



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

M&CC Regular Meeting
57 N. Liberty St.

DATE: February 20, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for January 2024

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for January 2024

(C) Police

- [1.](#) Police Department Monthly Report for January 2024

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Flood/Water/Sewer Monthly Report for January 2024

Approval of Minutes

- [1.](#) Approval of the Closed, Work, and Regular Session minutes of February 6, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Ordinances

- [1.](#) Ordinance 3972 (*1st reading*) - to repeal Article XIV of Chapter 25 of the City Code and to reenact it with amendments for the purpose of abrogating regulations which are not content neutral and to otherwise amend its terms
- [2.](#) Ordinance 3973 (*1st reading*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,350,000 of general obligation bonds of the Mayor and City Council of Cumberland

(B) Orders (Consent Agenda)

- [1.](#) Order 27,402 - authorizing the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland
- [2.](#) Order 27,403 - authorizing amendments to two 2022 annual action plan projects and two 2023 annual action plan projects for the Community Development Block Grant Program
- [3.](#) Order 27,404- authorizing the abatement of City Real Estate taxes and interest for 526 Broadway Circle (\$1933.20), 463 Goethe Street (\$3077.57) and 1034 Frederick Street (\$1,302.97)
- [4.](#) Order 27,405 - authorizing the purchase of two (2) new International HV507 SFA 4WD trucks from Ascendance Truck Centers at a cost of \$126,090 for each truck, for a total amount not to exceed \$252,180
- [5.](#) Order 27,406 - authorizing the purchase of two (2) new International HV507 SFA 4WD truck dump body, plow, and spreader upfits from Somerset Welding & Steel, Inc. at a cost of \$69,875 each, for a total amount not to exceed \$139,750
- [6.](#) Order 27,407 - authorizing the purchase of four (4) new 2024 Ford F150 pickup trucks from Coccia Ford at a cost of \$45,195 each, for a total amount to exceed \$180,780
- [7.](#) Order 27,408 - authorizing the Chief of Police to accept a FY24 Project Safe Neighborhoods Grant in the amount of \$116,330, which will be used to address violence in our communities through community bike patrols, community meetings and technology
- [8.](#) Order 27,409 - authorizing the award to Ameri-Seal, LLC to provide mill, patch and paving work on Nemacolin Avenue in the not to exceed amount of \$34,910.73
- [9.](#) Order 27,410 - amending Order No. 27,297 originally approved on August 15, 2023, due to the purchase of an additional module at the request of the Water Department to handle service line inventory with an increased cost not to exceed \$250.00 from Link Computer Corporation bringing the new contract total to \$45,079.12

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for January 2024

Administrative Services Monthly Report for January, 2024

February 20, 2024

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 January, 2024.

Information Technology Department

January 2024

Johnna Byers, Director

Statistics

233 new help desk requests
206 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with police mobile data terminal issues
- Continue to assist police with body cam project including fulfilling requests from State Attorney's Office
- Assist with Time and Attendance HR Project
- Work on issue with Centre City Parking Garage video system

Parks and Recreation

January 2024

Ryan Mackey, Director

Field Usage: No usage, areas closed for the season. New season to begin in March.

Areas of work

- July 4th Fireworks proposals were due to P&R on Sunday January 31, 2024
- Seasonal employment applications available – Lifeguards, Cashier, Day camp, Park Watchman.
- Planning for pool and day camp season 2024
- Pavilion rental applications will start Feb 1.
- Budget FY 2025 preparation
- Distribution of Ground Hog Color pages to City Schools
- Planning for Arbor Day with Afterschool program started
- Planning for Easter has started

Meetings

- January Recreation Advisory Board meeting 1/8/24 – It was moved back a week due to holiday
- Annual CDBG Block Grant
- Ground Hog Day program planning meeting
- Citizen Serve updates

Upcoming

- Recreation Advisory Board Meeting in February cancelled. Moved to March
- Continue to take summer seasonal employment applications for lifeguards, and day camp counselors
- July 4th Fireworks – Receive and complete contract for 2024 program
- Work related to Field scheduling for the Spring and Summer Season
- Planning for Sunday in the Park Concert Series.

Community Development Report

January 2024

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Noted Activity:

- Safety Hazard Demolitions of 310 & 312 Jefferson St. were completed.
- 3 Home Rehab Grants signed – 438 Goethe St., 12 Boone St., and 257 Columbia St.

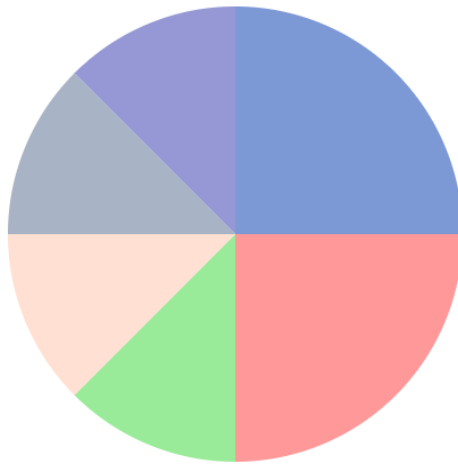
Code Enforcement Activity:

30 new cases received – 20 of those are still open

8 violations were found

10 cases have been resolved

Open Date From: 01/01/2024
Open Date To: 01/31/2024



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	2	25.0%
	Standards for good repair and safe condition	2	25.0%
	Dogs running at large	1	12.5%
	Good repair and safe condition	1	12.5%
	Order to vacate	1	12.5%
	Prohibited Noises	1	12.5%

Permits/Reviews & Rental Licenses:

23 Total Permits/Reviews were issued

41 Rental Inspections were completed

Building

Residential..... 0

Commercial..... 0

Miscellaneous

Residential4

Commercial1

Occupancy

Residential3

Commercial2

Signage

Commercial 1

Electrical

Residential..... 3

Commercial..... 2

Plumbing

Residential0

Commercial0

Utility

Residential0

Commercial0

Demolition

Residential2

Commercial 1

Public ROW

..... 4

Rental Licenses

Residential72

Rental Inspections

Passed40

Failed1

Plans, Reviews, Amendments and Appeals
(ZA, RPR, SR, ZMA, ZTA, SRA)

Certificates of Appropriateness
Issued.....0

(Type) Issued0

Request for Change/Amendment

Issued.....0

Revenue from 'Issued' Permits/Reviews:

Building Permits..... \$0.00

Miscellaneous Permits..... 78.00

Occupancy Permits 109.00

Sign Permits 97.38

Utility Permits..... 0.00

Plan reviews, Amendments & appeals 0.00

Zoning Classification Détermination (info request)..... 0.00

Municipal Infractions (citations) 0.00

Certificates of appropriateness..... 0.00

Rental Licenses (new & renewals 7,655.62

Paid Rental Inspection Requests 0.00

TOTAL \$7,940.00

Demolition Bonds Collected..... \$0.00

Community Development Programs

January 2024

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	2024 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$1,710.00	\$400,990.00
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$814.59	\$3,939.16
2020 Grant Totals		\$407,453.75	\$2,524.59	\$404,929.16
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98		\$2,068.98
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48		\$56,642.48
2021 Grant Totals		\$58,711.46	\$0.00	\$58,711.46
Balt Street Redesign	2022	\$188,384.50	\$0.00	\$188,384.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,337.93	\$662.07
Admin	2022	\$101,000.00	\$98,452.85	\$2,547.15
Ind Cost	2022	\$16,000.00	\$11,184.60	\$4,815.40
FH	2022	\$13,000.00	\$11,115.66	\$1,884.34
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$22,479.00	\$8,341.00
2022 Grant Totals	2022	\$359,204.50	\$152,570.04	\$206,634.46
JFV Pavillion Basktbl Ct Install	2023	\$44,000.00		\$44,000.00
AYEPS Youth Center Facil Rehab	2023	\$20,000.00		\$20,000.00
Admin	2023	\$117,000.00	\$47.76	\$116,952.24
Ind Cost	2023	\$12,000.00		\$12,000.00
FH	2023	\$11,000.00		\$11,000.00
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00		\$124,935.00
FAI ALU Roof	2023	\$18,026.00		\$18,026.00
FAI Water Tank Imps	2023	\$60,000.00		\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00		\$18,000.00
Assoc Char Short Term	2023	\$11,435.00		\$11,435.00
PHA JFV Sidewalk Imps	2023	\$27,126.00		\$27,126.00
FCRC Domestic Violence IPV classes	2023	\$20,500.00	\$1,261.33	\$19,238.67
Targ City Foot/Bike Patrols	2023	\$4,960.00	\$1,368.79	\$3,591.21
YMCA Food Trans Shelter	2023	\$8,000.00		\$8,000.00
Constitution Park Trails	2023	\$303,000.00		\$303,000.00
2023 Grant Totals		\$799,982.00		\$797,304.12
			Total All Yrs	\$1,467,579.20
January CDBG 2024 Report				

CDBG-CV- 84% Expended

CARES ACT CDBG Monthly Report	Amount Funded	Expended	Funds Remain
CV Broadband & Technology Accessibility	\$109,155.60	\$109,155.60	\$0.00
CV Family Crisis Resource Center COVID hotline/Hepa	\$84,544.00	\$74,057.99	\$10,486.01
CV3 AYES Youth Center Rehabilitation SEE FUNDS ADDED	\$190,050.73	\$184,709.23	\$5,341.50
CV Constitution Park Improvements/Trails	\$14,153.74	\$0.00	\$14,153.74
CV Constitution Park Improvements/Playground	\$63,300.40	\$0.00	\$63,300.40
TOTAL CDBG CV BALANCE		\$367,922.82	\$93,281.65

Historic Planning/Preservation

January 2024

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquiries, I did the following:

Historic Preservation Commission Meeting (HPC)

- Due to lack of COA Applications January 10th HPC Meeting was cancelled.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners regarding projects requiring COA permits.

Meetings & Events

- Attended DDC Meeting
- Attended State of Maryland MHAA Grant Info Session
- Attended CDBG Needs Assessment Mtg.
- Attended various city and dept. meetings
- Attended Town Hall Mtg. for Baltimore Street Redevelopment
- Attended PACE in Annapolis

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Executed Grant Reports
- Conducted Section 106 Reviews (as needed) for various projects.
- Worked on potential grant projects for 2025
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Comptroller's Office
Financial Activity Report
January 2024
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of January 2024.

On January 1, 2024, the City had a cash balance of \$10.2 million (\$8.7 million invested in a value money market program and \$1.5 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$1.5 million resulting in a cash balance of \$8.7 million at January 31, 2024 (\$8.2 million invested in a value money market program and \$500 thousand participating in a sweep program at First United Bank).

As of January 31st, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 2,719,636
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2024	\$ 2,187,826	\$ 101,757	\$ -	603,156	\$ -	\$ 1,686,427
FY 2023	596,415	-	(90)	11,974	-	584,351
FY 2022	247,943	-	(90)	8,309	-	239,544
FY 2021	41,033	-	(95)	-	-	40,938
FY 2020	55,288	-	(96)	-	-	55,192
FY 2019	24,420	-	(95)	-	-	24,325
FY 2018	34,600	-	(95)	-	-	34,505
FY 2017	13,959	-	-	-	-	13,959
FY 2016	11,236	-	-	-	-	11,236
FY 2015	10,844	-	-	-	-	10,844
FY 2014	7,132	-	-	-	-	7,132
FY 2013	2,980	-	-	-	-	2,980
FY 2012	2,538	-	-	-	-	2,538
Prior FY's	5,665	-	-	-	-	5,665
	<u>\$ 2,149,431</u>	<u>\$ 101,757</u>	<u>\$ (561)</u>	<u>\$ 623,439</u>	<u>\$ -</u>	<u>\$ 2,719,636</u>

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

Real property (non-owner occupied)	\$926,588
Personal Property	317,931
Real Property (semiannual payments)	441,908
Real Property (Half Year)	-
	<u>\$1,686,427</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act

(ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary		
January 31, 2024		
	Cash	Investments
Beginning Balance	\$ 10,179,013	\$ 29,866,403
Add:		
Cash Receipts	5,185,456	143,627
Investment Transfer	-	-
Less:		
Disbursements	6,657,106	-
Investment Transfer	-	5,458
Ending Balance	\$ 8,707,363	\$ 30,004,572
Restricted	\$ 1,936,090	\$ 7,253,720

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

Restricted Cash					
	1/1/2024	Increase	Utilization	1/31/2024	
Police Seizures	\$ 75,408	\$ -	\$ -	\$	75,408
Bowers Trust	56,011	3,913	-		59,924
National Opioid Settlement	44,740	-	-		44,740
GOB 21	296,339	5,366	51,707		249,998
Capital Projects	1,387,863	7,755	-		1,395,618
Demolition & Fiscal Agent Bonds	107,394	3,008	-		110,402
	\$ 1,967,755	\$ 20,042	\$ 51,707	\$	1,936,090

Restricted Investments					
	1/1/2024	Increase	Utilization	1/31/2024	
DDC	\$ 4,586	\$ 21	\$ 1,750	\$	2,857
GOB 21	3,708	-	3,708	\$	-
ARPA	7,216,723	34,140	-	\$	7,250,863
	\$ 7,225,017	\$ 34,161	\$ 5,458	\$	7,253,720

Increases to GOB21, ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

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

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

National Opioid Settlement is for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds					
	1/1/2024	Increase	Utilization	1/31/2024	
CDA 2019	\$ 2,300	\$ -	\$ -	\$ 2,300	
CDA 2021	3,260,565	-	215,475	3,045,090	
CDA 2023	2,030,319	-	1,107	2,029,213	
GOB 21	300,046	-	50,049	249,998	
	\$ 5,593,231	\$ -	\$ 266,631	\$ 5,326,600	

CSO Projects					
	1/1/2024	Increase	Utilization	1/31/2024	
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851	
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560	
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900	
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000	
78" Pipeline Debt	19,941,232	-	-	19,941,232	
78" Pipeline Grant	46,338,060	-	-	46,338,060	
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603	

CDA 2021 utilization of \$215K includes \$8K toward the McMullen Street bridge design, \$3K toward Baltimore Street redevelopment, \$125K toward cross connections, and \$79K toward hydrant and valve replacements. CDA 2023 utilization of \$1K includes \$1K toward an ongoing firewall upgrade. GOB21 utilization of \$50K includes \$52K toward the Baltimore Street bridge; reduced by \$2K interest earned.

Remaining CDA 2019 funds are for the Wastewater Treatment Plant influent screen (\$2K). Remaining CDA 2021 funds are primarily allocated to the Baltimore Street redevelopment (\$1.3M), fuel pump station replacement (\$478K), elevator modifications (\$169K), cross connections/hydrants valves (\$80K), 5-ton dump truck (\$160K), and Decatur Street light improvements (\$140K). Remaining GOB21 funds are primarily allocated to the Baltimore Street bridge replacement (\$133K), police covert vehicle (\$30K) and the Cole Street Valve equipment (\$50K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$500K), influent screen construction (\$141K), concrete repairs for flood control (\$65K), upgrade to the anaerobic digester (\$75K) and wastewater plant roof replacements (\$133K).

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement or acquisition and anticipated to begin construction during FY25 or FY26. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

COVID-19:

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

As of January 31, 2024, the City utilized \$13.1 million of the \$19.6 million ARPA award and is on track to obligate all funds by December 31, 2024 and fully expend all funds by December 31, 2026. Remaining projects include park improvements, assistance to small businesses, prisoner processing improvements, residential property improvements and demolition, South End and Industrial Boulevard water main replacements, 4" to 6" water line replacements and City Hall HVAC replacement.

