility to a Wireless Support Structures owned or operated by the City or located in the Right of Way, the City may charge the Operator an annual fee of \$270.00 for attachment to a Wireless Support Structure in the Right of Way or for the right to access a Small Cell Facility in the Right of Way, subject to such restrictions as may be required by the City's Director of Public Works.

Sec. 25-509. - Liability and signal interference.

- A. *No Liability.* The City shall not be liable to the Operator by reason of inconvenience, annoyance or injury to the Small Cell Facilities, Wireless Support Structures, and related ground or pole-mounted equipment or activities conducted by the Operator therefrom, arising from the necessity of repairing any portion of the Right of Way, or from the making of any necessary alteration or improvements in or to any portion of the Right of Way or in or to the City's fixtures, appurtenances or equipment.
- B. *Signal Interference Prohibited.* In the event an Operator's Small Cell Facility interferes with the public safety radio system, or the City's or State of Maryland's

traffic signal system, the Operator shall, at its cost, immediately cooperate with the City to either rule out the Operator as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing. The Operator shall reimburse the City for employee wages and benefits to the extent City employees are involved in issues pertaining to signal interference.

Sec. 25-510. - Requirements for removal, replacement, maintenance and repair.

A. *Replacement of municipal-owned wireless support structure.*

- (1) *When necessary to accommodate Small Cell Facility.* The City may require, in response to an application to Collocate a Small Cell Facility on a City-owned Wireless Support Structure, the replacement or modification of the Wireless Support Structure at the Operator's cost if the City determines that replacement or modification is necessary for compliance with construction and safety standards. Such replacement or modification shall conform to the Design Guidelines. The City may retain ownership of the replacement or modified Wireless Support Structure.
- (2) *Accommodation of reservation of space for future public safety or transportation uses.* If the City has reserved space for future public safety or transportation uses on the City-owned Wireless Support Structure, the replacement or modification must accommodate the future use.

B. *Removal or relocation required for City project.*

- (1) The Operator shall remove and relocate the permitted Small Cell Facility and/or Wireless Support Structure at the Operator's sole expense to accommodate construction of a public improvement project by the City.
- (2) If an Operator fails to remove or relocate the Small Cell Facility and/or Wireless Support Structure or portion thereof as requested by the City within 120 days of the City's notice, then the City shall be entitled to remove the Small Cell Facility and/or Wireless Support Structure, or portion thereof at the Operator's sole cost and expense, without further notice to the Operator.
- (3) The Operator shall, within thirty (30) days following the issuance of an invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Small Cell Facilities and/or Wireless Support Structure, or portion thereof. The Operator shall be liable for the City's collection costs, including but not limited to, reasonable attorneys' fees, court costs and litigation expenses.

C. *Removal required by City for safety and imminent danger reasons.*

- (1) An Operator shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Small Cell Facility and/or Wireless Support Structure within the time frame and in the manner required by the City if the City reasonably determines that the disconnection, removal, or relocation of any part of a Small Cell Facility and/or Wireless Support Structure (a) is necessary to protect public property or the public health, safety or welfare, or (b) the Operator fails to obtain all applicable licenses,

- permits, and certifications required by law for its Small Cell Facility and/or Wireless Support Structure.
- (2) If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Small Cell Facility and/or Wireless Support Structure at the Operator's sole cost and expense.
- D. *Removal/abandonment of facilities.*
- (1) An Operator shall remove Small Cell Facilities and/or Wireless Support Structures when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of sixty (60) days of the Small Cell Facility and/or Wireless Support Structure being Abandoned, or within sixty (60) days of receipt of written notice from the City. When an Operator abandons permanent structures in the Right of Way, the Operator shall notify the City in writing of such Abandonment and the location and description of each Small Cell Facility and/or Wireless Support Structure Abandoned. Prior to removal, the Operator must make application to the City and receive approval for such removal. The City may require the Operator to complete remedial measures necessary for public safety and the integrity of the Right of Way.
- (2) The City may, at its option, allow a Wireless Support Structure to remain in the Right of Way and coordinate with the owner to transfer ownership of such Wireless Support Structure to the City, instead of requiring the owner and/or Operator to remove such Wireless Support Structure.
- E. *Restoration.* An Operator shall repair any damage to the Right of Way, any facilities located within the Right of Way, and/or the property of any third party resulting from the Operator's removal or relocation activities (or any other of Operator's activities hereunder) within ten (10) calendar days following the date of such removal or relocation, at the Operator's sole cost and expense. Restoration of the Right of Way and such property must be to substantially the same condition as it was immediately before the date Operator was granted a Small Cell Permit for the applicable location, or did the work at such location (even if Operator did not first obtain a Small Cell Permit). This includes, but is not limited to, restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration and replacement shall be in accordance with any City standards and subject to its the sole reasonable approval.

Sec. 25-511. - Effect of partial invalidity.

The provisions of this article XVI of the Zoning Ordinance are hereby declared to be severable, and if any section, subsection, or clause of this article is held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other portions of this article that can be given effect. Further, to the extent that any such provision is otherwise severable, a court of competent jurisdiction may reform that provision to effect the intent of the City if it is possible to do so in such a manner that the resulting provision would not be severable.

Sec. 25-512. – Penalty.

- (A) Failure to comply with any provision of this article shall be a municipal infraction, subject to a fine in the amount of \$250.00 per day for each day the violation continues.
- (B) In addition to the fine, the City may revoke the Small Cell Permit(s) which is/are the subject of the municipal infraction, it may request injunctive relief to compel performance of the violated provision, and it may pursue any and all remedies which may be available to it at law or in equity. These remedies are cumulative.

Item Attachment Documents:

Ordinance No. 3859 - authorizing terms for the conveyance of 349 Davidson Street to Venus Starr and to authorize execution of a deed to effect the conveyance

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE TERMS FOR THE CONVEYANCE OF 349 DAVIDSON STREET, CUMBERLAND, MARYLAND TO VENUS STARR AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 349 Davidson Street in the City of Cumberland, Allegany County, Maryland (the "Property");

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,521, passed by the Mayor and City Council on September 3, 2019;

WHEREAS, Venus Starr ("Starr") offered to purchase the Property for the sum of \$500.00; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of that offer to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept Venus Starr's offer to purchase the Property for the sum of \$500.00 subject to the following terms:

- A. She shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property to her;
- B. She will pay the deed recordation fee charged by the court;
- C. She will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will

assume responsibility for the payment of those taxes thereafter;

D. The Property will be transferred to her by means of a quitclaim deed containing no warranties or representations of any kind, the form of the deed being set forth in the attachment hereto;

E. She shall pay the City's \$100.00 deed recordation fee; and

F. The purchase price and other amounts required to be paid hereunder shall be remitted to the City Clerk or the City Solicitor no later than 60 days from the date of the passage of this Ordinance or she will forfeit her right to purchase the Property. The City Solicitor is authorized to extend the deadline set forth herein as he sees fit.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed conveying the Property to Starr subject to the aforesaid requirements;

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 M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2019, by and between **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the first part, and **Venus Starr**, of Allegany County, Maryland, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Five Hundred Dollars (\$500.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto party of the second part, her personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

FIRST: **ALL** that certain lot or parcel of ground situate, lying and being on Davidson Street, in the City of Cumberland, Allegany County, State of Maryland, described as follows:

BEGINNING for the same at a point North 50 feet from the beginning point of the lot conveyed to Jacob D. George by Samuel J. Edwards and wife, by deed dated April 17, 1891, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 70, folio 237, and place of beginning being the beginning of the second line of the lot conveyed by Samuel J. Edwards and wife to Jacob D. George, as aforesaid, and running thence with Davidson Street, North 45 degrees East 30 feet; thence South 45 degrees East 136 feet to the outlines of the land of the said Samuel J. Edwards; and with said outlines, South 54.1 degrees West 30 feet to the end of the second line of lot conveyed to Jacob D. George by Samuel J. Edwards and wife by the deed aforementioned; and with said second line reversed, North 45 degrees West 131 1/4 feet to the place of beginning.

