MAYOR	COUNCIL
Brian K. Grim	Nicole Alt-Myers
	Seth D. Bernard
CITY ADMINISTRATOR	David Caporale
Jeff Rhodes	David Kauffman
CITY SOLICITOR	**CITY CLERK**
Michael Scott Cohen	Marjorie A. Woodring

AGENDA

Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
6:15 P.M.

DATE 2/17/2015

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation from the Cumberland Bicycle Advisory Commission regarding the Bedford / Frederick Street Bikeway and a proposed Skatepark

III. DIRECTOR'S REPORT

(A) Police

1. Police Department Monthly Report for January, 2015

(B) Public Works

1. Maintenance Division Monthly Report for January, 2015

2. Utilities & Central Services Monthly Reports for January, 2015

IV. PUBLIC HEARINGS

(A) Public Hearing to 1) allow staff comment on the 2015-2019 CDBG Consolidated Plan and 2) to allow the opportunity for local non-profit agencies to express their needs for FY16 CDBG funding

V. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing the adoption of a Zoning District Map, dated April 7, 2015, to replace the existing official version and which shall be made part of the Zoning Ordinance.

2. Ordinance *(1st reading)* - to repeal and reenact with amendments Chapter 23 of the City Code entitled "Subdivisions."

3. Ordinance *(1st reading)* - to repeal and reenact, with amendments, a Zoning Ordinance to establish rules and regulations relating to all matters concerning planning and/or zoning and the administration thereof within the City of Cumberland

(B) Orders (Consent Agenda)

1. Order declaring a 2001 Dodge Durango SUV, VIN 1B4HS28N31F603786, to be surplus and authorizing its donation to the Storm Mountain Tactical Training Center, Elk Garden, WV

2. Order authorizing the sole source purchase of a re-built 48S1 drive mechanism for Primary Clarifier #3, in the amount of $33,825, from Ovivo USA, LLC.

3. Order authorizing the execution of Change Order No. 2 with Braddock Construction, LLC, for the Baltimore Avenue Improvements project (2-12-M), at an additional cost of Zero Dollars bringing the total estimated cost to $1,701,678.80, and adding an additional 60 working days

4. Order authorizing the execution of a "Second Amendment to Loan and Financing Agreement" made among the City, the YMCA, and the MD Industrial Development Financing Authority (MIDFA) to restructure the terms of the Cumberland Economic Development Revenue Bond (Riverside YMCA Facility) 1996 Series B Bond.

5. Order authorizing the execution of a Memorandum of Understanding with the MD Department of Transportation / State Highway Administration regarding the City's acceptance of grant funds in an amount not to exceed $243,103 for the Amtrak Entry Way Improvements Rail Connection Project (11-14-M), promising a 50% match by the City, and providing for the construction of improvements to the Station entryway and environs

6. Order authorizing the execution of a "First Amendment to Non-Standard Water Tank Lease With Option" with T-Mobile Northeast LLC (successor to Omnipoint Communications) to modify the equipment T-Mobile may install at 700 Bishop Walsh Road and providing for an additional $250 per month rent following the start of new construction

7. Order appointing Dr. Stephen Gibson to the Historic Preservation Commission

(C) Letters, Petitions

1. Letter from Decatur Heights Neighborhood Association requesting permission to close Decatur Street from Davidson to Glenn on Saturday, May 30, 2015, from 10:00 a.m. until 5:00 p.m., to hold a street fair.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VII. ADJOURNMENT

Regular Council Agenda
February 17, 2015

Description

Presentation from the Cumberland Bicycle Advisory Commission regarding the Bedford / Frederick Street Bikeway and a proposed Skatepark

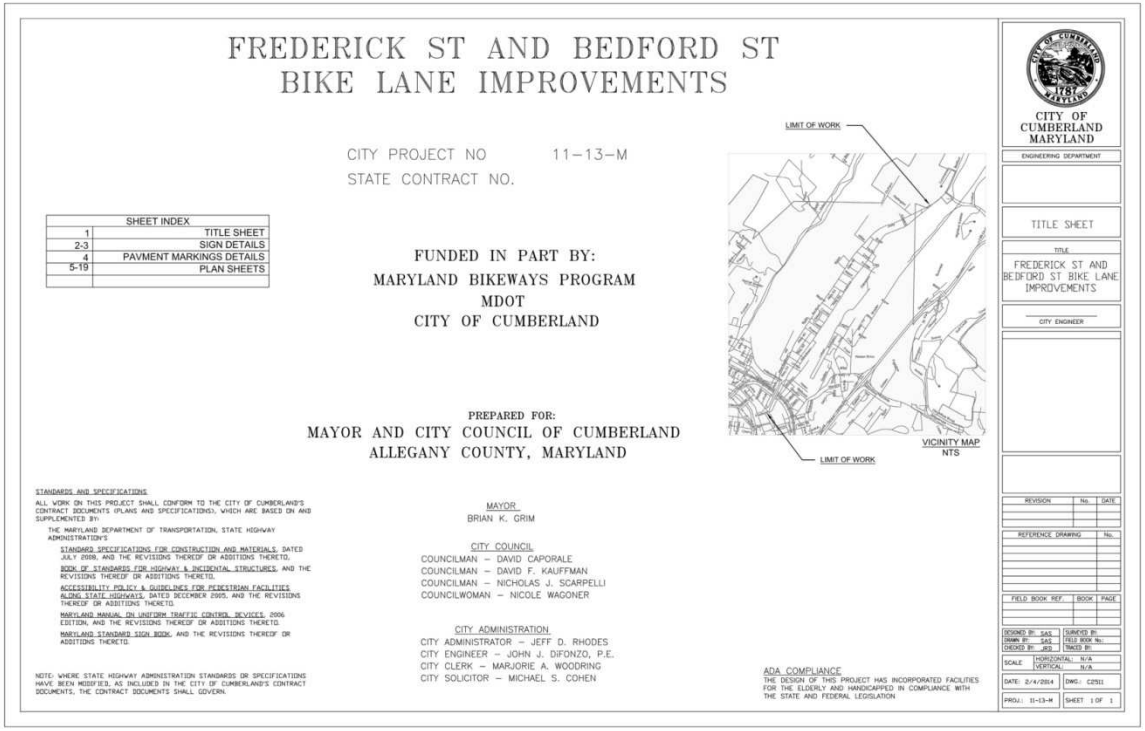
Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



FREDERICK ST AND BEDFORD ST
BIKE LANE IMPROVEMENTS

CITY PROJECT NO 11-13-M
STATE CONTRACT NO.

SHEET INDEX	
1	TITLE SHEET
2-3	SIGN DETAILS
4	PAVMENT MARKINGS DETAILS
5-19	PLAN SHEETS

FUNDED IN PART BY:
MARYLAND BIKEWAYS PROGRAM
MDOT
CITY OF CUMBERLAND

PREPARED FOR:
MAYOR AND CITY COUNCIL OF CUMBERLAND
ALLEGANY COUNTY, MARYLAND

STANDARDS AND SPECIFICATIONS

ALL WORK ON THIS PROJECT SHALL CONFORM TO THE CITY OF CUMBERLAND'S CONTRACT DOCUMENTS (PLANS AND SPECIFICATIONS), WHICH ARE BASED ON AND SUPPLEMENTED BY:

THE MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION'S

STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED JULY 2008, AND THE REVISIONS THEREOF OR ADDITIONS THERETO.

BOOK OF STANDARDS FOR HIGHWAY & INCIDENTAL STRUCTURES, AND THE REVISIONS THEREOF OR ADDITIONS THERETO.

ACCESSIBILITY POLICY & GUIDELINES FOR PEDESTRIAN FACILITIES ALONG STATE HIGHWAYS, DATED DECEMBER 2005, AND THE REVISIONS THEREOF OR ADDITIONS THERETO.

MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2006 EDITION, AND THE REVISIONS THEREOF OR ADDITIONS THERETO.

MARYLAND STANDARD SIGN BOOK, AND THE REVISIONS THEREOF OR ADDITIONS THERETO.

NOTE: WHERE STATE HIGHWAY ADMINISTRATION STANDARDS OR SPECIFICATIONS HAVE BEEN MODIFIED, AS INCLUDED IN THE CITY OF CUMBERLAND'S CONTRACT DOCUMENTS, THE CONTRACT DOCUMENTS SHALL GOVERN.

MAYOR
BRIAN K. GRIM

CITY COUNCIL
COUNCILMAN – DAVID CAPORALE
COUNCILMAN – DAVID F. KAUFFMAN
COUNCILMAN – NICHOLAS J. SCARPELLI
COUNCILWOMAN – NICOLE WAGONER

CITY ADMINISTRATION
CITY ADMINISTRATOR – JEFF D. RHODES
CITY ENGINEER – JOHN J. DIFONZO, P.E.
CITY CLERK – MARJORIE A. WOODRING
CITY SOLICITOR – MICHAEL S. COHEN

LIMIT OF WORK
LIMIT OF WORK
VICINITY MAP
NTS

ADA COMPLIANCE
THE DESIGN OF THIS PROJECT HAS INCORPORATED FACILITIES FOR THE ELDERLY AND HANDICAPPED IN COMPLIANCE WITH THE STATE AND FEDERAL LEGISLATION

CITY OF CUMBERLAND MARYLAND
ENGINEERING DEPARTMENT
TITLE SHEET
TITLE
FREDERICK ST AND BEDFORD ST BIKE LANE IMPROVEMENTS
CITY ENGINEER

REVISION	No.	DATE

REFERENCE DRAWING	No.

FIELD BOOK REF.	BOOK	PAGE

DESIGNED BY: SAS	SURVEYED BY:
DRAWN BY: SAS	FIELD BOOK No:
CHECKED BY: JRD	TRACED BY:
SCALE	HORIZONTAL: N/A VERTICAL: N/A
DATE: 2/4/2014	DWG.: C2511
PROJ.: 11-13-M	SHEET 1 OF 1

Bedford/Frederick St. Bikeway

Cumberland Bicycle Advisory Committee

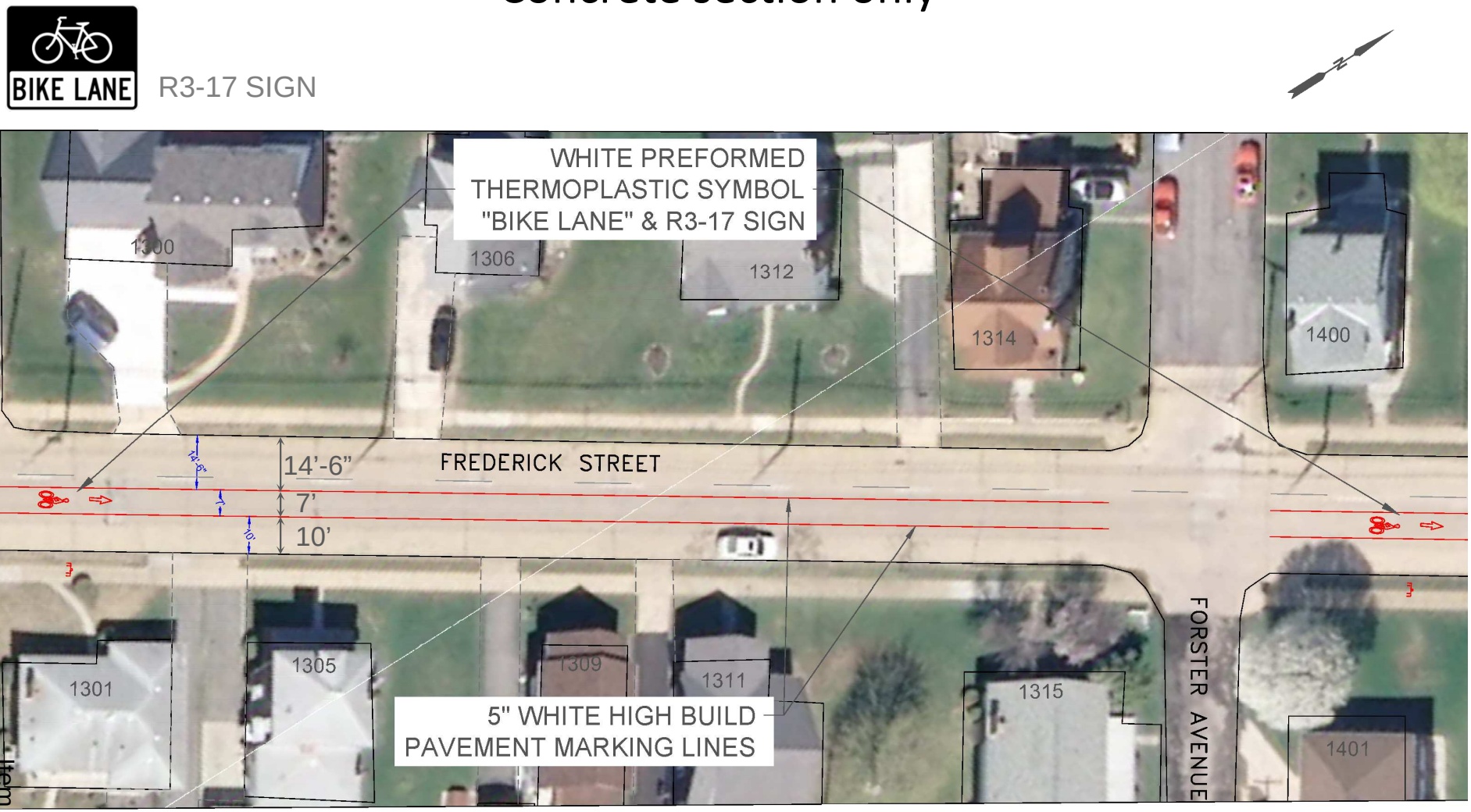
February 17, 2015

Item # 1

Attachment number 1 \nPage 1

Frederick Street – Bike Lane

Concrete section only



Bedford Street – Share the Road

Narrow sections require “Bikes may take full Lane”

W16-1 SIGN

Background

- *August 2008* - Trails and Bikeways Master Plan Adopted
  - Recommends dedicated bike lane for Frederick St.
  - Recommends signed shared-lane bike route for Bedford St.
- *July 2013* – City awarded an MDOT Maryland Bikeways grant ($78,000) to design & implement Bedford/ Frederick Street Bike Loop
- *January 2014* – Preliminary design plans prepared
- *Feb. 20, 2014* – Initial neighborhood meeting conducted
  - Preliminary Design Plans Presented to public
  - Numerous public concerns raised

Background (cont.)

- *March – July 2014* – Engineering staff revised design plan
  - Proposed partial bike lane on Bedford St. eliminated
  - Frederick St. bike lane shifted to left side of street
- *August 21, 2014* – Second neighborhood meeting conducted
  - Neighborhood opposition to Frederick St. bike lane reiterated
- Grant agreement has not been signed – Project on hold

Critical Issues

- Public concerns regarding shifting Frederick St on-street parking to accommodate bike lane addressed by design revision
- Concerns over loss of second travel lane on Frederick St. remain – Options include:
  - Proposed temporary testing of reduced travel lane
    - Block off left lane using traffic cones (temporary barrier)
    - Use temporary painting to mark proposed bike lane
  - Move forward and implement bike lane
  - Abandon the project and reject the grant award
- CBAC/Staff requires Mayor & Council direction on next steps

BMX/Skateboard Park Concept

Cumberland Bicycle Advisory Committee

February 17, 2015

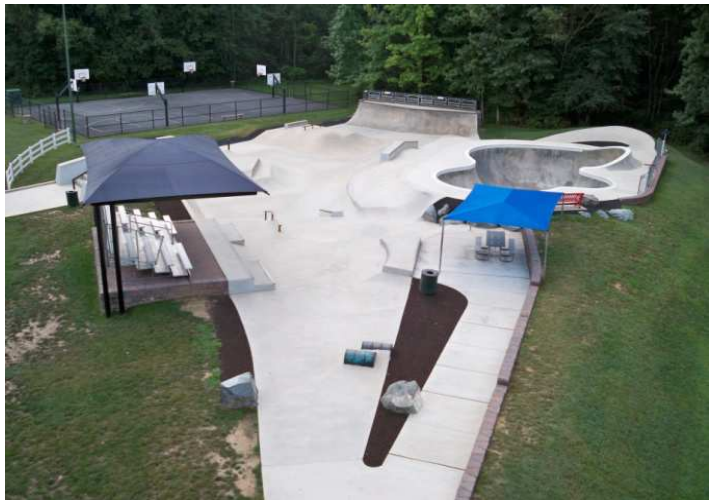
Item # 1

Background

- *September 13, 2011* - Mayor & Council Meeting
  - Citizens expressed need for public BMX bike facility
  - Issue delegated to CBAC for further consideration
- CBAC evaluation
  - 9/14/11 – CBAC Met with Community BMX/Skateboard representatives to discuss needs
  - CBAC conducted a public land siting evaluation throughout the city
  - At least 8 sites evaluated with the best potential at Mason Recreation Area and a lot adjacent to North Centre St Playground pursued for acquisition by CNHS

Background (cont.)

- *March 8, 2013* - Staff tour of 4 Skatepark facilities in Frederick, Gathersburg, and Bowie



- CBAC awaiting site selection by Mayor & Council

Design Parameters

- 4,000 – 12,000 square feet of land
- Must include bio-retention measures (Environmental Site Design for Stormwater Management)
- Construction Cost estimates (2012)
  - $40-$50 per square foot, depending on features & site development conditions
  - $160,000 - $600,000, depending on size
  - Design costs not included

Potential Liability Issues

- Researched by CBAC/City staff in 2012
- Relates most closely to facility design
  - No accepted design standards for skateparks
  - No way to prevent lawsuits from being filed
- Staff surveyed other skatepark communities in MD and Mid-Atlantic to evaluate the risks and ways to minimize them.

Liability Risk

- Skateboarding is a relatively low risk activity

	Ages 6 and older	
	estimated injuries	%age of participants injured
	1999	**1999**
Football	372,380.00	1.99%
Baseball	195,115.00	1.61%
Basketball	597,224.00	1.52%
Snowboarding	55,329.00	1.18%
Soccer	175,303.00	1.00%
Ice Hockey	19,835.00	0.83%
Skateboarding	59,964.00	0.77%
Softball	144,806.00	0.73%
Inline skating	95,129.00	0.34%
Tennis	25,181.00	0.15%
Roller Hockey	4,298.00	0.15%
Climbing (Rock/Mtn.)	3,104.00	0.15%

Source: **U.S. Consumer Product Safety Commission, National Electronic Injury Surveillance System**

Risk Management Approaches

- Utilize an experienced skatepark design firm
- Allow liability insurer to review/comment on design plans
- Require users to sign liability waiver forms
- Publicly post park rules
  - Require protective gear (helmets/pads)
  - Require different users (BMX/Skateboarders/in-line skaters) to take turns using facilities
  - Limit use to daylight hours
  - Violators may be fined and/or banned from park
- Periodically monitor use and fine/ban violators

Welcome to the

BOWIE SKATE PARK

The City expects skaters who use this facility to behave in a mature and responsible manner and to respect the rights and dignity of other facility users.

This facility is used by both experienced and inexperienced skaters. Serious injury may result from falling, colliding, or being hit by a skateboard. The City of Bowie does not assume responsibility for injuries-*SKATING IS AT YOUR OWN RISK*.

As a general guide, areas within the facility are labeled with signs indicating the minimum skill level recommended for that area. It is the skater's responsibility to determine their own level of skill.

All users must comply with posted Facility Rules, Park Ranger staff, and Park Rules and Regulations as defined in Chapter 17-2 of the City Code. Violators are subject to municipal infraction.

FACILITY RULES

1) **Park is open from Sunrise to Sunset daily, or as otherwise posted. Facility is closed when equipment or ramp surface is wet, icy, or snow covered.**
2) **The use of bicycles or scooters is prohibited.**
3) **All skaters must wear, at a minimum, an ANSI or SNELL-approved safety helmet (with chin strap secured) while actively skating. Kneepads, elbow pads, gloves, wrist braces, are encouraged but not required. All skaters must provide their own skating equipment.**
4) **An adult must accompany any skater under the age of 10.**
5) **It is recommended that skaters use only the equipment that is appropriate for their skill level.**
6) **Recklessness will not be tolerated. All skaters must use this facility responsibly to avoid injury to themselves or others. The use of proper skater etiquette is expected.**
7) **Loitering after facility has closed is prohibited. Persons found using the facility when the facility is closed will be considered "Trespassing" and will be subject to prosecution.**
8) **The use of profanity or obscene language is prohibited. Persons violating this rule will be removed from the park and skating privileges revoked.**
9) **The use of illegal drugs, alcohol, or tobacco products is prohibited.**
10) **All trash must be placed in appropriate trash receptacles.**
11) **The use of portable radios, CD players, car stereos, or any other electronic device that produces amplified sound is prohibited at this facility. Personal music devices such as an iPod or MP3 player are permitted provided they are used with headphones.**
12) **The destruction or defacing of public property is prohibited.**
13) **The use of personal ramps within the park is prohibited.**

Allen Pond Park, 3330 Northview Drive, Bowie, MD 20716

Gaithersburg Skate Park Registration

City of Gaithersburg Liability Waiver

I know, understand, and acknowledge that there are risks associated with the use of City buildings/equipment/personal property and here by assume any and all risks and hazards associated therewith, and shall be solely responsible for safe and reasonable use.