Available Funding (*as of January 31, 2024*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$ 10,000,000	\$ -
Respond to the health emergency						
Community Programs						
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350	\$ -
Pool Area		\$ 71,250	\$ 73,228	\$ 73,228	\$ 71,250	\$ -
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
Duck Pond Remediation		\$ 16,844	\$ 12,426	\$ 12,426	\$ 16,844	\$ -
City of Cumberland Park Signage		\$ -	\$ 69,676	\$ 69,676	\$ -	\$ -
Promoting the Community		\$ 32,386			\$ 32,386	\$ -
Janes Place for Abused Children		\$ 40,777			\$ 40,777	\$ -
DDC Assistance to Small Businesses		\$ 183,500			\$ 101,323	\$ 82,177
Community Development Property Improvement		\$ 264,960			\$ 181,193	\$ 83,767
Affordable Housing Assistance		\$ 390,516			\$ 172,589	\$ 217,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$ 325,000	\$ -	\$ -	\$ 325,000
Constitution Park General Infrastructure		\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000
Constitution Park Trail		\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 62,099			\$ 62,099	\$ -
HVAC Improvement at City Hall		\$ 1,415,278	\$ 104,754		\$ 4,950	\$ 1,515,082
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 224,704	\$ 4,669,524
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224			\$ 105,037	\$ 74,187
Total:	\$19,595,850	\$19,595,850	\$736,907.4	\$157,153	\$ 13,057,940	\$ 7,117,664

Respectfully submitted,

Jeffrey F. Silka
City Administrator

sln

File Attachments for Item:

. Maintenance Division Monthly Report for January 2024

MAINTENANCE DIVISION REPORT

JANUARY 2024

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JANUARY 2024**

- Potholes and Citizen Reports
 - 25 Service Requests Completed
 - 47 Streets and 15 Alleys Repaired
- Tree Removal and Pruning
 - 14 hazard trees were removed.
 - 27 trees were trimmed.
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 49 tree complaints and tree issues.
 - Other Work
 - No Shade Tree Meeting
 - Began tree work at the Mayor's Monument
 - Started removing dead wood throughout the park
 - Also, removing uprooted trees from recent storms
 - Pesticide training scheduled for 2/6/24 & 2/22/24
- Street Cleaning Operations
 - 22 Loads Collected
 - 10 Tons of Debris to Landfill
 - 218 Miles of Streets Swept
- Sign Work
 - 12 Traffic Control Sign Repaired / Installed
 - 10 Street Name Signs Repaired / Installed
 - 5 Handicap Signs Removed / Installed
- Miscellaneous
 - Baltimore Street Underpass Cleaned 4x
 - Snow Removal and Ice Control Operations occurred for 15 days of the month

**FLEET MAINTENANCE
MONTHLY REPORT
JANUARY 2024**

DEPARTMENT	REPAIRS
Central Services	1
Community Development	1
DDC	0
Engineering	3
Fire	4
Fleet Maintenance	1
Flood	5
MPA	4
P & R Maintenance	2
Police	23
Public Works	0
Sewer	9
Snow Removal	28
Street Maintenance	25
Water Distribution	31
WFP	1
WWTP	1
In House Fleet Maintenance Projects	6
Scheduled Preventative Maintenance	18
Field Service Calls	8
Total Fleet Maintenance Projects	171
Total Repair Orders Submitted	36
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES
MONTHLY REPORT
JANUARY 2024**

- **City Hall**: Re-adjusted the outside doors on the Liberty Street side and had Cumberland Glass Service replace the hinges that were bad. Snow removal the 6th, 7th, 9th, 10th and the 19th. Removed all of the Christmas decoration. Worked on the fan coil unit in the IT department. Continuing to replace the carpet In the first floor Finance Department area.
- **Municipal Service Center**: Had the oil and all filters replaced on the back-up generator. Replaced the toilet in the Street Department Superintendent office bathroom. Replaced rollers on the garage door on the west side of the building and the big door in the back.
- **Public Safety Building**: Snow removal the 6th, 7th, 9th, 10th and the 19th. Worked on door #3 at the fire department. Replaced bad LED lamps in the building. Worked on the hot water baseboard system on the second floor police side had air in the lines. Had the oil and all filters replaced on the back-up generator. Repaired lights in the men's locker room second floor police side.
- **Fire Stations #2**: Maintenance on the garage door. Checked the boiler and oiled the circulating pumps.
- **Downtown Area & Mall**: Removed the Christmas tree and stand from the train station and cleaned up and removed the anchor bolts that held the tree in place. Helped set up for Ground Hog Day event. Checked on the George Washington Headquarters that it was locked up. Looked at the wireless connection from City Hall to Public Safety Building to the CCPG parking garage that connects the CCTV system to City Hall that was not working for the IT Department.
- **Traffic and Street Lights**: Reported 18 street lights for the power company to repair. Reset traffic lights at Maryland Ave. and Williams St. due to power outages. Had to remove and take to the shop to reset the traffic controller for the Dingle intersection. Had a street light blow over from the high winds on Queen City Dr. Got a count of all the City owned street lights (136).
- Load tested generators. January 25, 2024
- Monthly Safety Meeting – January 11, 2024
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

. Police Department Monthly Report for January 2024



City of Cumberland Department of Police

Monthly Report

January 2024



City of Cumberland Department of Police

Monthly Report

January 2024

Part 1 Crimes for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Aggravated Assaults	3	4	B & E (All)	13	12	Murder	0	0	Rape	2	0
Robbery	3	2	Theft - Felony	1	1	Theft - Vehicle	0	5			

Selected Criminal Complaints for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Theft - Misdemeanor	21	15	Theft - Petty	30	21	Domestic Assaults	15	15	CDS	31	34
Disturbances	130	126	DOP/Vandalism	18	26	Indecent Exposure	3	1	Sex Off - Other	0	2
Suicide	0	0	Suicide - Attmp.	0	1	Tampering M/V	0	0	Abuse - Child	2	3
Trespassing	20	45	Assault on Police	1	5	Assault Other	26	24			

Selected Miscellenous Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alcohol Volations	1	1	Juvenile Compl.	14	11	Missing Persons	3	7	School Resource	174	175
School Threat	0	0	Sex Off. Regist.	4	0	Truancy	0	0	Death Investigation	7	12

Selected Traffic Incidents for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
DWI	12	9	Hit & Run	15	23	M/V Crash	55	55	Traffic Stop	340	464

Selected Service Calls for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Alarms	36	65	Assist Motorist	47	31	Check Well-Being	100	99	Foot Patrol	272	106
Assist Other Agency	127	60	Bike Patrol	0	0	Special Events	6	6	Suspicious Activity	68	61

Current Incident Status for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
Open	11	67	Arrest	260	280	Closed	2221	1960	Suspended	56	36



City of Cumberland Department of Police

Monthly Report

January 2024

Arrests Totals for the Month

	2023	2024		2023	2024		2023	2024		2023	2024
M/V Citations	50	81	M/V SERO	3	1	M/V Warnings	293	384	Arrest on View Adult	42	47
Arrest On Crim. Cit.	19	25	Arrest Summons	32	39	Arrest Warrant Adult	60	98	Adult Crim.	152	211
Arrest Summon (Chrg)	30	34	Arrest Warrant (Chrg)	28	48	Juvenile Crim.	13	1	Arrest on View Juv	11	1
Arrest Warrant JUV	0	0	Emer. Petition	46	23	Fingerprinting	1	2	RunAway & Miss Per.	4	8
Civil Citation	1	2									

Total Incidents Reported :

2023	2024
2,548	2,343

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

January 2024

SWORN PERSONNEL: 50 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	4 officers
School Resource	2 officers
Academy	7 recruits
Medical/Modified Duty	0 officers

CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 477.5
COMP TIME USED: 163.25
SICK TIME USED: 290

YEAR TO DATE (beginning 07/01/23): 5,453.625
YEAR TO DATE (beginning 07/01/23): 1,196.625
YEAR TO DATE (beginning 07/01/23): 1,123

OVERTIME REPORT

OVERTIME WORKED: 86.75
HOSPITAL SECURITY: 148
COURT TIME WORKED: 212

YEAR TO DATE (beginning 07/01/23): 1,147.5
YEAR TO DATE (beginning 07/01/23): 858
YEAR TO DATE (beginning 07/01/23): 2,864

File Attachments for Item:

. Utilities Division Flood/Water/Sewer Monthly Report for January 2024

Utilities Division Activity Report for January 24 WATER

REQUEST	W/E 1/5/24	W/E 1/12/24	W/E 1/19/24	W/E 1/31/24	MONTHLY TOTALS
Service Technicians					
NON READS	17	47	46	50	160
FINAL READS & DEMOS	2	3		7	12
LEAK INVESTIGATIONS/turn off-on	3	8	4	16	31
METER/STOP INVESTIGATIONS	10	10	9	15	44
REPAIR WIRING/GET READING			1		1
ORANGE TAG FOR REPAIRS		7	8		15
RED/PINK TAG FOR SHUT OFF					0
RECONNECTS/TURN ONS	5	46	7	47	105
NONPMT/BAD CK/AGREEMENT SHUT OFFS		56		40	96
SUSPENDED ACCTS - RECCKECS		1			1
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS		3			3
NEW METER - Residential	8	4	1	1	14
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER		1	1		2
MOVE METERS OUTSIDE	7	6		1	14
SP Change Outs/Repairs/Reactivates/Move	15	12	1	1	29
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	7	6		1	14
HYDRANT/IRRIGATION METER					0
Total					541
Pipe Technicians					
LINE LOCATOR	146	377	190	131	844
TAPS SERVICED	7	8		5	20
LEAKS REPAIRED	1	2	4	4	11
OPENED PARK POOL VALVE	4				4
LIBERTY - CHECKED IF OLD VALVE WAS DEAD	4				4
HAULED SPOILS	4				4
CTR ST -SHUT DOWN FOR TRITON TO TIE IN 6"		4			4
623 LEIPER - REPLACED OLD BOX		4			4
REPLACED HYD - 313 CECILIA		3			3
REPAIRED HYD - DEXTER PL			3		3
GOT WELDER READY FOR FREEZE-UPS			2		2
LINE LOCATE FOR TRITON/DOWNTOWN			4		4
PATTERSON AVE - HYD FROZEN/OUT OF SVC			4		4
606 LOUISIANA AVE - FROZE			2		2
W. MIDDLE - PUT OUT FLAG FOR LOCATE			4		4
OLDTOWN RD - LEAK INVESTIGATION			3		3
BEALL ST - MET EZ OUT FOR DEMO			4		4
W. MIDDLE - LOWERED SETTER/RESET BOX			4		4
DEXTER PL - REPAIRED HYD			3		3
CLEANED DIRT FROM VALVE BOXES				3	3
DOWNTOWN - SET BOXES FOR TRITON				4	4
LEAK INVESTIGATION - RACE @ GRAND				3	3
COLD MIXED HOLES				4	4
525 FRANKS LN - LOCATED LINE				4	4
NEW HYDRANT & VALVE - PATTERSON AVE				3	3
CENTRE ST - LOWERED 8" MAIN FOR TRITON				4	4
CENTRE ST - MADE 3/4" TAP				4	4
KELLY RD - 6" TAP				4	4
KELLY RD - LEAK INVESTIGATION				4	4
					0
					0

Watershed					
Dam/Emergency Access Rd - burned brush & trimmed trees					
Hauled shale from Pea Vine Run Rd to park fill site (several days)					
Removed leaf box from street dept dump					
Hauled post auger from warehouse to dam					
Refueled generator at CPD					
Refueled generator on Piedmont Ave					
Burned brush pile at dam					
Cleaned #305					
Cleaned spreader box					
Assisted with snow removal (several days)					
Removed downed trees on Lake Gordon Rd (several days)					
Cut tree from 36" main on access rd (Ware property)					
Removed downed tree from Growden Rd					
Removed downed trees from Shady Grove					
Removed downed tree @ Gate 16-2					
Removed salt from 307					
Pushed salt in salt dome					
Assisted with leak - Somerville Ave					
Removed downed trees from emergency access road					
Assisted with line locates					
Sharpened saws & greased #317					
Trimmed & burned brush - Lake Gordon Rd/Evitts Creek Dr					
Removed downed trees @ gates 11-1 & 9-1					
Removed downed trees from Bedford Rd 36" main line					
Took #321 to body shop in Somerset					
Removed downed trees from fire road 18-3					
Removed downed trees from fire road gate 16-3					
Line locates Hazen Road & Mason Rd					
Cut trees on Narrow Ln					
Removed downed trees from Mason Rd Allegany property 36" main access rd					
Rewmoved trees from barn to Lake Gordon Rd					
Leak investigation Eastgate Ct					
GRAND TOTAL					1509

Sanitary Sewer Department Monthly Report



January 2024

Calls Answered:	14
Service Lines Opened:	7
Owner's Trouble:	5
Traced Lines/ mains	100
Flushed Mains	408'
Mains Repaired/ Replaced	7
Sewer Taps Installed	0
Cleaned Catch Basins	32
Cleanouts Installed	0
Televised Sewer Mains	2400'
Televised Sewer Lines	13 service Lines
Call Outs/ Overtime	11 call out. 81.0 Hrs
Weekly Check of Overflows, pits, etc....	8

Jeffrie Harden

Supervisor

Water Usage:

608	3,500	Gals.
605	1,400	Gals.

S. Cedar St. Water Dept. Struck sewer main Repairs completed

29 N Liberty St Sewer dept, repaired sewer lateral line

338 Mountain View Dr. Water Dept. Struck sewer main Repairs completed

49 Somerville Ave Water Dept. Struck sewer main Repairs completed

1822 Bedford St. Loose cover on Utility Hole

904 Locate and Unearth Utility Hole

121 Tighlman St Repairs made to Utility hole ring and cover

Kelly Road Vac-con use for water Department

W. 2nd St. Replace and re-build catch basin

Kelly Road Sewer Main Repair

1429 Magnolia Ct. (Housecall) Sewer back up Homeowner required plumber

Vactor Truck callouts: 10

Hydro 7 Sites Sewer Dept.

Hydro 4 Sites Water Dept.

CCTV Camera Truck Callouts:

765 Fayette Clogged Trap located in Street

49 N Center St. CCTV for engineering

209 Bond St rock located in sewer main

208 Columbia Found Trap that needed to removed

112 Weber St. Found blockage (Flush truck Brought in)

828 Bishop Walsh Unable to locate lateral

55 Blackiston No issues in sewer main

828 Shriver found blockage in side walk next to curb

530 Haddon Ave. Back up in Garage Resident required plumber

221 Race St Sewer Main was clear no obstructions

File Attachments for Item:

1. Approval of the Closed, Work, and Regular Session minutes of February 6, 2024

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, February 6, 2024; 4:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1 and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the assignment, reassignment and performance of particular employees, the changes to the Code and Charter that could be necessary to effect the assignment and reassignment of those employees, and to obtain the advice of the City Solicitor regarding those and related matters.

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 Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael S. Cohen, City Solicitor



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, February 6, 2024, 5:30 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members: Rock Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Mark Gandolfi, City Comptroller; Chuck Ternent, Chief of Police

Media: Teresa McMinn, Cumberland Times-News
Kathy Cornwell, WCBC Radio

I. RE-ALLOCATION OF BALTIMORE ST. ACCESS PROJECT DEBT FROM GF TO WATER & SEWER FUNDS

Mr. Gandolfi began the discussion saying that what he's sharing does not require M&CC action. He provided background on the General Fund, Sewer Fund, and Water Fund in 2021. He said everything coded to the GF and they have used \$1.1M of that debt. He explained that rather than borrow, it makes sense to reallocate that money, and said they will wipe out the remaining debt that the WF (\$590K) and SF (\$516K) would have needed. He said the great part is that about $\frac{3}{4}$ of it is now at 30-year, at 1.8%; remainder is 20-year, at 2.2%, which he stated cleans up the books.

II. SPECIAL EVENT PERMITS DISCUSSION

Mr. Silka opened the discussion with background on the current parades and events application process, which was revamped in 2020, with permits being issued for events with more than 50 people.

Mr. Silka explained that for events that meet the thresholds, there is a \$150 permitting fee that cannot be waived, and it includes 8 hours of OT from the Fire, Police, and Street department; also, insurance has to be provided for the event. He explained that OT over the 24 hours is paid separately, but said Heritage Days and the Halloween Parade are exempt. He stated that last year

an Events Planning Committee was created with all departments sitting at the table. He said sporting events will be included this year, that must go through the process.

Mr. Silka advised that they feel that there's a gap in their permitting for small events that require not OT or City support. He said their recommendation is to add into the definition of a "special event," if it provides music, amplified speakers or sound, live or recorded, it kicks the event into the \$150 permit fee.

In addition, Mr. Silka stated that they are coming up with a lower fee for small events for City-based non-profits, religious, or community groups, to host low-impact events on City property, for \$25. He provided a handout with details. He explained that these events can offer nothing for sale, no amplified music, no OT, and can *only* be on City property. He mentioned, however, that OT can be waived by the City Administrator.

Mayor Morriss stated that this makes it more manageable, and said he has no issues. Mr. Silka clarified that no OT doesn't necessarily mean no police presence – there can be if it's during a normal shift, or if they are needed to block intersections.

There was discussion about the Halloween parade costing more than Heritage Days. Chief Ternent explained that the parade uses a lot of OT to close down intersections.

Mr. Silka advised that they will craft the ordinance to amend the City Code.

III. AGENDA REVIEW FEBRUARY 6, 2024

Mr. Silka discussed the ARPA funds that will be moved around between projects that can't use it, and mentioned the first two micro-revolving loan funds coming through for approval.

There was discussion on Order 27,395. Mr. Silka advised on the specifics of the RoadBotics system to assess and prioritize roads in need of paving. He stated that they had used RoadBotics at his previous job, said it was developed at Carnegie Mellon, and that it's a good program.

There was discussion about if Order 27,401 should be pulled and discussed separately. Mr. Silka advised that it can be, and said the Mayor can be asked to pull it from Consent Agenda and have it voted on separately. He also advised that it is being administered by the County. Mayor Morriss stated that since he essentially disagrees with it, he is happy to let them administer it, so when people complain about it the City is not on the hook. He added that if the City hadn't had money in the revolving loan fund, they couldn't have done it. Council Member Marchini noted that the City did appropriate over \$1.6M to help downtown businesses, and said she would send around the breakdown as to what they did, which was done mostly through grant dollars and was very specific in nature.

IV. MAYOR AND CITY COUNCIL UPDATES

Council Member Frazier discussed the Community Café launch last week, and said there was a nice-sized crowd.

Council Member Cioni mentioned that there is something this coming Thursday at ACM related to the Community Café, in the Continuing Ed. building. He also provided an Evitts Creek update, saying the acorn supply is good and damage to trees is minimal. He said he enjoyed going out there and mentioned the next Parks and Rec. meeting the first week of March.

Council Member Furstenberg said while downtown this past weekend he met two couples from Ohio and Pennsylvania who said they cannot wait to come back to Cumberland. He said this shows that people outside the area are excited about changes going on in the City.

Mayor Morriss said when talking about the downtown and money, it's important for the citizens to determine who or what business they want to support, and said he encourages everyone to continue to do that. He added that downtown businesses need continued customers, and said anyone who says they can't walk anywhere downtown is mistaken. He mentioned now being able to park in front of restaurants on Baltimore Street, and encouraged everyone to come down.

Council Member Marchini advised that Council attended a recent Bishop Walsh event. She also mentioned that there was a recent wayfinding sign meeting to combat criticism that wayfinding in the City is not consistent. She said it was a good, active group, and will provide more information as it unfolds. She added that the wayfinding will start downtown and branch out throughout the City.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:14 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Meeting
57 N. Liberty St.

DATE: February 06, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Shannon Adams, Fire Chief; Lee Borrer, Senior Community Development Specialist

IV. Statement of Closed Meeting

Mayor Morriss announced that a closed session had been held on February 6, 2024 at 4:30 p.m. and read into the record a summary of that meeting 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 Firefighter/EMT-B Andrew T. Lenhart, Firefighter/EMT-B Sara E. Gant, and Firefighter/EMT-P Ryan P. Woods on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute.