SECOND: **ALL** that strip or parcel of ground situated on the southeasterly side of Davidson Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing on the southeasterly side of Davidson Street at the end of the first line of the whole property of which this is a part as conveyed by The Real Estate and Building Company of Cumberland, Maryland, to Roger William Jones, et ux, by deed dated the 16th of September, 1961, and recorded among the Land Records of Allegany

County, Maryland in Liber 339 , folio 450, and running thence across the said whole property, South 48 degrees 00 minutes East 139.44 feet to a stake standing on the fourth line of the said whole property; thence with the remainder of the said fourth line, South 61 degrees 00 minutes West 10.6 feet to a stake and with the fifth line of said Real Estate and Building Company of Cumberland, Maryland, deed North 48 degrees 00 minutes West 136 feet to the southeasterly side of Davidson Street; thence with said side of Davidson Street, North 43 degrees 45 minutes East 10 feet to the point of beginning.

IT BEING the same property conveyed from Lawrence E. Geiger, Jr. to Mayor and City Council of Cumberland by deed dated November 12, 2015 and recorded among the Land Records of Allegany County, Maryland in Book 2187, Page 493.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the party of the second part, her personal representatives, heirs and assigns in fee simple forever.

WITNESS the hand and seal of the party of the first part the day and year first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$500.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

MICHAEL SCOTT COHEN

Item Attachment Documents:

Order No. 26,524 - approving the award of Historic District Tax Incentives to Daniel and James Rhee and Sam J. Lee, owners of 45 North Centre Street equaling a property tax credit of \$15,206.08 to be used within 5 years and a property tax assessment freeze for 4 years

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

ORDER NO. 26,524

DATE: September 17, 2019

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

THAT, the property located at 45 North Centre Street, owned by Daniel and James Rhee and Sam J. Lee be and is hereby granted a one-time Historic District Property Tax Credit commencing with the 2017 tax year as follows:

1. Property tax credit in the amount of \$15,206.08 (10% of total eligible project costs of \$152,060.83) applied to real estate property taxes for a total of five (5) years, with any credits remaining expiring after that time;
2. Property tax assessment freeze for four (4) years based on the 2017 tax year and an investment equaling 66% of the pre-improvement value of the property (\$231,700).

Raymond M. Morriss, Mayor

Historic District Tax Incentive Program

By Kathy McKenney

45 North Centre Street

Daniel and James Rhee/Sam J. Lee

Contact: Barbara Humbertson

Tax Account #: 14-003207

A Historic District Tax Incentive Application has been received from the owners of the property located at 45 North Centre Street. Based on research, calculations, and adjustments made for grant funding received for the project (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$15,206.08 (10% of total eligible project costs of \$152,060.83). The credit will be applied to real estate property taxes and is valid for a total of five years. Any credits remaining after that time will expire.
- ❖ Property tax assessment freeze for 4 years (using the 2017 tax year for calculations) due to an investment equaling 66% of the pre-improvement value of the property (\$231,700).

①



45 N CENTRE Street, Cumberland, MD 21502
6-19, Exterior of Property - Front

①



45 N CENTRE Street, Cumberland, MD 21502
6-19, Exterior of Property - Front
Close-up of new ADA complaint entrance

2



45 North Centre Street, Cumberland, MD 21502
6-19, Looking in Front area of restaurant
1st Floor.

3



45 N CENTRE Street, Cumberland, MD 21502
6-19, Looking back into restaurant,
1st FLOOR

4



45 N CENTRE Street, Cumberland, MD 21502
6-19, RESTAURANT SPACE # entrance
1st FLOOR

4



45 N Center Street, Cumberland, MD 21502
6-19, Restaurant space & entrance 1st floor

4



45 N Centre Street, Cumberland, MD 21502
6-19, Restaurant space & entrance
1st FLOOR

(4)



45 N Centre Street, Cumberland, MD 21502
6-19, Restaurant space right wall showing
changes to ceiling and entrance & lighting
1st floor.

④



45 N Centre Street, Cumberland, MD 21502
6-19, Restaurant space right wall 1st floor

5



45 N Centre Street, Cumberland, MD 21502
6-19, New Bar to Left of main dining
area in photo 4. 1st FLOOR

6



45 N Centre Street, Cumberland, MD 21502
6-19, OFFICE SPACE converted to RESTAURANT
SPACE 1st FLOOR

⑦



45 N Liberty Street, Cumberland, MD 21502
6-19, Hallway on 1st Floor interior

⑧ + ⑨ + ⑪



45 N Centre Street, Cumberland, MD 21502
6-19, office space off main hallway
converted to new ADA complaint men's
women's restrooms

8-9-11



45 N Centre Street, Cumberland, MD 21502
6-19, office space off main hallway
entrance to Men's Restroom, 1st FLOOR

⑧ ④ ⑨ ⑪



45 N Centre Street, Cumberland, MD 21502
b-19, office space off main hallway
converted to men's restroom

8 9 11



45 N Centre Street, Cumberland, MD 21502
6-19, office space off main hallway
converted to men's restroom

⑧ + ⑨ + ⑪



45 N Centre Street, Cumberland, MD 21502
6-19, office space off main hallway
converted to women's restroom showing entrance

849 + 11



45 N Centre Street, Cumberland, MD 21502
6-19, office space off main hallway
converted to women's restroom.

849 + 11



45 N Centre Street, Cumberland, MD 21502
6-19, office space off main hallway
converted to women's restroom

10



45 N CENTRE Street, Cumberland, MD
6-19, New commercial Kitchen 1st Floor

10



45 N Centre Street, Cumberland, MD 21502
6-19, New commercial Kitchen 1st Floor

10



45 N Centre Street, Cumberland, MD 21502
6-19, New commercial Kitchen 1st Floor

12



45 N Centre Street, Cumberland, MD 21502
6-19, Employee restroom showing new
duct work, tile floor, & mop sink. 1st FLOOR

13



45 N CENTRE Street, Cumberland, MD 21502
6-19 Hallway showing changes to
back door for ADA compliance.

14



45 N CENTRE Street, Cumberland, MD 21502
6-19, Exterior door at back of building
under open two car garage 1st FLOOR.

(15) + (16) + (17)



45 N CENTRE Street, Cumberland, MD 21502
6-19, Exterior of property - BACK showing
new siding and garage door, painting.
to back.

(18)



45 N Centre Street, Cumberland, MD 21502
6-19, Exterior of property - show painting
and repair to right wall, rear of building.

18



45 N CENTRE Street, Cumberland, MD 21502
6-19, Exterior of property - showing repair,
paint to right wall, new exhaust from kitchen.

19



45 N Centre Street, Cumberland, MD 21502
6-19, Exterior of Property - Front
close-up of new glass doors and ADA complaint
entrance.



45 N Centre Street, Cumberland, MD 21502
6-19, Left side of Front entrance
showing new ADA complaint RAMP
and movement of new door. 1st FLOOR