I hereby irrevocably waive any and all claims against the City of Gaithersburg or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred as a result of using the buildings/equipment/personal property and hereby irrevocably release and discharge the City and any of its officials, employees, or agents from any and all claims of liability arising out of or associated with the use of the buildings/equipment/personal property.

I shall indemnify and hold harmless the City and its officials, employees, and agents from and against any and all liabilities, judgments , settlements, losses, costs, or charges (including attorney's fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the buildings/equipment/personal property by its members, employees, agents, or invitees. I also consent to the City's use of any photographs taken or video tapes made of the program.

The City of Gaithersburg transfers all risk to _____ _____

Print Participant's Name **DOB** *(mm/dd/year)*

_____ _____

Signature (parent/guardian if under 18) **Printed Name** (parent/guardian if under 18)

Liability Waivers MUST be signed by the parent/guardian of each participant under the age of 18.
You may NOT sign for another person's child. Anyone without a signed waiver will not be allowed to use the park.

REGISTRATION & EMERGENCY CONTACT INFORMATION

☐ Check here if new address/phone since last time registered.

Payer's Last Name_____ Payer's First Name_____
Address _____City/State/Zip_____
Home Phone_____ Work Phone _____ City Resident ☐ Nonresident ☐
Emergency contact number _____

☐ YES! I would like to be added to the Skate Park e-mail list! (Please neatly print entire e-mail address below)

E-mail: _____

PLEASE CHECK THE BOX THAT APPLIES:

I am paying per session:

☐ $3 - Resident

☐ $5 - Nonresident

I am purchasing a membership:

☐ $35 - Resident

☐ $50 - Nonresident

*The City of Gaithersburg is committed to making reasonable accommodations as required by the Americans with Disabilities Act. Requests mush be made prior to the start of the program. Please indicated what accommodations are needed:*_____
_____

Amount Paid $ _____ Cash ☐ Check # _____
Visa/MC# _____ Exp. Date ___/___
Signature (name on card) _____
Print Name_____

OFFICE USE ONLY:
Rec'd:_____ Initials _____
W P M F Resident: Y N
Pr: _____ Date:_____

Funding Strategies

- Secure grants
  - Recreational Trails Program
  - Sustainable Communities
  - Program Open Space
  - Foundations
- Corporate Sponsorships/Donations
- Fundraising by local BMX/Skateboard Groups
- In-kind contributions by city
  - Park site dedication
  - Planning/Design
  - Site Prep
  - Landscaping
  - Stormwater
  - Construction partnership

Recommended Process

- Mayor & Council commit a preferred site
- Estimate design/construction cost (Engineering)
- Identify grant sources & prepare applications
- Initiate fundraising efforts for matching funds
- Solicit/Secure design assistance
- Review design plans for liability issues
- Finalize design plans
- Solicit/Secure construction assistance

Regular Council Agenda
February 17, 2015

Description
Police Department Monthly Report for January, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

January 2015

Item # 2

City of Cumberland Department of Police

Monthly Report

January 2015

Part 1 Crimes for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Aggravated Assaults	4	1	B & E (All)	12	23	Murder	0	1	Rape	1	0
Robbery	0	4	Theft - Felony	2	2	Theft - Vehicle	3	2			

Selected Criminal Complaints for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Theft - Misdemeanor	39	29	Theft - Petty	26	37	Domestic Assaults	24	20	CDS	34	43
Disturbances	145	167	DOP/Vandalism	48	31	Indecent Exposure	3	0	Sex Off - Other	5	3
Suicide	0	2	Suicide - Attmpt.	0	3	Tampering M/V	0	0	Abuse - Child	2	0
Trespassing	12	13	Assault on Police	0	1	Assault Other	27	36			

Selected Miscellenous Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alcohol Volations	1	4	Juvenile Compl.	6	7	Missing Persons	9	4	School Resource	88	64
School Threat	1	0	Sex Off. Regist.	37	30	Truancy	4	12	Death Investigation	7	6

Selected Traffic Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
DWI	10	6	Hit & Run	26	17	M/V Crash	91	64	Traffic Stop	505	372

Selected Service Calls for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alarms	68	51	Assist Motorist	45	36	Check Well-Being	68	73	Foot Patrol	15	1
Assist Other Agency	56	49	Bike Patrol	0	0	Special Events	5	2	Suspicious Activity	43	64

Arrests Totals for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
M/V Citations	128	66	M/V Warnings	389	294	Adult Crim.	123	151	Juvenile Crim.	17	16

	2014	2015
Total Incidents Reported :	**2,269**	**1,874**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JANUARY 2015

SWORN PERSONNEL: 52 SWORN OFFICERS

Administration	7 officers
Squad 1A	8 officers
Squad 1B	8 officers
Squad 2A	10 officers
Squad 2B	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	3 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time
CPD Crime Analyst	1 full time
CPD Maintenance	1 part time
C3I Office Associate	1 full time
C3IN Office Associate	1 part time
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	2 part time
Code Enforcement	2 part time

LEAVE REPORT

VACATION TAKEN: 730 HOURS — YEAR TO DATE (beginning 7/1/14): 7040 HOURS

COMP TIME USED: 197 HOURS — YEAR TO DATE (beginning 7/1/14): 964 HOURS

SICK TIME USED: 414 HOURS — YEAR TO DATE (beginning 7/1/14): 2111 HOURS

OVERTIME REPORT

OVERTIME WORKED: 480 HOURS — YEAR TO DATE (beginning 7/1/14): 2506 HOURS

HOSPITAL SECURITY: 120 — YEAR TO DATE (beginning 7/1/14): 376 HOURS

COURT TIME WORKED: 65 HOURS — YEAR TO DATE (beginning 7/1/14): 216 HOURS

TRAINING REPORT

7 OFFICERS TRAINED FOR 88 HOURS — YEAR TO DATE (beginning 7/1/14) 3582 HOURS

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

January 2015 totals for warrant initiative, broken down by agency:

CPD	13 arrests	13 warrants served	
ACSO	6 arrests	8 warrants served	
MSP	0 arrests	0 warrants served	
FPD	0 arrests	0 warrants served	
C3I	11 arrests	11 warrants served	
C3IN	1 arrest	1 warrant served	
OTHER	3 arrests	3 warrants served	(State of Virginia)
TOTALS	**33 arrests**	**35 warrants served**	

Of these, Detective David Broadwater arrested 33 people and served 35 warrants.

He opened 29 "Fugitive" investigations and made arrests in 13 existing cases, for a total of 42 cases generated for the month.

SIGNIFICANT CASES:

1.) During the week of January 12-17, 2015, a warrant sweep was conducted in Allegany County as part of the "Safe Streets" initiative. Detective Broadwater was personally responsible for arresting 20 suspects and serving a total of 29 warrants during the week-long operation.

2.) On January 16, 2015, Detective Broadwater was contacted by the U.S. Marshal's Service requesting assistance in locating and apprehending three suspects who have been wanted in the State of Virginia for Distribution of Heroin leading to the death of another since March 2014. He was advised they may be staying in Cumberland and was given a very general description of the location they may be staying at. Detective Broadwater was able to positively identify the residence where the three suspects were living. With the assistance of Cumberland Police and C3I, he responded to the location, located all three suspects, and was able to take them into custody that day.

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

JANUARY 2015

On 1/7/15 and again on 1/20/15 CPD Crime Lab Technicians assisted the Allegany County Sheriff's Office with the processing of a residential burglary located just outside the city limits on Willowbrook Road. As a result, several items of evidence were recovered and secured for further analysis.

Regular Council Agenda
February 17, 2015

Description
Maintenance Division Monthly Report for January, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
January 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JANUARY 2015

- POTHOLES AND COMPLAINTS
  - Potholed 7 days using approximately 3 ton of cold mix.

- UTILITY HOLE REPAIR
  - No utility holes repaired this month due to weather.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 16 Traffic Control Signs.
  - Installed/Repaired 2 Street Name Signs.
  - Repaired 1 HC sign this month.

- MISCELLANOUS
  - Completed 3 Service Request.
  - SNOW REMOVAL-15 days with 10 shifts of overtime.
  - Re-filled Salt Barrels 8 days.
  - Cleaned snow equipment 9 days.

STREET MAINTENANCE - JANUARY 2015		1/4-1/10	1/11-1/17	1/18-1/24	1/25-1/31	TOTAL
SERVICE REQUEST COMPLETED			3			3
PAVING PERFORMED	TONS					0
CONCRETE WORK	CY					0
UTILITY HOLES REPAIRED	WATER					0
	SEWER					0
	CY					0
	TONS					0
POTHOLES FILLED	STREETS					0
	ALLEYS					0
	DAYS		4	2	1	7
	Cold Mix					0
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMPLAINTS COMPLETED						0
	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			11	5		16
STREET NAME SIGNS REPAIRED/INSTALLED			1	1		2
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED			1			1
						0
						0
PAINTING PERFORMED	BLUE		3			3
	YELLOW					0
	RED		5			5
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	LOADS					0
	MILES					0
SALT BARRELLS - Set out/Re-Fill	DAYS	3	2	1	2	8
CLEANED BALTIMORE ST. UNDERPASS						0
CLEAN SNOW EQUIPMENT	Days	3	2	1	3	9
BRUSH REMOVAL/TREE WORK	Days	1				1
Check Drains/Clean Debris	DAYS					0
Snow Removal	**7-3**	**3-11**	**11-7**	**Sidewalks**	**Pre-treat**	
1/3/15 Ice/Freezing Rain	8 hrs 4 trcks					
1/5/2015					8 hrs	
1/6/15 3" of snow	8 hrs 7 trcks	8 hrs 6 trcks	2 hrs 5 trcks			
1/7/2015				5 hrs		
1/8/2015				2 hrs		
1/12/15 Ice	8 hrs 7 trcks		4 hrs 5 trcks			
1/21/2015	8 hrs 7 trcks					
1/22/2015	4 trcks 2 hrs			4 hrs		
1/23/2015		8 hrs 4 trcks			4 hrs	
1/24/2015	8 hrs 4 trcks		8 hrs 5 trcks			
1/26/2015	8 hrs 8 trcks	8 hrs 6 trcks	8 hrs 4 trcks			
1/27/2015	4 hrs 5 trcks		8 hrs 1 trck		4 hrs	
1/29/2015		8 hrs 5 trcks				
1/30/2015	8 hrs 2 trcks	4 hrs 1 trck		4 hrs	4 hrs (3-11)	
1/31/2015			8 hrs 1 trck			

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JANUARY 2015

- Miscellaneous Work
    - Removed Christmas Decorations from City Hall.
    - Removed Christmas Lights on Virginia Ave.
    - Cleaned garbage up weekly.
    - Hauled stumps away from Park.
    - Worked snow removal 5 times.
    - Cleaned and salted sidewalks 8 times.
    - Filled potholes in Park 2 days.
    - Painted garbage cans 4 days.

Fleet Maintenance
January 2015

Total Fleet Maintenance Projects	**113**
Street Maintenance	29
Snow Removal	25
DDC	0
CPD	16
Water Distribution	16
P & R Maintenance	1
CFD	3
Sewer	0
Code Enforcement	0
Flood	0
PIP	0
WWTP	0
Engineering	2
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	17
Field Service Calls	4
Total Work Orders Submitted	**26**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
February 17, 2015

Description
Utilities & Central Services Monthly Reports for January, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Utility Division & Central Services Monthly Report

January 2015

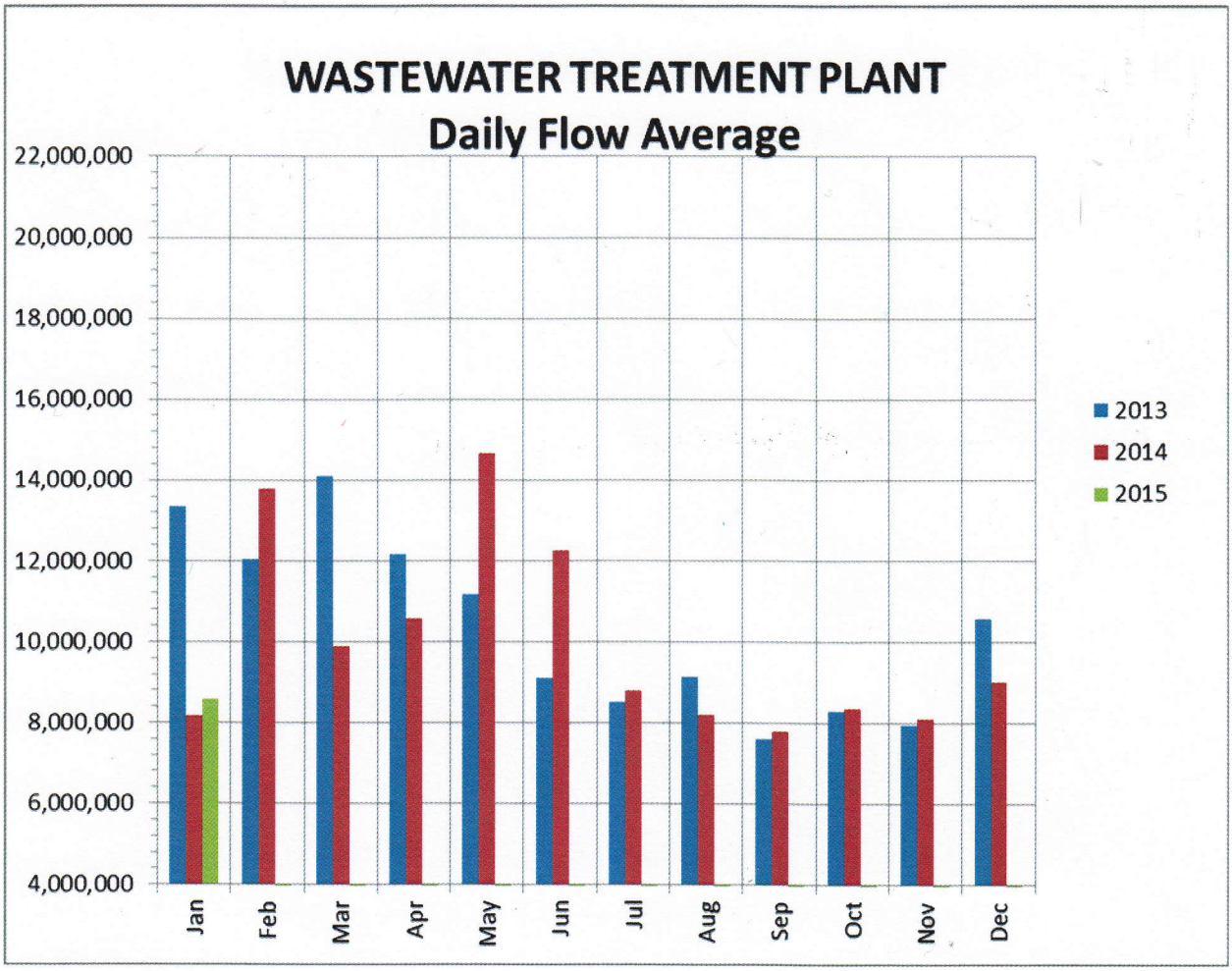
Water Filtration Lakes – Aerial View

Item # 4

Wastewater Treatment Plant – January 2015

OPERATIONS:
Treated 266,035,000 gallons @ an average of 8.582 million gallons per day. Removed 167,343 pounds of total suspended solids; 211,051 pounds of BOD; 35,147 pounds of total nitrogen, and 4,527 pounds of total phosphorous. Processed 655,827 gallons of sludge producing 86.44 Dry Tons of Class A bio solids. 64 work orders were completed. Approved the WWTP Risk Management Plan. Discussed Slug Load that was discharged from Fibred-MD and developed a procedure/call plan. Safety Meeting on "Slips, Trips & Falls" held on Jan. 28. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.

MAINTENANCE:
Replaced heater in Detritor hopper room. Adjusted Primary Clarifier #2 rake. Installed floor grating at sump area for drip pots behind sludge heater room. Repaired titrator in Lab. Repaired polymer tank mixer. Replace motor on Gravity Belt Thickener mixing chamber pump. Cleaned chem scan screens and replaced sample line. Removed methanol pump back pressure valve, cleaned and adjusted. Began painting pumps, pipes in Chlorine Bldg. basement gallery. Replaced universal joints and transmission cable on our plow truck. Removed pump at Braddock Rd. Pump Station.



Sewer & Flood Monthly Report - January 2015

Sewer

1	Sewer main repair (515 City View Terrace)
2	Sewer lines repaired (515 City View Terr., 612 Haddon Ave)
1	Storm sewer repair (Tighlman at Fayette St.)
612	Ft. sewer lines televised
676	Ft. sewer mains televised
2,323	Ft. Sewer mains flushed
2	Cleanouts installed
5	Overflows checked
	Assisted Water Distribution with Hydro four (4) times
	Gallons of water used:
	Flush Truck 605 - 6,000 gallons of water used
	Flush Truck 608 - 4,200 gallons of water used

Flood

Test run station pumps
Cut down trees (Narrows with Natural Resources Specialist)
Cleaned Blue Springs (Brush cut/removed leaves and debris)
Met with 'Upright Fence Company' for fence repairs
Snow removal (Plowed, etc.)
C.S.O. General Maintenance