Chief Adams recognized each firefighter and provided background on them, and family members pinned badges. Photos were taken with congratulations all around.

VI. Director's Reports

Motion to approve the reports was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 5-0.

(A) Engineering

1. Engineering Division Monthly Report for January 2024

(B) Public Works

1. Maintenance Division Monthly Report for December 2023

VII. Approval of Minutes

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

1. Approval of the Closed, Work, and Regular Session Minutes of January 16, 2024.

VIII. Public Hearings

1. To hear comments on the Community Development Block Grant (CDBG) 2024 Annual Action Plan.

Lee Borrer, Senior Community Development Specialist and provided a PowerPoint presentation along with background on the CDBG Annual Action Plan. She advised that this is the first public hearing for the 2024 Annual Action Plan process, and said the projects that are funded should serve people within the City limits. She also provided information on the RFP, applications, and said comments will be accepted through April 29th, along with staff recommendations being online until March 28th and will be presented April 2nd. She added that amounts awarded must be spent by May 7th.

Convened: 6:33 p.m.

Speakers:

Crystal Rowan, Director, Jane's Place, provided copies of packets to M&CC and gave background on her organization. She advised that they have been the recipient of ARPA funds, and talked about positive impacts due to that funding. She discussed programs funded between July 2022 and August 2023, and talked about community trainings that were held. She reviewed all the purchases they were able to make for the children, along with advertising items, brochures and business cards for community events. She advised that they have served 97 children, and over 4000 students in Allegany County received educational materials. She added that they also provided an evening with Santa at the library, with 98 attendees.

Rhonda Pick, Executive Director Family Crisis Resource Center (FCRC), provided background on her organization, and asked for assistance with their abuse intervention program. She advised that the FCRC will continue to support programs with the help of CDBG funding. She stated that often there's a lifelong pattern of thinking that leads to violence and partner abuse, and said each participant attends a 22-session program, learning how it impacts children, partners, and themselves. She added that they work

with law enforcement, courts, and parole, saying that 93% of those who complete the AIP program do not re-offend, and said all of their programs are completely free for victims.

Yvonne Perret, Archway Station, talked about their proposal to hire a case manager for SSI Outreach Access Recovery (SOAR). She advised that they need a licensed clinical social worker to help expedite access to disability services to those who are homeless or at risk of homelessness. She said she would mentor and teach this person how to succeed. She stated that 90% of people they service are approved on the first application, and said last year they helped 23 people with applications, which takes 40 hours per application, so there's a need for more help with this. She added that Archway Station is developing an Assertive Community Treatment (ACT) Team, a treatment program that connects people with programs to get them recovering and moving on with their lives.

Deanna Clark, Executive Director, Associated Charities, provided background on her organization, which is 114 years old this year, and what they offer families in the community. She is asking for a short-term and long-term medication program through CDBG funding, and said 95% of the clientele are Cumberland residents, and they provide 73 residents with their services. She added that most clients are 65 and older, and said her organization focuses on low income, underinsured or uninsured people.

Renee Kniseley, AYEPS Program, discussed her organization which is now in its fifth year of applying for funding to complete the youth center at 119 N. Centre Street. She advised about work that has already been done, such as roof and windows, and first and second floors. They are working on the third floor, and need funds to complete the fourth. She said they also need paid staff, and said this building is a life-line for a lot of kids, with juvenile diversion programs being their goal. She said currently they cannot take troubled youth due to the small number of volunteers, but said they have gotten a lot of support from the community.

David Goad, Community Relations for Friends Aware, discussed proposed funding from CDBG, and provided background on his organization, which works with those with intellectual and developmental disabilities, and is in its 70th year. He advised that they serve 60 people each day, with 35 others in group homes. He said they only have one fully-equipped handicapped van, with the second van not being handicap-equipped, but said some individuals can still get in and out of regular vehicles. He explained that they can't handle everyone in one trip and people have had to use personal vehicles, but explained that they don't carry insurance coverage for personal vehicles. He said they would like to eliminate that liability to those employees, and said they are seeking \$135K through CDBG.

Suzanne Trussell, Allegany County Historical Society, talked about working to make 400 N. Mechanic Street a public facility, and said they need assistance with funding to make things happen. They want to feed minds and bodies, and said they have begun history study groups, which are open to everyone. She explained that there are several ongoing projects, and they need to get the floors done, with a timeline of completion by next Spring. She said she feels this is a benefit to Cumberland, to create pride in the neighborhood and the development of communities.

Ken Rafferty, HRDC, here on behalf of Susan Malone, spoke about how the HRDC has worked with the City for a very long time and discussed seeking help with affordable

housing. He said they have a homeless program and rapid rehousing. He explained that HRDC owns a duplex property on Pulaski Street, which at one point had been part of the affordable housing, but when Covid hit they took it off the books and it has fallen into disrepair. He said one of the common issues is the date of housing stock – lead measures, abatement – both are quite costly. He added that the heating system was antiquated and has failed, and explained that for one side of the duplex, the initial cost is \$52K, which would include infrastructure and new wiring. He said there are no health or safety hazards, but they want to bring it up to par, to future-proof it. He added that it's a 3-bedroom, so could house up to 4-5 people, which would house clients in a critical situation and put them in a stable place.

Adjourned: 7:17 p.m.

IX. Public Comments – Agenda Items Only

There were no comments

All public comments are limited to 5 minutes per person

X. Unfinished Business

(A) Ordinances

1. Ordinance 3970 (*2nd and 3rd readings*) - authorizing the transfer of 301 Columbia Street and 303 Columbia Street to Theresa E.S. Wyatt for the purchase price of \$100.

SECOND READING: The ordinance was submitted in title only for its second reading. Motion to approve the 2nd reading and move to the 3rd, after comment, was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for questions or comments. Being none, the ordinance moved to its 3rd reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was approved on a vote of 5-0.

2. Ordinance 3971 (*2nd and 3rd readings*) - authorizing the transfer of 606 Hill Street to Eliana Bennett for the purchase price of \$150.

SECOND READING: The ordinance was submitted in title only for its second reading. Motion to approve the 2nd reading and move to the 3rd, after comment, was made by Council Member Cioni, seconded by Council Member Marchini, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for questions or comments. Being none, the ordinance moved to its 3rd reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was approved on a vote of 5-0.

XI. New Business

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morris called for questions or comments. **Motion** to approve each item was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

Order 27,391 - declaring Cumberland Police Department Unit #4 (2015 Ford Interceptor) surplus for sale or scrap.

Order 27,392 - approving the amendment of Order 26,961 by increasing the ARPA funding allocation for the HVAC Improvement at City Hall (\$115,278) and decreasing the ARPA funding allocation to Promoting the Community (\$1,177) and Prisoner Processing Improvements (\$114,101).

Order 27,393 - authorizing the execution of a grant agreement with Maryland Department of Housing and Community Development for \$30,000 in grant funds to the City to be used for commissioning a study to implement connectivity between local attractions and services.

Order 27,394 - accepting the bid of Excavating Associates, Inc. for City Project #2-22-W, South End Water Main Replacement, in the lump sum cost not-to-exceed \$4,396,880.

Order 27,395 - accepting a Multi-Year Contract with RoadBotics in the lump sum not-to-exceed \$37,275 to provide the Engineering Department with the ability to assess and determine which roads require attention in order to better analyze and create a pavement improvement plan.

Order 27,396 - accepting the sole source purchase of the cost to replace the engine of a 2018 F550 dump truck from Timbrook Ford, Keyser, WV at a cost not-to-exceed \$25,273.60.

Order 27,397 - approving \$10,000 Micro-Revolving loans each for Mandela Echefu, Wheelzup Adventures and Michael Harris, Pepper in a Bottle for the terms 60-month amortization period, 3% interest, first payment due January 2025, and no interest charged until January 1, 2025.

Order 27,398 - approving the purchase of equipment from CDW to replace City IT Storage Switches, which are end of life unsupported systems at a cost not-to-exceed \$65,636.66.

Order 27,399 - declaring certain City-owned properties to be surplus and authorizing them for sale.

Order 27,400 - executing a donation agreement between the Mayor and City Council and Kevin L. Rowan and Annabel E. Rowan for the donation of a parcel of real property at 526 Broadway Circle and the improvements thereon, if any, to the City.

Order 27,401 - approving a contribution of \$50,000 to match the Allegany County appropriation to the Baltimore Street Construction Impact Grant program with funding reassigned from the Micro-Revolving Loan Fund.

XII. Public Comments

Martha Letterman, 7 Washington Street, spoke about dangerous pedestrian crossings in Cumberland, one being at the intersection of Cumberland and Washington Streets, and another being at Mechanic and Baltimore Streets before the Baltimore Street Bridge. She spoke of how some cars speed up, and don't stop. She explained that the intersection at Cumberland and Washington, it's nearly impossible to cross, with traffic coming from all directions. She said at the Mechanic and Baltimore Street/Bridge crossing, it takes her no fewer than 20 minutes to cross in the evening. She also mentioned that she has seen one accident live at the intersection of Cumberland and Washington Streets. She said people don't pay attention. She said she has lived here for 20 years and works downtown, and said it wouldn't feel right if she didn't speak up about this issue, because it's a dangerous situation. She stated that someone should look at this.

Mayor Morriss advised that they will have Mr. Silka, Chief Ternent, and Engineering look at this issue to find a solution, as they want Cumberland to be a tourist destination where people feel safe.

All public comments are limited to 5 minutes per person

XIII. Adjournment

With no further business at hand, the meeting adjourned at 7:33 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Ordinance 3972 (*1st reading*) - to repeal Article XIV of Chapter 25 of the City Code and to reenact it with amendments for the purpose of abrogating regulations which are not content neutral and to otherwise amend its terms

ORDINANCE NO. 3972

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO REPEAL ARTICLE XIV OF CHAPTER 25 OF THE CITY CODE AND TO REENACT IT WITH AMENDMENTS FOR THE PURPOSE OF ABROGATING REGULATIONS WHICH ARE NOT CONTENT NEUTRAL AND TO OTHERWISE AMEND ITS TERMS."

WHEREAS, Article XIV (Sections 25-396 to 25-407) of the City's Zoning Ordinance (Chapter 25 of the City Code) sets forth the City's Sign Control Provisions.

WHEREAS, some of the terms of the Sign Control Provisions are not content-neutral although applicable law generally requires that sign regulations may not restrict constitutionally-protected speech.

WHEREAS, City staff conducted a review of the Sign Control Provisions and determined that they should be rewritten for the reason set forth above and to otherwise update its terms to address the City's needs.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held two public hearings on the subject matter of this Ordinance on November 27, 2023, and January 22, 2024, and determined that it should recommend that the Mayor and City Council pass an Ordinance repealing the current Sign Control Provisions and adopting the new ones which are attached hereto as Exhibit A.

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on March 5, 2024, 2024, having published notice of the time and place of the hearing together with a summary of 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 February 16, 2024, 2024 and February 23, 2024), the first such notice having been published at least 14 days before the hearing, as required by Section 25-439(f) of the City Code and 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 approve the said recommendations, repeal the City's current Sign Control Provisions and enact the new Sign Control Provisions set forth in the Exhibit A attached hereto.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Article XIV of Chapter 25 of the City Code (Sections 25-396 to 25-407) is repealed and reenacted with amendments to read as is set forth in the Exhibit A attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____,
2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

ARTICLE XIV. SIGN CONTROL PROVISIONS

Sec. 25-401. Purpose.

Signs perform an important function by identifying residences and businesses to pedestrians and motorists. The purpose of this article is to assist in promoting the public's health, safety, and general welfare, and to promote and preserve aesthetics through the control of signage within the city. This goal shall be achieved by reducing potential signage conflicts between pedestrian and vehicular traffic, preserving property values, preventing unsightly detrimental development that has a blighting influence upon residential, business, and industrial uses, and preventing signs from reaching such an excessive size that they obscure one another to the detriment of all concerned, and securing certain fundamentals of design for the city.

Sec. 25-402. Applicability.

This article shall apply to all signs in the City unless they are exempted hereinafter or elsewhere in the city code. Signs may be placed, installed, erected, altered, maintained, used, removed, or moved, only in compliance with the provisions of this section and other regulations of the city relating to the placement, erection, alteration, maintenance, use, removal, or moving of signs and similar devices.

Sec. 25-403. Rules of construction.

- (a) Signs which meet the definitions for multiple types of signs shall be subject to the requirements for each type of sign.
- (b) Whenever there are overlapping sign dimension requirements, the requirements for the specific type of sign shall take precedence over the requirements for a general category of signs.

Sec. 25-404. Sign types; requirements.

The types of signs and the requirements applicable thereto are set forth below.

(a) *Awning/canopy signs.* Any sign painted on or attached to an awning or canopy. Awning/canopy signs shall be treated as wall signs, shall be subject to the requirement applicable to such signs, and shall be included in the overall area calculations for such signs. Signs may be attached flat against awnings or canopies made of rigid materials. They shall not project above the awning or canopy. Awnings and canopies of non-rigid materials (e.g., canvas) shall have signs only appliquéd or painted on them.

(b) *Election polling place signs.* Temporary signs at election polling locations may not exceed six (6) square feet in area per sign face. Such signs must be removed within twenty-four (24) hours of Election Day.

(c) *Electronic changeable copy sign.* A type of sign or portion thereof that is capable of displaying words, symbols or alphanumeric characters which are defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices that can be

electronically or automatically programmed and may be changed by remote or automatic means. All electronic changeable copy signs shall comply with the following minimum requirements:

- (1) Electronic changeable copy signs shall be permitted only as freestanding signs, low ground (monument) signs, or wall signs in those zoning districts where specifically permitted and only in full compliance with the applicable dimensions and height specified respectively for each type of sign within the applicable zone. However, not more than one (1) electronic changeable copy sign shall be permitted in any chosen form on an individual lot of record.
- (2) All electronic changeable copy signs shall be programmed to ensure that each individual display message shall remain in static (non-moving, non-scrolling, non-streaming video, or non-changing) display for not less than eight (8) consecutive seconds before transitioning to a different display message. Any background image accompanying a message shall remain static with the wording and shall not emulate any form of motion or movement. The transition between individual messages shall occur through a gradual fade out of the preceding message and a gradual fade in to the subsequent message with no image overlap of not less than two (2) consecutive seconds, resulting in a complete individual message cycle of not less than ten (10) consecutive seconds. No flashing or simulated animation of any message or portion thereof (with the limited exception of authorized time and temperature displays) shall be permitted on an electronic changeable copy sign. Any and all background or text color patterns associated with a display message shall remain static and unchanging during each message display cycle.
- (3) Where an electronic changeable copy sign shall include a time and temperature display, said time display shall be in numeric hours and minutes only (not utilizing an animated clock face), and said temperature display shall be in numeric Fahrenheit and/or Celsius readings only. The time and temperature messages shall be allowed to change only as necessary to ensure reading accuracy and may be displayed either as part of each static individual message or as separate messages in the display cycle. The time and temperature shall be displayed in a fixed location on the display area during each programmed display cycle.
- (4) The sign shall be equipped with photosensitive equipment that is programmed to automatically adjust the brightness and contrast of the sign in direct relation to the ambient outdoor illumination. Maximum brightness levels for electronic changeable copy signs shall not exceed five thousand (5,000) nits (a standard unit measure of luminance) when measured from the sign's face at its maximum brightness, during daylight hours, and five hundred (500) nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset.
- (5) All letters, numbers, or other typographical symbols displayed on an electronic changeable copy sign shall be of a size that is fully legible and distinctly discernible from any associated background image or colors by a person with 20-20 full-color visual acuity at a distance of not less than two hundred (200) feet from the sign.
- (6) Each electronic changeable copy sign shall be programmed or set in a manner such that the display will turn dark and emit no light or shut down in case of a malfunction.

- (7) Prior to approval of a permit to install/erect an electronic changeable copy sign on a property, the property owner and the owner of the proposed sign (if they are not one and the same individual) shall sign an affidavit attesting to and affirming their full and complete understanding of the aforementioned specific requirements and their consent to remain in full compliance with them. An original of said affidavit shall be attached to the issued permit and retained in the city's files.

(d) *Flashing sign.* A sign, the illumination of which is not kept constantly in intensity at all times when in use, and which exhibits sudden or marked changes in lighting effects. Illuminated signs which indicate the time, temperature, date, or other similar information shall not be considered flashing signs.

(e) *Freestanding sign (pole or ground signs).* A sign which is not affixed to a building that is supported by, or suspended from a freestanding column or other support located in or upon the ground surface.

(f) *Illuminated sign.* A sign that has characters, letters, figures, designs, or outlines illuminated by electric lighting or luminous tubes as part of the sign. Illuminated signs are subject to the following requirements:

- (i) They shall be illuminated only with steady, stationary, shielded light sources directed solely onto the sign without causing glare. Light bulbs or lighting tubes used for illuminating a sign shall not be visible from adjacent public rights-of-way or residential properties.
- (ii) The intensity of sign lighting shall not exceed that necessary to illuminate and make legible a sign from the adjacent road or closest right-of-way. The illumination of a sign shall not be obtrusive to the surrounding area.
- (iii) Sign lighting shall be shielded so no direct light will shine on abutting properties or in the normal line of vision of the public using the streets or sidewalks.
- (iv) No flood or spotlights shall be mounted higher than twenty-five (25) feet above ground level.

(g) *Indirectly illuminated sign.* A non-flashing sign that is illuminated from an external artificial source. These signs must be arranged so that no direct rays of light are projected from the artificial source into residential properties or public streets.