20



45 N Centre Street, Cumberland, MD 21502
6-19, Left side of main entrance showing
new ADA complaint Ramp 1st Floor

21



45 N Centre Street, Cumberland, MD 21502
6-19, right side of main entrance showing
changes to front entrance. 1st FLOOR

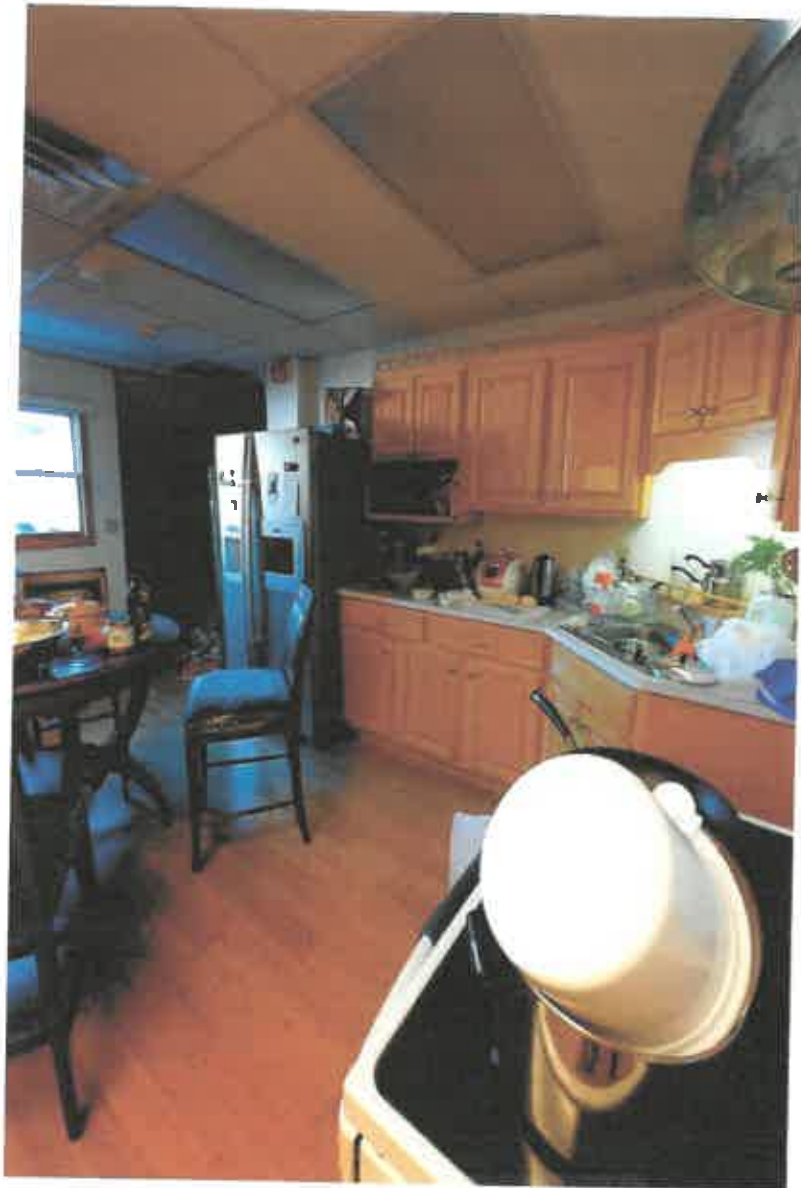


45 N Centre Street, Cumberland, MD 21502
6-19, Interior staircase to second FLOOR
Apartment - no changes



45 N Centre Street, Cumberland, MD 21502
6-19, Interior second floor apartment
HALLWAY - no changes

24



45 N Centre Street, Cumberland, MD 21502
6-19, Interior second floor apartment
Kitchen - no changes

25



45 N Centre Street, Cumberland, MD 21502
6-19, Interior second FLOOR APARTMENT
Kitchen, Hall - no changes

26



45 W Centre Street, Cumberland, MD 21502
6-19, Interior second floor apartment
Living Room - no changes

21



45 N Centre Street, Cumberland, MD 21582
6-19, Interior second floor Apartment
FULL BATHROOM - no changes



45 N Centre Street, Cumberland, MD 21502
6-19, Interior second floor Apartment
Bed room - no changes



45 N Centre Street, Cumberland, MD 21502
6-19, Interior second FLOOR Apartment
Bedroom - no changes

30



45 N Centre Street, Cumberland, MD 21502
6-19, New Roof

31



45 N Centre Street, Cumberland, MD 21502
6-19, New Roof

Item Attachment Documents:

Order No. 26,525 - authorizing the execution of a 3-year Small Enterprise License Agreement with ESRI (Environmental Systems Research Institute, Inc.) for sufficient seats within the system for water, sewer, and engineering departments at a cost of \$25,000 each for years 2 & 3, and \$19,301.63 for year 1 due to a credit in the annual maintenance already being paid for that year

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

ORDER NO. 26,525

DATE: September 17, 2019

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

THAT, the City Administrator be and is hereby authorized to execute a Small Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI), 380 New York Street, Redlands, CA, 92373-8100, to provide sufficient seats within the ESRI System for Sewer, Water, and Engineering, and access for all field data input as well as office needs; and,

BE IT FURTHER ORDERED, that the term of the Agreement will be for three (3) years, with the City paying Twenty-five Thousand Dollars and No Cents (\$25,000.00) for years Two and Three each, and the City paying Nineteen Thousand, Three Hundred One Dollars and Sixty-three Cents (\$19,301.63) for the first year due to a credit in the annual maintenance already being paid for that year.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 17, 2019

Agenda Item Number:

Key Staff Contact: Kim Root

Item Title:

3 year Enterprise License Agreement with ESRI

Summary:

The Engineering Department will enter into an agreement with ESRI for enterprise license for small gov't. This enterprise license will provide enough seats within the ESRI system for sewer, water and Engineering. This will provide access for all field data input as well as in office needs. Currently the City has an annual maintenance plan that totals \$18,500, this cost does not provide enough seats for work to be completed as needed. This agreement will be for a term of 3 years with the City paying \$25,000 per year in years 2 & 3. For year 1 the City will pay \$19,301.63 due to a credit in the annual maintenance already being paid for the year.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	001.052.48201
Value of award:	\$19,301.63 YR1 , \$25,000 YR 2 and \$25,000 YR3
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 checked="" type="checkbox"/> No	
Match provisions:	
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.)	



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/22/2019 To: 11/20/2019*

Quotation # Q-395056

Date: August 22, 2019

Customer # 124104 Contract # ENTERPRISE
AGREEMENT

City of Cumberland
Engineering Dept
57 N Liberty St
Cumberland, MD 21502

ATTENTION: Amy Baker
PHONE: 301-759-6605 x6605
EMAIL: amy.baker@cumberlandmd.gov

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$25,000.00	\$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$25,000.00	\$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$25,000.00	\$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

David Ozer

Email:

dozer@esri.com

Phone:

610-644-3374 x5958 x5958

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

OZERD

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-395056

Date: August 22, 2019

Customer # 124104 Contract # ENTERPRISE AGREEMENT

City of Cumberland
Engineering Dept
57 N Liberty St
Cumberland, MD 21502

ATTENTION: Amy Baker
PHONE: 301-759-6605 x6605
EMAIL: amy.baker@cumberlandmd.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/22/2019 To: 11/20/2019

Subtotal:	\$75,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$75,000.00

*Thank you for your interest in the products and services offered by Esri. This quote displays the total three year Small Government EA price. When entering into a Small Government EA, you agree to pay the annual EA cost each year (\$25,000). This year's invoice will include year one.

Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Esri Customer Service for processing. Faxes may be sent toll-free to (909) 307-3083.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to Esri, P.O. Box 741076, Los Angeles, CA 90074-1076.

If you have any questions regarding this quotation, please feel free to contact me. You will find my contact information at the bottom of the page. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service toll free at (888) 377-4575.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: David Ozer	Email: dozer@esri.com	Phone: 610-644-3374 x5958 x5958
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

OZERD

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/22/2019 To: 11/20/2019*

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Date: August 22, 2019

Customer # 124104 Contract # ENTERPRISE
AGREEMENT

City of Cumberland
Engineering Dept
57 N Liberty St
Cumberland, MD 21502

ATTENTION: Amy Baker
PHONE: 301-759-6605 x6605
EMAIL: amy.baker@cumberlandmd.gov

The following items are optional items listed for your convenience.

These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
126959	2	\$618.00	\$1,236.00

Esri Training Pass per Day Up to 49 Days per Year One Year Term

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

David Ozer

Email:

dozer@esri.com

Phone:

610-644-3374 x5958 x5958

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

OZERD

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 Insights for ArcGIS for use with ArcGIS Enterprise
 2 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Item Attachment Documents:

Order No. 26,526 - authorizing the execution of an Employee Assistance Program Service Agreement with the Western Maryland Health System Corp. to provide assistance to City employees, their spouses, and dependents for a term of 3 years at a rate of \$27 per employee per year

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

ORDER NO. 26,526

DATE: September 17, 2019

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

THAT, the Mayor be and is hereby authorized to execute an Employee Assistance Program Service Agreement by and between the Mayor and City Council of Cumberland and the Western MD Health System Corporation to provide assistance services to City of Cumberland employees, and employees' spouses and dependents, for a 3 (three) year term, effective July 1, 2019 through June 30, 2022; and

BE IT FURTHER ORDERED, that pricing shall be based upon an anticipated employee volume of 260 employees at \$27.00 per employee per year with certain contingencies.