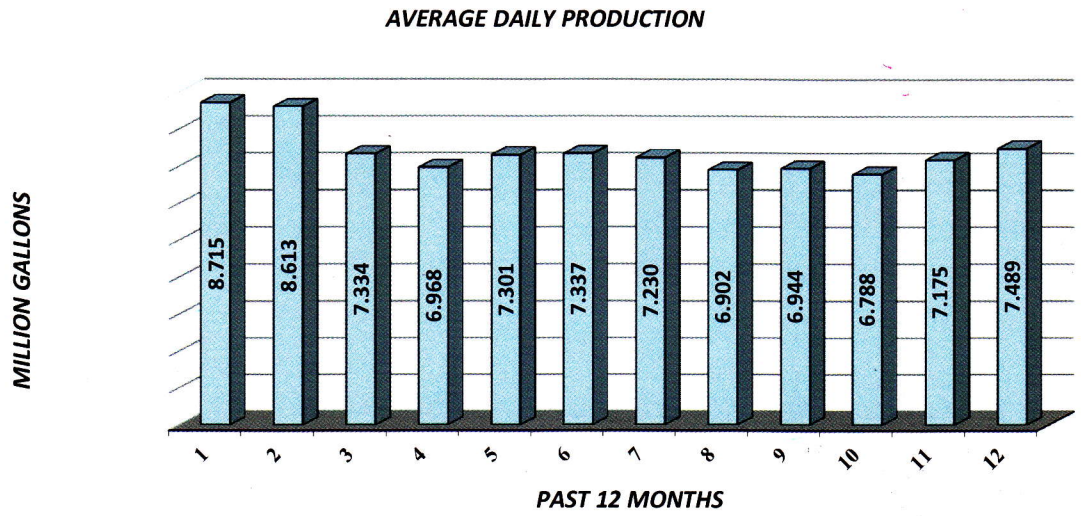
WATER DISTRIBUTION

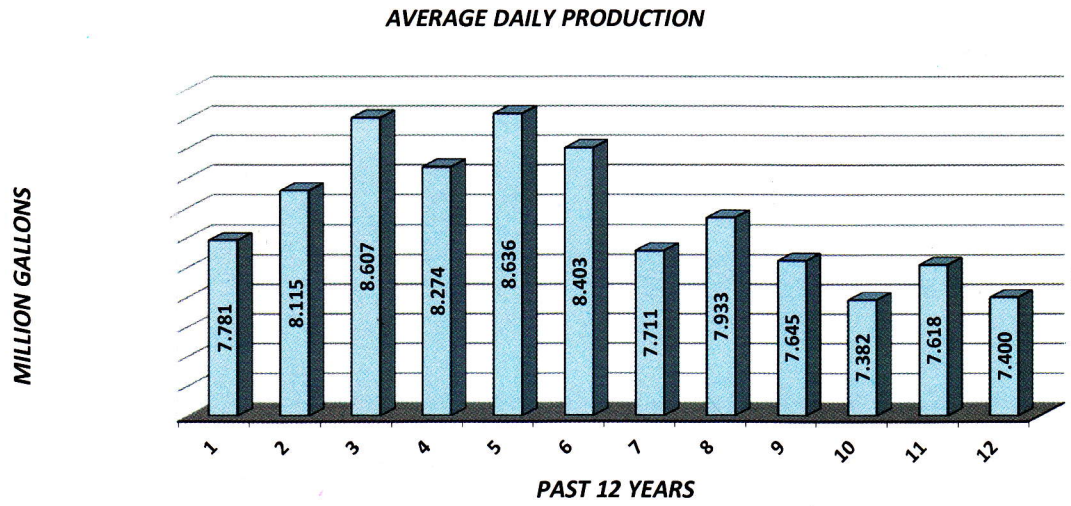
Utilities Activity Report for January 15					
REQUEST	W/E 1/9/15	W/E 1/16/15	W/E 1/23/15	W/E 1/30/15	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	20	15	24	15	74
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	5	4	3	4	16
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	15	13	2	9	39
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	7	11	19	21	58
REPAIR WIRING/GET READING				2	2
ORANGE TAG FOR REPAIRS	1	4	4	4	13
YELLOW TAG FOR H/L USAGE/APPT			2		2
RED TAG FOR SHUT OFF					0
TURN WATER ON	17	50	41	23	131
TURN WATER OFF	1				1
NONPMT/BAD CK/AGREE SHUT OFFS	6	55	41	26	128
SHUT OFF RECHECKS	12	73	52	24	161
PULL METERS - READS/SPAC/WR OFF		1			1
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE		1	1	1	3
DIRTY WATER/ODOR			1		1
SVC SEPARATIONS/INVESTIGATIONS			1		1
INSTALL COUPLERS/PLUGS/LOCK			1		1
NEW METER/DIAL	6	2	4		12
METER TESTS-Residential			1	1	2
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out			2		2
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER	1			3	4
MOVE METERS OUTSIDE/READINGS		1			1
Smartpoint change outs/New installs		1	1		2
Replace smartpoint antenna		1			1
REPAIR/REACTIVATE/MOVE SPs		1	3	4	8
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES	6	2			8
METERS THAT BURST	2	1			3
CCP - BACKFLOW/RETRO		1	2		3
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	48	26	31	32	137
TAPS SERVICED		1	2		3
LEAKS REPAIRED	3	1	1	1	6
CLEANED EQUIPMENT	4			4	8
BACKFILLED 25 BEECHWOOD	4				4
CHECKED VALVE FRED ST @ VALENTINE	4				4
CHECKED HYDRANTS NOT WASTING	4				4
CLEANED VEHICLES		4		4	8
INVESTIGATE LEAK/418 BROADWAY		4			4
TURNED VALVES BACK IN - DECATUR		4			4
INVESTIGATE LEAK/NORTH END TANK		5			5
MET CONTRACTOR - NAVES CROSS RD		1			1
REPLACED HYD #314/COLE ST/SHADES LN		5			5
INVESTIGATE HYD #588 FOR DIG UP		4			4
TURN OFF/LEAKS-N LEE @ VALLEY		3			3
BACKFILLED LEAK HOLES			3		3
WATER OFF THEN ON- SHRINE CLUB-LEAK			4		4
REMOVED HYDRANT - FAYETTE @ BROOK			4		4
REPAIRED HYD #314/COLE @ SHADES LN				4	4
Watershed					
Assisted crews with Decatur/Davidson Street leak					
Assisted crew with Frederick Street leak					
Cleaned Tool Truck					
Ordered parts for Agco tractor					
Fueled trucks and equipment					
Cleaned up tool bin on truck					
Took Agco back to dam from Eastman Rd to get it ready for repair					
Davidson St @ Decatur - dug up for electricians, backfilled and put barracades back up					
Installed new brake line on Agco tractor					
Assisted 306 crew on Independence St					
Worked on new crane truck installing 4x4s on bed/Trips to Surplus City and Cessna's for supplies					
Went to Oster's about crane truck inspection					
Went to Greg's Auto for estimate for damage to 380					
Went to J&J Truck Bodies in Somerset					
Repaired water line for gas company - 819 Frederick St					
Took mechanic for ride in 380 - found lug nuts were loose					
Worked on Agco Tractor					
Stayed in warehouse to take calls					
Bled brake lines on Agco Tractor					
Cleaned off lowboy trailer and brought in town					
Cleaned up hand tools and truck					
Worked on getting 210 loaded up to take to Bedford for repair estimate					
Took tractor & trailer back to dam, unhooked and plugged in because of cold temps					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					893

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

JANUARY 2015





EVENTS SUMMARY

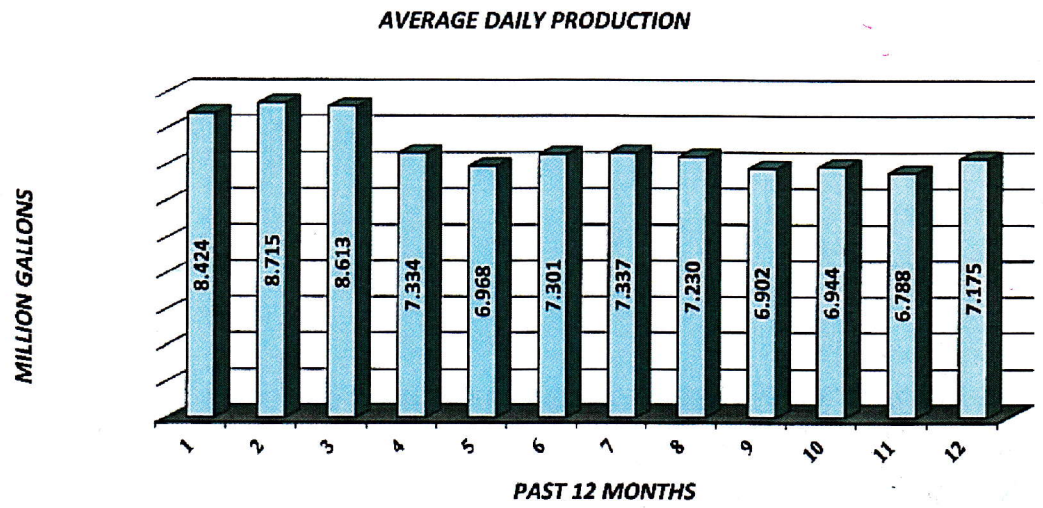
- 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- 120 PREVENTATIVE MAINTENANCE TASKS COMPLETED/ 1,300 WATER ANALSIS PERFORMED/ LAKES AT 77% CAPACITY
- TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED 24/7
- NEW PLANT TECHNICIAN "JAMES LINDNER" STARTED ON JANUARY 5TH
- PLANT TECHNICIANS PLOWED SNOW AT WATER FILTRATION PLANT, PUMPING STATIONS, RESERVOIRS AND WATER STORAGE TANKS ACCESS ROADS AFTER/DURING EACH SNOW EVENT
- WATER FILTRATION PLANT LABORATORY RECEIVED NOTICE THAT TRI-ANNUAL STATE INSPECTION WILL OCCUR ON MAY 9TH

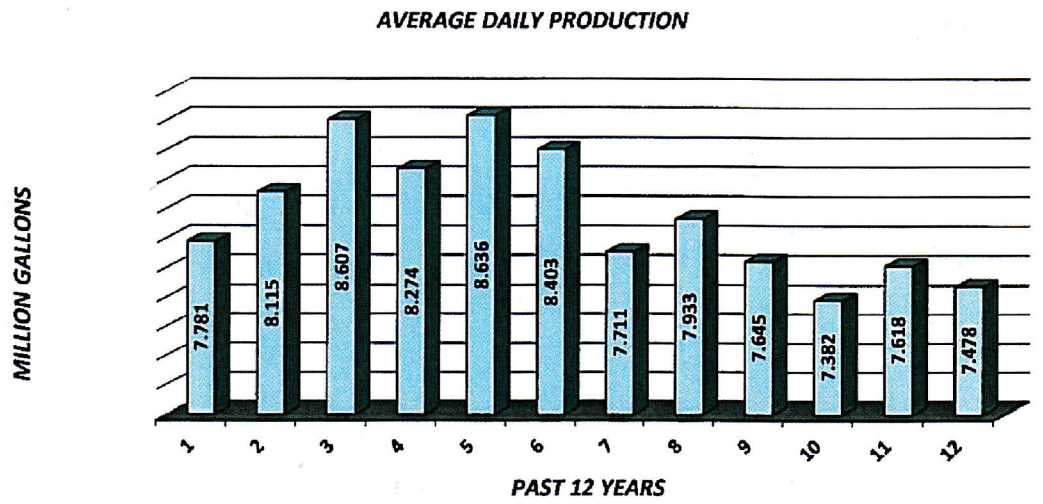
Item # 4

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

(DECEMBER 2014)





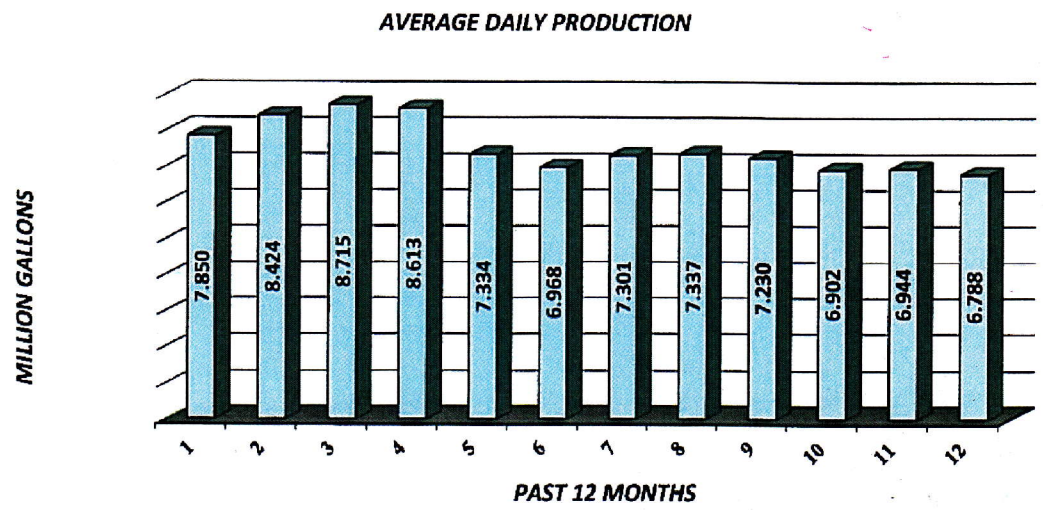
EVENTS SUMMARY

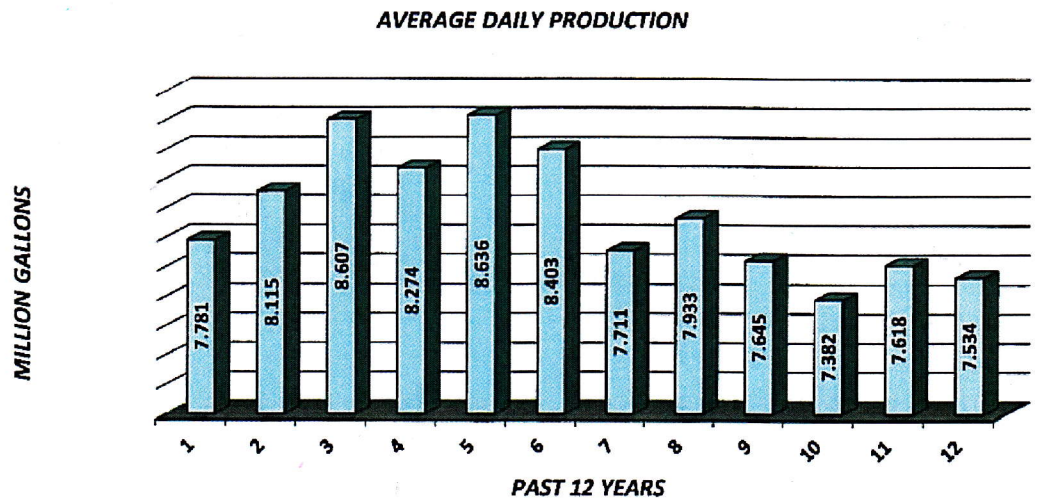
- 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- 115 PREVENTATIVE MAINTENANCE TASKS COMPLETED/ 1,300 WATER ANALSIS PERFORMED/ LAKES AT 77% CAPACITY
- TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED 24/7
- DISSOLVED AIR FLOTATION COMPRESSOR #1 IS OFF LINE A WAITING FOR A NEW AIR END FROM MANUFACTURER
- BELT FILTER PRESS IS PERFORMING AT A HIGHER LEVEL SINCE IMPROVEMENTS WERE MADE TO POLYMER MIXING SYSTEM
- COMPLETED 14th YEAR OF OPERATION UTILIZING THE PLANT TECHNICIAN PROGRAM WHERE ALL STAFF ARE CROSS TRAINED. SINCE IMPLEMENTATION, STAFFING LEVELS HAVE BEEN REDUCED BY 33%.
-

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

(NOVEMBER 2014)





EVENTS SUMMARY

- 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- 120 PREVENTATIVE MAINTENANCE TASKS COMPLETED/ 1,300 WATER ANALSIS PERFORMED/ LAKES AT 79% CAPACITY
- TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED 24/7
- HELD INTERVIEWS FOR PLANT TECHNICIAN POSITION
-
-
-

Central Services – January 2015

- **City Hall**: Snow removal; installed new sockets in rotunda light; installed small heater in third floor office; repaired A/H for basement; checked Finance Department heating system; shut off water to old A/C on third floor.

- **Municipal Service Center**: Cleaned flame rods and replaced air switch in radiant tube heaters; installed ball valve on hot water tank; Installed receptacle and CAT 5 (jack) for mechanics; pulled coax to Operation Manager's office. Repaired heat system, and under-sink heater.

- **Public Safety Building**: Snow removal/salted parking lot; reset supply air on AHU 1; repaired A/H #1.

  Fire: Repaired Fire garage doors; checked heat in building; checked heat in equipment operator's office; repaired toilet.

  Police: Pulled MC cable and mounted panel and installed receptacles in Police locker room; installed circuit in women's locker room; installed new tile floor and repainted Parking Officer's office.

- **Fire Station #2:** Started repainting.

- **HRDC building:** Wired sump pump and floats and ran discharge line in elevator shaft.

- **Downtown Mall**: Repaired lights; removed decorations on Christmas tree.

- **Ridgedale Pump Station**: Repaired pump valve.

- **Seneca Pump Station**: Marked conduit, installed mounting switch, laid out generator pad and dug trench for new genset.

- **North End Pump Station**: Replaced battery adapter on combined sewer overflow PLC.

- **Water Filtration Plant**: Ran power to new heat pump in filter gallery; relamped pole light; repaired steam boiler; removed voltage and current display.

- **Wastewater Treatment Plant**: Installed receptacle for forklift in ENR building and pulled wire; repaired ENR backwash pump (mud well pump issues); replaced fire eye on boiler in Dewatering building; drained #1 sludge boiler; repaired #2 sludge boiler; installed 480V rec. for forklift; installed lights on trailer and new tool box; troubleshooting LIT-100.

- **Traffic and Street Lights:** Replaced motion detector at Williams St. & Park St. traffic light; repaired lights on Liberty St.; removed lighting feeder on Decatur St. due to broken conduit;

- Load-tested generators.

- Monthly Safety Meeting – January 28, 2015.

Regular Council Agenda
February 17, 2015

Description

Public Hearing to 1) allow staff comment on the 2015-2019 CDBG Consolidated Plan and 2) to allow the opportunity for local non-profit agencies to express their needs for FY16 CDBG funding