(h) *Low ground sign.* Non-advertising, for identification purposes only. Unless otherwise specified in this article, low ground signs may only be used for identification (but not for advertising) purposes. Low ground signs may not exceed five (5) feet in height. The maximum permitted gross sign area per display face for an electronic changeable copy sign erected as a low ground sign shall not exceed thirty-two (32) square feet. Electronic changeable copy signs shall be prohibited as low ground signs in the Conservation Zone and the R-E (Estate Residential), R-S (Suburban Residential), and R-U (Urban Residential) Zones and on residential principal use properties within the R-O (Office/Residential) Zone

(i) *Marquee Sign:* A freestanding sign which utilizes changeable letters or copy. Marquee signs are subject to the following standards:

- (i) There shall be no more than one internally illuminated change-letter marquee sign per property.

- (ii) The area of a marquee sign shall not exceed forty-eight (48) square feet in copy area. Such a sign shall be incorporated into the main freestanding sign or may be wall-mounted.
- (iii) Letters or symbols shall not exceed twelve (12) inches in height.
- (iv) Any portion of a marquee sign incorporated into the main freestanding sign or building sign shall be treated as such and shall be included in the overall calculations for such sign.

(j) *Mobile sign.* A sign that is affixed to a vehicle in such a manner that the carrying of such sign or signs is no longer incidental to the vehicle's primary purpose, but becomes a primary purpose in itself, shall be considered a freestanding sign and, as such, shall be subject to the provisions regarding freestanding signs in the district in which such vehicle is located. No person owning, possessing or controlling a vehicle with a mobile sign attached may leave it within a public street, right-of-way, or other property for more than eight (8) hours at a time and may not return the vehicle to a location within 100 feet of the parking space for one (1) week after its removal. Notwithstanding the foregoing, vehicles with mobile signs attached hereto may not be parked on or in city-owned parking lots or garages. Vehicles with mobile signs affixed thereto which are illegally parked are subject to being towed and impounded as provided for in sections 13-38 and 13-49 of this code.

(k) *Neighborhood identification sign.* A sign intended to promote the identity of a neighborhood or other sub-area within the city that is posted by the city or with the approval of the zoning administrator. They are permitted in all neighborhoods but may not exceed thirty-two (32) square feet in area.

(l) *Occupant sign.* A sign bearing only the names and/or addresses of occupants or premises. See section 25-407(b)(3).

(m) *Projecting sign.* A sign which is attached to the structure wall and which extends perpendicular or at an angle from the plane of such wall. Such signs are subject to the following requirements.

- (i) The two sides of a projecting sign must be parallel and of the same dimensions back-to-back and shall not exceed twelve (12) inches in thickness and ten (10) square feet in area.
- (ii) A projecting sign shall be hung at right angles to the building and shall not project more than four (4) feet from the wall or surface to which it is mounted.
- (iii) Projecting or suspended signs shall have a minimum clearance of ten (10) feet above grade and shall not project into a vehicular public way.
- (iv) Projecting signs shall not interfere with normal pedestrian or vehicular traffic.

(n) *Rooftop signs.* No roof signs other than directional devices as may be required by the federal and state aviation authorities shall be placed, inscribed, or supported upon the roof or upon any structure that extends above the eaves of the roof of any building.

(o) *Sandwich/sidewalk sign.* An "A-frame" type sign that stands with self-supporting elements and is not permanently affixed to the ground. (7). One (1) on-premise sign is allowed in compliance with the following standards:

- (i) It may not stand higher than four (4) feet off the ground.
- (ii) It must have a surface area no greater than eight (8) square feet (per side).
- (iii) It must be constructed of durable materials.
- (iv) Its copy must be professionally prepared.
- (v) It must be removed from the street when the business is closed.
- (vi) It may not obstruct pedestrian traffic by more than twenty (20) percent of the width of any pedestrian right of way.
- (vii) It may not have wheels.

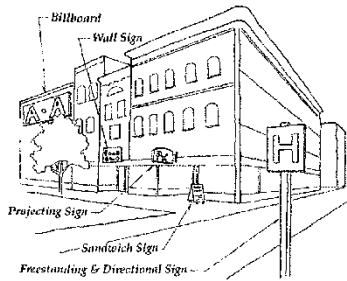
(p) *Temporary sign.* A sign that is intended to remain on the location where it is erected or placed for a period of not more than ninety (90) days. See section 25-407(b)(4). Although not mandated, the city requests that all election candidate's signs be removed no later than thirty (30) days after the date of an election.

(q) *Wall sign (parallel sign).* A sign attached to the wall of a structure with the face in a plane parallel to such wall, and not extending more than fifteen (15) inches from the face of such wall.

- (i) Wall signs shall not be mounted higher than the eave line or top of the parapet wall of the building and no portions of the sign shall extend beyond the ends of the wall to which it is attached.
- (ii) For each business on a separate property, wall-mounted signage for each street frontage is permitted with a maximum area of one (1) square foot of signage per one (1) lineal foot of street frontage of the building.
- (iii) Buildings that have multiple businesses accessed by *separate* entrances each business shall be permitted one (1) building sign for each street frontage with a maximum area of one (1) square foot of signage per one (1) lineal foot of street frontage of the building dedicated to that business.

(r) *Wall-painted signs.* A sign painted directly on the wall of a structure. See section 25-407(b)(6).

(s) *Window sign.* A sign affixed to or visible through a window of a building.



Sec. 25-405. Prohibited signs in all districts.

The following sign types are prohibited within all districts:

- (1) Signs which any way simulate official, functional, directional, or warning signs erected or maintained by the United States Government, the State of Maryland, county, or municipality thereof, or by any railroad, public utility, or similar agency concerned with the protection of public health or safety which are not authorized or constructed by the subject entity.
- (2) Banners, spinners, flags (excluding those described in section 25-407(a)(2)&(b)(1), pennants, or any similar moving object more than fifteen (15) square feet in size, whether containing a message or not, except for use during not more than four (4) special occasions in one (1) calendar year by a use located in the Local Business, Highway Business, Central Business, and Business-Commercial Districts for a period of not more than a total of twenty (20) days per calendar year or unless permitted as a temporary sign under section 25-404(p).
- (3) Flashing, blinking, twinkling, animated, or moving signs of any type, except for displays of time, temperature, date, and displays of similar information.
- (4) Signs placed, inscribed, or supported upon the roof or upon any structure that extends above the eaves of the roof of any building.
- (5) Signs, other than sandwich board/sidewalk signs, on mobile stands that can be moved from place to place.
- (6) Signs which emit smoke, visible vapors, or particles, sound, or odor.

Sec. 25-406. Permits.

- (a) *Generally.* With the exception of those signs listed in section 25-407, all signs shall require the issuance of a sign permit by the zoning administrator before erection or replacement. All signs must comply with the regulations contained in this article and elsewhere in the city code, regardless of whether a permit is required. No permit shall be required for a mere change of copy on a sign, the customary use of which involves frequent and periodic changes of copy.

- (b) *Applications.* Application for a sign permit shall be made to the zoning administrator on a form provided by the administrator's office and shall be accompanied by a filing fee established by the mayor and city council. The zoning administrator, or his/her authorized designee, shall review and approve, approve with conditions, or deny the permit request within fifteen (15) days of receipt of a complete submission.

Sec. 25-407. Signs not requiring a permit. Signs which meet the standards set forth in Section 25-404.

- (a) *Exempt signs.* The following types of signs are exempt from obtaining a permit:
- (1) Address/postbox numerals.
 - (2) Government signs, flags, and standards erected by the city, county, state, or federal government in furtherance of their governmental responsibility. Such signs, flags, and standards may include, but are not limited to, those used for community identity, to identify facility entrances and grounds, for special community events, and to provide direction to places of interest.
 - (3) Legal notices.
 - (4) Scoreboards.
- (b) *Provisionally exempt signs.* The following types of signs may be erected without a sign permit, provided that the standards of this section are met:
- (1) *Flags.* These shall be allowed subject to the following standards:
 - a. Flags of the United States of America, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction. Such a flag shall not be flown from a pole more than thirty-five (35) feet in height.
 - b. Flags other than those prohibited under section 25-402 shall not be flown from a pole more than twenty-five (25) feet in height, but in no case shall the corporate flag be flown at a height greater than any flag identified in subsection (b)(2)a., located on the same parcel.
 - (2) *Fuel seller signs.* The maximum area for display signs at establishments selling fuel shall be twenty-four (24) square feet per sign face. One (1) such sign shall be allowed per arterial or major collector roadway frontage.
 - (3) *Occupant signs.* One (1) such sign shall be permitted to be constructed on the building face, with the area of said sign not to exceed one (1) square foot in area. In addition to this sign, one (1) freestanding occupant sign or low ground sign not exceeding four (4) square feet in area shall be allowed on each property, subject to provisions regarding such sign types contained in section 25-411 for residential and conservation districts, section 25-412 for the B-CBD, B-H, B-L, G-C, G-I, and B-C Districts, and section 25-413 for the I-G District.

- (4) *Temporary signs.* Signs set back 4 feet or less from the edge of a roadway or between the edge of a roadway and a sidewalk are exempt from permitting if they are no more than six (6) square feet in area and are placed at that location no sooner than sixty (60) days before a primary or general election and removed no later than thirty (30) days from the date of the election.
- (5) *Service entrance signs.* Service entrance signs are allowed provided they are not illuminated and do not exceed four (4) square feet.
- (6) *Wall painted signs.* These signs are allowed subject to all other applicable regulations but may not exceed fifty (50) percent of the allowable square footage that would otherwise be permitted.
- (7) *Window posters.* These include signs inside windows of buildings within commercial areas, provided that the sign area does not exceed twenty-five (25) percent of the individual glass area through which it is seen.

Sec. 25-408. Nonconforming signs and sign structures.

Signs existing at the time of passage of this article that do not conform to the requirements of this chapter or elsewhere in the code shall be considered nonconforming signs and, once removed, shall be replaced only with conforming signs. Non-conforming signs are subject to the following provisions:

- 1. Nonconforming signs shall be kept in good repair, including sign maintenance, repainting, and replacement of broken or deteriorated parts of the sign itself.
- 2. Change and modification. A nonconforming sign or sign structure shall be brought into conformity with this chapter if it is altered, reconstructed, replaced, expanded, or relocated. A mere change in copy is not an alteration or replacement for purposes of this subsection.
- 3. A non-conforming sign or sign structure shall be removed within thirty (30) days if the building containing the use to which the sign is accessory is demolished or destroyed to the extent that the sign or the location of the sign is damaged in any respect.

Sec. 25-409. Sign size and area computation.

- (a) The size of any sign shall be computed by multiplying its greatest height by its greatest length, exclusive of supporting structures unless such supporting structure is illuminated or is in the form of a symbol or contains advertising copy. In the case of signs that have no definable edges, such as raised letters attached to a building facade, the sign size shall be that area within a single continuous perimeter enclosing the extreme limits of the actual message or copy area.
- (b) The area of a sign shall be construed to include all lettering, wording, and accompanying designs and symbols, together with the background, whether open or enclosed, on which they are displayed.
- (c) Where the sign consists of individual letters or symbols attached to or painted on a surface, building, wall, or window, the area shall be considered to be that of the smallest rectangle which encompasses all of the letters and symbols.
- (d) In computing square foot area of a double-faced sign, only one (1) side shall be considered, provided both faces are identical. If the interior angle formed by the two (2) faces of the double-faced sign exceeds one hundred twenty (120) degrees, both faces shall be considered in calculating the sign area.

Sec. 25-410. General sign regulations.

- (a) No sign shall be erected containing information on it which states or implies that a property may be used for any purpose not permitted under the provisions of this chapter in the zone in which the property to which the sign relates is located.
- (b) No sign shall be so located or arranged that it interferes with traffic through glare, through blocking of reasonable sight lines for streets, sidewalks, or driveways, through confusion with a traffic control device (by reason of color, location, shape, or other characteristic), or through any other means.
- (c) All signs except temporary signs shall be constructed of durable material and kept in good condition and repair. Temporary signs need only be constructed of such material that is sufficiently durable to last in good condition and repair for the term of their use. Electrical signs shall be subject to the performance criteria of the Underwriters Laboratory, Incorporated or to applicable city codes, whichever is more stringent.
- (c) Only signs of a duly constituted governmental body, shall be allowed within street rights-of-way unless specifically authorized by other ordinances and regulations of the city.
- (d) If an establishment has walls fronting two (2) or more streets, the sign area for each street may be computed separately.
- (e) Any vehicle to which a sign is affixed in such a manner that the carrying of such sign or signs no longer is incidental to the vehicle's primary purpose, but becomes a primary purpose in itself, shall be considered a freestanding sign and, as such, shall be subject to the provisions regarding freestanding signs in the district in which such vehicle is located.

- (f) No sign in other than a residential or conservation district shall be located so as to face any residential or conservation district on the same side of the street on which the property bearing the sign fronts. This provision shall not apply to signs at right angles to the street line of such street.
- (g) The maximum permitted gross sign area per display face for an electronic changeable copy sign erected as a parallel or wall sign shall not exceed thirty-two (32) square feet.
- (h) Only one (1) on-premises sign with a maximum area of one hundred fifty (150) square feet may be erected which faces or is primarily intended to be visible from the National Freeway (Interstate 68). The height of on-premises freestanding signs adjacent to the National Freeway shall not exceed forty (40) feet or shall be no higher than the roadway elevation of the adjacent National Freeway.
- (i) No off-premises sign shall be erected closer than one hundred (100) feet from the edge of the paved roadway of the National Freeway (Interstate 68).
- (j) No sign, except a wall sign or projecting sign as defined herein, shall be permitted to have any portion thereof extending into the public right-of-way in excess of four (4) feet except as hereinafter modified and shall be at least ten (10) feet high above the pavement or ground.
- (k) All sign provisions of this chapter shall apply to smokestacks, water towers, and other similar structures.
- (l) No sign shall be placed on a property without the consent of the owner. Sec. 25-411. Signs in the residential districts and the conservation district.

No signs shall be permitted in the residential zoning districts and the Conservation District except as follows:

- (a) *On-premises signs.*
 - (1) Official traffic signs and other official federal, state, county, and city governmental signs.
 - (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
 - (3) Occupant signs, pursuant to subsection 25-404(l) and 25-407(b)(3).
 - (4) Signs for bulletin or announcement boards for identification of permitted nonresidential buildings provided that the area of any such sign shall not exceed twenty (20) square feet. Not more than one (1) such sign shall be placed on each property.
 - (5) Temporary signs, pursuant to subsection 24-404(p) and 24-407(b)(4).
 - (6) Signs for identification of a permitted home occupation, provided that the area of any such sign shall not exceed four (4) square feet.
 - (7) Low ground signs, pursuant to subsection 25-404(h), except that electronic changeable copy signs shall be prohibited within the Conservation, R-E, R-S, and R-U Residential Zones and on residential principal use properties in the R-O (Office/Residential) Zone.

(8) Freestanding signs, prohibited, except for low ground signs.

(b) *Off-premises signs.*

(1) Official traffic signs and other official federal, state, county, and city governmental signs.

(2) Neighborhood identification signs, pursuant to subsection 25-404(k).

(3) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(4).

Sec. 25-412. Signs in the B-CBD, B-H, B-L, G-C, G-I, and B-C Districts.

No signs shall be permitted in the B-CBD, B-H, B-L, G-C, G-I, and B-C Districts except as follows:

(a) *On-premises signs.*

(1) Official traffic signs and other official federal, state, county, and city governmental signs.

(2) Neighborhood identification signs, pursuant to subsection 25-404(k).

(3) Occupant signs, pursuant to subsection 25-404(l) and 25-407(b)(3).

(4) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(4).

(5) Signs for identification of a permitted home occupation, provided that the area of any such sign shall not exceed four (4) square feet.

(6) Low ground signs, pursuant to subsections 25-404(h), provided:

- a. Low ground signs shall be located not less than four (4) feet from the property line and shall not be sited within a clear sight triangle as required by section 25-135. The city engineer may authorize a low ground sign to be placed within a clear sight triangle where special circumstances exist, such as (but not necessarily limited to) intersections of one-way streets, where traffic sight visibility at the intersection would not be impeded or compromised in any way by the placement of a low ground sign within the required clear sight triangle.
- b. The maximum sign area for a low ground sign shall be thirty-two (32) square feet and not more than five (5) feet in height at any point on the sign face.
- c. Low ground signs may only be illuminated indirectly as specified in subsection 25-404(h). Indirect illumination for a low ground sign shall be accomplished through properly shielded and directed lights located on the ground near the base of the sign.
- d. Special provisions for low ground signs within the G-C and G-I Zones.

1. One (1) low ground sign shall be allowed as a replacement for each freestanding sign permitted under subsection (a)(8). For every low ground sign approved for a property, the number of freestanding signs that may be permitted on the property shall be reduced by one (1). If a low ground sign is desired on a property where the maximum number of freestanding signs already exists, at least one (1) of the existing freestanding signs on the property must be removed before the requested low ground sign may be erected.
2. The immediate areas surrounding a low ground sign shall be landscaped with natural vegetation that will not obscure the sign when mature and will not exceed thirty (30) inches in height at maturity when located within either a clear sight triangle or four (4) feet of the property line. The highest point of a low ground sign shall be not more than five (5) feet above the natural grade of the site prior to any alteration of the ground level to support natural landscaping under and around the sign.
3. Up to, but not more than, a continuous area of eight (8) square feet on the face of any low ground sign may be used for copy. Said signs may not be illuminated.

(6) Wall and projecting signs, provided:

- a. Signs attached to a main wall of a principal building shall not project more than four (4) feet therefrom and no portion shall be less than ten (10) feet and no more than twenty-five (25) feet above basic grade. If not projecting more than five (5) inches from a wall of a building, no portion shall be less than seven and one-half (7-1/2) feet above the grade.
- b. The total area of all signs shall not exceed twenty-five (25) percent of the area of the building face (including window and door area and cornices) to which they are attached. In no case, however, shall the total area of all signs exceed one hundred (100) square feet.
- c. Permanent window signs shall be considered parallel signs and included in this computation but shall nevertheless not exceed twenty-five (25) percent of the total window area on each street.
- d. In the case of a shopping center, a group of stores, or other business uses on a lot held in single or separate ownership, the provisions of this section relating to the total area of signs permitted on a premise shall apply with respect to each building, separate store, or similar use. Only parallel signs shall be permitted for the individual establishments. However, the total area permitted to be covered by a sign shall not exceed fifteen (15) percent of the area of the building face.
- e. Wall or parallel signs shall be permitted on a side or rear wall only if such wall abuts a street, driveway or parking area and shall not distract from the architectural features of the structure as so approved by the zoning administrator. The maximum size shall be limited to twenty (20) percent of the total sign area permitted and shall not be more than twenty-five (25) feet above the basic grade.