Mayor Raymond M. Morriss

Employee Assistance Program Service Agreement

THIS EMPLOYEE ASSISTANCE PROGRAM SERVICE AGREEMENT (Agreement) is effective as July 1, 2019, by and between **Western Maryland Health System Corporation** a Maryland not-for-profit corporation (hereafter referred to as "WMHS"), and the Mayor and City Council of Cumberland (hereafter referred to as "City").

RECITALS:

WHEREAS:

A. WMHS is a community-based health care delivery system with a specific Behavioral Health Service which provides an Employee Assistance Program within a general hospital setting. WMHS is fully accredited by the Joint Commission, and approved, accredited and fully compliant with COMAR and CMS regulations.

B. City is requesting the provision of an Employee Assistance Program (EAP) from an Independent Contractor, identified in this agreement as WMHS.

C. WMHS is willing to contract with City to provide EAP to City Employees and the employee's spouse and dependents on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. EAP SERVICE LINES OFFERED UNDER THE TERMS OF THIS CONTRACT:

- 1.1 **24/7 Access to services:** WMHS agrees to provide a single access point for City employees, employee's spouse and dependents that is available 24/7. For this specific service, the direct contact line for services is **240-964-8585**. Routine or traditional service needs will be accommodated with an appointment within 1 business day. On weekends, holidays or other times such as late evening or night, urgent evaluations and appointments are covered through the 24/7 Crisis Counseling Services. All services regardless of time are accessed through the above single access point.
- 1.2 **Critical Incident Stress Debriefing (CISD):** WMHS agrees to provide CISD services, deployed to the specific department or area of need when requested or deemed appropriate by WMHS and/or City
- 1.3 **Management and Employee Training and Support:** WMHS agrees to provide up to 3 on-site training seminars and/or lunch and learn series, which must be requested by the City. Additionally, Management consultation including supervisory support, supervisory referrals accepted from HR or managers and additional supervisory training is available as requested.

- 1.4 **Web based Work life, Wellness and Educational Component:** WMHS agrees to provide City employees access to 24/7, State of the Art Wellness Work life Website. The website provides educational information on 200+ topics and self-scoring tools, as well as legal, financial and Identity Theft Assistance.
- 1.5 **Crisis, Problem Solving and Counseling Component:** WMHS agrees to provide City employees, spouses and dependents in need of services with up to 6 face to face counseling sessions with a licensed mental health professional per Calendar year. Traditional, non-urgent counseling, coaching or consultation needs will be scheduled within 1 business day, excluding weekends or holidays. Urgent or emergent crisis services are available by phone and by face to face intervention 24/7. All services include Case Management, Follow-up and referrals as deemed appropriate.

2. **COMPENSATION, FEES AND BILLING**

- 2.1 **Pricing:** The contract constitutes a comprehensive EAP service with one standard price per employee per year. This contract is based upon City anticipated employee volume of 260 employees at \$27.00 per employee per year. This equals to \$2.25 charge per employee per month (PEPM). WMHS further agrees to maintain the pricing of this service for 3 years unless City increases the number of employees by 10%. City agrees to notify WMHS of any increase in employees and to increase the PEPY by a percentage equal to employee percentage once the increase equals or exceeds 10%.

3 year guarantee with above stipulations and limitations – PEPM Price for comprehensive EAP services: \$2.25

- 2.2 **Professional Liability Insurance** During the Term of this Agreement, WMHS shall be responsible for obtaining and maintaining professional liability insurance (including any applicable extended reporting endorsement ("tail insurance") upon termination of this Agreement) covering WMHS Counselors and Social Workers for all activities performed as an employee of WMHS in the provision of EAP services under this contract..

- 2.3 **Billing:** WMHS will invoice City on an annual basis for the appropriate charge of \$27.00 per year per employee, identified initially as 260 employees at the inception of this contract for annual invoice of \$7020.00. City shall pay invoices within 30 days of receipt. This Per Employee Per Month rate is guaranteed for a period of 3 (three) years as stipulated under the terms of item 2.1.

3. **TERM AND TERMINATION**

- 3.1 **Term** The term of this Agreement shall be for 3 (three) years with the effective date beginning the first (1st) day of July 2019. Pricing and deliverable services identified in this contract will remain unchanged during this duration with exception as stipulated in item 2.1.

- 3.2 **Termination** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. In such an event, WMHS agrees to work collaboratively with City to ensure a smooth transition to a new vendor and prevent disruption of services to City employees, spouses and dependents.

4. **CONFIDENTIALITY**

- 4.1 **General:** WMHS shall be the sole proprietor of all medical records generated in the course of treatment, and such records are subject to local, state and federal rules, regulations and laws regarding Confidentiality and the limits and exceptions to such. WMHS agrees to maintain full compliance with all local, state, federal and other accrediting organizations.

- 4.2 **Terms of Agreement.** Neither Party shall disclose the contents of this Agreement to any third party, except as may be reasonably required to obtain the services of that Party's professional advisors or as may be required by law. The Parties shall notify the professional advisors of the nondisclosure requirements of this Agreement.

- 5.0 **Legal Fees and Costs** In the event that a breach of this Agreement for which proper notice has given has not been cured, and in the additional event that the non-breaching party initiates legal action with regard thereto, the prevailing party will be entitled to recover such reasonable expenses, including without limitation, reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

6. **NOTICES** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance herewith:

If to WMHS:

Western Maryland Health System
P.O. Box 539
Cumberland, Maryland 21502
Attention: Mr. Barry Ronan
President/CEO

If to City:

Mayor and City Council of Cumberland
57 N Liberty Street
Cumberland, MD 21502
Attn: Ray Morris, Mayor – City of Cumberland

- 6.1 **Governing Law** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Maryland.
- 6.2 **Entire Agreement** This Agreement, along with a separate Business Associate Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.
- 6.3 **Severability** In the event any term or provision of this Agreement is rendered invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

- 6.4 **Waiver** No failure by a party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates set forth below effective as of the Effective Date.

Date

Ray Morris, Mayor – City of Cumberland
57 North Liberty Street
Cumberland, MD 21502



Date

Nancy Adams, MBA, RN
Senior Vice President, COO, CNE
Western Maryland Health System
12502 Willowbrook Road
Cumberland, MD 21502

Item Attachment Documents:

Order No. 26,527 - Authorizing acceptance of a Certified Local Government Sub-grant from the MD Historical Trust in the amount of \$23,846 to be used for the purpose of evaluating the economic impacts of Historic Preservation in Cumberland

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor



Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

Maryland DEPARTMENT OF PLANNING

August 14, 2019

Ms. Kathy McKenney
Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502

RE: FFY 2019 Certified Local Government Subgrant Agreement
"Economic Impacts of Historic Preservation in Cumberland"

Dear Ms. McKenney:

Enclosed for your review is the Grant Agreement between Mayor and City Council of Cumberland and the Maryland Historical Trust, detailing the terms and conditions under which federal Historic Preservation Fund monies will be made available for the City's federal FY 2019 CLG grant agreement for the *"Economic Impacts of Historic Preservation in Cumberland"* project. If you or your legal counsel have any problems with the agreement or need clarification of the agreement language, please contact me by phone at 410-697-9592 or by e-mail at nell.ziehl@maryland.gov so that any necessary changes to this document can be made.

Please note that one complete original agreement and one (1) extra set of original signature pages are enclosed for your authorized official to sign and have witnessed. If the agreement meets with the City's approval, please have it signed, dated, and witnessed where appropriate and return the original, with all signature pages and attachments to me as soon as possible. Upon signature by our attorney and the State Historic Preservation Officer, a copy of the fully executed Grant Agreement will be emailed to you.