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

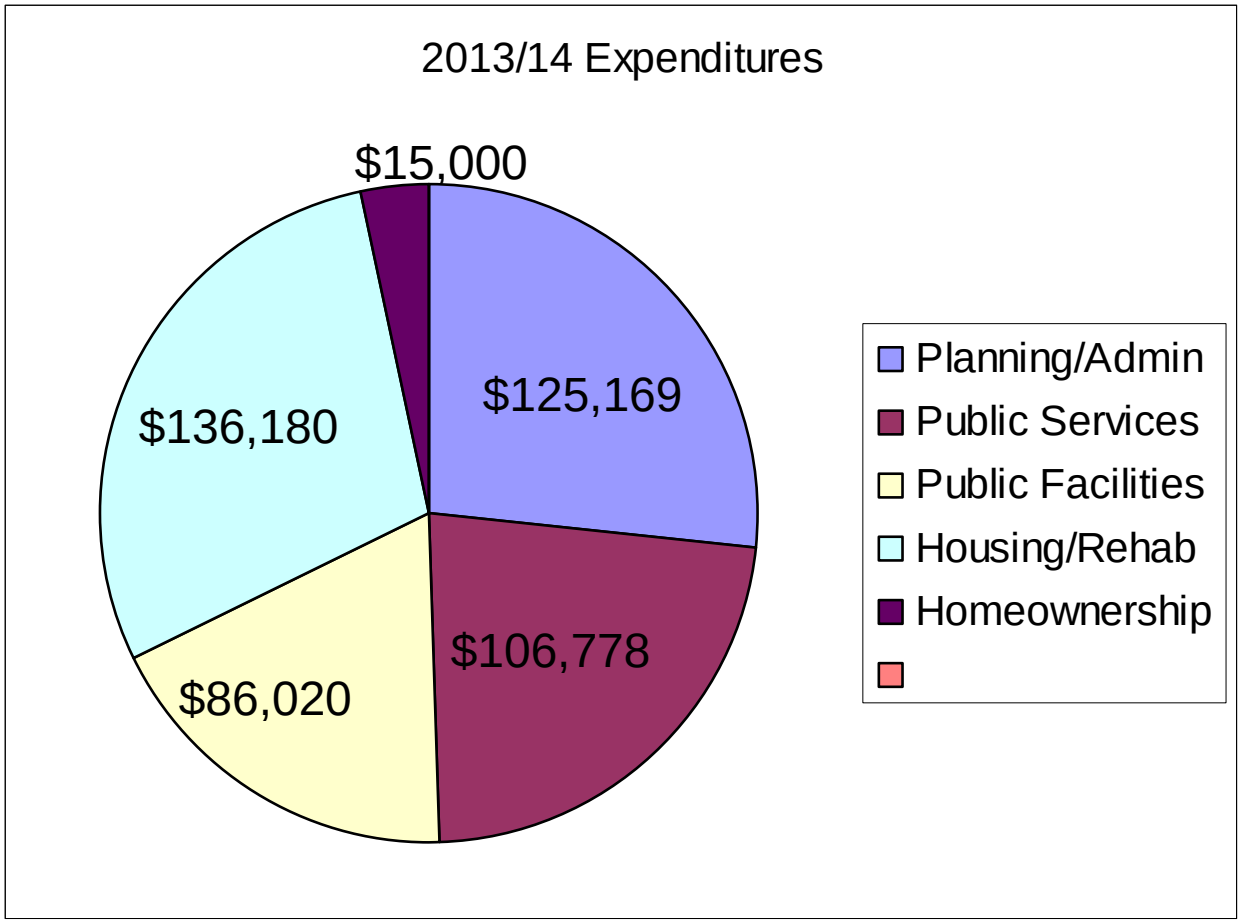
COMMUNITY DEVELOPMENT BLOCK GRANT

2013-14 Accomplishments and 2015-2019 5 Year Plan/2015 Annual Plan

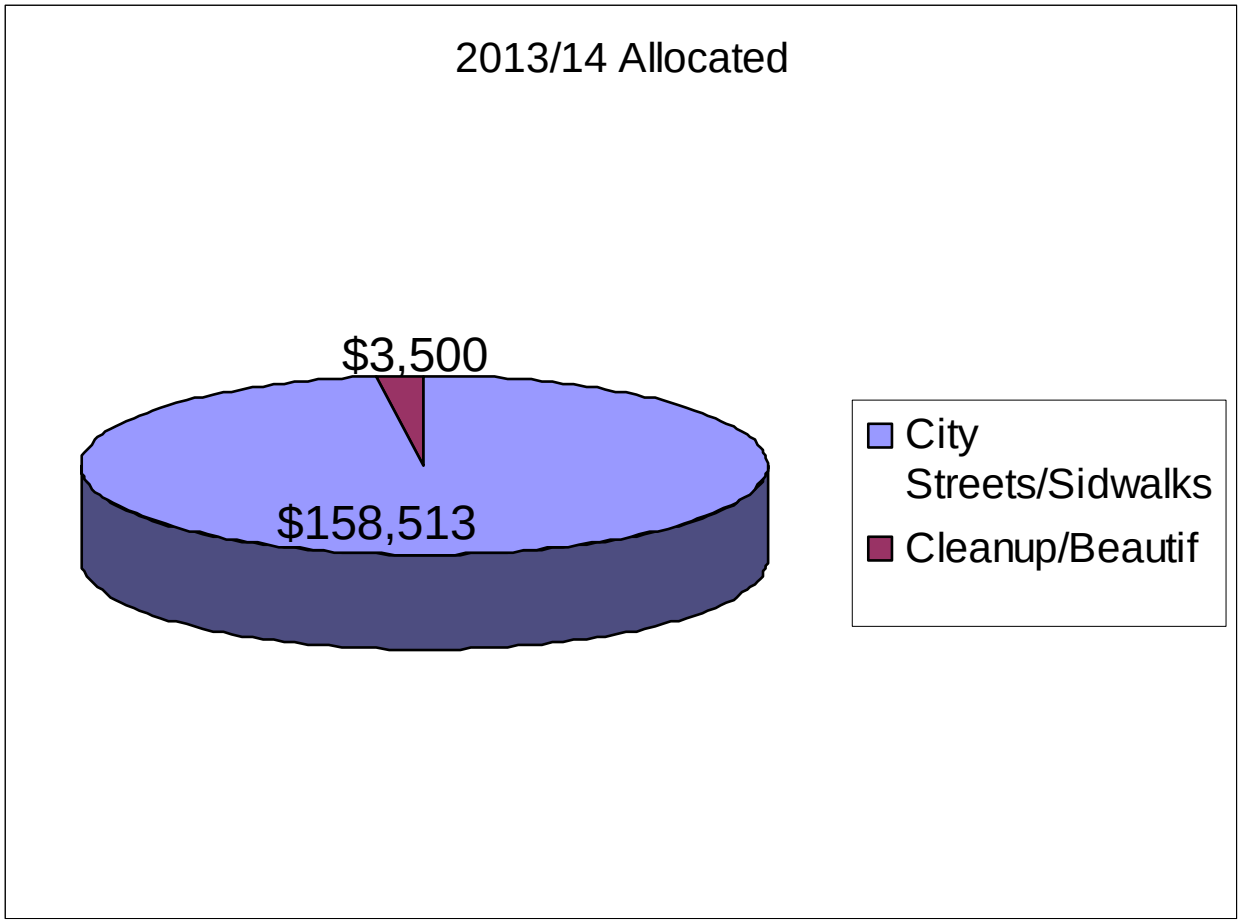
PUBLIC HEARING #1

February 17, 2015

2013-14 Accomplishments



2013-2014 Community Betterment

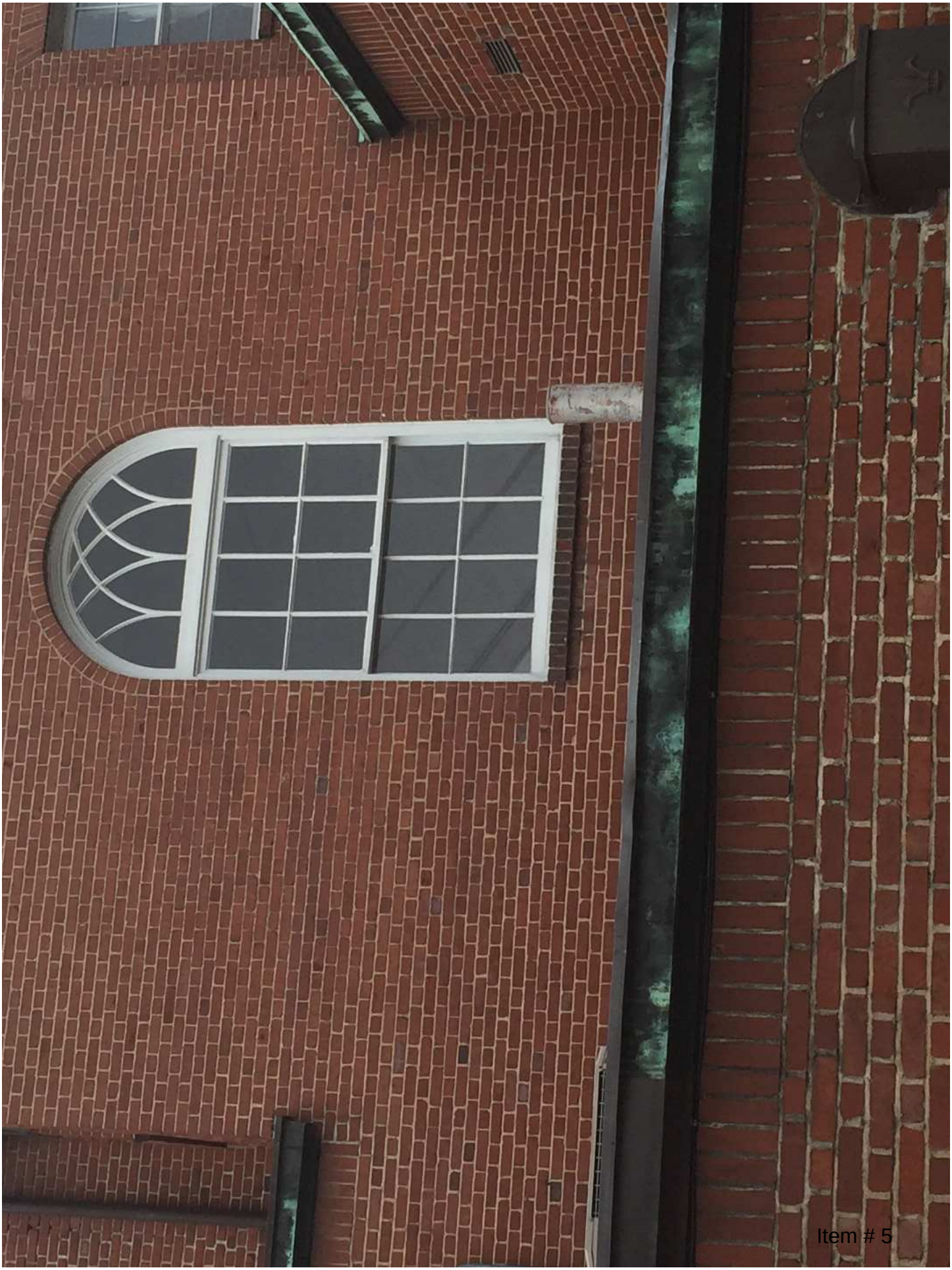


2013 -2014 Accomplishments $741,218

- Administration decreased by 15% previous year; 31% from 2011
- $150,000 remains for improvements to 900 Block Maryland Avenue sidewalk & retaining wall (multiple year infra. projects)
- About $159,000 remains available to spend on sidewalk imps and the Baltimore Avenue project
- Gilchrist gymnasium windows project phase 2 complete
- $15,000 remains available for Alleg Animal Shelter (currently planning stage)

Item # 5


Item # 5



Item # 5

Item # 5

Item # 5

Item # 5

Housing Programs

- 260 people received Homebuyer Education/15 families received closing cost grants to purchase homes
- 11 housing units received minor rehabilitation through several CDBG programs, 1 group home accessible respite site completed
- 2 homes weatherized
- 18 homeless families received case management

Item # 5

Item # 5

Item # 5

Item # 5

Public Services

- 632 people were directly served by various programs funded by CDBG which include health services for dental/prescriptions; youth programs to teach babysitting skills, and parenting education for at-risk families; resources provided to individuals with disabilities to remain self sufficient in their own home, at-risk children provided with mentor matches, art programs, homelessness prevention, and bus passes

QUESTIONS?

- **2013-14 Community Development Block Grant**
- **Accomplishments**

Community Needs & Non-Profit Presentations

- **Open Pubic Comments**

2015 Annual Plan Application

- **Package/Checklist Available on-line and in Community Development, City Hall**
- **Complete application due February 20, 2015, 4pm**
- **Project must meet national objective, be eligible for CDBG, and address a 5 Year Plan goal**
- **Project must serve low-mod income persons within Cumberland municipal City limits**

Proposed 5 Year Goals
Housing

- H-1 Increase, maintain and sustain quality affordable housing stock within the City of Cumberland
- H-2 Increase homeownership opportunities
- H-3 Perform outreach and education to ensure fair housing opportunities and affirmatively further fair housing
- H-4 Increase, maintain, and sustain quality affordable transitional housing
- H-5 Increase, maintain, and sustain quality, affordable accessible housing

Homeless and Special Populations

- HSP-1 Support development of emergency, cold weather, and permanent shelter(s) and supportive services to homeless and those at risk of becoming homeless
- HSP-2 Increase the supply of supportive housing (structural features and services) to serve at-risk and special needs populations
- HSP-3 Support programs and services to address needs of homeless and special needs populations including veterans and persons with HIV/AIDS

Non-Housing Community Development

- CD-1 Support maintaining, repairing, replacing and creating infrastructure and public facilities
- CD-2 Increase the safety, security, health, and wellness of Cumberland residents
- CD-3 Increase transportation options; special populations, economic development, recreation, education, employment, health and wellness purposes
- CD-4 Maintain and promote quality recreational opportunities and public services necessary to increase the quality of life for area low-mod income residents
- CD-5 Develop and implement plans and studies that address the goals of the Consolidated Plan
- CD-6 Reduce the isolation of income groups within areas through spatial de-concentration and the revitalization of deteriorating neighborhoods

CDBG Application Competition

- **$730,042 for: Housing/Rehabilitation, Public Facilities/Infrastructure Imps, Admin/Planning, Econ Dev, and Public Services**
- **Criteria for sub recipient risk assessment available-capacity, previous experience, amount of request, completeness**
- **Staff recommendations presented at 2nd public hearing April 7, 2015**

Public Comments Accepted

- **Tonight through April 21, 2015 to be submitted in writing at any stage of the 5 Year Plan/Annual Plan Process**
- **The 2015-2019 5 Year Plan/ 2015 Annual Plan is reviewed for approval by Mayor and City Council and sent to HUD for approval generally received in July 2015**

Regular Council Agenda
February 17, 2015

Description

Ordinance *(1st reading)* - authorizing the adoption of a Zoning District Map, dated April 7, 2015, to replace the existing official version and which shall be made part of the Zoning Ordinance.

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ADOPT A ZONING DISTRICT MAP, ENTITLED 'OFFICIAL ZONING MAP, CITY OF CUMBERLAND,' DATED APRIL 7, 2015, WHICH SHALL BE A PART OF THE ZONING ORDINANCE, PURSUANT TO THE COMPREHENSIVE REZONING CONDUCTED PURSUANT TO THE 2013 COMPREHENSIVE PLAN, WHICH OFFICIAL ZONING MAP SHALL REPLACE THE EXISTING OFFICIAL ZONING MAP, IN ACCORDANCE WITH THE PROVISIONS OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME."

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

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

WHEREAS, the Mayor and City Council have adopted the 2013 Comprehensive Plan, which includes provisions necessitating that amendments be made to the City's Official Zoning Map.

WHEREAS, following the adoption of the 2013 Comprehensive Plan, City staff began a comprehensive review of the Official Zoning Map to identify changes that would be needed in order to implement the recommendations set forth in the Comprehensive Plan.

WHEREAS, in connection with the foregoing, Staff made revisions to the Official Zoning Map and requested that the City of Cumberland Municipal Planning and Zoning Commission take the matter under consideration and recommend that the Mayor and City Council approve those revisions. Those revisions are set forth in the document titled ZMA 14-01 – Comprehensive Rezoning Staff Report Comprehensive Zoning Map Amendments, October 23, 2014 (the "Staff Report").

WHEREAS, the Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on December 8, 2014 and, at its January 12, 2015 meeting, voted unanimously to recommend the approval of the amendments to the Official Zoning Map proposed in the Staff Report. Notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of

Cumberland, once each week for two successive weeks (on November 24, 2014 and December 1, 2014), the first such notice having been published at least 14 days prior to the hearing, as required by Section 15.04.02 of the Zoning Ordinance

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on March 17, 2015, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on March 3, 2015 and March 10, 2015), the first such notice having been published at least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Official Zoning Map as set forth in the Staff Report.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the zoning district map entitled 'Official Zoning Map, City Of Cumberland,' dated April 7, 2015, shall be a part of the City of Cumberland Zoning Ordinance and shall constitute the Official Zoning Map for the City of Cumberland.

SECTION 2: AND BE IT FURTHER ORDAINED, not less than three (3) copies of the said Official Zoning Map shall be filed in the office of the City Clerk.

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

Passed this 7th day of April, 2015.

_____
Brian K. Grim, Mayor

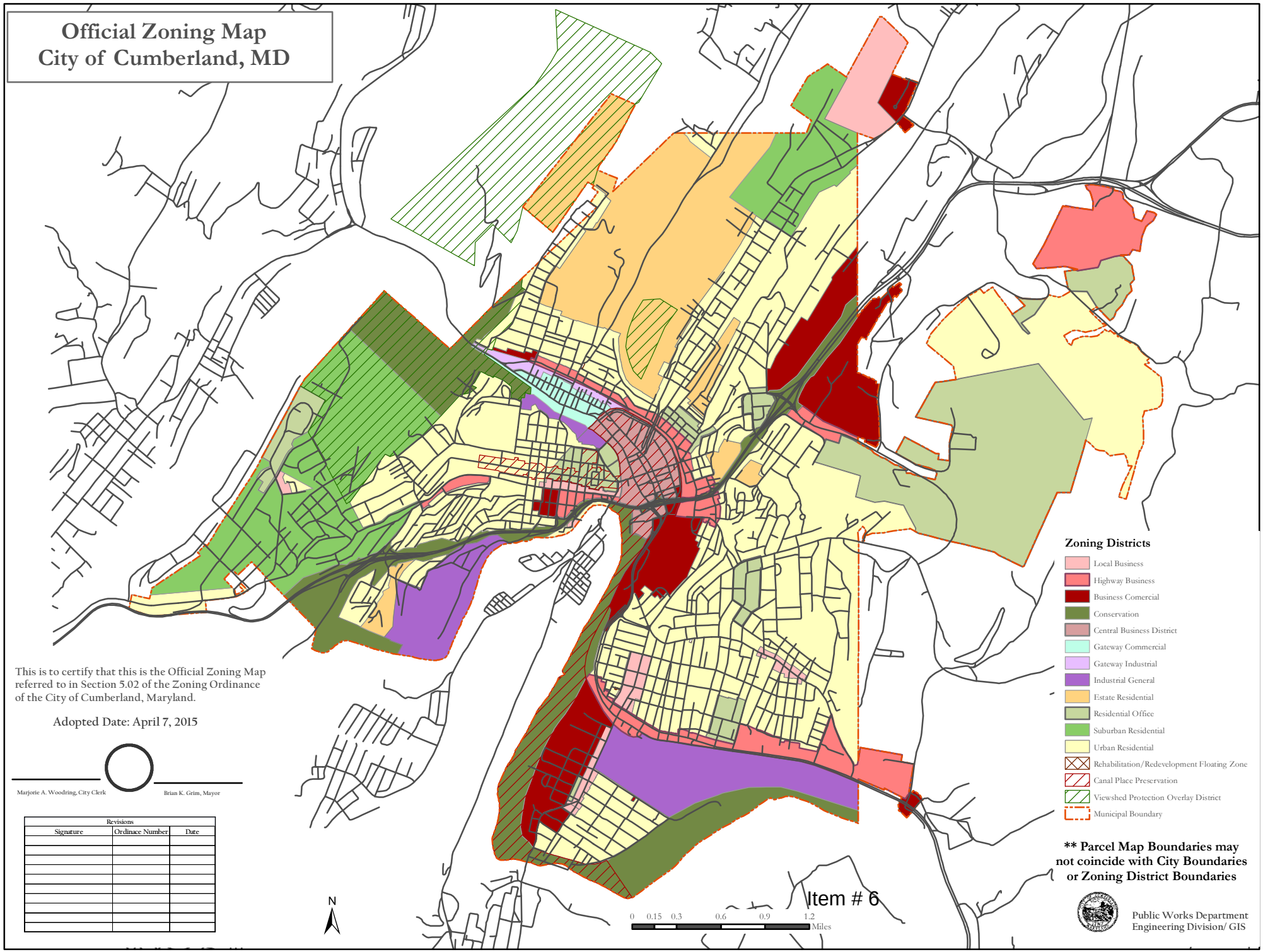
ATTEST:

_____
Marjorie A. Woodring, City Clerk

REMINDERS:

ATTACH COPY OF THE MAP

Official Zoning Map
City of Cumberland, MD



This is to certify that this is the Official Zoning Map referred to in Section 5.02 of the Zoning Ordinance of the City of Cumberland, Maryland.

Adopted Date: April 7, 2015

Marjorie A. Woodring, City Clerk

Brian K. Grim, Mayor

Revisions		
Signature	Ordinace Number	Date

Regular Council Agenda
February 17, 2015

Description

Ordinance *(1st reading)* - to repeal and reenact with amendments Chapter 23 of the City Code entitled "Subdivisions."

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS CHAPTER 23 OF THE CODE OF THE CITY OF CUMBERLAND TITLED 'SUBDIVISONS', TO-WIT: THE SUBDIVISION REGULATIONS OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND."

WHEREAS, Title 5 of the Land Use Article of the Annotated Code of Maryland empowers municipalities with the authority to enact and amend subdivision regulations.

WHEREAS, in accordance with the foregoing, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, or general welfare of the City of Cumberland to occasionally amend its Subdivision Regulations, as local needs and changes in State or Federal laws may warrant.

WHEREAS, following the adoption of the 2013 Comprehensive Plan, City staff began a comprehensive review of the existing Subdivision Regulations for the purpose of ascertaining the changes that would be needed in order to implement the recommendations set forth in the Comprehensive Plan. The review also included an assessment of grammatical and internal consistency changes, legal wording changes and administrative interpretations of the existing Subdivision Regulations.

WHEREAS, in connection with the foregoing, Staff made revisions to the Subdivision Regulations and requested that the City of Cumberland Municipal Planning and Zoning Commission take the matter under consideration and recommend that the Mayor and City Council approve those revisions. Those revisions are set forth in the document titled SRA 14-01 – Comprehensive Rezoning Staff Report Comprehensive Subdivision Regulation Amendments, October 23, 2014 (the "Staff Report").

WHEREAS, the Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on the December 8, 2014 and, at its January 12, 2015 meeting, voted unanimously to recommend the approval of the amendments to the Subdivision Regulations set forth in the Staff Report.

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on March 17, 2015, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of

Cumberland, on March 3, 2015 and March 10, 2015, as required by Section 5-103 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 amendments to the Subdivision Regulations as set forth in the Staff Report.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Chapter 23 of the Code of the City of Cumberland, the Subdivision Regulations, is repealed it its entirety and reenacted with amendments, the reenacted version of Chapter 23 being attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that the City Clerk shall send a certified copy of the reenacted subdivision regulations to the Clerk of the Circuit Court for Allegany County, Maryland.

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

Passed this 7th day of April, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

REMINDER:

ATTACH COPY OF SUBDIVISION REGULATIONS DOCUMENT – DAVE UMLING WILL NEED TO SUPPLY.

SUBDIVISION REGULATIONS – CITY OF CUMBERLAND, MD
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Chapter 23

SUBDIVISIONS

Article I: General Provisions

23-1 PURPOSE

These regulations establish measures and requirements for the subdivision of parcels of land and the procedures by which these requirements and measures are to be administered and enforced. The purpose of these regulations is to help ensure the orderly development of the City of Cumberland in accordance with the Comprehensive Plan and to provide for adequate community facilities in development and redevelopment areas.

23-2 AUTHORITY

These regulations are established in accordance with the provisions of the Land Use Article of the Annotated Code of Maryland.

23-3 JURISDICTION

Effective the date of adoption of these regulations, any owner of any tract, parcel, or lot of land located in the incorporated territory of the City of Cumberland who subdivides that land, creating one or more new lots or parcels of land, shall have a plat of this subdivision prepared and approved by the Municipal Planning and Zoning Commission of the City (hereinafter referred to as "Planning Commission" or "Commission") or its official designee in accordance with these regulations and the provisions of the Land Use Article of the Annotated Code of Maryland.

23-4 SEVERABILITY

It is hereby declared to be the intention of the Mayor and City Council of Cumberland that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance or the prior Ordinances hereby reenacted shall be declared unconstitutional or otherwise invalid for any reason in a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the validity of any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance or the prior Ordinances hereby reenacted.

23-5 OTHER APPROVALS REQUIRED

Projects requiring subdivision approval shall also comply with all other applicable local, state, and federal laws and regulations, such as the City of Cumberland Zoning Ordinance, City of Cumberland Stormwater Management Ordinance, soil erosion and sediment control requirements of the Allegany County Soil Conservation District etc.

Sections 23-6 through 23-14 reserved.

Article II: Definitions

23-15 SUBDIVISION

(a) Subdivision: A "subdivision" shall include all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale or building development and shall include all divisions of land involving the dedication of a new street or a change in an existing street or streets; provided, however, that the following shall not be included within this definition nor be subject to the provisions of these regulations:

(1) The combination or recombination of previously platted lots where the total number of lots is not increased and the resultant lots comply with the zoning regulations of the City of Cumberland.

(2) The division of land into parcels greater than five acres where no street right-of-way dedication is involved and the resultant lots comply with the applicable zoning regulations of the City of Cumberland.

(3) The public acquisition by purchase of strips of land for the widening or opening of streets.

(b) Minor Subdivision: A "minor subdivision" is any subdivision containing not more than five (5) lots fronting on an existing street; not involving any new street or road, the extension of municipal facilities, or the creation of any public improvements; not adversely affecting the remainder of the parcel or adjoining property; and not in conflict with any provision or portion of the Zoning Ordinance or these regulations.