(8) Freestanding signs.

- a. Shall be limited to one (1) except for an establishment which fronts on two (2) or more streets in which case a sign may be erected in each yard fronting on a street.
- b. No portion of any such sign shall be less than ten (10) or more than forty (40) feet above the ground except such signs described in subsections d. and e. below.
- c. The area of any freestanding sign, except such signs as described in d. and e. below, shall not exceed one (1) square foot for each two (2) feet of lineal lot frontage or fifty (50) square feet, whichever is smaller.
- d. No sign shall be located beyond the rear or side wall of the main building when the rear or side property line on which it is situated abuts a residential or conservation district, except signs that convey information such as parking, entrances, and traffic flow directions. The area of one (1) side of any such sign shall not exceed eight (8) square feet. The name of the business located on the premises may appear on such signs.
- e. No portion of a shopping center freestanding sign shall be less than twenty (20) or more than forty (40) feet above the ground. The area of any one (1) side of such sign shall not exceed one hundred fifty (150) square feet. The location and orientation of such sign shall be shown on the development plan.
- f. In the case of a shopping center, the number of its freestanding signs shall be according to the following schedule: Parking facilities for one hundred (100) to five hundred (500) cars, one (1) freestanding sign shall be allowed. For every additional increment of five hundred (500) parking spaces, one (1) additional freestanding sign is permitted. At no time shall there be more than four (4) freestanding signs per shopping center.
- g. In the case of a group of business uses other than a shopping center, on a lot held in single or separate ownership, a single freestanding sign, including individual signs identifying different establishments, may be erected on a common backing provided that the total area on one (1) side of the sign does not exceed one hundred (100) square feet. The structural backing for all such signs shall be uniform and no sign may extend, in any direction, beyond the outside edge of the backing. No portion of any such backing shall be less than five (5) feet or more than twelve (12) feet above the ground.

(b) *Off-premises signs.*

- (1) Official traffic signs and other official federal, state, county, and city governmental signs.
- (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
- (3) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(4).
- (4) Off-premises commercial advertising signs shall be permitted only in the B-H (Highway Business) and B-C (Business-Commercial) Districts. Such signs shall comply with the following standards:

- a. All wall and projecting signs shall not exceed two (2) square feet for each foot of length of the front building wall or length of that portion of such wall which is devoted to such establishments or three hundred seventy-five (375) square feet, whichever is smaller. Said signs are permitted on a side or rear wall only if such wall abuts a street, driveway, or parking area. No sign shall be more than twenty-five (25) feet above the basic grade.
 - b. Freestanding signs shall not exceed one (1) square foot of sign area for each two (2) feet of lot frontage or three hundred seventy-five (375) square feet, whichever is smaller. Not more than one (1) such sign shall be placed on property in single and separate ownership unless such property fronts on more than one (1) street, in which case one (1) such sign may be erected on each street frontage.
 - c. No sign shall be more than twenty-five (25) feet above the basic grade. No sign shall be located beyond the side property line upon which it is situated where it abuts a residential district.
- (c) *Special provisions for signs in the G-C and G-I Districts.* In addition to the signage provisions set forth in this section, those portions of section 25-141 related to signage in the gateway (G-C and G-I) districts also apply.

Sec. 25-413. Signs in the I-G District.

No signs shall be permitted in the I-G District except as follows:

- (a) *On-premises signs.*
 - (1) Official traffic signs and other official federal, state, county, and city governmental signs.
 - (2) Neighborhood identification signs, pursuant to subsection 25-404(k).
 - (3) Occupant signs, pursuant to subsection 25-404(l) and 25-407(b)(3).
 - (4) Temporary signs, pursuant to subsection 25-404(p) and 25-407(b)(3).
 - (5) Low ground signs, pursuant to subsection 25-404(i).
 - (6) Wall and projecting signs, providing:
 - a. Signs shall not exceed two (2) square feet for each foot of length of the front building wall or length of that portion of such wall which is devoted to such establishment or three hundred seventy-five (375) square feet, whichever is smaller.
 - b. Signs are permitted on a side or rear wall only if such wall abuts a street, driveway, or parking area.

- c. No sign shall be more than twenty-five (25) feet above the basic grade, nor shall be closer than one hundred (100) feet to residential area.
 - d. No sign shall project higher than the roof line.
- (7) Freestanding signs, providing:
- a. Shall not exceed one (1) square foot of sign area for each two (2) feet of lot frontage or three hundred and seventy-five (375) square feet, whichever is smaller.
 - b. Not more than one (1) free standing sign shall be placed on a property unless it fronts on more than one (1) street, in which case one (1) such sign may be erected on each street frontage. In addition, one (1) freestanding sign, indicating the name of an industrial park and the industries within, may be erected along each highway on which the park fronts. The location and design of such signs shall be subject to review and approval by the planning commission.
 - c. No sign shall project higher than the roof line. No sign shall be located beyond the rear or side wall of the main building when the rear or side property line upon which it is situated abuts a residential district.

(b) *Planned industrial park sign requirements.*

- (1) One (1) sign, indicating the name of the industrial park and the industries therein, may be erected along each highway on which the development fronts. Such sign may be freestanding or attached to a wall or fence. Plans showing the proposed location and design of such sign shall be subject to approval by the planning commission.
- (2) Identification signs for individual industries shall be permanently attached to the building and shall preferably be part of the architectural design of a building. One (1) sign may be placed on the front, sides, or rear of a building or on all sides, provided the area conforms with the formula established in subsection (a)(7)a.
- (3) One (1) freestanding sign may be used only when an industry comprises a group of buildings. Such sign shall neither extend into any minimum required yard nor rise above the roof line of adjacent buildings. The sign shall not exceed the area derived from the formula established in subsection (a)(7)a.
- (4) A temporary sign not to exceed one hundred fifty (150) square feet may be erected during construction within the rear half of required yards facing upon streets. The purpose of such a sign is to identify the industry that will occupy the lot and the organizations or persons concerned with its construction. A temporary use permit shall be obtained from the office of the zoning administrator. Temporary signs shall be removed within thirty (30) days following completion of construction.

File Attachments for Item:

. Ordinance 3973 (*1st reading*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,350,000 of general obligation bonds of the Mayor and City Council of Cumberland

ORDINANCE NO. 3973

**MAYOR AND CITY COUNCIL OF CUMBERLAND
INFRASTRUCTURE BONDS, 2024 SERIES A**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE “ISSUER”), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$3,350,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE “MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2024 SERIES A” (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE “BONDS”), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING, REIMBURSING AND/OR REFINANCING COSTS OF THE PROJECTS GENERALLY IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE, (B) NEW AND/OR REPLACEMENT VEHICLES AND VEHICLE IMPROVEMENTS/EQUIPMENT, (C) FACILITY AND INFRASTRUCTURE IMPROVEMENTS, (D) STREET IMPROVEMENTS, AND/OR (E) WATER SYSTEM, SEWER SYSTEM AND FLOOD CONTROL IMPROVEMENTS AND EQUIPMENT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING OR REIMBURSING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY MATURE OR COME DUE; PROVIDING FOR THE FORMS, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR

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PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS
CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

RECITALS

WHEREAS, Mayor and City Council of Cumberland (the “Issuer”) is a municipal corporation of the State of Maryland organized under a charter (the “Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

WHEREAS, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), authorize the Community Development Administration (the “Administration”), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in one or more series in the aggregate principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) (the “Bonds,” as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing and/or refinancing all or a portion of the costs of the Project (as defined in Section 1(a) hereof), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified below, and/or (iii) paying or reimbursing issuance and other costs related to the Bonds; and

WHEREAS, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the “Program”); and

WHEREAS, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the “Loan”); and

WHEREAS, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

WHEREAS, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

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BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

Section 1. Authorization, Terms, Form of Bonds.

(a) Mayor and City Council of Cumberland (the “Issuer”) shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), to be known as the “Mayor and City Council of Cumberland Infrastructure Bonds, 2024 Series A” (or by such other or additional designation or designations as required by the Administration (as defined below) prior to issuance, including, without limitation, to identify separate series or subseries (collectively, the “Bonds” and, individually, a “Bond”)). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing and/or refinancing all or a portion of the costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, computers, scanners, switches, and servers), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles (including sport utility vehicles), administration vehicles, utility vehicles, light and heavy duty trucks, and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Central Services, Water Distribution, and Sanitary Sewer Departments, (C) facility and infrastructure improvements (including, without limitation, wastewater treatment plant roof replacements/improvements and HVAC improvements), (D) street improvements (including, without limitation, paving/repaving and traffic control improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, valve equipment, anthracite and sand filter media, SCADA system equipment and improvements, water main replacements, aeration return lines, sewer lining, flood gates, canal rewatering, and anaerobic digester improvements), together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (E), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, study, design, architectural, engineering, document development, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer’s share or contribution to such undertaking (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Community Development Administration (the “Administration”) under the Program identified in subsection (b) below, and/or (iii) paying or reimbursing issuance and other costs related to the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the “Mayor”), in consultation with the City Administrator of the Issuer (the “City Administrator”), any other appropriate officials of the Issuer,

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and the Administration, is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Administration's Bonds (as defined in subsection (c) below) not to apply proceeds of the Bonds to finance, reimburse or refinance costs of any one or more components of the Project due to tax, budgetary or other considerations, including, without limitation, because the Mayor and City Council of the Issuer, the governing body of the Issuer (the "Mayor and City Council"), has determined not to finance, reimburse or refinance the costs of any particular contemplated project or because of other moneys becoming available for application to any of the purposes described in clauses (i) – (iii) above.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration's Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 3.80 percent for a loan with a maturity of five years or fewer, (2) 3.90 percent for a loan with a maturity in excess of five years but no more than ten years, (3) 4.50 percent for a loan with a maturity in excess of ten years but no more than fifteen years, and (4) 5.00 percent for a loan with a maturity in excess of fifteen years but no more than twenty years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance, reimburse and/or refinance all or a portion of the costs of the Project, (ii) fund a portion of a capital reserve fund and/or other reserves required by

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the Administration under the Program, and/or (iii) pay or reimburse costs of issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the “Repayment Agreement” and the “Pledge Agreement”). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the “Program Documents”). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor and/or the City Administrator as further provided in this Ordinance and as shall be acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration’s Bonds (the “Administration Financing”) that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$3,350,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed \$3,350,000.00 as approved by the Administration and accepted by the Issuer, (ii) with the assistance of the City Administrator and the Comptroller of the Issuer (the “Comptroller”), to determine the amortization term(s) of the Bonds taking into account the useful lives of the various components of the Project, not to exceed the maximum maturity as set forth in subsection (d) above, and (iii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds for the applicable term(s) as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter of the Issuer (the “Charter”).

(i) Certain provisions of this Section 1 are subject to the provisions of Section 14(c) of this Ordinance.

Section 2. Execution and Completion of Documents. The Bonds, the Repayment Agreement and the Pledge Agreement shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the “City Clerk”). The other Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the

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Program Documents becomes an official after the date of the issue, the Bonds or the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable form(s) of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor's discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor is hereby authorized, empowered and directed to complete the forms of the Repayment Agreement and the Pledge Agreement and to make modifications, deletions, corrections or other changes thereto in any manner in which the Mayor, in the Mayor's discretion, shall deemed necessary or appropriate in order to complete the execution and delivery of the Repayment Agreement and the Pledge Agreement in accordance with the provisions of this Ordinance, as will not alter the substance thereof. Either or both of the Mayor and the City Administrator is hereby authorized, empowered and directed to complete the applicable forms of the other Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the other Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds, the Repayment Agreement and the Pledge Agreement by the Mayor and the execution and delivery of the other Program Documents by the duly authorized applicable official(s) provided for in this Section 2 shall be conclusive evidence of such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority. Certain provisions of this Section 2 are subject to the provisions of Section 14(c) of this Ordinance.

Section 3. Registration of Bonds. The City Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds; provided that, if at any time the registrar of the Bonds needs to take any action in such capacity, the position of the City Clerk is vacant or in the absence, disability or unavailability of the incumbent City Clerk, the authority to act as registrar for the Bonds shall be exercised in the following order of priority: (i) first, by any Assistant City Clerk of the Issuer appointed in accordance with the Charter (an "Assistant City Clerk"), (ii) second, if there is no incumbent Assistant City Clerk or in the absence, disability or unavailability of any Assistant City Clerk, the City Administrator, (iii) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator of the Issuer selected in accordance with the Charter, and (iv) fourth, if there is no incumbent acting or interim City Administrator of the Issuer selected in accordance with the Charter or in the absence, disability or unavailability of any such incumbent official, by the Director of Administrative Services of the Issuer (the "Director of Administrative Services"). No security or bond shall be required of any of the officials identified in this Section 3 in the performance of the duties of registrar for the Bonds.

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The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

Section 4. Prepayment. The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds. The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next principal installment or installments coming due, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

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Section 7. Covenants. The Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration or its designee the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

Section 9. Pledge of Local Government Payments. As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds and/or other reserves required under the Program the amount of the Issuer's portion of any deficiency in such capital reserve fund or such other reserves as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

Underlining = Indicates material added by amendment after introduction

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Section 10. Purchase Price of Bonds. The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

Section 11. Sale of Bonds. The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

Section 12. Authority to Take Action; Publication and Public Hearing.

(a) To the extent not otherwise expressly provided for herein, the appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the projects to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

(c) The Issuer shall comply with any publication and/or posting requirements set forth in the Charter that are determined to be applicable to this Ordinance.

Section 13. Tax Matters

(a) Any one or more of the Mayor, the City Administrator, the Treasurer of the Issuer (the "Treasurer") and/or the Comptroller shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the "Section 148 Certificate") which complies with the requirements of Section 148 ("Section 148") of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

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(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer’s reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official’s or officials’ knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 and the regulations thereunder that are applicable to the Bonds on the date of issuance of the Bonds and that may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer’s compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such applicable identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

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Section 14. Effective Date; Miscellaneous.

(a) Notwithstanding the provisions of Section 82A(b)(3) of the Charter, pursuant to Section 4-232(c) of the Act, this Ordinance shall take effect from the date of its passage by the Mayor and City Council and its approval by the Mayor, and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk, any Assistant City Clerk or the City Administrator, or any such official's successor in office, shall constitute evidence of the contents and provisions hereof.

(b) Subject to the provisions of subsection (c) below, which subsection (c) shall control over the provisions of this subsection (b) in applicable circumstances, any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an "acting" or "interim" capacity (e.g., the Acting City Administrator of the Issuer or the Interim City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond generally to the titles used in the Charter or the City Code of the Issuer (the "City Code").

(c) (i) It is the intention of the Mayor and City Council that, with respect to the authority granted solely to the Mayor pursuant to Sections 1 and 2 of this Ordinance, if there is a vacancy in the position of the Mayor or in the absence, disability or unavailability of the Mayor, such authority shall be exercised in the following order of priority: (A) first, by any Acting Mayor of the Issuer appointed by the City Council of the Issuer in accordance with the Charter (the "Acting Mayor"), (B) second, if no Acting Mayor has been appointed or in the absence, disability or unavailability of any incumbent Acting Mayor, by the City Administrator, and (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator designated or appointed in accordance with the Charter.

(ii) It is the intention of the Mayor and City Council that if the position of the City Clerk is vacant or in the absence, disability or unavailability of the City Clerk, the authority to attest to the affixed or reproduced seal of the Issuer on the Bonds, the Repayment Agreement or the Pledge Agreement shall be exercised in the following order of priority: (A) first, by any Assistant City Clerk, (B) second, if no Assistant City Clerk has been appointed or in the absence, disability or unavailability of any Assistant City Clerk, by the City Administrator, (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator of the Issuer designated or appointed in accordance with the Charter, and (D) fourth, if no acting or interim City Administrator of the Issuer has been designated or appointed in accordance with the Charter or such incumbent official is absent, disabled or unavailable, by the Director of Administrative Services; provided that, the City Administrator or any acting or interim City Administrator of the Issuer may not both execute any of the Bonds, the Repayment Agreement or the Pledge Agreement in accordance with

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Section 14(c) of this Ordinance and attest to the seal of the Issuer affixed to or reproduced on such Bonds, such Repayment Agreement or such Pledge Agreement.

(d) Notwithstanding the foregoing provisions of this Ordinance, but subject to the provisions of subsection (c) above, which subsection (c) shall control over the provisions of this subsection (d) in applicable circumstances, in the event the position of any official who is referred to by title in this Ordinance is vacant at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has been appointed to such position (including in an acting or interim capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the Charter or the City Code or, to the extent not so provided for in the Charter or the City Code, as designated by the Mayor and City Council by motion or other appropriate action, including, without limitation, any applicable “deputy,” “associate,” or “assistant” official. Written evidence of any such designation shall be provided to the Administration. Notwithstanding the foregoing sentence, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time, any such action may be taken solely by the remaining official. References in this Ordinance to the term “official” shall be construed to include “employee” where applicable.

(e) References in this Ordinance to the phrases “to finance,” “to pay” or “to fund” or similar phrases shall be deemed to refer to and include “to reimburse” or “to refinance” or similar phrases.

(f) References in this Ordinance to the phrase “including” and similar phrases shall be deemed to refer to and include “including, but not limited to,” “including, without limitation,” or similar phrases.