Sincerely,

for Nell Ziehl
Chief, Office of Planning, Education
and Outreach

Enclosures

cc: Suzanne Mbollo, MHT

Maryland Historical Trust • 100 Community Place • Crownsville • Maryland • 21032

Tel: 410.697.9591 • toll free 877.767.6272 • TTY users: Maryland Relay • MHT.Maryland.gov

CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

This grant agreement (the "Agreement") is entered into as of the Effective Date (as defined in Section 1.b below), by and between Mayor and City Council of Cumberland, (the "Grantee") and the STATE OF MARYLAND (the "State") acting by and through the MARYLAND HISTORICAL TRUST ("MHT") an instrumentality of State government containing the Maryland State Historic Preservation Office (the "SHPO").

RECITALS

- A. The Certified Local Government (CLG) Program (the "Program") established pursuant to The National Historic Preservation Act of 1966, as amended, and set forth at 36 CFR Part 61 (the "Federal Regulations"), enables the National Park Service of the United States Department of the Interior ("NPS") to allocate funds (the "CLG Funds") to SHPOs to make sub-grants to designated CLG jurisdictions or other appropriate entities to carry out eligible historic preservation activities;
- B. Pursuant to State Finance & Procurement Article §5A-318, Maryland Code Annotated (the "Act"), MHT is authorized to accept and disperse the federal CLG Funds for the purposes of the Program;
- C. Pursuant to a grant application dated 2/28/2019, the Grantee has applied to MHT for a CLG Funds for the project described herein (the "Grant Application"); and
- D. In reliance upon the information contained in the Grant Application, MHT has determined that the project is consistent with the provisions of the Program and the Federal Regulations, and has approved an award of CLG Funds for the project on the terms and conditions set forth herein.

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

1. Grant Purpose: Project Terms: Administrators.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with CLG Funds in an amount not to exceed \$23,846.00 (the "Grant"). The Grantee shall use the Grant to carry out the historic preservation services or activities set forth in Exhibit A of this Agreement (the "Project"), as further described in Exhibit A - Grant Purpose/Scope of Work (the "Project Scope"). Grantee shall use the Grant only for the activities authorized in the Scope of Work, and shall operate the Project in accordance with the Federal Regulations, the Act, the NPS Historic Preservation Fund Grants Manual, June 2007 Release, chapter numbers 9(K), 12-14, 17 and 24, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf, as amended by 2 CFR 200 (the "HPF Grants Manual"), the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation" available online at http://www.nps.gov/history/local-law/arch_stnds_0.htm, and the terms and conditions of this Agreement.

- b. **Grant Term.** The Agreement is effective as of the date it is executed by MHT (the “Effective Date”), and shall terminate on the later of (i) September 30, 2021, or (ii) MHT’s receipt and approval of the Final Report described in Section 5 of this Agreement (the “Termination Date”), if not terminated earlier pursuant to the Agreement.
- c. **Project Timetable.** Grantee may commence the Project on 5/1/2019 (the “Project Commencement Date”) and shall complete the Project by 6/30/2020 (the “Project Completion Date”) as set forth in **Exhibit A - Project Timetable.**
- d. **Extensions.** At its discretion MHT may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHT’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHT in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. Should the Grantee at any time determine that the Project will not comply with any of the dates set forth in the Project Timetable, the Grantee shall immediately notify the Project Monitor identified below to determine what actions need to be taken.
- e. **Administrators.** Nell Ziehl, Chief, Office of Planning, Education and Outreach, shall serve as MHT’s Project Monitor and Ms. Kathy McKenney shall serve as Grantee’s Project Administrator. The Project Monitor and the Project Administrator will be the chief contacts for the parties with respect to all matters pertaining to this Agreement.

2. Grantee’s Contribution: Nonfederal Funds.

- a. If required by MHT, Grantee shall provide a contribution in cash to the Project as further described in **Exhibit A - Grantee’s Contribution** (the “Grantee’s Contribution”), Documentation of the Grantee’s Contribution must be satisfactory to MHT. Grantee’s Contribution may include funds derived from other public or private sources; provided however, that no federal funds may be used for any part of the Grantee’s Contribution. Grantee’s Contribution shall be used to pay for authorized Project expenses, as further described in the budget attached in **Exhibit A - Project Budget.**

3. Expenditure of Grant Proceeds.

- a. Grantee may incur Project expenses commencing on the Project Commencement Date.
- b. All Grant funds shall be expended on or before the Project Completion Date.
- c. Project expenses incurred before the Project Commencement Date or after the Project Completion Date, and expenses submitted to MHT after the Final Report Due Date are not eligible for reimbursement from Grant proceeds.

- d. Grantee shall expend the Grant in accordance with the Project Budget.
- e. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHT.
- f. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant. Changes in funds allocation that exceed 10% of the Grant amount must be approved pursuant to Section 20.
- g. Should the Grantee at any time determine that the Project will not comply with the Project Budget, the Grantee shall immediately notify the Project Monitor to determine what actions need to be taken.

4. Grant Disbursements: Conditions.

- a. Provided that Grantee is not in default under the Agreement, and subject to the satisfaction of the Special Conditions set forth in Exhibit A - Special Conditions and the availability of federal funds, Grant funds will be disbursed as the Project progresses for reimbursement of eligible Project costs. Disbursements shall be made based on requests for disbursement of the Grant (a “Disbursement Request”) submitted by Grantee through MHT’s online grants software system.
 - i. Disbursement Requests will be processed within approximately forty-five (45) days from MHT’s approval of a complete Disbursement Request. The Disbursement Requests shall not exceed the eligible costs approved by MHT.
 - ii. All Disbursement Requests shall be satisfactory in form and content to MHT, shall identify all costs incurred for which the disbursement is being sought, and shall have attached copies of the appropriate source documentation. Grantee shall provide such additional supporting documentation as may be requested by MHT from time to time.
 - iii. Where practicable, Disbursement Requests will be made on a quarterly basis and submitted with the progress reports described in Section 5. MHT may request the Grantee to accrue or estimate the expenditures for the last Disbursement Request of the federal fiscal year ending September 30th, to meet Federal reporting requirements.

- b. With the exception of Program grants made to designated Third-Party Administrators, Grant funds shall be disbursed on a reimbursement basis; no funds shall be disbursed until Grantee has incurred eligible Project cost at its own expense. In no event shall MHT disburse funds for reimbursement that exceed the maximum amount of the Grant.
- c. Costs eligible for reimbursement shall be determined in accordance with the approved Project Budget and the HPF Grants Manual.
- d. The final disbursement of the Grant shall be made upon Grantee's completion of the Project to the satisfaction of MHT, and Grantee's submission of the following items, satisfactory in form and content to MHT, on or before the due dates set forth in Exhibit A - Progress/Final Reports:
 - i. The Final Report;
 - ii. The final Disbursement Request; and
 - iii. The final Project Deliverables.
- e. MHT has the right to withhold disbursements of Grant funds if at any time MHT determines in its sole discretion that:
 - i. Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT;
 - ii. Grantee has not expended the full amount of the Grant by the Project Completion Date;
 - iii. Grantee has failed to supply any material fact or documentation in a Disbursement Request;
 - iv. Grantee is otherwise in default under this Agreement; or
 - v. A Disbursement Request exceeds the maximum amount of the Grant.

5. Reports: Deliverables: Inspection.

- a. Progress Reports. Unless waived by MHT, the Grantee shall submit to MHT electronic progress reports using MHT's online grants software system on the due dates set forth in Exhibit A - Progress/Final Reports. The progress reports must be satisfactory to MHT in

form and content, identify work completed, work still in progress and work newly initiated during the report period, and assess whether time schedules are being met, or other performance goals are being achieved. These reports should compare, from Project commencement to date, actual accomplishments to established goals and actual costs incurred to the Project Budget by cost categories. Progress reports shall include a Disbursement Request, if applicable.