(c) Major Subdivision: A "major subdivision" is any subdivision not classified as a minor subdivision, including but not limited to subdivisions of six (6) or more lots, or any size subdivision requiring any new street or extension of the local government facilities or the creation of any public improvements.

23-16 LOT

A "lot" is a piece, parcel or plat of land, intended as a unit for transfer of ownership or for development.

23-17 STREETS AND ALLEYS

A "street" is a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however otherwise designated.

(a) **Major arterial streets** are streets that now serve or may serve heavy local and regional traffic and major State and Federal highways.

(b) **Collector streets** are streets that carry traffic from minor streets to the major system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.

(c) **Local service or minor streets** are streets that are designed primarily to provide access to adjacent properties.

(d) **Cul-de-sac** shall mean a short minor street having one end open for vehicular traffic, the other end being permanently terminated, normally with a circular turn-around.

(e) **Alley** shall mean a strip of land publicly or privately owned which provides a secondary means to adjacent properties.

(f) **Marginal access streets** are minor streets which are parallel to and adjacent to arterial streets and highways, and which provide access to abutting properties and protection from through traffic.

(g) **Limited access streets** are arterial highways which have no intersections at grade with other streets, railroads, and no access from abutting properties.

(h) **Controlled access streets** are arterial streets and highways which have only a limited number of at-grade intersections with streets and railroads, and limited access from abutting properties.

23-18 GROUP DEVELOPMENT

A "group development" is a group of two or more principal structures built on one or more lots, parcel or tract of land, and designed for occupancy by separate families, firms, businesses or other enterprises.

23-19 LOT LINE ADJUSTMENT PLAT

A Lot Line Adjustment Plat is a survey plat prepared by a Licensed Land surveyor that is designed to adjust or change a common property line between any two (2) or more adjoining lots of record, provided that the total area of land involved will not either increase the number of parcels that currently exist or that could be legally created from any of the affected lots prior to the adjustment and the proposed adjustment will not create a lot that either does not comply with the Zoning Ordinance or will increase an existing nonconforming situation on any affected lot. A Lot Line Adjustment Plat shall be approved by the Zoning Administrator after confirming that all of the following standards and requirements have been satisfied:

(a) Zoning Compliance: Each lot impacted by a proposed lot line adjustment shall be reviewed for compliance with the applicable Zoning requirements for the zoning district in which the lot is located. A proposed lot line adjustment shall not be approved for recording if it will either cause a new nonconforming situation or increase an existing nonconforming situation on any affected lot unless and until a variance for said nonconformity has been approved in accordance with the procedures in Section 7 of the Zoning Ordinance.

(b) Deed of Exchange: Each Lot Line Adjustment Plat that is intended to exchange portions of land between two or more existing lots of record under separate ownership shall be accompanied by a properly and fully executed Deed of Exchange to be recorded by the City along with the approved Lot Line Adjustment Plat. Said deed shall specifically reference the accompanying Lot Line Adjustment Plat and shall accurately and completely describe the portions of the lots that will be conveyed or exchanged as a result of the proposed lot line adjustment.

(c) Lot Line Adjustment Plat Specifications: A Lot Line Adjustment Plat shall be drawn in waterproof ink on mylar and shall be at a scale of fifty (50) or one hundred (100) feet to one (1) inch. Where necessary, the plat may be on several sheets, accompanied by an index sheet showing the appropriate match lines for all detailed sheets. The Surveyor or his/her agent shall also submit to the City Engineer, after approval, scanned digital copies of the signed final plat in PDF format and an AutoCAD digital file copy (saved in the latest available version of AutoCAD) of the fully signed final plat. The Lot Line Adjustment plat shall also show the following:

(1) The exact boundary of each lot affected by the adjustment, showing clearly the existing and proposed new property lines, the amount of land to be exchanged between each lot, and the lot or lots from which and to which the adjustment will occur.

(2) The names of the legal owners and the assigned street addresses for each affected lot of record.

(3) The lines and names of all streets, alley lines, lot lines, building lines, easements and areas devoted to public use, with notes stating their purposes.

(4) Sufficient data to determine readily and reproduce accurately on the ground the location, bearing and length of every street and alley line, lot line, easement boundary line, block line and building line whether straight or curved for each affected lot. This shall include tangent distances, the central angle, and the radius, arcs, and chords of all curves. All linear dimensions shall be given in feet and hundredths thereof and angular dimensions shall be of comparable accuracy within the limits of good surveying practices. The boundaries of the tract shall be determined by an accurate survey with an error of closure not to exceed one (1) in ten thousand (10,000).

(5) The accurate location, material and size of all monuments.

(6) All setback lines accurately dimensioned.

(7) The name of the licensed land surveyor under whose supervision the plat was prepared, the date of the plat and the north arrow.

(8) Certification of the licensed land surveyor to the effect that the plat represents a survey made by him and that all monuments shown thereon actually exist and that their location, size and material are accurately shown.

(9) A form on the plat for the endorsement of the Zoning Administrator, similar to the following:

Approved by the City of Cumberland Zoning Administrator,
on the _____ day of _____, 20_____.
Signed: _____
Zoning Administrator

Sections 23-20 through 23-29 reserved.

Article III: Procedure for Securing Approval of Subdivisions

23-30 MINOR SUBDIVISION REVIEW PROCEDURES

Minor subdivisions as defined in Section 23-15 (b) shall be reviewed by the Planning Commission, acting through the Zoning Administrator or his/her authorized designee, in accordance with the following procedures:

(a) Preliminary Plat Conference: The Minor Subdivision applicant or his/her agent shall schedule a conference with the Zoning Administrator or his/her authorized designee to discuss the plat preparation and approval process prior to submitting a plat for review. The Zoning Administrator will provide information and advice concerning the review procedure and provide coordination for plat review and approval. The Zoning Administrator's office, however, will not undertake to design the subdivision or perform any service for which a qualified surveyor should be engaged.

(b) Final Plat - Application for Approval:

(1) Following the Preliminary Plat Conference, a Final Plat will be prepared in conformance with the requirements specified in Article VI (Plat Data). The Final Plat shall reflect the guidance received in the Preliminary Plat Conference and satisfy the applicable requirements of the Subdivision Regulations and Zoning Ordinance.

(2) If the Planning Commission, acting through the Zoning Administrator, is satisfied that the proposed subdivision is not contrary to applicable provisions of these regulations or any other law or ordinance, the Zoning Administrator will, after approval and signature of the City Engineer and any other applicable agency head, approve and sign the Final Plat.

(3) Following approval and signature by the Zoning Administrator, three (3) copies drawn in waterproof ink on mylar of the Final Plat are to be filed with the Clerk of Court of Allegany County by the Zoning Administrator's office, and other copies distributed to appropriate agencies including one (1) each for the files of the City Engineer and the Planning Commission. One (1) print of the signed tracing shall be returned to the Subdivider. The Subdivider or his/her agent shall also submit to the City Engineer scanned digital copies of the signed final plat in PDF format and an AutoCAD digital file copy (saved in the latest available version of AutoCAD) of the fully signed final plat.

(4) When an application for final approval of a plat has been submitted to the Zoning Administrator in accordance with these regulations and no notice of objection has been given by the Administrator within thirty (30) days after the submission thereof, and no such notice is given at the end of such time upon demand of the

applicant, the plat shall be deemed to be approved and a certificate to that effect shall be issued by the Zoning Administrator's office, on demand.

(5) The Final Plat shall be accompanied by the proposed restrictions, if any.

23-31 MAJOR SUBDIVISION REVIEW PROCEDURES:

Major subdivisions as defined in Section 23-15 (c) shall be reviewed by the Planning Commission in accordance with the following procedures:

(a) Pre-Application Procedure:

(1) Before filing an application for conditional approval of the Preliminary Plat, the Subdivider shall submit to the Planning Commission a sketch plan of the proposed subdivision indicating existing conditions, land characteristics (including significant trees as defined in Section 23-42 (d)), available utilities, existing covenants, and a general description or layout of the proposed number of residential lots, proposed lot sizes, utility and street improvements, and areas for all uses other than residential. This step does not require formal application but serves as an opportunity for preliminary discussions and recommendations.

(2) Within fifteen (15) days of the regular meeting at which the sketch plan is discussed, the Planning Commission shall inform the Subdivider that the plans and data as submitted, or as modified, do or do not meet the objectives of these regulations. When the Planning Commission finds the plans and data do not meet the objectives of these regulations, it shall express its reasons therefore.

(b) Preliminary Plat - Application for Conditional Approval:

(1) On reaching conclusions, informally as recommended in Section 23-31 (a) (2) above, regarding his general program and objectives, the Subdivider shall cause to be prepared a Preliminary Plat, together with preliminary improvement plans and other supplementary material as specified in Article VI.

(2) Before any Subdivider or his agent contracts for the sale of or offers to sell the whole or any part of any subdivision of land or any interest therein, said Subdivider or his agent shall file five (5) prints of a Preliminary Plat of said subdivision with the Planning Commission for its study, review, and recommendations. Such prints shall be filed in the office of the Planning Commission at least two (2) weeks before its next regular meeting to assure consideration of said Plat. One of these prints shall be for the records of the City Engineer for his recommendations. After the staff review has been completed and the Preliminary Plat is scheduled for consideration by the Planning Commission, the subdivider shall provide an additional seven (7) copies of the Preliminary Plat

for the review file and for mailing to the individual members of the Planning Commission.

(3) The Preliminary Plat shall be prepared in accordance with the requirements specified in Article VI (Plat Data) and shall be submitted prior to the completion of the final surveys of streets and lots and before any grading or construction work has been started upon the proposed streets and before any map of said subdivision is made in final form for recording.

(4) The Preliminary Plat shall be reviewed by the Planning Commission, Zoning Administrator, City Engineer, and other officials affected by such Plat for conformance with the Subdivision Regulations, Zoning Ordinance, pertinent goals and objectives of the Comprehensive Plan, and other applicable regulations and policies.

(5) On receipt of reports from the Zoning Administrator, City Engineer, and other officials and on completion of its review, the Planning Commission shall, within forty (40) days, approve or disapprove the Preliminary Plat, advising the Subdivider of its action.

(6) Preliminary approval shall not constitute approval of the Final Plat, rather it shall be deemed an expression of the approval of the layout submitted on the Preliminary Plat as a guide to the preparation of the Final Plat which will be submitted for the approval of the Planning Commission and for recording upon fulfillment of the requirements of these regulations and the conditions of the preliminary approval, if any.

(7) The action of the Planning Commission shall be noted on two (2) copies of the Preliminary Plat, referenced and attached to any conditions determined. One (1) copy shall be returned to the Subdivider and the other retained by the Planning Commission.

(8) Should the Subdivider fail to submit to the Planning Commission, within two (2) years of the date of the conditional approval of the Preliminary Plat, a Final Plat affecting all or a portion of the area covered by the Preliminary Plat, the conditional approval of the Preliminary Plat shall expire.

(c) Final Plat - Application for Approval:

(1) Application for approval of the Final Plat shall be submitted in writing to the office of the Planning Commission at least ten (10) days prior to the regularly scheduled meeting at which the applicant desires it to be considered.

(2) The original signed mylar and six (6) paper prints or copies of the Final Plat and other exhibits required for approval shall be submitted as specified in Article VI.

One (1) of these prints shall be for the records of the City Engineer for review and approval according to item (4) below.

(3) The Final Plat shall conform substantially to the Preliminary Plat as approved, and if desired by the Subdivider, it may constitute only that portion of the approved Preliminary Plat which he proposes to record and develop at the time; provided, however, that such portion conforms to all the requirements of these regulations.

(4) A certificate by the City Engineer shall be furnished stating that the improvements required to be accomplished by the Subdivider have been satisfactorily completed; or, in lieu thereof, the Subdivider shall furnish to the City a bond or other form of guarantee acceptable to both the City Attorney and the Planning Commission, to assure the accomplishment of such improvements within the period of time fixed by the Commission in an amount recommended by the City Engineer, and approved by the Commission, to be adequate to cover the total estimated costs of the required improvements, or in the alternative, a receipt from the City Clerk, showing that prepayment has been made in the amount so fixed. The Subdivider shall provide an as-built drawing of improvements certified correct by a Registered Professional Engineer. Said as-built drawing submissions shall be prepared in the same manner and in the same formats as required for the Final Plat under Section 23-31 (c) (5) below. When the City Engineer and the Planning Commission have determined that a performance bond is required for a proposed subdivision, the Subdivider shall post said bond with the City prior to recording of the Final Plat.

(5) The Planning Commission shall review each application for final approval presented in accord with these rules and regulations. When the Planning Commission grants final approval, such approval shall be entered in writing by the Chairman or Secretary of the Commission on the original plat mylars, three (3) mylar prints of which are to be filed with the Clerk of Court of Allegany County by the Commission, and other copies distributed to appropriate agencies including one (1) each for the files of the City Engineer and the Commission. One (1) print of the signed plat shall be returned to the Subdivider. The Subdivider or his/her agent shall also submit to the City Engineer scanned digital copies of the signed final plat in PDF format and an AutoCAD digital file copy (saved in the latest available version of AutoCAD) of the final plat that was signed.

(6) When an application for final approval of a plat has been submitted to the Planning Commission in accordance with these regulations and no notice of objection has been given by the Commission within thirty (30) days after the submission thereof, and no such notice is given at the end of such time upon demand of the applicant, the plat shall be deemed to be approved and a certificate to that effect shall be issued by the Commission, on demand.

(7) The Final Plat shall be accompanied by the proposed restrictions, if any.

(8) Once a Final Plat for a Major Subdivision has been approved and signed by the Planning Commission, it shall be recorded in the Allegany County Land Records Office by City staff.

Sections 23-32 through 39 reserved.

Article IV: General Requirements and Minimum Standards of Design

CONFORMITY WITH EXISTING PLANS

All proposed subdivisions shall be in conformity with a plan for the most advantageous development of the entire neighboring area and shall bear a sensible relationship to the City's existing or amended Comprehensive Plan. Resubdivision of a lot or parcel of land in an existing recorded subdivision will be approved only in those cases where it is clearly shown that such resubdivision will not in any manner be detrimental to the neighboring area or plan.

23-40 STREETS:

(a) **Major Thoroughfare Plan**: Whenever a tract to be subdivided embraces any part of a thoroughfare, boulevard, or parkway so designated by the Planning Commission, such part of such proposed public way shall be platted by the Subdivider in the location and to the width recommended by the Commission.

(b) **Relation to Adjoining Street System**: The proposed street system shall extend existing streets or projects to the same or greater width but in no case less than the required minimum width. Where in the opinion of the Planning Commission it is desirable to provide for street access to adjoining property, proposed streets shall be extended by their dedication to the boundary of such property. The Planning Commission may require a Subdivider to provide a future street connection to an adjoining parcel of land that would otherwise be landlocked or would be made landlocked by the proposed subdivision. The Planning Commission also may, upon recommendation of the Police Chief, Fire Chief, and/or the Comprehensive Plan, require multiple street access points for subdivisions creating twenty (20) or more buildable lots to ensure adequate and safe alternative access for the provision of reliable emergency services.

(c) **Unsubdivided Portion of Plat**: When the plat submitted represents only a portion of land owned by the Subdivider, the Subdivider shall submit a tentative street layout for the remaining portion of the land.

(d) **Contour of Land**: The proposed subdivision shall take advantage of and be adjusted to the contour of the land so as to produce usable lots and streets of reasonable gradient.

(e) **Minor Streets**: Minor streets shall be laid out so that their use by through traffic will be discouraged

(f) **Marginal Access Streets**: When a subdivision borders or contains a railroad right-of-way or limited access highway right-of-way, the Planning Commission may require, based on a recommendation by the City Engineer, a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.

(g) **Reserve Strip**: Reserve strips controlling access to streets shall be prohibited except where they are definitely placed under City control in accordance with conditions approved by the Commission.

(h) **Curves and Grades**:

(1) *Tangents:* A tangent at least 100 feet long shall be introduced between reverse curves on all arterial and collector streets.

(2) *Horizontal Curves:* Where a deflection angle of more than 10° in the alignment of a street occurs, a curve of reasonably long radius shall be introduced. The centerline radius of curvature shall not be less than 400 feet on all major arterial streets, 300 feet on all collector streets and 200 feet on all minor local service streets.

(3) *Alignment and Visibility:* Clear visibility measured along the centerline, shall be provided for at least three hundred (300) feet on major arterials; two hundred (200) feet on collector streets and at least one hundred (100) feet on minor streets.

(4) *Vertical Curves:* All changes in grade shall be connected by vertical curves designed to the specifications of the City Engineer, in accordance with good engineering practice.

(5) *Grades:* Grades on all street profiles shall be approved as specified by the City Engineer, in accordance with good engineering practice. Whenever feasible, grades shall not exceed the following, with due allowance for reasonable vertical curves:

Street Type	Percent Grade
Arterial	Per Maryland State Highway Administration standards
Collector	10%
Minor	12%
Marginal Access	10%

(i) **Intersections**:

(1) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect with any other street at less than a 60 degree angle.

(2) Property lines at street intersections shall be rounded with a radius of twenty (20) feet or of greater radii where the Commission may deem it necessary. The Commission may permit comparable cutoffs or chords in place of rounded corners.

(3) At street and alley intersections, curbs shall be rounded by an arc, the minimum radius of which shall be ten (10) feet.

(4) Street jogs with centerline off-sets of less than 125 feet shall be avoided.

(j) **Rights-of-Way**: Street right-of-way widths shall be as shown on the Thoroughfare Plan and where not shown therein shall be not less than as follows:

Street Type	Right-of-Way Width
Major Arterial	80 feet
Collector	60 feet
Minor	50 feet
Marginal Access	40 feet
Alley	20 feet

Subject to the approval of the City Engineer, the above requirements may be reduced in cases where the full specified right-of-way width is not available.

(k) **Half Streets**: Half streets shall be prohibited except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations; and where the Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Whenever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.

(l) **Dead-End Streets**: Streets designed to have one end permanently closed (cul-de-sacs) shall terminate in a circular area for public right-of-way having a minimum property line radius of 50 feet. In addition, space for parking bays shall be provided as needed. Cul-de-sacs longer than 500 feet are discouraged.

(m) **Temporary Turn-Arounds**: The Planning Commission may require a suitable turn-around when a street is temporarily dead-ended over one hundred and fifty (150) feet from its nearest intersection. Such turn-around will be adequate to accommodate the turning radius of fire engines and other emergency vehicles. Temporary turn-arounds also may be provided at the

parcel boundary, where a future interparcel street connection is required by the Planning Commission.

(o) **Alleys**: Alleys shall be provided to the rear of all lots used for the business purposes but shall not be provided in residential blocks except where the need for alleys is fully justified.

(p) **Street Names**: Proposed streets which are obviously in alignment with others already existing and named shall bear the name of the existing streets. In no case shall the name for proposed streets duplicate, or be phonetically similar to existing street names, irrespective of the use of the suffix: Street, Avenue, Boulevard, Drive, Place or Court. Street name suffixes for proposed new alleys should be "Alley" and appropriate suffixes for all proposed private drives should be "Way" or "Place." All proposed street names shall be reviewed and approved by the City prior to Preliminary Plat approval, in coordination with the Allegany County Street Naming and Numbering Committee.

23-41 BLOCKS:

(a) **Orientation**: The length, width and shape of a block shall be determined with due regard to (1) provision of adequate building sites suitable to the special needs of the type of use contemplated, (2) needs for convenience, access, circulation, control and safety of street traffic, (3) limitations and opportunities of topography, and (4) zoning requirements as to lot sizes and dimensions.

(b) **Block Length**: Block lengths shall not exceed sixteen hundred (1,600) feet, or be less than three hundred fifty (350) feet.

(c) **Block Width**: Blocks shall be at least wide enough to allow two tiers of lots of minimum depth, except where prevented by topographical conditions, or the size of the property. A single tier of lots may be used adjoining a major thoroughfare when access is provided from a minor interior street.

(d) **Crosswalks**: Pedestrian crosswalks not less than ten (10) feet wide may be required when deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities.

(e) **Sidewalks**: Sidewalks at least five (5) feet wide shall be provided when required by the Planning Commission to provide proper circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. Mid-block and non-intersection crosswalks shall not be allowed, unless otherwise approved by the City Engineer.

23-42 LOTS:

The lot size, width, depth, shape and orientation and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development contemplated and shall conform to the following:

(a) **Arrangement**:

(1) Every lot or parcel of land shall abut on a public right-of-way.

(2) Insofar as practical, side lot lines shall be at right angles to straight street lines or radial to curved street lines.

(3) Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

(4) Double frontage and reverse frontage lots shall be avoided except where desirable to provide separation of residential development from traffic arteries and to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten (10) feet, across which there shall be no right-of-way access, shall be provided along the lines of lots abutting such traffic artery or other disadvantageous use.