(g) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources. References in this Ordinance to “costs of issuance” or “issuance costs” of the Bonds shall be deemed to include the costs of issuance or issuance costs of the Administration’s Bonds allocable to the Issuer in accordance with the Program. The Mayor and City Council expressly acknowledges the obligation of the Issuer to pay the allocable fees of the Administration’s bond counsel in the event the Issuer withdraws from the Program.

(h) The proceeds of the Bonds, including any premium of the Administration’s Bonds that may be allocated to the Issuer, are hereby appropriated for purposes of the Project and the other purposes specified in this Ordinance.

(i) Any actions taken by officials of the Issuer in connection with the Issuer’s anticipated participation in the Program prior to the effective date of this Ordinance are hereby ratified, confirmed and approved.

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(j) The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for all purposes.

(k) Pursuant to Section 4-232(b) of the Act, this Ordinance shall be subject to petition to referendum by the qualified voters of the Issuer in accordance with Section 82A(c) of the Charter provided that the petition is filed not later than 20 days after this Ordinance is passed by the Mayor and City Council. The provisions of Section 82A(c) of the Charter allowing for a referendum petition to be filed within 30 days following passage of a bond ordinance shall be disregarded and the provisions of Section 4-232(b) of the Act shall control the period in which any referendum petition must be filed.

(l) The Mayor's signature on this Ordinance constitutes and signifies his approval of this Ordinance as required by Section 4-232(a)(1)(ii) of the Act.

(m) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Allison K. Layton, City Clerk

Introduced: _____, 2024

Passed: _____, 2024

Effective: _____, 2024

Exhibit A. – Form of Bond

#234178;10002.080

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[FORM OF BOND]

EXHIBIT A

**United States of America
State of Maryland
Mayor and City Council of Cumberland
Infrastructure Bond, 2024 Series [A]**

No. R-_____ \$ _____

Mayor and City Council of Cumberland, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the “Issuer”), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of _____ Dollars (\$ _____), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost (“TIC”) (expressed as a yield) set forth on Exhibit A attached hereto, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on _____, 20____, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; and (b) principal of this bond shall be paid commencing on _____ and on _____ in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A “Business Day” is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as “Mayor and City Council of Cumberland Infrastructure Bond, 2024 Series [A]” (this “Bond”), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing and/or refinancing all or a portion of the costs of certain projects identified as follows:

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(A) office equipment and information technology improvements, equipment and software (including, without limitation, computers, scanners, switches, and servers), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles (including sport utility vehicles), administration vehicles, utility vehicles, light and heavy duty trucks, and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Central Services, Water Distribution, and Sanitary Sewer Departments, (C) facility and infrastructure improvements (including, without limitation, wastewater treatment plant roof replacements/improvements and HVAC improvements), (D) street improvements (including, without limitation, paving/repaving and traffic control improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, valve equipment, anthracite and sand filter media, SCADA system equipment and improvements, water main replacements, aeration return lines, sewer lining, flood gates, canal rewatering, and anaerobic digester improvements), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. _____ of the Issuer passed by the Mayor and City Council of the Issuer on _____, 2024 and effective on _____, 2024 (the “Ordinance”). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the “Administration”). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2024, between the Issuer and the Administration (the “Repayment Agreement”).

This Bond is subject to prepayment by the Issuer to the extent provided in the Repayment Agreement.

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provisions of the Repayment Agreement.

The Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment thereof

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and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This Bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this Bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this Bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

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IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its [Mayor] and its corporate seal to be affixed hereto and attested by the manual signature of the [City Clerk], as of _____, 2024.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

[City Clerk]

By: _____
[Mayor]

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BOND PAYMENT SCHEDULE

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated “[Total].”

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File Attachments for Item:

. Order 27,402 - authorizing the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland

Council Agenda Summary

Meeting Date: February 20, 2024

Key Staff Contact: Chief John “Chuck” Ternent

Item Title: Memorandum of Understanding with the Veterans Affairs

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

Authorize the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, MARTINSBURG, WV
Medical Center
AND
Cumberland City Police Department**

This Memorandum of Understanding (MOU) is entered into between the United States Department of Veterans Affairs (VA) Martinsburg, WV VA Medical Center and the Cumberland Maryland City Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the Martinsburg, WV VA Medical Center VA Police Service and Cumberland City Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Cumberland Community Based Outpatient Clinic.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) SOP Chapter II, Section M, Use of Federal and Local Authorities

3. GENERAL.

a. Cumberland Community Based Outpatient Clinic located in Cumberland, Maryland 21502 VAHCS provides primary, specialty, and extended care to Veterans throughout Maryland. The mission of the Cumberland Community Based Outpatient Clinic is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

b. The Cumberland City Police has concurrent jurisdiction with the Federal Government over Martinsburg, WV VA Medical Center properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on Martinsburg, WV Medical Center properties.

4. RESPONSIBILITIES.

a. Martinsburg, WV VA Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the Cumberland Community Based Outpatient clinic Martinsburg, WV VA Medical Center, including the building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Cumberland Community Based Outpatient Clinic.

b. Cumberland City Police will:

(1) Respond to Martinsburg WV, VA Medical Center VA Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff, or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Cumberland VA Out-Patient Clinic on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Cumberland City Police Department Central Dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the Cumberland City Police.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Cumberland City Police may provide investigative assistance to Martinsburg, WV VA Medical Center VA Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into a

partnership with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

- a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.
- b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.
- d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS MARTINSBURG WV VA MEDICAL CENTER



Troy J. Covington
Chief of Police, U.S. Dept. Veterans Affairs
Martinsburg, WV VA Medical Center

01/05/2024
Date



Kenneth W. Allensworth, FACHE
Medical Center Director / CEO

1/29/24
Date

FOR Cumberland City Police

John "Chuck" Ternent, Chief of Police

Date

File Attachments for Item:

. Order 27,403 - authorizing amendments to two 2022 annual action plan projects and two 2023 annual action plan projects for the Community Development Block Grant Program

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

ORDER NO. 27,403

DATE: February 20, 2024

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

THAT, the following amendments to two 2022 annual action plan projects and two 2023 annual action plan projects for the Community Development Block Grant Program funds be and are hereby approved effective February 20, 2024:

Project	Current	Amendment	New Total
2022 Constitution Park Improvements/Splashpad (Trails)	0	\$9,246.89	\$9,246.89
2022 Administration (surplus)	\$9,246.89	-\$9,246.89	0
2023 Jane Frazier Village Pavilion and Basketball Court Installation/Improvements	\$44,000	-\$44,000	0
2023 JFV Sidewalk Improvements	\$27,126	\$44,000	\$71,126

Raymond M. Morriss, Mayor

City of Cumberland Community Development Block Grant Program Public Notice

Substantial Amendment #1 1112024

The City of Cumberland Department of Community Development announces the Community Development Block Grant (CDBG) proposed reallocations to existing projects using surplus funds from the 2022 Administration budget from the 2022 CDBG Annual Action Plan award and surplus funds from the 2023 CDBG Annual Action Plan award. The 2022 Administration project (#14) came in under budget by \$9,246.89 and the 2023 Jane Frazier Village Pavilion and Basketball Court Installation project (#3) was canceled. The Housing Authority of the City of Cumberland was unable to expend \$44,000 originally awarded for the 2023 Jane Frazier Village Pavilion and Basketball Court Installation project (#3) due to site location ownership issues. In response to these changes, funding for two public facilities/infrastructure projects within the 2022 and 2023 CDBG Annual Action Plans will increase. The 2022 Constitution Park Improvements/Splashpad project (#2) will be increased by \$9,246.89 and the 2023 Jane Frazier Village Sidewalk Improvements project (#1) will be increased by \$44,000. Two hundred seventy-eight thousand dollars has been expended toward Splashpad area improvements, so the additional funds will support the Constitution Park Trails project. These proposed reallocations will be discussed for approval at the regular Mayor and City Council meeting on Tuesday, February 20, 2024 allowing for a 30-day public comment period beginning on January 18, 2024 through February 19, 2024.

Project Name	2022 Surplus	2023 CDBG	Lifetime total
Facilities /Infrastructure Improvements			
2022 Constitution Park Improvements/Splashpad	\$9,246.89		\$287,246.89
2023 JFV Sidewalk Improvements		\$44,000	\$71,126
TOTAL PROJECTS	\$9,246.89	\$44,000	

Written comments to Lee Borrer, Senior Community Development Specialist regarding the re-allocation of CDBG funds will be accepted through February 19, 2024 at 57 N. Liberty Street, Cumberland, Maryland 21502 or lee.borrer@cumberlandmd.gov or by calling 301 759-6437 M-F, 8:00 a.m. – 4:00 p.m.

ADV: January 18, 2024

File Attachments for Item:

. Order 27,404- authorizing the abatement of City Real Estate taxes and interest for 526 Broadway Circle (\$1933.20), 463 Goethe Street (\$3077.57) and 1034 Frederick Street (\$1,302.97)

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

ORDER NO. 27,404

DATE: February 20, 2024

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

THAT, the City Comptroller be and is hereby authorized to abate City
real estate taxes and interest owed for the following properties and tax years
listed:

Address and Tax ID	Tax Years	Tax and Interest Amount
Tax ID: 22-013750 526 Broadway Circle	2010-2023	\$1,933.92
Tax ID: 23-010119 463 Goethe Street	2017-2023	\$3,077.57
Tax ID: 23-014769 1034 Frederick Street	2023	\$1,302.97
Total		\$6,314.46

Raymond M. Morriss, Mayor



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

ROWAN KEVIN L-ANNABEL E

610 RIDGEWOOD AVE *****
CUMBERLAND, MD 21502-

Description & Location: 526 BROADWAY BET
526 BROADWAY CIR
CUMBERLAND, 21502

Instant Statement for PIDN: 22013750

Current Credit: 0.00

Date: 02/12/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax	2010		07/01/2010	01/01/0001	54.26	0.00	175.49	229.75	0.00		0.00	
Real Estate Tax	2011		06/29/2011	01/01/0001	56.96	0.00	169.86	226.82	0.00		0.00	
Real Estate Tax	2012		06/27/2012	01/01/0001	56.96	0.00	156.17	213.13	0.00		0.00	
Real Estate Tax	2013		06/26/2013	01/01/0001	56.96	0.00	142.50	199.46	0.00		0.00	
Real Estate Tax	2014		06/27/2014	01/01/0001	56.96	0.00	128.82	185.78	0.00		0.00	
Real Estate Tax	2015		07/01/2015	01/01/0001	49.24	0.00	98.98	148.22	0.00		0.00	
Real Estate Tax	2016		06/29/2016	01/01/0001	49.24	0.00	87.22	136.46	0.00		0.00	
Real Estate Tax Annual	2017		06/28/2017	01/01/0001	54.03	0.00	83.16	137.19	0.00		0.00	
Real Estate Tax Annual	2018		06/28/2018	01/01/0001	54.03	0.00	70.20	124.23	0.00		0.00	
Real Estate Tax Annual	2019		06/27/2019	01/01/0001	54.03	0.00	57.24	111.27	0.00		0.00	
Real Estate Tax Annual	2020		06/29/2020	01/01/0001	54.03	0.00	44.28	98.31	0.00		0.00	

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	30.73	0.00	17.69	48.42	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	30.73	0.00	10.37	41.10	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	30.73	0.00	3.05	33.78	0.00		0.00	
								Totals:	1933.92	0.00		

2010 - 2023
Taxes

54.26+
56.90+
56.90+
56.96+
56.96+
49.24+
49.24+
54.03+
54.03+
54.03+
54.03+
30.73+
30.73+
30.73+

014

683.87*

2010 - 2023
Interest

175.49+
169.86+
156.17+
142.50+
128.82+
98.98+
87.22+
83.16+
70.20+
57.24+
44.28+
17.69+
10.37+
3.05+

014

1,245.03*

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502



CITY OF
CUMBERLAND
MARYLAND

2017-2023
Interest

2017-2023
Taxes

IDEA OF INCREASE INC

469 W HURON ST STE 1701
CHICAGO, IL 60654-

Description & Location: 463 GOETHE ST
463 GOETHE ST
CUMBERLAND, 21502

367.29+
310.05+
252.81+
195.57+
141.23+
84.66+
25.45+

238.39+
238.39+
238.39+
238.39+
243.69+
248.98+
254.28+

007

1,377.06*

007

1,700.51*

Instant Statement for PIDN: 23010119

Current Credit: 0.00

Date: 02/12/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
Real Estate Tax Annual	2017		06/28/2017	01/01/0001	238.39	0.00	367.29	605.68	0.00		0.00	
Real Estate Tax Annual	2018		06/28/2018	01/01/0001	238.39	0.00	310.05	548.44	0.00		0.00	
Real Estate Tax Annual	2019		06/27/2019	01/01/0001	238.39	0.00	252.81	491.20	0.00		0.00	
Real Estate Tax Annual	2020		06/29/2020	01/01/0001	238.39	0.00	195.57	433.96	0.00		0.00	
Real Estate Tax Annual	2021		06/28/2021	01/01/0001	243.69	0.00	141.23	384.92	0.00		0.00	
Real Estate Tax Annual	2022		06/24/2022	01/01/0001	248.98	0.00	84.66	333.64	0.00		0.00	
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	254.28	0.00	25.45	279.73	0.00		0.00	
Totals:								3077.57	0.00			



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

HOUSING AUTHORITY FOR THE CITY

635 E FIRST ST
CUMBERLAND, MD 21502-

Description & Location: 1034 FREDERICK ST
1034 FREDERICK ST
CUMBERLAND, 21502

Instant Statement for PIDN: 23014769

Current Credit: 0.00

Date: 02/12/2024

Code	Year	Bill#	Date	Date Effective	Normal	Penalty	Interest	Due	Payment	Adj. Type	Adjust	Adj. Date
2023 Real Estate Tax Annual	2023		07/01/2023	01/01/0001	1184.52	0.00	118.45	1302.97	0.00		0.00	
Totals:								1302.97	0.00			

COOPERATION AGREEMENT

Scattered Site Housing – 1034 Frederick Street

This Cooperation Agreement ("Agreement") entered into this 2nd day of March 2021, by and between the Housing Authority of the City of Cumberland (referred to as the Local Authority) and Mayor and City Council of Cumberland (referred to as City), witnesseth:

WHEREAS, The Housing Authority of Allegany County, Maryland received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 17 units of low-rent that were developed and located within the corporate limits of Allegany County referred to as Scattered Site Housing.

WHEREAS, The Housing Authority of Allegany County and Allegany County entered into several Cooperation Agreements dated May 12, 1982, December 16, 1983 and May 9, 1984, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, under an approved Demolition/Disposition Agreement with HUD in 2006, HUD granted approval to dispose of these 17 units and to use the proceeds of sale for the development of replacement units which actions the Local Authority has recently completed and the reason for this amended agreement;

WHEREAS, with the approval of HUD, the City of Cumberland and Allegany County, the Housing Authority of Allegany County was transferred into the Local Authority effective April 1, 2019 with no change in mission, program affiliation or general operations; and

WHEREAS, in an effort to update the existing agreement for the Scattered Site Housing, the parties wish to enter into this new Cooperation Agreement.

NOW THEREFORE THE PARTIES AGREE:

(1) Whenever used in this agreement:

- (a) The term "project" shall mean those units of low-rent housing known as Scattered Site Housing located at: 1034 Frederick Street, Cumberland previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term "taxing body" shall mean the State of Maryland or any political subdivision or taxing unit thereof (including City of Cumberland) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term "shelter rent" shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the

Local Authority of all dwelling and non-dwelling utilities.

- (d) The term "slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake to develop and administer of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either
 - (a) such project is used for low-rent housing purpose, or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called payments in lieu of taxes) in lieu of such taxes, special assessments, registration or licensing fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this cooperative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

City agrees that payments in lieu of taxes made under this contract shall be distributed as follows: 20% to Allegany County, and 80% to City of Cumberland; provided, however, that the total payment for any year made to the City or County shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said City shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to

the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by City only as long as:

- (a) the project shall be owned and used for the provision of rental housing and "service facilities" as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;
- (b) the Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) from time to time, upon the request of City, the Local Authority provides City or its authorized representative, all financial and other information required by City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of:

- (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and
 - (b) real estate taxes due and payable to City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest's real estate taxes that are due and payable to any entity other than City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.
- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
- (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the

public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets; alleys, sidewalks, sewer and water systems; snow removal; garbage, trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;

- (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project.
 - (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with development and administration of such project, provided they are not in contrary to the City interests.
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City code. Therefore, the Local Authority shall not be subject to City rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and Local Authority or shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City/County hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time

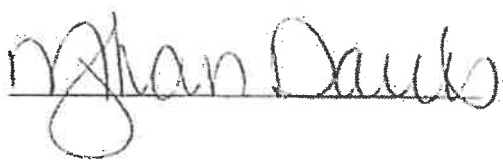
the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.

- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.
- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

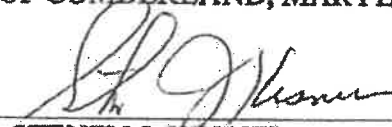
In witness whereof, the City of Cumberland and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND



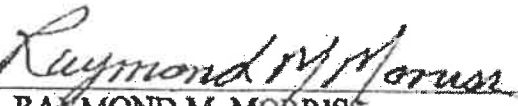
By:


STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND



By:


RAYMOND M. MORRIS
Mayor

File Attachments for Item:

. Order 27,405 - authorizing the purchase of two (2) new International HV507 SFA 4WD trucks from Ascendance Truck Centers at a cost of \$126,090 for each truck, for a total amount not to exceed \$252,180

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

ORDER NO. 27,405

DATE: February 20, 2024

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

THAT, the proposal from Ascendance Truck Center, 1810 S. 19th St., Harrisburg, PA 17104 to supply two (2) 2025 International HV507 SFA 4WD Trucks at the total amount not to exceed Two Hundred Fifty-Two Thousand One Hundred Eighty Dollars and No Cents (\$252,180) is hereby accepted; and

BE IT FURTHER ORDERED, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
001.056.64000 - \$126,090
002.220.64000 - \$126,090

Council Agenda Summary

Meeting Date: February 20, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of Two New International HV507 SFA 4WD Trucks from Ascendance Truck Centers, 1810 S. 19th Street, Harrisburg, PA 17104 – 3205 for an amount not to exceed \$252,180.