- b. **Project Deliverables.** At least forty-five (45) days prior to the Project Completion Date, the Grantee shall provide draft copies of all final Project deliverables described in **Exhibit A - Project Deliverables**, for MHT's review and comment. Revised final Project Deliverables incorporating MHT's comments shall be submitted with the Final Report.
- c. **Final Report.** Grantee shall submit to MHT an electronic final report using MHT's online grants software system on the due date set forth in **Exhibit A - Progress/Final Reports**, including the final Project Deliverables.
- d. The progress reports, the final report, and the Project Deliverables shall be satisfactory to MHT in form and content.
- e. **Project Inspection.** The Grantee agrees to meet at MHT's request for the purpose of reviewing the Project's progress. Either party may request other meetings from time to time. The Grantee and any of its contractors or subcontractors will permit on-site inspections of the Project by representatives of MHT, NPS, the State, and the Secretary of the Interior of the United States (the "Representatives"), upon reasonable notice and during reasonable working hours, before, during, and after the period of time during which the Grant proceeds are expended.

6. Grant Documents.

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

- a. This Agreement, including all the exhibits thereto; and
- b. Any other document or written instrument that may be required by MHT.

7. General and Special Covenants.

- a. The Grantee shall directly supervise the Project. The Grantee shall ensure that a MHT representative is on the selection committee for the review of personnel to be employed on this Project. The MHT representative shall have the option to participate in all interviews.

- b. Following the Project Commencement Date, at its discretion MHT may contact the Grantee to set up an initial meeting between the Project Monitor, the Grantee and other appropriate parties. At this meeting, MHT will provide general assistance and guidance in setting up the Project and clarification of Agreement requirements, so that all products, schedules, services and bills will be mutually anticipated and understood as to content and result.
- d. The Grantee shall immediately notify the Project Monitor of a change in Grantee's Project Administrator, or in any persons named or expressly identified to MHT as key Project personnel. Grantee shall fill a vacancy in the Project Administrator position within one month of the position becoming vacant.
- e. To the extent permitted by law, MHT will make available to the Grantee upon request pertinent information MHT has on file regarding the Project or the Grant. MHT will also assist the Grantee by making its staff available for consultation and technical advice. Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.
- f. Grantee shall comply with all federal requirements governing grants including 2 CFR 200.
- g. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project, including the State provisions set forth in Exhibit C - State Requirements. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, and federal and State licensing and permitting requirements.
- h. The Grantee shall be current on payment of all taxes and filings required by law.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - i. Grantee fails to comply with any of the terms or conditions in this Agreement, or under any other agreement related to the Project;
 - ii. At any time any representation or warranty made by Grantee in connection with the Grant, this Agreement, or the Grant Application shall be incorrect in any manner;
 - iii. Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report affecting the Grant in general, or required under this Agreement, in the Grant Application, or in a Disbursement Request;
 - iv. The Grant funds are not spent in accordance with the terms of this Agreement;
 - v. Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT; or

- vi. Final Project Deliverables, Final Report or other services delivered or performed by Grantee in connection with the Project fail to comply with requirements set forth in the Agreement.
- b. MHT shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHT shall have the right to:
 - i. Reduce the amount of the Grant or withhold disbursement of the Grant;
 - ii. Demand repayment of the Grant from Grantee in whole or in part; or
 - iii. Terminate this Agreement by written notice to Grantee.
- d. In the event of MHT's termination of the Agreement:
 - i. Grantee's authority to request a disbursement of the Grant shall cease and Grantee shall have no right, title, or interest in or to any of the remaining undisbursed Grant funds;
 - ii. MHT may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - iii. In addition to the rights and remedies contained in this Agreement, MHT may at any time proceed to protect and enforce all rights available to it or to MHT by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.
- e. A dispute arising between the parties to the Agreement as to any matter of form, substance or interpretation related to this Agreement (such as payments to the Grantee, time, schedule, or interpretation of contractual provisions) shall be referred to the Project Monitor and Project Administrator for resolution. If the Project Monitor and Project Administrator are unable to agree on a resolution, the Project Administrator may file a written appeal of the dispute to Elizabeth Hughes, the State Historic Preservation Officer, within 30 days following the date of the Project Monitor's decision. The decision of the State Historic Preservation Officer shall be final and binding on the parties.

9. Standards of Work. The Project activities and services carried out pursuant to this Agreement shall conform to relevant industry professional standards, the terms and conditions of this Agreement and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation". Final

services or products that do not conform to the above requirements will be deemed a default under the Agreement.

10. **Subcontracting.** The Grantee may not enter into a subcontract for any of the Project activities or services without MHT's prior written approval of Grantee's subcontractor.

- a. Any subcontract approved by MHT related to the performance of this Agreement shall contain such conditions and provisions as MHT deems necessary, in its discretion, to protect the interest of MHT and NPS. No provision of this Section and no approval by MHT of any subcontract shall have the effect of binding MHT for any amount above the total maximum amount of the Grant, and MHT shall not be responsible for fulfillment of the Grantee's obligations to any of its subcontractors.
- b. Grantee shall submit to the MHT evidence of Grantee's compliance with Federal competitive procurement requirements, if applicable. The Federal competitive procurement requirements are detailed in Chapter 17 of the HPF Manual, and are hereby incorporated by reference into this Agreement.
- c. MHT's prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment, and services, which are either necessary for or merely incidental to the performance of the Project required under this Agreement. This Section does not prohibit contracts between the Grantee and other parties for the preparation, production, and printing of publications, maps, and other documents.

11. **Records.**

- a. Grantee and any subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHT and NPS of all transactions relating to the receipt and expenditure of the Grant for the Project (the "Records"). The Records shall be retained and made available for inspection by the Representatives during reasonable working hours, until the later of: (i) three (3) years after final payment by MHT under this Agreement; or (ii) the date that all litigation, claims or audit findings involving the Records have been resolved and final action taken. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to the Representatives upon request.
- b. Grantee and any of its contractors or subcontractors will effectively furnish, and require property owners, employees and board members, as may be applicable, to furnish such information as, in the judgment of the Representatives, may be relevant for the purposes of financial or programmatic audit and examination, and to ensure compliance with this Agreement and the effectiveness, legality and achievements of Project work.

- c. Upon request of MHT, Grantee shall provide MHT with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.
- d. In addition to the requirements set forth above, Grantee shall provide MHT with such additional records, reports, and other documentation as may be required by MHT.

12. **Audits.**

- a. If applicable to Grantee pursuant to federal regulations set forth in 2 CFR 200, the Grantee shall obtain the services of an Independent Certified Public Accountant to perform a single audit of the Grantee, which shall cover the entire operations of the Grantee, and shall comply with Government Auditing Standards issued by the Comptroller General of the United States.
- b. Grantees who have not and do not anticipate expending federal funds from any other granting authority and whose total federal fund expenditures do not exceed \$750,000 per annum are exempt from the requirements of the above audit requirement.
- c. If, following any audit of funds referred to in this Section, MHT or NPS disallows a claim for costs made by the Grantee for which claim the Grantee has received payment under this Agreement, then the Grantee shall reimburse MHT or NPS for the amount of the disallowed claim.

13. **Publication Requirements.**

- a. **Acknowledgement of Support.** Subject to the provisions of this Section and other pertinent provisions of the Agreement, it is understood and agreed that the Grantee has the right to publish and distribute information regarding and developed from the Project. An acknowledgement of support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation grant funds from the National Park Service made available by MHT. This acknowledgement shall read as follows:

[This publication/activity that is the subject of this publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior, made available through the Maryland Historical Trust. However, the contents and opinions do not necessarily reflect the views or policies of these agencies.

Should trade names or commercial products be cited by text or photograph, the following disclaimer must be added to the Acknowledgement of Support: "nor does the mention of trade names or commercial products constitute endorsement or recommendation by these agencies."

- b. **Non-Discrimination Statement.** All publications produced under this Agreement must include a statement of NPS's non-discrimination policy. This statement shall read as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., MS-2740 Washington, D.C. 20240-0001.