(5) Corner lots for residential use shall have extra width to permit appropriate building set-back from and orientation to both streets.

(b) **Lot Size**: Lot dimensions and set-back shall conform to the requirements of the Zoning Ordinance.

(c) **Lot Depth**: Where practical, the depth of a lot shall not exceed three times the width, and shall not be less than ninety (90) feet.

(d) **Areas of Disturbance**: Each lot shall contain adequately developable areas of disturbance for development in accordance with the applicable requirements of the Zoning Ordinance. When dividing a property into lots, special consideration should be given to the preservation of "significant trees" (defined as a Specimen Tree in accordance with the Maryland Forest Conservation Act) when designing the subdivision. When delineating lot boundaries, the subdivider should determine that each lot contains adequate buildable area to develop with as little conflict with or impact on significant trees as possible. Where a subdivision site contains large stands or wooded areas (consisting of at least 10,000 square feet of concentrated or contiguous tree canopy with a minimum width of not less than fifty [50] feet.) containing significant trees, such areas shall be prioritized for preservation as common open space or bio-retention areas for stormwater management within the subdivision, where feasible. The

preservation of significant trees shall be a priority consideration for any subdivision located in a Viewshed Protection or Gateway Zone, in accordance with the Zoning Ordinance.

23-43 RESIDENTIAL SUBDIVISION SETBACKS AND FENCIING ALONG RAILROADS:

In order to protect residential subdivisions from potential railroad hazard and noise impacts, each residential subdivsion that adjoins a Class I railroad right-of-way shall provide a fifty (50) foot buffer strip between each railroad right-of-way line and all residential lots. Each residential subdivision that adjoins any other railroad right-of-way shall provide a thirty (30) foot buffer strip between each railroad right-of-way line and all residential lots. Each buffer strip shall be improved to include a seven (7) foot tall security fence adjacent to the railroad right-of-way line and additional vegetative plantings at spacing that will provide an effective year-round visual screen of the required fencing.

23-44 EASEMENTS:

(a) Easements in favor of the City, at least 20 feet wide, 10 feet on each rear- and side-yard lot lines and when deemed necessary to gain adequate access to rear lot lines along side lot lines, shall be provided for utilities such as public service poles, conduits and sewer or water lines.

(b) Where a subdivision is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way in favor of the City, conforming substantially with the lines of such water course, and such further width or construction, or both, as will be adequate for the purpose. Parallel streets or parkways may be required in connection therewith.

23-45 PUBLIC SITES AND OPEN SPACES:

The Planning Commission may require that suitable areas be dedicated for public use or reserved for the common use of all property owners within the proposed subdivision by deed covenants. In the interest of public welfare, at least five (5) percent of the area or one-half (0.5) acre, whichever is greater of every subdivision containing twenty (20) or more buildable lots, exclusive of streets, should be set aside for public use. Where the tract contains less than forty (40) acres, such reservations for open space may be combined wherever possible with similar reservations in adjoining tracts. The preservation of significant trees on the subdivision site shall be a priority consideration when determining what land will be preserved as open space, in accordance with Section 23-42 (d) above. The Planning Commission may authorize an increase in the number of permitted lots within a subdivision (and a corresponding decrease in minimum lot sizes and required rear and side yard setbacks to accommodate the additional lots), not to exceed five (5) percent, where the subdivision will provide at least ten (10) percent of the

development site (exclusive of streets) as open space and will preserve all significant trees within the subdivision, as defined in Section 23-42 (d) above. A subdivision site containing less than Six (6) significant trees shall not be eligible to receive a density bonus under this provision.

Sections 23-46 through 23-49 reserved.

Article V: Required Improvements

23-50 MONUMENTS:

Monuments tied into the State Plane Coordinate System referencing NAD83 with units in survey feet shall be placed at all block and/or lot corners, angle points, points of curves in streets, and at intermediate points as shall be required and referenced on the subdivision plat in accordance with the digital mapping standards approved by the City Engineer. The monuments shall be of such material, size and length as may be approved by the City Engineer.

23-51 UTILITY AND STREET IMPROVEMENTS:

The following utility and street improvements shall be provided by the Subdivider in each new subdivision:

(a) Connection to a public water distribution system, as approved by the City Engineer.

(b) Connection to a public sewer system, as approved by the City Engineer.

(c) Underground installation of electric, gas, telephone, and CATV lines, as approved by the City Engineer.

(d) Storm sewer system and other drainage improvements, as approved by the City Engineer. All stormwater conveyance and management improvements shall be designed in accordance with the City's Stormwater Management Ordinance.

(e) **Arterial and Collector Streets**: As approved by the Planning Commission and City Engineer. The City Engineer may require the applicant to prepare a traffic impact analysis to quantify the amount of traffic generated by the proposed development where necessary to determine the required width of arterial and collector street improvements.

(f) **Minor Street**: 50 foot right-of-way, 30 foot pavement, two curb sections, two five-foot utility or street tree areas, two five-foot sidewalks when required by the Planning Commission. The City Engineer may reduce these standards to 24 foot pavement and/or two

shoulders and two drainage swales with no curb sections where warranted by topographic or other local conditions. See the typical cross section drawing in Figure 1 below:

Figure 1: Minor Street Typical Cross Section

(g) **<u>Marginal Access Street</u>**: 40 foot right-of-way, 24 foot pavement, two curb sections, one five-foot utility or street tree areas, one five-foot sidewalk when required by the Planning Commission, and one six-foot utility or street tree area on the opposing side or on both sides where no sidewalk is required. The City Engineer may reduce these standards to two shoulders and two drainage swales with no curb sections where warranted by topographic or other local conditions. See the typical cross section drawing in Figure 2 below:

Figure 2: Marginal Access Street Typical Cross Section

(h) **<u>Streets along development boundaries and streets connecting development with existing improved street system</u>**: As approved by the Planning Commission.

(i) **<u>Pavement base, pavement, wearing surface, sidewalks and curbs</u>**: According to specifications of the City Engineer. Roadway pavement specifications may vary, due to the type of street, projected traffic volumes, type of use, and soil conditions.

(j) **<u>Driveways</u>**: As approved by the City Engineer. Proposals for private driveways within public rights-of-way are subject to site plan review in accordance with Section 8 of the Zoning Ordinance, and shall be reviewed by the City Engineer with regard to the following factors:

(1) Effect of the proposed development on future ability to construct an improved public roadway within the driveway.

(2) Compliance with City and State stormwater management/soil erosion and sediment control requirements.

(3) Ability to accommodate emergency vehicle access.

(4) Effects on adjacent properties (access, drainage, etc.).

The City Engineer shall make a recommendation regarding proposals for private driveways within public rights-of-way to the Zoning Administrator as part of the site plan review process.

(k) **Grading and centerline gradients**: Plans and profiles as approved by the City Engineer.

(l) The City Engineer may require that the Subdivider provide an as-built drawing of such improvements certified correct by a Registered Professional Engineer.

Sections 23-52 through 23-59 reserved.

Article VI: Plat Data

23-60 PRELIMINARY PLAT SPECIFICATIONS:

The preliminary plat shall be drawn at a scale of either fifty (50) or one hundred (100) feet to one (1) inch and shall show the following on one or more sheets:

(a) The subdivision name, the names and addresses of the owner or owners, and the designer of the plat.

(b) Date, approximate north point, and horizontal scale.

(c) A vicinity sketch showing the position of the subdivision with relation to the surrounding streets and properties.

(d) The boundary line of the tract to be subdivided drawn accurately to scale with accurate linear and angular dimensions.

(e) Names of adjacent subdivisions and owners of undivided tracts.

(f) Contours at an interval of not more than five (5) feet.

(g) The location of existing and platted property lines, lot and block numbers, streets, building, water courses, railroads, bridges, water mains, sewers, culverts, drainpipes and other public utility easements both on the land to be subdivided and on the land immediately adjoining.

(h) Sites, if any, for multi-family dwellings, shopping centers, churches, industry or other non-public use, exclusive of single-family dwellings.

(i) The names, proposed location and approximate dimension of proposed streets, alleys, easements, parks and other open spaces, reservations, lot lines and building lines.

(j) Site data, including numbers of residential lots, typical lot size, and acres in parks, etc.

(k) When deemed necessary by the City Engineer, profiles of all streets showing natural and finished grades.

(l) A copy of any proposed deed restrictions or restrictive covenants.

(m) A copy of the approved conceptual stormwater management plan for the subdivision in accordance with the applicable regulations in effect at the time of the submission.

(n) A copy of the proposed sediment control plan for the subdivision in accordance with the applicable regulations in effect at the time of the submission.

23-61 FINAL PLAT SPECIFICATIONS:

The final plat shall be drawn in waterproof ink on mylar and shall be at a scale of either fifty (50) or one hundred (100) feet to one (1) inch. Where necessary, the plat may be on several sheets, accompanied by an index sheet showing the entire subdivision. For large subdivisions the final plat may be submitted for approval progressively in contiguous sections satisfactory to the Planning and Zoning Commission. The final plat shall show the following:

(a) The exact boundary of the tract of land being subdivided, showing clearly the disposition of all portions of the tract into designated tracts, lots, streets, alleys, parks or other classifications, the exact location and width of all existing or recorded streets intersecting the boundary of the tract being subdivided, and the names of adjoining parcels of unsubdivided land.

(b) The lines and names of all streets, alley lines, lot lines, building lines, easements and areas devoted to public use, with notes stating their purposes and lot and block numbers.

(c) An accurate location of the subdivision in reference to the real estate records of Allegany County.

(d) Sufficient data to determine readily and reproduce accurately on the ground the location, bearing and length of every street and alley line, lot line, easement boundary line, block line and building line whether straight or curved. This shall include tangent distances, the central angle, and the radius, arcs, and chords of all curves. All linear dimensions shall be given in feet and hundredths thereof and angular dimensions shall be of comparable accuracy within the limits of good surveying practices. The boundaries of the tract shall be determined by an accurate survey with an error of closure not to exceed one (1) in ten thousand (10,000).

(e) The accurate location, material and size of all monuments.

(f) The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon and of all property that may be reserved by deed covenants for the common use of the property owners in the subdivision.

(g) All setback lines accurately dimensioned.

(h) Protective covenants in form for recording.

(i) The title including the name of the subdivision, the City, the name of the registered engineer and/or licensed land surveyor under whose supervision the plat was prepared, the date of the plat and the north arrow.

(j) Certification of the licensed land surveyor to the effect that the plat represents a survey made by him and that all monuments shown thereon actually exist and that their location, size and material are accurately shown. Where the plat also depicts information and improvements prepared by a registered engineer, the registered engineer shall further certifiy that all such design improvements are accurately depicted.

(k) A certificate by the City Engineer, certifying that the Subdivider has complied with one of the following alternatives:

(1) All improvements have been installed in accord with the requirements of these regulations and with the action of the Planning Commission giving conditional approval of the preliminary plat.

(2) A bond or a legally acceptable guarantee under Section 23-31 (c) (4) of these regulations, or certified check has been posted, which is available to the City, equal to the estimated cost of improvements, which shall be released after a period of one year from installation of all improvements, provided the work is inspected and approved by the City Engineer at the end of such period.

The Subdivider shall provide an as-built drawing of the improvements certified correct by a Registered Professional Engineer.

(l) A certificate of ownership and dedication properly completed and signed by the owners and all other interested parties, similar in wording to the following:

"The undersigned hereby acknowledge(s) this plat and allotment to be _____ free act and deed and hereby dedicate(s) to public use as streets, playgrounds, parks and easements, forever, all areas so shown and indicated on said plat."

"The undersigned hereby further certify(ies) that all depicted proposed streets, infrastructure improvements and easements will be conveyed free and clear of all liens and encumbrances except those approved by the City.

(m) A form on the plat for the endorsement of the Planning Commission, similar to the following:

Approved by the Cumberland Planning and Zoning Commission,
on the _____ day of _____, 20_____.
Signed: _____
Chairman-Secretary

(n) A copy of the approved stormwater management plan for the subdivision in accordance with the applicable regulations in effect at the time of the submission.

(o) A copy of the approved sediment control plan for the subdivision in accordance with the applicable regulations in effect at the time of the submission.

(p) A deed of conveyance for any and all dedicated rights-of-way for any new proposed public streets and accessways within the subdivision, duly signed by the legal owners of the lands to be conveyed.

Sections 23-62 through 23-69 reserved.

Article VII: Hardships and Conditions

23-70 HARDSHIPS:

(a) Where the Planning Commission finds that extraordinary hardships may result from strict compliance with these regulations, it may vary the regulations so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of nullifying the intent and purposes of the Comprehensive Plan, or these regulations.

(b) The Planning Commission shall determine extraordinary hardship if it finds all of the following facts in regard to the subdivision:

(1) That the land is of such shape or size, or is affected by such topographic conditions, or is subject to such title limitations of record that it is impossible or impractical for the Subdivider to comply with all of the regulations of this Ordinance.

(2) That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the vicinity of the subject property.

(3) That the hardship is not solely economic and was not caused by the property owner.

23-71 CONDITIONS:

In granting variances and modifications, the Planning Commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so varied or modified.

Sections 23-72 through 23-79 reserved.

Article VIII: Penalties

23-80 PENALTIES:

Any violation of any provision of this Ordinance shall be a municipal infraction and the violator shall be fined an amount of five hundred dollars ($500.00) for a single violation and one thousand dollars ($1,000.00) for any second violation. Each day a violation occurs shall constitute a separate offense. Nothing contained in this section shall be construed to limit the power or authority of the Mayor and City Council of Cumberland or its appropriate officer, agent, or employee from pursuing any other remedy available to enjoin, restrain, or recover damages and costs incurred as a result of the violation. Further, nothing contained herein shall be construed to preclude any individual, person, firm, corporation, etc., from seeking any remedy which he or it might have for any violation of this Ordinance. All fines shall be payable to the Mayor and Council which shall remit the same on a daily basis to the City Treasurer.

Sections 23-81 through 23-99 reserved.

Regular Council Agenda
February 17, 2015

Description

Ordinance *(1st reading)* - to repeal and reenact, with amendments, a Zoning Ordinance to establish rules and regulations relating to all matters concerning planning and/or zoning and the administration thereof within the City of Cumberland

Approval, Acceptance / Recommendation

A copy of the proposed Zoning Ordinance may be obtained from the City Clerk's office.

A public hearing to receive comment on this Ordinance will be held May 17, 2015.

The Ordinance will be considered for final adoption on April 7, 2015.

☐ Budgeted

☑ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, A ZONING ORDINANCE OF THE CITY OF CUMBERLAND, MARYLAND, TO PROMOTE THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE COMMUNITY BY REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS, AND OTHER SPACES, THE DENSITY OF POPULATION, AND THE LOCATION AND USE OF BUILDINGS, SIGNS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCES, OR OTHER PURPOSES, IN ACCORDANCE WITH A COMPREHENSIVE PLAN; TO PROVIDE FOR THE ADMINISTRATION AND ENFORCEMENT OF THE REGULATIONS AND RESTRICTIONS; TO IMPOSE CERTAIN DUTIES AND CONFER POWERS UPON THE BUILDING ENGINEER AND THE BOARD OF APPEALS, WHICH SAID BOARD IS CREATED BY THE PROVISIONS OF THIS ORDINANCE; TO PROVIDE FOR APPEALS; TO PROVIDE PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE; TO PROVIDE FOR AMENDMENTS TO THIS ORDINANCE AND TO PROVIDE FOR THE REPEAL OF ALL OTHER LAWS IN CONFLICT WITH THIS ORDINANCE; IN ACCORDANCE WITH THE PROVISIONS OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME."

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

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

WHEREAS, the Mayor and City Council have adopted the 2013 Comprehensive Plan, which includes provisions necessitating that amendments be made to the City's Zoning Ordinance.

WHEREAS, following the adoption of the 2013 Comprehensive Plan, City staff began a comprehensive review of the existing Zoning Ordinance for the purpose of ascertaining the changes that would be needed in order to implement the recommendations set forth in the Comprehensive Plan. The review also included an assessment of grammatical and internal consistency changes, legal wording changes and administrative interpretations since the last comprehensive rezoning in 2008.

WHEREAS, in connection with the foregoing, Staff made revisions to the Zoning Ordinance and requested that the City of Cumberland Municipal Planning and Zoning Commission take the matter under consideration and recommend that the Mayor and City Council approve those revisions. Those revisions are set forth in the document titled ZTA 14-01 – Comprehensive Rezoning Staff Report Comprehensive Zoning Text Amendments, October 23, 2014 (the "Staff Report").

WHEREAS, the Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on the December 8, 2014 and, at its January 12, 2015 meeting, voted unanimously to recommend the approval of the amendments to the Zoning Ordinance set forth in the Staff Report subject to the revision of the definition of "Auto Impoundment Area" as set forth in Section 2.03(15) and the rejection of the proposed amendments to the minimum parking space requirements for Medical and Dental Clinics in Section 12.02.03 (11). Notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on November 24, 2014 and December 1, 2014), the first such notice having been published at least 14 days prior to the hearing, as required by Section 15.04.02 of the Zoning Ordinance

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on March 17, 2015, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on March 3, 2015 and March 10, 2015), the first such notice having been published at least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance as set forth in the Staff Report, subject to the two exceptions previously noted herein.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Chapter 25 of the Code of the City of Cumberland, as enacted by Ordinance No. 3607, passed on March 18, 2008, and as amended from time to time, be and is hereby repealed.

SECTION 2: AND BE IT FURTHER ORDAINED, that there is hereby adopted by the Mayor and City Council of Cumberland, for the purpose of establishing rules and regulations relating to all matters concerning planning and/or zoning, that certain Ordinance recommended by the Municipal Planning and Zoning Commission, and all amendments thereto, of which not less than three (3) copies are filed in the office of the City Clerk, including all official zoning maps and appendices thereto, and unless specifically deleted from this Chapter, such Ordinance is hereby adopted and incorporated as fully as if set out at length in this Ordinance, and the provisions thereof shall be controlling in connection with all matters regarding planning or zoning, and the administration thereof within the City of Cumberland.

SECTION 3: AND BE IT FURTHER ORDAINED, that the text of Section 25-1 of the City Code shall remain unaffected by the passage of this Ordinance, as the intent of this Ordinance is to repeal the existing Zoning Ordinance and replace it with the amended and reenacted version of the document attached hereto.

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this 7th day of April, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

REMINDERS:

ATTACH COPY OF ZONING ORDINANCE DOCUMENT – DAVE UMLING WILL NEED TO SUPPLY.

Regular Council Agenda
February 17, 2015

Description

Order declaring a 2001 Dodge Durango SUV, VIN 1B4HS28N31F603786, to be surplus and authorizing its donation to the Storm Mountain Tactical Training Center, Elk Garden, WV

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 17, 2015__

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

THAT the Mayor and City Council of Cumberland is the record owner of a 2001 Dodge Durango; and

WHEREAS, the Mayor and City Council have determined said vehicle to be surplus equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The following vehicle is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland and is hereby authorized for donation to the Storm Mountain Tactical Training Center, Elk Garden, West Virginia to be applied to the cost of future Cumberland police training at the Storm Mountain site:

- 2001 Dodge Durango SUV - 1B4HS28N31F603786

_____

Brian K. Grim, Mayor

Eqpmast, View record [ID: 510]

ID	510
RECODE	D
VIN#	1B4HS28N31F603786
DEPT CODE	40
DEPT NAME	POLICE DEPARTMENT
INSURANCE CODE	1
ITEM NO	126
CODE	A
TITLE NO	30284523
TAG NO	M580147
YEAR	2001
MAKE/DESCRIPTION	DODGE DURANGO SUV
TRK/VEH#	P-35
NO	35
GROSS WGT	0
PURCHASE MONTH	4
PURCHASE YEAR	1
PRICE	$25,690.00
COMMENTS	NEEDS TO BE SURPLUSED 2014-08-20 removed from insurance - to be used for parts 2014-08-18 Tags returned to MVA ADDED PER D. MCCORMICK 04/17/01

Back to list

Item # 9

Regular Council Agenda
February 17, 2015

Description

Order authorizing the sole source purchase of a re-built 48S1 drive mechanism for Primary Clarifier #3, in the amount of $33,825, from Ovivo USA, LLC.

Approval, Acceptance / Recommendation

The reason for the sole source comes from the search to find a new or re-built drive when ours failed. The only comparable unit we could find to fit our Clarifier was from the company that bought out the original manufacturer, which is Ovivo USA, LLC.

This sole source purchase has been approved by the City Administrator.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$33,825

Source of Funding (if applicable)

003.399.XA.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 17, 2015__

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

THAT, the Sole Source purchase of a re-built 48S1 Drive Mechanism for Primary Clairfier #3 from Ovivo USA, LLC 4246 Riverboat Road, Suite 300, Salt Lake City, Utah, 84123 is hereby approved in the amount of Thirty-three Thousand, Eight Hundred Twenty-five Dollars and No Cents ($33,825.00).