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

Requesting an order to accept the purchase of Two New International HV507 SFA 4WD Trucks from Ascendance Truck Centers for an amount not to exceed \$252,180. Each truck is the same amount at \$126,090. Ascendance Truck Centers is offering CoStars Contract 025-E23-577 pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). These trucks will be used in daily operations by the Water and Street Departments as well as in emergency snow removal operations.

Amount of Award:

\$252,180

Budget number:

001.056.64000 (Street Department) - \$126,090

002.220.64000 (Water Department) - \$126,090

Grant, bond, etc. reference:

N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$178,339.00
PDI	\$495.00	
Total Preparation And Delivery:		\$495.00
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$181,934.00
Less Customer Allowance:		(\$55,844.00)
Total Vehicle Price:		\$126,090.00
Total Sale Price:		\$126,090.00
Total Per Vehicle Sales Price:		\$126,090.00
Net Sales Price:		\$126,090.00

Truck chassis priced in accordance with Costars Contract 025-E23-577.

This proposal is to replace the quote and order from January 2022

Chassis payment due 30 days after delivery to specified body company, unless otherwise noted.

Purchaser acknowledges that pricing is based on vehicle(s) being produced as the Model Year identified in this proposal. If supply chain disruptions prevent vehicle(s) from being produced as the identified Model Year, pricing will be renegotiated, and Customer will have the option to pay renegotiated price or cancel this order. Purchaser also acknowledges that manufacturer and or subcontractors including body companies may pass price increases or surcharges to Seller which will be passed on to Purchaser.

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

Thanks,

Bill Beck
717.614.4804P
bill.beck@fivestartrucks.com

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

MAYOR & CITY COUNCIL OF CUMBERLAND, MD
Firm or Business Name

[Signature] - FLEET MANAGER 2/7/24
Authorized Signature and Date

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

FLEET MANAGER 2/7/2024
Official Title and Date

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

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

2/7/24, 9:15 AM

City of Cumberland, MD Mail - Spreadsheet for Capital Expenditures



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Spreadsheet for Capital Expenditures

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Feb 6, 2024 at 10:18 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Mark, I was just checking to see if you have heard anything on being able to purchase these two 5 ton dump trucks. I am afraid the order banks are going to close. Second, I have gotten two different Ford F150 quotes back and one from a chevrolet dealer. All using purchasing co-ops. I'd like to move forward with the cheapest option which is for \$45195 each. Is it ok to move forward with these 1/2 Tons? Please let me know if you have any questions.

Thanks,
Brian

[Quoted text hidden]

2/7/24, 9:16 AM

City of Cumberland, MD Mail - Spreadsheet for Capital Expenditures



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Spreadsheet for Capital Expenditures

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Tue, Feb 6, 2024 at 10:25 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Hi Brian,

Yes, please proceed on the budgeted 1/2 tons and the budgeted dump trucks.

Best regards,

Mark

[Quoted text hidden]

File Attachments for Item:

. Order 27,406 - authorizing the purchase of two (2) new International HV507 SFA 4WD truck dump body, plow, and spreader upfits from Somerset Welding & Steel, Inc. at a cost of \$69,875 each, for a total amount not to exceed \$139,750

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

ORDER NO. 27,406

DATE: February 20, 2024

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

THAT, the proposal from Somerset Welding & Steel, Inc., 10558 Somerset Pike, Somerset, PA 15501 to supply two (2) Dump Body, Plow and Spreader Upfits to two (2) 2025 International HV507 SFA 4WD Trucks at the total amount not to exceed One Hundred Thirty Nine Thousand Seven Hundred Fifty Dollars and No Cents (\$139,750.00) is hereby accepted; and

BE IT FURTHER ORDERED, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
001.056.64000 - \$69,875.00
002.220.64000 - \$69,875.00

Council Agenda Summary

Meeting Date: February 20, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of Two New International HV507 SFA 4WD Truck Dump Body, Plow and Spreader Upfit's from Somerset Welding & Steel, Inc., Somerset, PA 15501 for an amount not to exceed \$139,750.

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

Requesting an order to accept the purchase of Two New International HV507 SFA 4WD Trucks Dump Body, Plow and Spreader Upfit's from Somerset Welding & Steel, Inc. for an amount not to exceed \$139,750. Each truck dump body, plow and spreader upfit costs \$69,875. Somerset Welding & Steel is offering us CoStars Contract 025-E23-577 pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). These trucks will be used in daily operations by the Water and Street Departments as well as in emergency snow removal operations.

Amount of Award:

\$139,750

Budget number:

001.056.64000 (Street Department) - \$69,875

002.220.64000 (Water Department) - \$69,875

Grant, bond, etc. reference:

N/A



Somerset Welding & Steel, Inc.
10558 Somerset Pike

Somerset, PA 15501
Phone: (814) 444-3400 Fax: (814) 443-2621

Quote: 93242 #2
Type: DA2
Order:
PO No:
Stock: N

Eng/Autl
02/08/24 09:2
Page

Customer

CITY OF CUMBERLAND
57 NORTH LIBERTY ST
57 N LIBERTY ST
CUMBERLAND MD 21502
Attn: BRIAN BROADWATER
Phone: 301-759-6627
Fax: 301-759-6413
End User: COSTARS-25

CSID: 92372

Brief Description

Medium Duty Alum Dynahauler Classic

Number of Units: 1
Sales Rep: Larry Faidley
814-442-5164

Warranty Yrs: 1
Entered By: LDF

Inside Sales: Ed Lyons
E-Mail: brian.broadwater@cumberlandmd.

Make: ??	CT: ??	Serial No: ??	Axle Spread:
Model: ??	Due Date: ??	Hinge/EOB: ??	Trans No: AUTO
Year: ??	Wheel Base: ??	Tire/EOB: ??	Deliver: Y Installed: Y
Color: ??	CA: ??	Tire Size: ??	Pickup: N Build & Ship: N

BODY:	LENGTH	10' 6"
	WIDTH	96.000"
	HEIGHT	20"
SIDES:	MATERIAL	3/16" ALUM ENHANCED
	INTERMEDIATE SIDE POSTS	4 Intermediate Posts
	POST MATERIAL	Square Post
	DIRT SHEDDERS	3/16" ALUM ENHANCED
	CATWALK	* * NONE * *
	TOP RAIL	4" Extruded Top Rail
	BOARD	P Pine
FLOOR:	SHEET	1/4" Alum Floor Plt
	RADIUS CORNERS	Inside radius corners
	REAR SKIRT	Full Rear Skirt
UNDERSTRUCTURE:	LONGITUDINALS	6" I-Beam @ 5.22#
	TYPE	4" I-Beam @2.70# 12" Centers
	BOTTOM RAIL	Standard Bottom Rail
BULKHEAD:	MATERIAL	1/4" ALUM ENHANCED
	CAB SHIELD LENGTH	1/2 (24")
	CAB SHIELD WIDTH	Full Width
	CAB SHIELD FACE	6" May Be Adjusted at Construction
	CAB SHIELD GAUGE	3/16" Alum Sheet
	TARP	ROLL-RITE 10-13' ASPH TARDER
	CAB SHIELD DESC	
TAILGATE:	REAR CORNER POST HGHT	37" Post Height
	TYPE	Standard Top Hardware
	STYLE	Vertical Paneled Gate
	SHEET	1/4" ALUM ENHANCED
	HEIGHT	36 "
	SLOPE	0"
	NUMBER OF PANELS	3 Panel
	NUMBER OF COAL DOORS	Three Coaldoors
	COAL DOOR MATERIAL	1/4" Stainless 304
	TG CHAIN & HARDWARE	TG Chains & Hardware
	BOTTOM STIFFENER	Bottom Gate Stiffener
	CONTROLS	Air Operated T-Gate Latch
HYDRAULICS:	TELESCOPIC CYLINDERS	NO CYLINDER
	PTO	Muncie World Class Hot Shift
	PUMP	Tandem Gear Pump (PTO Mount)
	PACKAGE	JJ 60825 DA, Type 5, Low Mount, Al Body
	CENTRAL	LD #55- DA Hoist, Plow, Angle, Man Spreader
	CONTROLS	Cab Controls as Required
	AIR	
ACCESSORIES:	TANK	Oil Tank-Alum Cntrl Hyd 30 gal
	LADDERS FRONT	Slide-out Ladder 3-step Alum
	TARP RAIL	Grooved Tarp Rail, Both Sides

(Continued on Next Page)

Somerset Welding & Steel, Inc.
10558 Somerset Pike

Order:
PO No:
Stock: N

Page :

Somerset, PA 15501
Phone: (814) 444-3400 Fax: (814) 443-2621

Customer

Brief Description

CITY OF CUMBERLAND
57 NORTH LIBERTY ST
57 N LIBERTY ST
CUMBERLAND MD 21502
Attn: BRIAN BROADWATER
Phone: 301-759-6627
Fax: 301-759-6413
End User: COSTARS-25

CSID: 92372

Medium Duty Alum Dynahauler
Classic

Warranty Yrs: 1
Number of Units: 1 Entered By: LDF
Sales Rep: Larry Faidley
Inside Sales: Ed Lyons
E-Mail: brian.broadwater@cumberlandmd.g

LIGHTS:	STRIPE	Stripe, Red/White, 1, 11x7, 981-32
	SUB-FRAME	Rubber Cushion
	MUDFLAPS	J & J Mudflaps
	MUD SHIELDS	Standard Splash Shields
	LIGHT PACKAGE	LED Marker/Clearance Lights
	POST LIGHT	OVAL COMBO LED STT/BU IN POST
	AUX LIGHTS	Spreader Light LED
		Left
	AUX LIGHTS	Spreader Light LED
		Right
	AUX LIGHTS	Plow Lts., LED w/Heated lenses
		Fender mounted
PAINT	AUX LIGHTS	6 Strobe 4 Cabsh, 2 Rear Post
	BOARDS	One Color Match Cab
	BODY	Acid Clean

(Included Equipment)

1	LIGHTS	GROMMET THRU ALL METAL FOR WIRING
10	REAR	ICC BUMPER, STEEL 2" SQ TUBE PIN-ON
13	PLOW	INSTALL PLOW - TO BE SPECIFIED
	MARKERS, CURB	9'X36" POWER ANGLE VALK PLOW, RUBBER DEF. SHOES, WEAR SHOES, CUSHION CHAIN LIFT, & SWIEVEL BAR
20	HYDRAULICS	HITCH, BUMPER/FRAME (QUICK HITCH) 3" X 10" DA CYL.
23	HYDRAULICS	SPREADER, HYD, SWENSON, HYD SS UG SADS CENTER DISCHARGE, POLY SPINNER
	DIRECT DRIVE	
28	HYDRAULICS	DROPDOWN STYLE SAFETY PROP W/POCKET
33	HYDRAULICS	FILTER W/SEND UNIT, SIGHT/TEMP. GAUGE AND MAGNETIC DRAIN PLUG
38	HYDRAULICS	MATING HALVES FOR QUICK COUPLERS
13	HYDRAULICS	LOW OIL SHUTDOWN W/ID LIGHT INTEGRATE TO PTO FOR GEAR PUMP
	WITH HOTSHIFT PTO,	
16	HYDRAULICS	AIR CONTROLS FOR H.F. HYD'S. 3 FUNCT FOR PLOW AND BODY, DUAL AXIS
	ON PLOW, CLOSE TO OPERATOR	ROTATED FOR EASE OF OPERATION
18	SIDE	GRAB HANDLE (ALUM) FULL LENGTH, LEFT FRONT

(Continued on Next Page)

02/08/24 09:27

Somerset Welding & Steel, Inc.
10558 Somerset Pike

Quote: 93242 # 2

Eng/Autl

Order:
PO No:
Stock: N

Page :

Somerset, PA 15501
Phone: (814) 444-3400 Fax: (814) 443-2621

Customer

Brief Description

CITY OF CUMBERLAND
57 NORTH LIBERTY ST
57 N LIBERTY ST
CUMBERLAND MD 21502
Attn: BRIAN BROADWATER
Phone: 301-759-6627
Fax: 301-759-6413
End User: COSTARS-25

CSID: 92372

Medium Duty Alum Dynahauler
Classic

Warranty Yrs: 1
Number of Units: 1 Entered By: LDF
Sales Rep: Larry Faidley
Inside Sales: Ed Lyons
E-Mail: brian.broadwater@cumberlandmd.g

53 1 REAR TG SPILL PLATE AL NO RADIUS W/ANGLE
BOLTED PLATE TO ANGLE
58 1 REAR TAILGATE CHAIN COVERS
53 1 OTHER MUDFLAP HOOKS
58 1 OTHER FLARE KIT, TRIANGLE (INSTALLED)
73 1 OTHER FIRE EXTINGUISHER (INSTALLED)
REAR
78 1 PAINT CONSPICUITY TAPE BOTH SIDES & REAR
33 1 REAR PINTLE HOOK R30 WALLACE 30 TON
ADD D-RINGS
38 1 OTHER INSTALL CUSTOMERS AIR TRAILER PKG.
AND OEM PLUG

Price / Unit Including Options: \$69,725.00
Delivery Charge / Unit: 150.00

Total Due: \$69,875.00

Est Volume:

Appx. Weight: 6,386 lb:
4.8 CU YD:
Terms: NET 30 DAYS

Special Remarks:

Request a factory PTO switch in order to set RPM and speedo protection at hydraulic engagement. Customer to determine maximum speed requested limit.

NOTE: FREIGHT IS TO CUMBERLAND MD.

*****: CHASSIS MUST HAVE A FRONT FRAME EXTENSION SUPPLIED FROM CHASSIS DEALER.

*****: CHASSIS TO HAVE OEM PLOW LIGHT SWITCH.

Unless indicated above, F.E.T., and sales tax are NOT included in price.

NOTE: If a purchase order is required for payment, the purchase order must be provided before we enter this quote as an order and order any material for this job.

(Continued on Next Page)

02/08/24 09:27

Somerset Welding & Steel, Inc.
10558 Somerset Pike

Quote: 93242 # 2

Eng/Autl

Order:

Page .

PO No:

Stock: N

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Classic

Warranty Yrs: 1

Number of Units: 1 Entered By: LDF

Sales Rep: Larry Faidley

Inside Sales: Ed Lyons

E-Mail: brian.broadwater@cumberlandmd.g

NOTICE: If your chassis has a set back front axle and an Allison World Class 4000 series transmission, interference between your PTO and your spring hanger could necessitate an additional \$1000.00 up charge for a non-typical PTO/Pump application. This may or may not be applicable to your specific chassis. Not applicable to this proposal.

Truck frames must be received ready to accept body. Relocation of battery boxes and air tanks will be quoted separately upon truck chassis arrival as appropriate. Somerset Welding will not be responsible for moving these items at no cost.

PLOW SHIPPING METHODS: The snow plow will be shipped inside the dump body if it fits. If the plow does not fit inside the body or at the customer's request, the plow will be palletized and shipped separately. The costs to ship separately will be paid by the customer. Shipping plow inside the body will require tie down provisions in the corners and/or cribbing to secure the plow during transit. The customer acknowledges that they accept all responsibility for safely unloading the plow and other components. The customer, by means of a signed customer quote or authorized purchase order acknowledges this risk and agrees to indemnify and hold J&J harmless for any injuries or damage to the chassis, body, plow or other components.

NOTE: When using this hoist, the following chassis cannot be used: Any Chassis with air ride suspension; the Volvo VHD with the wide flange frame rails; and the Mack RD, CV712 & CV713 because of the stabilizer mounting ears on the rear end housing. Check with your sales representative if you have questions about your application.

Please review carefully. If you have any questions, contact this office or your sales representative. If there are no questions, please sign and return one of the enclosed copies. We must have a signed copy of this quotation before we process and fabricate your order. **J&J reserves the right to requote due to high cost increases in materials from our vendors and market fluctuations.**

Payment

Terms: NET 30 DAYS

PRICE SUBJECT TO CHANGE
AFTER 7 DAYS

If accepted, changes to orders within two weeks of scheduled production will incur a \$150.00 administrative fee plus the option cost and may delay scheduled delivery.

By: [Signature] - FLEET MANAGER
(Customer Signature)

Date: 2/8/24

2/7/24, 9:15 AM

City of Cumberland, MD Mail - Spreadsheet for Capital Expenditures



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Spreadsheet for Capital Expenditures

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Feb 6, 2024 at 10:18 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Mark, I was just checking to see if you have heard anything on being able to purchase these two 5 ton dump trucks. I am afraid the order banks are going to close. Second, I have gotten two different Ford F150 quotes back and one from a chevrolet dealer. All using purchasing co-ops. I'd like to move forward with the cheapest option which is for \$45195 each. Is it ok to move forward with these 1/2 Tons? Please let me know if you have any questions.

Thanks,
Brian

[Quoted text hidden]

2/7/24, 9:16 AM

City of Cumberland, MD Mail - Spreadsheet for Capital Expenditures



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Spreadsheet for Capital Expenditures

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Tue, Feb 6, 2024 at 10:25 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Hi Brian,

Yes, please proceed on the budgeted 1/2 tons and the budgeted dump trucks.