14. **Lobbying.** The Grantee warrants that no part of the Grant funds made available by this Agreement shall be used to influence a Member of Congress or legislation pending before Congress pursuant to the provisions of 18 USC 1913, which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

15. **Grantee's Certifications.** By executing the Agreement, Grantee certifies to MHT that:

- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;

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

16. **Nondiscrimination Provisions: Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or Grantee of the Project, on the basis of:
 - i. Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - ii. Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the State Assurance of Compliance, attached hereto and incorporated herein to this Agreement as **Exhibit B - Assurance of Compliance.**
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - i. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii. Title VIII of the Civil Rights Act of 1968, as amended;

- iii. The Governor's Code of Fair Practices, as amended;
- iv. Upon MHT's request, Grantee will submit to MHT information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHT; and
- v. Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

17. **Equal Employment Opportunity.** The Grantee agrees that the following provision shall be included in all subcontracts and shall be posted by the Grantee and all subcontractors in conspicuous places available to employees and applicants for employment:

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. **Notices.** All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be delivered either in writing, or submitted electronically through MHT's grants management software system, as directed by MHT. Any written communication delivered by U.S mail shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHT by mail shall be sent to the Project Monitor or such other person as may be designated by MHT:

Attn: Nell Ziehl
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032

- b. Communications to Grantee shall be mailed to:

Attn: Ms. Kathy McKenney
Mayor and City Council of Cumberland
Department of Community Development
57 North Liberty Street
Cumberland, MD 21502

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

20. **Entire Agreement: Amendment.**

- a. This Agreement constitutes the entire agreement between the parties, and supersedes all communications between the parties, whether written or oral, prior to its execution;
- b. Except as provided otherwise in Section 1.d of the Agreement, no amendment of this Agreement shall be binding upon either party unless such amendment is in writing duly executed by both parties hereto;
- c. Except as provided otherwise in Section 3.e of the Agreement, changes to the Project Scope or Project Budget are subject to MHT's determination that the proposed change is (i) warranted by the circumstances presented by Grantee; and (ii) in accordance with the Grant Purpose/Scope of Work, the Program and the HPF Grants Manual.
- d. The Project Monitor for MHT is authorized to executed amendments regarding changes to the Project Scope or Project Budget.
- e. Grantee hereby authorizes its Project Administrator to execute amendments to the Agreement on behalf of Grantee, unless Grantee notifies MHT in writing of a different authorized signatory for such amendments.

21. **Assignment.** This Agreement may not be assigned without MHT's prior written approval.

22. **Assignment of Claims.** The Grantee may not make an assignment of claims arising under this Agreement without obtaining the prior written consent of MHT or NPS. In the event such an assignment is authorized, the Grantee, not the assignee, shall prepare and submit invoices. Where such an assignment has been made, the original invoice is to be mailed directly to the assignee.

23. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

24. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.

25. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
26. **Costs.** The Grantee shall bear all costs incident to the Grant, including without limitation Grantee's reasonable attorneys' fees, if any.
27. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHT to the attention of the Project Monitor.
28. **No Warranty or Representation.** Neither the approval by MHT, the State, or NPS, nor any subsequent inspections or approvals of the Project shall constitute a warranty or representation by them or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHT, the State, or NPS are performed solely for their benefit to assure the proper expenditure of the Grant, and are not for the benefit of any other person.
29. **Voluntary Termination.** MHT and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of voluntary termination by MHT, Grantee's authority to request disbursements of the Grant shall cease, and Grantee shall have no right, title or interest in or to any of the remaining undisbursed Grant funds. At the time of termination, Grantee shall return to MHT any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WITNESS

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Name:
Title:

By: _____
Name:
Title:

Approved for form and legal sufficiency

WITNESS

MARYLAND HISTORICAL TRUST

Name:
Title:

By: _____
Elizabeth Hughes
Director, Maryland Historical Trust and
State Historic Preservation Officer

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

Assistant Attorney General

Exhibits

Exhibit A – Project Scope of Work and Requirements
Exhibit B - Assurance of Compliance
Exhibit C - State Requirements

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WITNESS

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Name:
Title:

By: _____
Name:
Title:

Approved for form and legal sufficiency



WITNESS

MARYLAND HISTORICAL TRUST

Name:
Title:

By: _____
Elizabeth Hughes
Director, Maryland Historical Trust and
State Historic Preservation Officer

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

Assistant Attorney General

Exhibits

- Exhibit A – Project Scope of Work and Requirements**
- Exhibit B - Assurance of Compliance**
- Exhibit C - State Requirements**

EXHIBIT A

PROJECT SCOPE OF WORK AND REQUIREMENTS

TITLE: Economic Impacts of Historic Preservation in Cumberland

GRANT NUMBER:

CFDA NUMBER: 15.904

AREA AFFECTED BY PROJECT: Allegany

TOTAL PROJECT COST: \$23,846.00

FEDERAL SHARE: \$23,846.00

NONFEDERAL SHARE

/GRANTEE'S CONTRIBUTION: \$0.00

CONGRESSIONAL DISTRICT: 6

TYPE: NEW ☒ REVISION ☐

1. GRANTEE:

Name: Mayor and City Council of Cumberland

Address: Department of Community Development

57 North Liberty Street

Cumberland, MD 21502

Project Administrator: Ms. Kathy McKenney

Contact Email: 301-759-6431

Contact Phone: kathy.mckenney@cumberlandmd.gov

2. PROJECT BUDGET:

Project Budget			
Expense Item (Description)	Grant Funds	Cash Match	Total Project Cost
Consultant Fee	\$23,846.00	N/A	\$23,846.00
TOTALS	\$23,846.00		\$23,846.00

3. GRANT PURPOSE/SCOPE OF WORK:

The City of Cumberland will contract with a consultant to produce a report evaluating the documented economic benefits of historic preservation projects in Cumberland over the past twenty years. The project will also provide recommendations for the revitalization of existing neighborhoods using sensitive historic preservation designs and incentives.

4. SPECIAL CONDITIONS

Grantee shall coordinate procurement of the Contractor with MHT, including, but not limited to, providing for review and approval (1) a draft Request for Proposals (RFP) to procure the Contractor prior to finalization and publication of the RFP and (2) qualifications of the preferred Contractor candidate prior to final selection.

5. PROJECT TIMETABLE:

Expenses for this project may be incurred from 5/1/2019 to 6/30/2020.

6. No program income will be generated.

7. PROGRESS/FINAL REPORTS:

a. Grantee shall electronically submit reports and materials on or before the following dates:

Schedule Date	Type
9/30/2019	Progress Report
12/31/2019	Progress Report
3/31/2020	Progress Report
7/31/2020	Final Report

b. Progress Reports may include Disbursement Requests for costs incurred.

c. The Final Report will include the following:

- i. Completed Final Report form;
- ii. Completed final Disbursement Request form and supporting documentation; and
- iii. Final Project Deliverables, as described below.

8. PROJECT DELIVERABLES:

a. One hard copy of the consultant report and one PDF copy uploaded to the Blackbaud grants system as part of the final project report.

9. ENVIRONMENTAL CERTIFICATION:

Based upon a review of the Grant Application, proposal narrative, and the supporting documentation contained in the Grant Application, it has been determined that the proposed Project, Economic

Impacts of Historic Preservation in Cumberland meets the criteria for categorical exclusion under 516 DM 6.

Applicable Categorical Exclusion 3.3.1

10. **CERTIFICATION:** As the duly authorized representative, I certify that this subgrant will be administered, and work will be performed under the supervision of a professional meeting appropriate 36 CFR 61 requirements, in accordance with the Historic Preservation Fund Grants Manual June 2007 Release, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf, and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit imposed by Chapter 13, Section B. 34.e. of NPS-49. These costs have been assessed by knowledgeable MHT staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product to be achieved with grant assistance.

Elizabeth Hughes, Director, Maryland Historical Trust/
State Historic Preservation Officer

Date

EXHIBIT B

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

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

HEREBY AGREES THAT IT WILL COMPLY WITH:

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

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

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

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

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

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

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

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

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

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

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

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

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

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, federal financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such federal financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: _____

(Signature)

By: _____

Name: _____

Title: _____

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

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of _____ for the purpose of obtaining, and shall continue for the period of, federal financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such federal financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

(Signature)

GRANTEE: _____

By: _____

Name: _____

Title: _____



EXHIBIT C

STATE REQUIREMENTS

1. NON-HIRING OF EMPLOYEES:

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

2. DELAYS: FORCE MAJEURE:

The Grantee agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions may be granted for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the subcontractors or suppliers.