_____

Brian K. Grim, Mayor

Source of Funding: 003.399.XA.63000

Gmail by Google

Cindi Mertens <cindi.mertens@cumberlandmd.gov>

WWTP Primary Clarifier Drive Mechanism Price Quote

3 messages

Mick Daum <mick.daum@cumberlandmd.gov> Mon, Feb 9, 2015 at 10:07 AM
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Joe Urban <joe.urban@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Jeff/Joe,

Sometime back, Primary Clarifier #3 turntable drive and gear reduction unit failed. We had Marshall Ruby & Sons remove it and take it to their shop to be repaired. The units were to far gone to be repaired so we started searching for a replacement. The only comparable unit we can find is from the company that bought out the original manufacturer. It will be a used unit that has been refurbished/rebuilt and comes with a guarantee. The total cost for the drive unit and installation is $40,825.00. (see attachments)

Jeff, do I have your approval for this purchase?

Joe, is there money available for this purchase?

Mick

--

Michael C. "Mick" Daum
Superintendent
Wastewater Treatment Plant
400 E. Offutt Street
Cumberland, Maryland 21502
Office: 301-759-6643
Cell: 240-580-0772
E-Mail: mick.daum@cumberlandmd.gov

WWTP Primary Clarifier Drive Mechanism Quote.pdf
611K

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Mon, Feb 9, 2015 at 10:46 AM
To: Mick Daum <mick.daum@cumberlandmd.gov>
Cc: Joe Urban <joe.urban@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Mick,

I have no issue with the purchase but you will need to explain the sole source rationale as part of the Council Order process.

Jeff
[Quoted text hidden]

Item # 10

Joe Urban <joe.urban@cumberlandmd.gov> Wed, Feb 11, 2015 at 8:35 AM
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
Cc: Mick Daum <mick.daum@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

This should just be listed as part of the Digester Repairs in the WWTP budget 003.399XA.63000. There are funds available from this project to cover these additional improvements.

Joseph D. Urban
Comptroller
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
301-759-6406

[Quoted text hidden]

Item # 10

OVIVO
Bringing water to life

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT™) is pleased to offer the following proposal to provide one (1) complete rebuilt Dorr Oliver 48S1 drive unit as a direct replacement for current Dorr Oliver 48S1 drive unit. This for existing 90' dia. Dorr Oliver S-8 clarifier installed in 1973 under serial #80692-1.

Rebuilt Dorr Oliver 48S1 Drive Unit

Ovivo will supply one (1) complete rebuilt 48S1 drive mechanism to include the following:

- Basic 48S1 drive rated to match existing 48S1 drive unit
- 16AS worm drive mechanism
- Drive torque control unit with micro switches and actuating pin
- Motor drive package (3/4 hp TEFC motor, reducer, sprockets, chain and guard)
- Premium Ovivo paint scheme, two (2) coats of Tnemec Series N69F epoxy @ 6-8 mils DFT
  - Top coated with (1) coat of Tnemec Series 73 Endura Shield urethane paint @ 2-3 mils DFT (sky blue color)
  - Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- One (1) year warranty
- Drive freight
- Engineering

Items NOT Included

- O & M manual
- Drive removal or installation services
- Finish or touch up painting
- Lubricants or drive unit oil
- Disposal of any old lubricants/fluids
- Overtime work hours or removal of old debris
- Field service startup/checkout services (see optional adder below)

Price for (1) rebuilt 48S1 drive unit complete as described above ..... $ 33,825.^{00}

Lead time is estimated at 5-6 weeks based upon current inventory levels

Ovivo USA, LLC
4246 Riverboat Road • Suite 300 • Salt Lake City, Utah 84123-2583 USA
Tel: (801) 931-3000 • Fax: (801) 931-3080
www.ovivowater.com

Regular Council Agenda
February 17, 2015

Description

Order authorizing the execution of Change Order No. 2 with Braddock Construction, LLC, for the Baltimore Avenue Improvements project (2-12-M), at an additional cost of Zero Dollars bringing the total estimated cost to $1,701,678.80, and adding an additional 60 working days

Approval, Acceptance / Recommendation

It is this department's recommendation to execute Change Order No. 2 with Braddock Construction, LLC on current City project Baltimore Ave Improvements (02-12-M) in the amount of zero dollars with an additional 60 working days added. This change order results in zero dollars being added to current contract. The change order covers the deletion of unused estimated quantities, additional quantities for various contracts items that were needed, the addition of 10 new items that were necessary, and it adds 60 working days to the contract time. The additional work includes repair to a 24" sewer at Bellevue Street, replacement of a portion of sidewalk adjoining the railroad tracks to improve the sidewalk grade and pedestrian accessibility, additional sidewalk improvements to eliminate trip hazards or replace sections of sidewalk that were in poor condition, and the installation of safety/handrails and delineator posts to improve pedestrian safety where it was necessary to make grade changes to the sidewalk.

☑ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$0.00

Source of Funding (if applicable)

127.08T.63000

Cover Memo

Item # 11

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 17, 2015__

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 2 to the existing contract with Braddock Construction, LLC, 16214 National Highway, Frostburg, Maryland 21532, for City Project "Baltimore Avenue Improvements" (2-12-M) in the increased amount of Zero Dollars ($0.00), bringing the total cost of the contract to an estimated One Million, Seven Hundred and One Thousand, Six Hundred Seventy-eight Dollars and Eighty Cents ($1,701,678.80); and

BE IT FURTHER ORDERED, that Sixty (60) additional work days shall be added to the contract.

_____

Brian K. Grim, Mayor

Braddock Construction, LLC, 2-12-M	
Original Contract Amount	$1,398,466.10
Change Order No. 1	$303,212.70
Change Order No. 2	$0.00
New Contract Amount	$1,701,678.80

Funding: 127.08T.63000

City of Cumberland

Change Order Number: 2

Project: Baltimore Avenue Improvements
City Project No.: 2-12-M
Purchase Order No.: 14-0000228-001
M&CC Order No.: 25,557
Contractor: Braddock Construction, LLC
Vendor No.: 304657

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	New or Extension *	Item No. **	Description	Quantity	Unit Price	Unit	Delete	Add
Add	Extension	1003	Additional Temporary Traffic Signs	6.33	$19.50	SF		$123.44
Delete	Extension	1004	Additional Drums for Maintenance of Traffic (Contingent)	-4.00	$63.50	EACH	-$254.00	
Delete	Extension	1005	Additional Type III Barricades for Maintenance of Traffic (Contingent)	-6.00	$305.00	EACH	-$1,830.00	
Delete	Extension	1006	Removal of Existing Pavement Marking Lines, Any Width	-200.00	$1.15	LF	-$230.00	
Add	Extension	1007	Hot Mix Asphalt for Maintenance of Traffic	25.51	$150.00	TONS		$3,826.50
Add	Extension	1008	5 Inch Yellow Nontoxic Lead Free Waterborne Pavement Marking Paint	746.00	$0.35	LF		$261.10
Add	Extension	1009	5 Inch White Nontoxic Lead Free Waterborne Pavement Marking Paint	226.00	$0.35	LF		$79.10
Delete	Extension	1014	Speed Display Trailer (Contingent)	-14.00	$52.00	DAY	-$728.00	
Add	New	1	Water Filled Barricades	1.00	$13,406.77	LS		$13,406.77
Add	Extension	2001	Class 1 Excavation	227.79	$35.00	CY		$7,972.65
Delete	Extension	2002	Class 1-A Excavation (Contingent)	-10.00	$55.00	CY	-$550.00	
Delete	Extension	2003	Geosynthetic Stabilized Subgrade Using Graded Aggregate Base (Contingent)	-400.00	$45.00	CY	-$18,000.00	
Delete	Extension	2004	Geotextile for Base Stabilization	-1000.00	$2.75	SY	-$2,750.00	
Delete	Extension	3001	Class 3 Excavation for Incidental Construction (Contingent)	-5.00	$100.00	CY	-$500.00	
Add	Extension	3003	Standard WR Inlet - Minimum Depth	1.00	$3,500.00	EACH		$3,500.00
Delete	Extension	3004	Standard WR Frame and Grate	-5.00	$1,550.00	EACH	-$7,750.00	
Add	Extension	3005	Furnish and Install New Manhole Frame and Cover - 9" Frame Type A	6.00	$450.00	SET		$2,700.00
Delete	Extension	3007	Brick Masonry For Miscellaneous Structures	-1478.00	$4.00	EACH	-$5,912.00	
Delete	Extension	3009	4 Inch Perforated Circular Pipe Underdrain (Contingent)	-394.00	$25.00	LF	-$9,850.00	
Delete	Extension	3010	4 inch Circular Pipe Underdrain Outlets (Contingent)	-40.00	$25.00	LF	-$1,000.00	
Delete	Extension	3011	Rain Leader (Contingent)	-20.00	$50.00	LF	-$1,000.00	
Delete	Extension	3013.A	Repair Existing Inlet	-2.00	$1,000.00	EA	-$2,000.00	
Delete	Extension	3014.A	Repair Existing COG Inlet	-1.00	$1,405.00	EA	-$1,405.00	
Delete	Extension	3016.A	Replace Existing Type E Inlet Grates	-4.00	$550.00	EA	-$2,200.00	
Add	Extension	3017.A	Furnish and Install Repalcement Frame for Type E or Type E Combination Inlet (Contingent)	1.00	$750.00	EA		$750.00
Add	Extension	3018.A	Furnish and Install Precase Curb Head for Type E Combination Inlet (Contingent)	1.00	$550.00	EA		$550.00
Add	New	3	24" Sewer Repair at Bellview Street	1.00	$20,263.25	LS		$20,263.25
Delete	Extension	4002	4 Inch Perforated Circular Pipe Underdrain	-87.00	$25.00	LF	-$2,175.00	
Add	New	4	Wall and Sidewalk Repair across street fromt #443 Baltimore Avenue	1.00	$23,263.00	LS		$23,263.00
Delete	Extension	5001	6 Inch Crusher Run Aggregate CR-6	-400.00	$7.00	SY	-$2,800.00	
Add	Extension	5002	Milling Hot Mix Asphalt Pavement, 0"-2.5"	1022.00	$3.00	SY		$3,066.00
Add	Extension	5003	Continuous Paving Fabric	443.00	$1.50	SY		$664.50
Add	New	5005	Hot Mix Asphalt Superpave 9.5mm for Wedge/Level, PG 64-22, Level-2 (1/2" Depth Nominal) (Contingent)	379.13	$97.20	TONS		$36,851.44

Item # 11

City of Cumberland

Change Order Number: 2

Project: Baltimore Avenue Improvements
City Project No.: 2-12-M
Purchase Order No.: 14-0000228-001
M&CC Order No.: 25,557
Contractor: Braddock Construction, LLC
Vendor No.: 304657

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	New or Extension *	Item No. **	Description	Quantity	Unit Price	Unit	Delete	Add
Add	New	5006	Hot Mix Asphalt Superpave 19.0mm for Base, PG 64-22, Level-2 (6" Depth)	212.43	$96.60	TONS		$20,520.74
Delete	Extension	5007	Hot Mix Asphalt Superpave 19.0mm for Full Depth Patch, PG 64-22, Level 2 (6" Depth) (Contingent)	-852.95	$125.00	SY	-$106,618.75	
Delete	Extension	5008	6 Inch Plain Portland Cement Concrete Repairs Mix 9 (Contingent)	-119.00	$90.00	SY	-$10,710.00	
Delete	Extension	5009	Removal of Unsuitable Material and Refill During Pavement Patching (Contingent)	-10.00	$100.00	CY	-$1,000.00	
Delete	Extension	5010	6 Inch Plain Portland Cement Concrete Pavement Mix 7	-16.89	$90.00	SY	-$1,520.10	
Add	Extension	5011	8 Inch Portland Cement Concrete Pavement for Driveway Mix 6	114.49	$100.00	SY		$11,449.00
Add	Extension	5012	5" Yellow Pavement Marking Lines	860.11	$0.35	LF		$301.04
Add	Extension	5013	5" White Pavement Marking Lines	284.00	$0.35	LF		$99.40
Add	Extension	5015	18" White Heat Applied Thermoplastic Pavement Markings	162.00	$18.50	LF		$2,997.00
Add	Extension	5016	24" White Heat Applied Thermoplastic Pavement Markings	18.00	$22.00	LF		$396.00
Delete	Extension	6001	Standard Type C Curb 8 Inch X 12 Inch	-12.40	$55.00	LF	-$682.00	
Add	Extension	6002	Type D Curb, Modified	167.65	$34.00	LF		$5,700.10
Add	Extension	6003	Standard Type D Combination Curb and Gutter 12 Inch Gutter Pan 8 Inch Depth	87.28	$60.00	LF		$5,236.80
Add	Extension	6004	5 Inch Reinforced Concrete Sidewalk	3729.54	$10.00	SF		$37,295.40
Add	Extension	6005	Detectable Warning Surface for Curb Ramps	10.00	$55.00	SF		$550.00
Add	New	6	Safety Rails at Sidewalk Grade Seperation	1.00	$5,919.76	LF		$5,919.76
Add	New	6	Delinieator Posts for Pedestrian Safety	1.00	$1,899.93	EA		$1,899.93
Add	New	6	Furnish and Install New Handrails at Pedestrian Underpass	1.00	$6,470.69	LS		$6,470.69
Add	Extension	8001	Square Perforated Tubular Steel Sign Post	4.00	$125.00	EACH		$500.00
Add	Extension	8002	Sheet Aluminum Signs	58.75	$21.00	SF		$1,233.75
Delete	Extension	8003	Street Name Sign - 8" Height	-20.00	$75.00	EACH	-$1,500.00	
Delete	Extension	8004	Breakaway Base for City Special Destination Signs	-6.00	$225.00	EACH	-$1,350.00	
Delete	Extension	8005	Sanitary Sewer Lateral 3"-8" Diameter	-246.00	$45.00	LF	-$11,070.00	
Add	Extension	8006	Sanitary Sewer Lateral 10"-15" Diameter (Contingent)	55.00	$65.00	LF		$3,575.00
Delete	Extension	8007	3/4 Inch or 1 Inch Water Service Lateral	-298.00	$50.00	LF	-$14,900.00	
Delete	Extension	8008	1 1/2 Inch or 2 Inch Water Service Lateral (Contingent)	-20.00	$70.00	LF	-$1,400.00	
Delete	Extension	8009	Adjust Water Valve Box	-5.00	$55.00	EACH	-$275.00	
Delete	Extension	8010	Replace Water Valve Box and Cover (Contingent)	-2.00	$225.00	EACH	-$450.00	
Add	Extension	8011	8 Inch Ductile Iron Pipe Water Main Class 52	11.00	$75.00	LF		$825.00
Delete	Extension	8012	6 Inch Ductile Iron Pipe Water Main Class 52	-5.00	$69.00	LF	-$345.00	
Delete	Extension	8013	8 Inch Water Valve	-6.00	$1,250.00	EACH	-$7,500.00	
Delete	Extension	8014	6 Inch Water Valve	-1.00	$1,000.00	EACH	-$1,000.00	
Delete	Extension	8018.A	Shallow Sanitary Sewer Manhole with City of Cumberland Frame and Sanitary Sewer Cover - Minimum Depth	-1.00	$3,200.00	EA	-$3,200.00	

Item # 11

City of Cumberland

Change Order Number: 2

Project: Baltimore Avenue Improvements
City Project No.: 2-12-M
Purchase Order No.: 14-0000228-001
M&CC Order No.: 25,557
Contractor: Braddock Construction, LLC
Vendor No.: 304657

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	*New or Extension **	*Item No. ***	*Description*	*Quantity*	*Unit Price*	*Unit*	*Delete*	*Add*
Delete	Extension	8019.A	Shallow Sanitary Sewer Manhole with City of Cumberland Frame and Sanitary Sewer Cover - Vertical Depth	-12.00	$250.00	EA	-$3,000.00	
Add	Extension	8020.A	Furnish and Install 8" Polyvinyl Chloride Sanitary Sewer	4.00	$75.00	LF		$300.00
Delete	Extension	8021.A	Furnish and Install 12" Polyvinyl Chloride Sanitary Sewer	-35.50	$79.00	LF	-$2,804.50	
Delete	Extension	8022.A	Furnish and Install 15"Polyvinyl Chloride Sanitary Sewer	-8.50	$88.00	LF	-$748.00	
Add	Extension	8023.A	Furnish and Install Double Sweep Cleanout	1.00	$1,200.00	LF		$1,200.00
Add	New	8	Street Name Sign - 9" Height	20.00	$153.00	EACH		$3,060.00
Add	New	8	As-Built Drawings for City (on CADD) - Additional Work In Change Order #2	1.00	$4,200.00	LS		$4,200.00
						TOTALS	-$231,007.35	$231,007.35
					NET TOTAL		**$0.00**	

* This column denotes if the item is a **New** item or an **Extension** of an existing item.

** If the quantity is for a **New** item, the item's category number (1,2,3,...) is listed and the next available item number within the category will be generated after the Change Order is approved. If quatinty is an **Extension** or an existing item, the original item number will be shown.

The Original Contract Sum was:	$1,398,466.10
Previous Change Orders:	$303,212.70
Contract Sum as a result of Previous Change Orders:	$1,701,678.80
The Contract Sum increased/decreased by this Change Order:	$0.00
The New Contract Sum as a result of this Change Order is:	**$1,701,678.80**

Contract Time Change: **60 Working Days**

Recommended by: _____
Engineering Specialist *Date*

Contractor: Braddock Construction, LLC

Accepted by: _____
Date

Approved By: The City of Cumberland:

_____
Director of Engineering *Date*

_____
City Administrator *Date*

Mayor and City Council Order Number Authorizing this Change Order: _____

Item # 11

Regular Council Agenda
February 17, 2015

Description

Order authorizing the execution of a "Second Amendment to Loan and Financing Agreement" made among the City, the YMCA, and the MD Industrial Development Financing Authority (MIDFA) to restructure the terms of the Cumberland Economic Development Revenue Bond (Riverside YMCA Facility) 1996 Series B Bond.

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 17, 2015___

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

THAT, the Mayor be and is hereby authorized to execute a "Second Amendment to Loan and Financing Agreement" by and among the Mayor and City Council of Cumberland, the Young Men's Christian Association (YMCA) of Cumberland, Maryland, and Maryland Industrial Development Financing Authority (MIDFA) pertaining to the $4,500,000 Mayor and City Council of Cumberland Economic Development Revenue Bond (Riverside YMCA Facility) 1996 Series, dated September 20, 1996 and later restructured into two separate bonds, those being a 1996 Series A Bond and a 1996 Series B Bond; and

BE IT FURTHER ORDERED, that the "Second Amendment to Loan and Financing Agreement" shall provide terms by which MIDFA shall deliver the Series B Bond to the Mayor and City Council of Cumberland for cancellation and restructure the terms of the Series B Note.

_____

Brian K. Grim, Mayor

EXECUTION VERSION

SECOND AMENDMENT TO LOAN AND FINANCING AGREEMENT

THIS SECOND AMENDMENT TO LOAN AND FINANCING AGREEMENT (this "Amendment") is made this ____ day of February, 2015 by and among MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "Issuer"), THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CUMBERLAND MARYLAND, a Maryland not-for-profit corporation (the "Borrower") and MARYLAND INDUSTRIAL DEVELOPMENT FINANCING AUTHORITY ("MIDFA").

RECITALS

On September 20, 1996, the Mayor and City Council of Cumberland (the "Issuer"), issued its $4,500,000 Mayor and City Council of Cumberland Economic Development Revenue Bond (Riverside YMCA Facility) 1996 Series (the "Original Bond"). Farmers & Merchants Bank and Trust, now known as Susquehanna Bank (the "Original Lender") purchased the Original Bond which was insured by the Maryland Industrial Development Financing Authority ("MIDFA") pursuant to an Insurance Agreement dated September 20, 1996 (the "Insurance Agreement"). The proceeds of the Bond were loaned by the Bond Issuer to The Young Men's Christian Association of Cumberland Maryland, a Maryland not-for-profit corporation (the "Borrower") pursuant to a Loan and Financing Agreement dated September 20, 1996 by and among the Issuer, the Borrower and the Original Lender, as amended by a First Amendment to Loan and Financing Agreement dated March 30, 2001 and a Second Amendment to Loan and Financing Agreement of even date herewith (the "Financing Agreement").

On March 30, 2001, the Bond Issuer restructured the Original Bond into two separate bonds: (a) the $2,635,143.56 Mayor and City Council of Cumberland Economic Development Revenue Bond (Riverside YMCA Facility) 1996 Series A (the "Series A Bond"), and (b) the $1,396,711.33 Mayor and City Council of Cumberland Economic Development Revenue Bond (Riverside YMCA Facility) 1996 Series B (the "Series B Bond"). The Original Lender purchased the Series A Bond. MIDFA purchased the Series B Bond from the Original Lender under the terms of the Insurance Agreement and the Original Lender assigned certain rights to MIDFA pertaining to the Series B Bond pursuant to the Loan Purchase and Intercreditor Agreement dated March 30, 2001 by and between the Original Lender and MIDFA.