Best regards,

Mark

[Quoted text hidden]

File Attachments for Item:

. Order 27,407 - authorizing the purchase of four (4) new 2024 Ford F150 pickup trucks from Coccia Ford at a cost of \$45,195 each, for a total amount to exceed \$180,780

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

ORDER NO. 27,407

DATE: February 20, 2024

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

THAT, the proposal from Coccia Ford, 577 E. Main St., Wilkes-Barre, PA, 18702 to supply four (4) 2024 Ford F150 Pickup Trucks at the total amount not to exceed One Hundred Eighty Thousand Seven Hundred Eighty Dollars and No Cents (\$180,780) is hereby accepted; and

BE IT FURTHER ORDERED, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
001.068.64000 - \$45,195.00
002.220.64000 - \$90,390.00
003.320.64000 - \$45,195.00

Council Agenda Summary

Meeting Date: February 20, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of Four New Ford F150 Pickup Trucks from Coccia Ford, 577 E. Main Street, Wilkes-Barre, PA 18702 for an amount not to exceed \$180,780.

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

Requesting an order to accept the purchase of Four New Ford F150 Pickup Trucks from Coccia Ford for an amount not to exceed \$180,780. Each truck is the same amount at \$45,195. Coccia Ford is offering CoStars Contract 013-E23-296 pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). These trucks will be used in daily operations by the Water, Sewer and the Central Services Departments.

Amount of Award:

\$180,780

Budget number:

001.068.64000 (Central Services) - \$45,195

002.220.64000 (Water Department) - \$90,390

003.320.64000 (Sewer Department) - \$45,195

Grant, bond, etc. reference:

N/A



Preview Order F151 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 01/30/2024 08:30:32 Receipt: 1/29/2024

Dealership Name: Coccia Ford

Sales Code : F16302

Dealer Rep.	Nelson Raines	Type	Fleet	Vehicle Line	F-150	Order Code	F151
Customer Name	mayor and cit	Priority Code	D1	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB XL - 145	\$44980	FRONT LICENSE PLATE BRACKET	\$0
145 INCH WHEELBASE	\$0	BLACK PLATFORM RUNNING BOARDS	\$250
TOTAL BASE VEHICLE	\$44980	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
VINYL 40/20/40 FRONT SEAT	\$0	INTEGRATED TRAILER BRAKE CONT	\$275
MEDIUM DARK SLATE	\$0	PRICE CONCESSION INDICATOR	\$0
EQUIPMENT GROUP 101A	\$0	REMARKS TRAILER	\$0
.XL SERIES	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
.17" SILVER STEEL WHEELS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
2.7L V6 ECOBOOST	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	FUEL CHARGE	\$0
.265/70R 17 BSW ALL-TERRAIN	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
3.55 RATIO REGULAR AXLE	\$0	PRICED DORA	\$0
6550# GVWR PACKAGE	\$0	ADVERTISING ASSESSMENT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	DESTINATION & DELIVERY	\$1995
TOTAL BASE AND OPTIONS		MSRP	\$48095
DISCOUNTS			NA
TOTAL			\$48095

ORDERING FIN: QL116 END USER FIN: QL116

INCENTIVES

Acc. Code ID :10 Contract/Ref # :04-073R Bid Date :09/05/23State : MD

DISCOUNTS:

\$-1300.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Ford F150 Super Cab

City of Cumberland

Pricing Summary

Vehicle Pricing		MSRP
Base Vehicle Price		\$ 44,980.00
Options		\$ 1,120.00
Colors		
Upfitting		
Fleet Discount		
Fuel Charge		
Destination Charge		\$ 1,995.00
Subtotal		\$ 48,095.00
Pre-Tax Adjustments		
Description		MSRP
Coccia Ford Discount and Costars Concession		-\$ 2,900.00
Total		\$ 45,195.00

$$\text{QUANTITY} - 4 \times \$45,195.00 = \$180,780$$

DBT - Fleet Manager
Customer Signature

2/7/2024
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2/7/24, 9:15 AM

City of Cumberland, MD Mail - Spreadsheet for Capital Expenditures



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Spreadsheet for Capital Expenditures

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Feb 6, 2024 at 10:18 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

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2/7/24, 9:16 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Hi Brian,

Yes, please proceed on the budgeted 1/2 tons and the budgeted dump trucks.

Best regards,

Mark

[Quoted text hidden]

File Attachments for Item:

. Order 27,408 - authorizing the Chief of Police to accept a FY24 Project Safe Neighborhoods Grant in the amount of \$116,330, which will be used to address violence in our communities through community bike patrols, community meetings and technology

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

ORDER NO. 27,408

DATE: February 20, 2024

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

THAT, the Chief of Police be and is hereby authorized to accept a Project Safe Neighborhoods grant for FY24 for One Hundred Sixteen Thousand Dollars and No Cents (\$116,000.00) for to address violence in our communities through community bike patrols, community meetings and technology.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 20, 2024

Key Staff Contact: Chief of Police

Item Title: FY24 Project Safe Neighborhoods Grant

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

Authorize the Chief of Police to accept a FY24 Project Safe Neighborhoods Grant in the amount of \$116,330 which will be used to address violence in our communities through community bike patrols, community meetings and technology.

Amount of Award: \$116,330

Budget number:

Grant, bond, etc. reference: Grant



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

February 15, 2024

Chief Chuck Tement
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: PSNM-2022-0002

Dear Chief Tement:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**FY24 Project Safe Neighborhoods - Cumberland**," in the amount of \$116,330.00 has received approval under the Project Safe Neighborhoods - District of Maryland Prosecution (Gun) program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department (CPD) intends to administer Project Safe Neighborhood (PSN) within Cumberland, Maryland, which mandates focus to develop, implement, and support anti-gang prevention and violent crime enforcement strategies through dedicated partnerships. CPD will work with all of the allied agencies in our surrounding area to significantly reduce guns and violent crime problems in our Cumberland city area. The PSN program funds provide personnel, equipment, and training to fight back on anti-gang and anti-gun prevention and enforcement strategies throughout this program to make the community a safer place to reside and work.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Genevra Farrare**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Ms. Samantha Twigg-Fry



2/15/2024

Governor's Office of Crime Control and Prevention



Control Number:

47642

Regional Monitor:

Farrare, Geneva

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number: PSNM-2022-0002

Sub-recipient: Cumberland Police Department

Project Title: FY24 Project Safe Neighborhoods - Cumberland

Implementing Agency: Cumberland Police Department

Award Period: 02/01/2024 - 01/31/2025

CFDA: 16.609

Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$116,330.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$116,330.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Project Safe Neighborhoods

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

15PBJA22GG00773GUNP



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Farrare, Genevra
Lee, Dorothy

Budget Notice

Grant Award Number: PSNM-2022-0002
Sub-recipient: Cumberland Police Department
Project Title: FY24 Project Safe Neighborhoods - Cumberland
Implementing Agency: Cumberland Police Department
Award Period: **02/01/2024 - 01/31/2025**

CFDA: 16.609
Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$116,330.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$116,330.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
CPD PSN Investigation Overtime	Overtime	Grant Funds	\$40,500.00
Personnel Total:			\$40,500.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Agency PSN Overtime	Grant Funds	1	\$20,000.00	\$20,000.00
Contractual Services Total:				\$20,000.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Bike Helmets	Grant Funds	18	\$55.00	\$990.00
Bike Uniforms/Gear	Grant Funds	1	\$5,470.00	\$5,470.00
i2 Analysis Software	Grant Funds	1	\$23,590.00	\$23,590.00
Open Source Intelligence Training	Grant Funds	1	\$9,000.00	\$9,000.00
Police Bikes w/ Accessories	Grant Funds	6	\$2,550.00	\$15,300.00
Project Connect-- Journal Portfolio	Grant Funds	110	\$13.45	\$1,480.00
Other Total:				\$55,830.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 2/14/2024

File Attachments for Item:

. Order 27,409 - authorizing the award to Ameri-Seal, LLC to provide mill, patch and paving work on Nemacolin Avenue in the not to exceed amount of \$34,910.73

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

ORDER NO. 27,409

DATE: February 20, 2024

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

THAT, the award to Ameri-Seal, LLC., 12 Davis Ave. Frederick, Maryland 21701, to mill, patch and pave Nemacolin Avenue between Richwood Avenue and Longwood Avenue (City Project 2023-07-PVG) be and is hereby approved in the amount not to exceed Thirty Four Thousand Nine Hundred Ten Dollars and Seventy Three No Cents (\$34,910.73).

Raymond M. Morriss, Mayor

Budget: 127.101.63000

Council Agenda Summary

Meeting Date: 2/20/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Nemacolin Ave Paving (2023-07-PVG)

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

THAT, the award to Ameri-Seal LLC to provide mill, patch and paving work on Nemacolin Avenue be and is hereby approved in the estimated unit price amount of \$34,910.73. This was additional work requested by the City when Columbia Gas was paving their work-site after gas line installation.

This project involves paving approximately 1,070 SY on the listed street.

The project is budgeted for this fiscal year, and utilizes City funds.

Amount of Award: \$34,910.73

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Fwd: Columbia/NPL: Longwood Ave

1 message

Matt Idleman <matt.idleman@cumberlandmd.gov>
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Dec 28, 2023 at 11:16 AM

Bobby's email in the middle of this explains what was covered by Columbia Gas and what the City is paying for. We don't need any reimbursement because they used CG's paving contractor.

Matt Idleman, PE

City of Cumberland, MD

301-759-6503

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

From: **Smith \ David \ Norman** <dnsmith@nisource.com>

Date: Fri, Oct 27, 2023 at 3:34 PM

Subject: RE: Columbia/NPL: Longwood Ave

To: Robert Smith <robert.smith@cumberlandmd.gov>, Dan DeWitt <ddewitt@alleganygov.org>, Root \ Kimberly \ Anne <KRoot@nisource.com>

Cc: Greise \ Nathan \ Patrick <NGreise@nisource.com>, Matt Idleman <matt.idleman@cumberlandmd.gov>, Adam Patterson <adam.patterson@alleganygov.org>, Bandeff \ Alexander \ Joseph <ABandeff@nisource.com>, Jarvie \ Daniel \ James <DJarvie@nisource.com>

Good Afternoon Kim,

Below is the City of Cumberland's requirements for the Longwood Avenue Project.

Can you please verify for the City if our contractor will pave the additional sections and the City will reimburse our contractor that cost?

If you have any questions on the City or County Requirements for the Longwood Avenue Project that I have forwarded you this afternoon, please feel free to contact me at any time.

Thanks,

David Smith**Columbia Gas of Maryland****Field Engineer****724-208-6395**

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

Sent: Friday, October 27, 2023 3:17 PM

To: Dan DeWitt <ddewitt@alleganygov.org>

Cc: Greise \ Nathan \ Patrick <NGreise@nisource.com>; Smith \ David \ Norman <dnsmith@nisource.com>; Matt Idleman <matt.idleman@cumberlandmd.gov>; Adam Patterson <adam.patterson@alleganygov.org>

Subject: Re: Columbia/NPL: Longwood Ave

Nathan - Per Dan's email, the City requires Columbia Gas to permanently patch their trench, mill one full lane to a 2" depth and install a 2" overlay on the milled lane. The limits of this paving shall go from the termination of the County OP road to the lane's intersection with Nemacolin Ave.

Also, the City will reimburse Columbia Gas' contractor for milling/overlaying the other City lane on Longwood Ave. The limits of the City's paving on Longwood shall begin at the end of the County OP road as Dan has designated and shall terminate at the lateral joint near Seton Drive.

The end result of this work will be curb to curb paving of Longwood Ave. Any Columbia Gas disturbance of Longwood, if any, between the County's OP road and its intersection w/ Braddock Road shall only require a permanent patch.

The City also requests for Columbia Gas' contractor to perform a 2" mill/overlay (Edge of PVMT to Edge of PVMT) of Nemacolin Ave between its intersections with Richwood Ave and Longwood Ave. The City will reimburse the contractor for their cost.

If Columbia Gas' contractor wishes to not perform the additional City work, I respectfully request that they inform as early as possible so that I can make other arrangements. Call me with any questions. I can be available Monday to discuss this with field personnel. Thanks.

Robert Smith, P.E.

Director of Engineering and Utilities

City of Cumberland

[57 N. Liberty Street](#)

[Cumberland, MD 21502](#)

[Office 301-759-6600](#)

[Direct 301-759-6601](#)

[Cell 301-268-1180](#)

[FAX 301-759-6608](#)

email: robert.smith@cumberlandmd.gov

On Fri, Oct 27, 2023 at 1:33 PM Dan DeWitt <ddewitt@alleganygov.org> wrote:

Hi Nathan/David:

We have completed a review of the impacts to Longwood on the "Other Public" (O.P.) portion. The O.P. portion of Longwood is approximately 880 LF (as seen below). Based on the observed impacts, our restoration requirements will be as follows:

- hot mix asphalt (HMA) trench patch for all trenches within the roadway
- full-width 2" mill
- full-width 2" HMA overlay

The O.P. portion in question begins at the bottom of the driveway for 1071 Longwood and proceeds northwest until just north of the driveway for 1044 Longwood. Please see green line on the screencap below to represent the O.P. portion of Longwood.

I have been in discussion with the City of Cumberland and they will follow up via separate e-mail re: restoration on City-maintained streets (remaining portion of Longwood, etc.).



Please contact me early next week with any questions on the above.

Thanks,
Dan



Daniel S. DeWitt, P.E.

County Engineer

Department of Public Works

Allegany County Government

t: 301-876-9560 | m: 301-707-4717

w: <http://www.alleganygov.org>

a: Allegany County Complex
701 Kelly Road
Cumberland, Maryland 21502

On Fri, Oct 27, 2023 at 8:47 AM Dan DeWitt <ddewitt@alleganygov.org> wrote:

Hi everyone,

I have spoken to AJ about this area and he's provided me with a linear length of NPL impact of 1338'. Adam Patterson and I will be reviewing this area later today. After that, I will discuss with the City of Cumberland and then reach back out to the larger group to provide required restoration details for the other public (O.P.) portion of Longwood.

Thanks,

Dan

I will reach

On Thu, Oct 19, 2023 at 3:12 PM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Nathan - I would like to know what's actually being done on the City owned portions of the street. I have some flexibility to extend the paving beyond what you are going to do if it makes sense. Thanks.

Robert Smith, P.E.

Director of Engineering and Utilities

City of Cumberland

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email: robert.smith@cumberlandmd.gov

On Thu, Oct 19, 2023 at 3:09 PM Greise \ Nathan \ Patrick <NGreise@nisource.com> wrote:

Dan,

We will have someone out in the neighborhood tomorrow to get the communication out about the pending restoration.

Once received I will get you an exact timeframe for the work, so you all have visibility to it.

Thanks,

Nathan Greise

Field Engineer

Columbia Gas of PA & MD

(301)-268-3305

From: Dan DeWitt <ddewitt@alleganygov.org>

Sent: Thursday, October 19, 2023 1:24 PM

To: Greise \ Nathan \ Patrick <NGreise@nisource.com>; Smith \ David \ Norman <dnsmith@nisource.com>

Cc: Adam Patterson <adam.patterson@alleganygov.org>; Robert Smith <robert.smith@cumberlandmd.gov>

Subject: Columbia/NPL: Longwood Ave

USE CAUTION: This email was sent from an external source. Think before you click links or open attachments. If suspicious, please forward to security@nisource.com for review.

Gentlemen:

City and County officials are in receipt of a hand-delivered letter from residents in the Longwood Drive area complaining about the work done by Columbia Gas/NPL. The residents in this area are

not happy with the condition of the roadway now that work has been completed.

Per my comments sent as part of the permitting process, the County would provide restoration requirements on all "other public"/non-City streets.

I recall discussing Seneca Ave with the two of you awhile back but do not believe we've discussed Longwood in detail. Is the work now done? If so, the road restoration needs to begin accordingly and information should be provided to the homeowners that the final restoration effort will be done before winter arrives.

Please advise.

Thank you,

Dan



Daniel S. DeWitt, P.E.

County Engineer

Department of Public Works

Allegany County Government

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File Attachments for Item:

. Order 27,410 - amending Order No. 27,297 originally approved on August 15, 2023, due to the purchase of an additional module at the request of the Water Department to handle service line inventory with an increased cost not to exceed \$250.00 from Link Computer Corporation bringing the new contract total to \$45,079.12

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

ORDER NO. 27,410

DATE: February 20, 2024

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

THAT, Order No. 27,297 approved on August 15, 2023, be and is hereby amended due to the purchase of an additional module at the request of the Water Department to handle service line inventory with an increased cost not to exceed Two Hundred Fifty Dollars and No Cents (\$250.00) from Link Computer Corporation bringing the new contract total to Forty Five Thousand Seventy Nine Dollars and Twelve Cents (\$45,079.12).

Mayor Raymond M. Morriss

Budget: 003.330.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Change Order: MuniLink Utility Billing System Hosting and Support, additional \$50 per month for Service Line Inventory Manager Module fee

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

IT requests a change order for costs not to exceed \$45079.12 for MuniLink Utility Billing System hosting and support. We have been using this system for over three years. We use it to generate utility bills for water, sewer, and trash service. We pay on a monthly basis. The Water Department added a module recently to handle service line inventory which added \$50 per month to the cost. The revised cost reflects this addition.

It is budgeted in 003.330 48201



MUNI-LINK

powered by LINK COMPUTER CORPORATION

PO BOX 250 | STADIUM DRIVE | BELLWOOD | PA | 16617 | 814.742.7700

www.muni-link.com

Service Line Inventory Manager Module Fee Acknowledgment

Date: 1/5/2024
Client: City of Cumberland, MD
Project: Service Line Inventory Manager Module Monthly Fee
SLIM Start Month: January 24

SLIM Module Monthly Fee:

- Additional fee of **\$50.00** per Month, added to monthly invoice.
-

This is not a new contract, but an acknowledgment of the additional monthly fee associated with the Muni-Link Service Line Inventory Manager Module Fee.

Acceptance:


Signature

Marty Watts
Printed

1/4/24
Date