3. RESPONSIBILITY OF GRANTEE:

A. The Grantee shall perform the services with that standard of care skill, and diligence normally provided by a grantee in the performance of services similar to the services hereunder

B. Notwithstanding any review, approval, acceptance or payment for the services by MHT or NPS, the Grantee shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Grantee under this Agreement.

4. CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATIONS:

Grantees that are corporations shall be in good standing, registered to do business in Maryland, and shall have the legal capacity and all necessary legal authority to incur the obligations involved with the Grant provided under the Program. Each invoice submitted hereunder must indicate a Federal tax identification number or a Social Security Number.

5. COMPLIANCE WITH LAWS:

The Grantee hereby represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

6. BANKRUPTCY:

Upon the filing for any bankruptcy proceeding by or against the Grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Grantee must notify MHT immediately. Upon learning of the actions herein identified, MHT reserves the right at its sole discretion either to cancel the Agreement or to affirm the Agreement and hold the Grantee responsible for damages. The exercise of this right is in addition to any other rights MHT may have as provided in this Agreement or by law.

7. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

- A. The Grantee shall indemnify and hold harmless the State and MHT, their officers, agents and employees, from all liability which may be incurred by reason of distribution or circulation, data, documents, or materials pertaining in any way to this Agreement by the Grantee, its agents or employees.
- B. Subject to paragraph (C) below, the Grantee releases the State and MHT from, agrees that they shall not have any liability for, and agrees to protect, indemnify, and save harmless them from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against, them, as a result of or in connection with the Grantee's performance of the services under this Agreement. All money expended by the SHPO, the State and MHT as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, shall constitute an indebtedness of the Grantee.
- C. Any indemnification provided under this Agreement may be enforced only if permitted by law and only to the extent the Mayor and City Council of Cumberland appropriates funds for such indemnification, and is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), (together the "Local Government Indemnification Statutes"), all as amended from time to time.

8. FINANCIAL DISCLOSURE:

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

9. POLITICAL CONTRIBUTION DISCLOSURE:

The Grantee shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State, during a calendar year under which the person receives in the aggregate of \$10,000 or more of State funding, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

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

ORDER NO. 26,527

DATE: September 17, 2019

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

THAT, the Mayor be and is hereby authorized to accept a Certified Local Government Sub-grant from the Maryland Historical Trust in the amount of Twenty-three Thousand, Eight Hundred Forty-six Dollars and No Cents (\$23,846.00) for the purpose of evaluating the economic impacts of Historic Preservation in Cumberland.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order No. 26,528 authorizing the City Engineer to execute a letter of interest to the U.S. Army Corps of Engineers (USACE) to allow a Decision Document to be generated for the Canal Rewatering Project (28-19-FPM), which will in turn allow federal funds to be allocated for this project.

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

ORDER NO. 26,528

DATE: September 17, 2019

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

THAT, the City Engineer be and is hereby authorized to execute a letter of interest to the U.S. Army Corps of Engineers (USACE) to allow a Decision Document to be generated for the Canal Rewatering Project (28-19-FPM), which will in turn allow federal funds to be allocated for this project.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 17, 2019

Agenda Item Number: Order 26,528

Key Staff Contact: Bobby Smith, City Engineer

Item Title:

Order 26,528 authorizing the City Engineer to execute a letter of interest to the U.S. Army Corps of Engineers (USACE) to allow a Decision Document to be generated for the Canal Rewatering Project (28-19-FPM), which will in turn allow federal funds to be allocated for this project.

Summary:

The City Engineer is requesting an order to allow for his execution of a letter of interest to the United States Army Corps of Engineers (USACE) to allow a Decision Document to be generated for the Canal Rewatering project (City Project 28-19-FPM). A USACE Decision Document is a federally required feasibility study that is required to permit federal funds to be allocated for a USACE project. Previous feasibility studies cannot be used due to them being out of date. Based on estimates from USACE, the decision document will cost approximately \$600,000 of which the City is responsible for approximately \$210,000 (35%) of which work-in-kind can be contributed. The work-in-kind for this project will come from the NEPA study being performed for the 78" Parallel Pipeline from Mill Race to CSO Storage Project (City Project 19-16-S). A future order will be submitted once final cost estimates are generated.

Issues and Considerations:

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

Item Attachment Documents:

Order No. 26,529 - authorizing payment to Allegany County for invoices pertaining to the Replacement of Bridge No. A-C-09 on Cumberland Street over CSXT Railway Project, as Allegany County will be paying the MD Department of Transportation directly and seeking reimbursement from the City for its cost share portion estimated at \$98,970, which is 20% of the total estimated project cost of \$494,854

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

ORDER NO. 26,529

DATE: September 17, 2019

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

THAT, the City Comptroller by and is hereby authorized to make payment to Allegany County Government for invoices pertaining to the Replacement of Bridge No. A-C-09 on Cumberland Street over CSXT Railway Project, as Allegany County will be paying the MD Department of Transportation directly and seeking reimbursement from the City for its cost share portion estimated at \$98,970.99, which is 20% of the total estimated project cost of \$494,854.94.

Raymond M. Morriss, Mayor

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION™
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work: For MDOT SHA to provide engineering services for the Replacement of Bridge No.

A-C-09 on Cumberland Street over CSXT Railway in Cumberland, Allegany County

1. I, Daniel DeWitt, P.E., County Engineer, September 13, 2019
Name Title Date
Being authorized to act on behalf of Allegany County Department of Public Works
Name of County, Municipality or Other Party
Billing address: 701 Kelly Road, Suite 300
Cumberland, MD 21502

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a. ☐ Manage the entire project.
- b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: _____
- or
- Date of Master Agreement: January 3, 1978
- and
- Date of Supplemental Letter: October 15, 2018
4. The total estimated costs of this project; \$ 494,854.94, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
- or
- b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Daniel Denton 9/13/19
Authorized Representative of Date
Requesting Organization

COUNTY ENGINEER

District Engineer or Senior Manager Date

PROJECT COST DERIVATION WORKSHEET

PROJECT NUMBER: AL504
PROJECT DESCRIPTION: Cumberland Street/CSXT
LOCAL GOVERNMENT BR/BH PROJECT: TRUE
DATE: 09/09/2019

PRELIMINARY ENGINEERING

MDOT SHA STAFF REVIEW COSTS:	\$15,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (74.02%):	\$11,103.00
CONSULTANT DESIGN COSTS:	\$468,751.94
ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.87%):	\$0.00
(0% for Local Government BR/BH Projects)	<u> </u>
TOTAL PROJECT COST:	\$494,854.94
20% Local Government Share:	<u>\$98,970.99</u>
80% FEDERAL BR/BH AID SHARE:	\$395,883.95

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

Item Attachment Documents:

Order No. 26,530 - declaring City-owned property at 307-309 Arch Street to be surplus and stating the City's intent to donate the property to the Cumberland Housing Alliance, Inc.

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

ORDER NO. 26,530

DATE: September 17, 2019

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property, together with the improvements thereon, which are known as 307-309 Arch Street in Cumberland, MD (hereinafter referred to as the "Properties"), the Properties being more particularly described in the Land Records of Allegany County, Maryland, Book 2426, Page 96; and

WHEREAS, the Properties have been determined to be surplus properties by the Mayor and City Council of Cumberland;

IT IS, THEREFORE, ORDERED, by the Mayor and City Council of Cumberland, that:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and
2. The Mayor and City Council of Cumberland intend to donate the Properties to the Cumberland Housing Alliance, Inc.; and
3. The after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Properties, formal transfer of the Properties to the Cumberland Housing Alliance, Inc. may proceed.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order No. 26,531 - adopting the 2019 Destination by Design Civic Master Plan for the City of Cumberland

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

ORDER NO. 26,531

DATE: September 17, 2019

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

THAT, the 2019 Destination by Design Civic Master Plan for the City of Cumberland
be and is hereby adopted.

Raymond M. Morriss, Mayor