On June 16, 2008, Standard Bank PaSB, a Pennsylvania corporation (the "Bank") made a loan in the principal amount of $1,550,000 to refinance certain loans made to the Borrower, including the Series A Bond, including a redemption of the Series A Bond pursuant to the terms of the Financing Agreement.

The Borrower has defaulted on its payment obligations to MIDFA under the note securing the Series B Bond (the "Series B Note") and has requested MIDFA to deliver the Series B Bond to the Issuer for cancellation and to restructure the terms of the Series B Note.

MIDFA has agreed to deliver the Series B Bond to the Issuer for cancellation and to restructure the terms of the Series B Note pursuant to the terms of the Financing Agreement.

In furtherance of the restructuring, the parties hereto have agreed to amend the Financing Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good, valuable and legal consideration, the receipt and adequacy of which are hereby acknowledged, the Issuer, the Borrower and MIDFA agree as follows:

SECTION 1. Definitions. Unless otherwise specifically defined herein, each term used herein which is defined in the Financing Agreement has the meaning assigned to such term in the Financing Agreement.

SECTION 2. Amendments to the Financing Agreement. Provided all conditions set forth in Section 7 hereof are complied with to MIDFA's reasonable satisfaction, the Financing Agreement is hereby amended as follows:

2.1 Section 1.1, Definitions-General, of the Financing Agreement is hereby amended as follows:

"Bond" means the Issuer's Amended and Restated Economic Development Revenue Bond (Riverside YMCA Facility), 1996 Series B, together with all Supplements thereto, issued and delivered on March 30, 2001, which is a "bond" within the meaning of the Revenue Bond Act. The Series A Bond has been paid in full and references to the Series A Bond are no longer effective.

"Note" means the Second Amended and Restated Promissory Note (Series B) in the amount of One Million Three Hundred Ninety Six Thousand Seven Hundred Eleven Dollars and Thirty Three Cents ($1,396,711.33) dated February ___, 2015 from the Borrower and payable to MIDFA, together with all Supplements thereto.

"Holder" means MIDFA and any other registered owner from time to time of the Bond, their successors and registered assigns, provided that all rights of the Holder under the Documents shall be exercised in accordance with and subject to the provisions of the Intercreditor Agreement.

2.2 Section 2.8 is hereby added to the Financing Agreement:

Section 2.8 Cancellation of Bond. At the sole election and discretion of the Holder, the Holder may at any time deliver the Bond to the Issuer, together with a written request to cancel the Bond (the "Cancellation Request"). If the Holder determines to deliver the Bond to the Issuer for cancellation pursuant to the provisions of this Section, the Holder shall give Notice to the Borrower at least five (5) days prior to the date of delivery, which Notice shall specify the delivery date.

Upon election by the Holder under this Section, cancellation of the Bond shall occur in the following manner:

(i) Upon the delivery of the Bond and the Cancellation Notice to the Issuer:

(A) the Bond is cancelled and all of the Issuer's Obligations are extinguished, without any further act by the Issuer or the Holder;

(B) the Borrower's Obligations are **not** extinguished but shall remain in full force and effect and enforceable by the Holder;

(C) the Borrower shall pay to the Issuer and to the Holder any of the Borrower's Obligations due and payable to the Issuer and the Holder on such date; and

(D) except for Surviving Rights, the Issuer's rights in, to and under the Documents will be extinguished.

(ii) The obligations of the Borrower to make payments on the Note in the amounts, at the times and in the manner therein provided shall continue, uninterrupted, in full force and effect, under the terms of the Financing Agreement and the Note.

(iii) The Documents will be modified and amended as required by the Issuer and the Holder, and approved by their respective counsel, to effect the cancellation of the Bond in the manner provided in this Section.

(iv) The cancellation of the Bond in the manner provided in this Section will not extinguish the Borrower's Obligations or constitute a novation of the indebtedness evidenced by the Note and secured by the Documents.

(v) All costs, fees and expenses incurred by the Borrower, the Issuer, the Holder or any other person in connection with the cancellation of the Bond in the manner provided in this paragraph shall be paid by the Borrower on the date the Bond is cancelled.

SECTION 3. Waiver of Claims. To induce MIDFA and the Issuer to enter into this Amendment, the Borrower: (a) hereby acknowledges and agrees that MIDFA and the Issuer have fully and properly discharged all of the covenants and other provisions of the Financing Agreement prior to the date hereof; (b) hereby waives any breach of the Financing Agreement by MIDFA and the Issuer prior to the date hereof; and (c) hereby releases, remises, acquits, and forever discharges MIDFA and the Issuer and each of their employees, agents, successors and assigns from any and all matters of claim, actions, causes of action, suits, debts, agreements, and demands whatsoever, whether presently known or unknown, which the Borrower now has or shall have against MIDFA and the Issuer by reason of any act, cause or matter to the date hereof.

SECTION 4. Confirmation of Liability and Ratification of Financing Agreement. The Borrower ratifies and confirms all of its liabilities and obligations under the Financing Agreement and the Borrower and MIDFA agree that, except as expressly modified by this Amendment, the Financing Agreement continues in full force and effect. The Borrower and MIDFA agree that this Amendment shall not be construed as an agreement to extinguish the

Borrower's original obligations under the Financing Agreement and shall not constitute a novation as to the obligations of the Borrower under the Financing Agreement.

SECTION 5. Representations and Warranties. As an inducement to MIDFA to enter into this Amendment, the Borrower hereby makes the following representations and warranties to MIDFA and the Issuer and acknowledges MIDFA's and the Issuer's justifiable reliance thereon: (a) the Borrower has the power, authority and legal right to execute, deliver and perform this Amendment and the Note and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Amendment and the Note; (b) this Amendment and the Note have been duly executed and delivered on its behalf; (c) the Financing Agreement as modified and amended herein and the Note are the valid and legally binding obligations of the Borrower and are enforceable against the Borrower in accordance with their terms, except as enforceability may be limited by (i) bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally or (ii) general principles of equity; (d) all documents furnished to MIDFA and the Issuer pursuant to this Amendment are true and correct, and all statements and facts attributed to the Borrower in this Amendment are true and correct; (e) all representations and warranties contained in the Financing Agreement remain true, correct and complete in all material respects on and as of the date hereof (other than those representations and warranties which by their express terms speak to an earlier date) as though made on and as of the date hereof; and (f) the execution, delivery and performance of this Amendment and the Note do not and will not violate any loan document or other instrument to which the Borrower is a party or by which the Borrower is bound.

SECTION 6. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 7. Effectiveness. This Amendment shall become effective as of the date of this Amendment (the "Effective Date"), provided the following conditions shall have been satisfied:

(a) This Amendment and the Note shall have been executed by each of the parties thereto, and the Borrower shall have delivered executed counterparts hereof to MIDFA;

(b) The representations and warranties of the Borrower contained in the Financing Agreement shall be true on and as of the Effective Date;

(c) All legal matters incident to this Amendment and the transactions contemplated hereby shall be satisfactory to counsel for MIDFA;

(d) The Borrower shall pay to MIDFA and the Issuer all costs and expenses incurred by MIDFA and the Issuer related to the preparation, review and execution of this Amendment, including any reasonable attorney's fees; and

(e) MIDFA shall have received all documents it may reasonably request relating to the existence of the Borrower and its authority to execute, deliver and perform its

obligations under this Amendment and the Note and any other matters relevant hereto or thereto, all in form and substance satisfactory to MIDFA and its counsel.

On the Effective Date, the Financing Agreement will be automatically amended as set forth in this Amendment.

SECTION 8. Miscellaneous. The Financing Agreement may not be further amended, changed, modified, altered or extended without in each instance the prior written consent of MIDFA; provided that any such amendment that would affect the Surviving Rights of the Issuer shall require the prior written consent of the Issuer. This Amendment shall be construed in accordance with and governed by the laws of the State of Maryland. The term "Financing Agreement" shall hereinafter mean the Loan and Financing Agreement dated September 20, 1996 as amended and modified by the First Amendment to Loan and Financing Agreement dated March 30, 2001 and by this Amendment. Whenever used herein the words "Borrower" and "MIDFA" shall be deemed to include their respective successors and assigns. All words used herein shall be deemed to refer to the singular, plural, masculine, feminine or neuter as the identity of the person or entity or the context may require. The section headings in this Amendment are for convenience only and shall not be a part hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal all as of the date first written above.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____
Marjorie A. Woodring,
City Clerk

By: _____
Brian K. Grim,
Mayor

WITNESS:

THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF CUMBERLAND
MARYLAND

_____

By: _____
Don Enterline,
Chief Financial Officer

WITNESS:

MARYLAND INDUSTRIAL DEVELOPMENT
FINANCING AUTHORITY

_____

By: _____
D. Gregory Cole,
Executive Director

oag: midfa/deals/Cumberland YMCA/2015 documents/2nd Amendment to Financing Agreement

Regular Council Agenda
February 17, 2015

Description

Order authorizing the execution of a Memorandum of Understanding with the MD Department of Transportation / State Highway Administration regarding the City's acceptance of grant funds in an amount not to exceed $243,103 for the Amtrak Entry Way Improvements Rail Connection Project (11-14-M), promising a 50% match by the City, and providing for the construction of improvements to the Station entryway and environs

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute the MOU with SHA in the amount of $243,103.00 for the Amtrak Entry Way Improvements Rail Connection Project. The total project cost is $486,206 with 50% being provided by grant funds and 50% provided as a match by the City. The project includes ADA improvements to complete the accessibility and bicycle improvements along Baltimore Street from the mall to the Queen City Pavement, and along the railroad tracks from Baltimore Street to the Station.

☑ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

City match $243,103
SHA Grant $243,103
Total Project $486,206

Source of Funding (if applicable)

Bikeways Program - Fund 115.099XC.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** February 17, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding with the MD Department of Transportation / State Highway Administration regarding the City's acceptance of grant funds for the Amtrak Entry Way Improvements Rail Connection Project (11-14-M) in an amount not to exceed $243,103, promising a 50% match by the City, and providing for the construction of improvements to the Station entryway and environs.

_____

Brian K. Grim, Mayor

Funding: Bikeways Program 115.099XC.63000

MD DOT / SHA	$243,103
City 50% match	$243,103
Total Project Cost	$486,206

Lawrence J. Hogan, Jr., *Governor*
Boyd K. Rutherford, *Lt. Governor*

State Highway Administration
Maryland Department of Transportation

Pete K. Rahn, *Acting Secretary*
Melinda B. Peters, *Administrator*

February 5, 2015

Mr. John DiFonzo, Engineer
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Attached for execution signatures by the appropriate officials of the City of Cumberland (CITY) are duplicate originals of a Memorandum of Understanding (MOU) between the CITY and the Maryland State Highway Administration (SHA).

Generally, the MOU provides for the construction of improvements to the Amtrak Station entryway and environs including ADA improvements which will complete the accessibility and bicycle improvements along Baltimore Street from the Downtown Cumberland Pedestrian Mall to the Queen City Pavement and along the railroad tracks which run from Baltimore Street to the Amtrak Station, as was proposed in the original project. This includes improvements at the Baltimore Street/Queen City Drive and the Baltimore Street/George Street intersections, and other needed improvements along Baltimore Street. Additions to this project will include: the replacement of curb ramps at the intersections of Mechanic Street/Harrison Street and Mechanic Street/Pershing Street. This also will include the installation of pedestrian signals, such as Audible Pedestrian Signals (APS), at the intersection of Mechanic Street/Harrison Street along with upgrades to the controller equipment as required. The CITY applied for and received funding from the federally funded Transportation Enhancement Program up to Two Hundred Forty Three Thousand One Hundred Three Dollars ($243,103) to complete the project.

Both parties have reviewed the draft MOU and all comments have been incorporated or resolved to both parties satisfaction. Once the CITY has signed both originals, please return the originals to SHA for further processing. Once SHA has signed both originals, one (1) original will be returned to the CITY for CITY's use and information. Should you have any questions or need additional information, please contact me at (410) 545-5675 or 1-888-204-4828. I can also be reached by email at rscott4@sha.state.md.us.

Sincerely,

Randall Scott

Randall Scott
Assistant Agreements Coordinator
Maryland State Highway Administration
707 N. Calvert Street, C-502
Baltimore, MD 21202

MEMORANDUM OF UNDERSTANDING
FOR
Amtrak Station Entryway Improvement Project

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in two originals made and entered into this _____ day of _____ 2015, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called the "SHA," and the City of Cumberland, a municipal corporation of the State of Maryland, hereinafter called the "PROJECT SPONSOR."

WHEREAS, certain funds have been set aside in the Federal funding authorization bill for the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for the purpose of providing funding for enhancements to the transportation system, hereinafter called the "TRANSPORTATION ENHANCEMENT PROGRAM"; and

WHEREAS, the policy of the Maryland Department of Transportation is to reimburse the PROJECT SPONSOR up to an amount not to exceed fifty (50) percent of the expenses of a PROJECT that is part of the TRANSPORTATION ENHANCEMENT PROGRAM, as those terms are hereinafter defined; and

WHEREAS, reimbursement of expenses for a PROJECT under the TRANSPORTATION ENHANCEMENT PROGRAM is subject to State and Federal requirements; and

WHEREAS, the PROJECT SPONSOR and the SHA desire to construct improvements to the Amtrak Station entryway and environs including ADA improvements which will complete the accessibility and bicycle improvements along Baltimore Street from the Downtown Cumberland Pedestrian Mall to the Queen City Pavement and along the railroad tracks which run from Baltimore Street to the Amtrak Station, as was proposed in the original project. This includes improvements at the Baltimore Street/Queen City Drive intersection, the Baltimore Street/George Street intersection, and other needed improvements along this segment of Baltimore Street. Additions to this project will include: the replacement of curb ramps at the intersections of Mechanic Street/Harrison Street and Mechanic Street/Pershing Street. Also included is the installation of pedestrian signals, such as Audible Pedestrian Signals (APS), at the intersection of Mechanic Street/Harrison Street along with upgrades to the controller equipment as required. Included as AD Alternates are the installation of APS at the following signalized intersections: Baltimore Street/Queen City Drive and Baltimore Street/Mechanic Street. The project will be constructed on property owned in fee simple by, or on perpetual easements held by, the PROJECT SPONSOR, and

WHEREAS, the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and

WHEREAS, the PROJECT SPONSOR and the SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

WHEREAS, construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of the City of Cumberland, Allegany County and the State of Maryland.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. DEFINITIONS

A. "ESTIMATED PROJECT COST" is the total estimated cost to design, develop, and construct the entire PROJECT. The ESTIMATED PROJECT COST includes, but is not limited to, design, construction, and utility relocation.

B. "ACTUAL PROJECT COST" is the total actual cost to develop and construct the PROJECT. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST, and will be determined after the PROJECT has been completed.

C. "MATCH" is monetary and non-monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR, and can include partners and funding sources other than the TRANSPORTATION ENHANCEMENT PROGRAM. The MATCH shall be at least fifty percent (50%) of ACTUAL PROJECT COST, and must include a cash contribution to construction costs equal to twenty five percent (25%) of the AWARD. The MATCH may include the monetary value of in-kind services.

D. "AWARD" is the amount of TRANSPORTATION ENHANCEMENT PROGRAM funds allocated for this PROJECT which is the SHA's contribution toward the ACTUAL PROJECT COST. The AWARD shall not exceed fifty percent (50%) of the ACTUAL PROJECT COST.

E. "APPLICATION" is the written document submitted by the PROJECT SPONSOR describing the PROJECT.

II. DESCRIPTION OF PROJECT

A. The PROJECT shall consist of construction of improvements to the Amtrak Station entryway and environs including ADA improvements which will complete the accessibility and bicycle improvements along Baltimore Street from the Downtown Cumberland Pedestrian Mall to the Queen City Pavement and along the railroad tracks

which run from Baltimore Street to the Amtrak Station, as was proposed in the original project. This includes improvements at the Baltimore Street/Queen City Drive intersection, the Baltimore Street/George Street intersection, and other needed improvements along this segment of Baltimore Street. Additions to this project will include: the replacement of curb ramps at the intersections of Mechanic Street/Harrison Street and Mechanic Street/Pershing Street. This also will include the installation of pedestrian signals, such as Audible Pedestrian Signals (APS), at the intersection of Mechanic Street/Harrison Street along with upgrades to the controller equipment as required. Included as AD alternates are the installation of APS at the following signalized intersections: Baltimore Street/Queen City Drive and Baltimore Street/Mechanic Street. The PROJECT will be owned and maintained by the PROJECT SPONSOR.

B. Project activities include but are not limited to preliminary site preparation, maintenance of traffic, excavation, drainage, signs, railings, pavement and pavement markings, construction activities, construction management, inspections, and materials testing. The PROJECT will be constructed on property owned in fee simple by, or on perpetual easements held by the PROJECT SPONSOR. The PROJECT will be owned and maintained by the PROJECT SPONSOR

C. As part of the MATCH, the PROJECT SPONSOR will also design the project.

III. FUNDING

A. The ESTIMATED PROJECT COST is **$ 486,206**. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION included herein by reference.

B. MATCH

1. The MATCH is estimated to be **$ 243,103.** The MATCH shall be at least fifty percent (50%) of the amount of the ACTUAL PROJECT COST.

2. The MATCH shall include cash equal to at least twenty five percent (25%) of the final AWARD, as contributed towards Transportation Enhancement Program funded construction activities, which cash is estimated to be a minimum of **$60,776.**

3. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH (e.g. Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, Urban Street Reconstruction funds).

4. The amount of cash MATCH required for any other funds, grants, or activities paid by the SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as cash

MATCH for the Transportation Enhancement Program funding for the PROJECT.

5. The MATCH may include such items as design.

6. Maintenance activities, maintenance equipment, and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

C. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.

D. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the MATCH may be reduced to fifty percent (50%) of the ACTUAL PROJECT COST.

E. The AWARD shall not exceed the lesser of (i) **$ 243,103**; (ii) fifty percent (50%) of the ACTUAL PROJECT COST; (iii) 80% of reimbursable costs or (iv) the actual monetary value of the MATCH.

F. PAYMENT

1. The SHA shall use the AWARD to reimburse the PROJECT SPONSOR for the SHA's share of the ACTUAL PROJECT COST, to include but not be limited to preliminary site preparation, maintenance of traffic, excavation, drainage, signs, railings, pavement and pavement markings, construction activities, construction management, inspections, and materials testing.

2. The PROJECT SPONSOR shall submit to the SHA's District 6 Engineer copies of paid invoices to show ACTUAL PROJECT COSTs incurred in performing the PROJECT. Invoices shall contain sufficient documentation, in the SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon approval of the invoice, SHA's District 6 Engineer shall forward the invoice to the SHA's Regional and Intermodal Planning Division for payment.

3. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by the SHA shall be deducted from each invoice by the amount of the non-eligible portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.

4. If any other funds, grants, or activities paid for by the SHA, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to the SHA.

5. In the event a portion of the MATCH includes in-kind services, the PROJECT SPONSOR shall certify in writing that the in-kind services have been provided or performed, and shall certify as to their reasonable monetary value.

6. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTs, and make same available upon request by the SHA.

7. Prior to the final payment of the AWARD by the SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.

8. The SHA shall remit payment to the PROJECT SPONSOR within 30 days following receipt of each invoice by the SHA's Regional and Intermodal Planning Division, provided: (i) the invoice contains all necessary information for processing, in the SHA's discretion, (ii) no charges are disputed by the SHA, (iii) the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and (iv) the payment of the invoice does not cause the maximum AWARD to be exceeded.

9. In the event the MATCH is decreased, resulting in the MATCH being less than the AWARD, the AWARD shall be reduced to at most equal the MATCH. Any AWARD monies that exceed the reduced MATCH amount already paid to the PROJECT SPONSOR shall be returned to the SHA, immediately upon demand by the SHA.

10. If the PROJECT cannot be completed as described, then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to the SHA all AWARD monies previously paid to the PROJECT SPONSOR, immediately upon demand by the SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then the SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.

11. In the event the SHA provides construction-related services for the PROJECT (e.g., construction inspection, materials testing, etc.), pursuant to a written request to do so by the PROJECT SPONSOR, then the AWARD shall be reduced by an amount incurred by the SHA equal to the monetary value of the construction related services.

G. Funding of the PROJECT is not a guarantee of future TRANSPORTATION ENHANCEMENT PROGRAM funding for any future phases of the PROJECT.

IV. THE PROJECT SPONSOR SHALL:

A. Prepare and submit to the SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.

B. Coordinate and conduct any required public hearings or requests for public input.

C. Upon request by the SHA, submit for SHA review and written comment, design plans, specifications and estimates at major design milestones, i.e., (i) preliminary design thirty percent (30%), (ii) semifinal design sixty-five percent (65%), (iii) final review ninety-five percent (95%), and (iv) Plans, Specifications, and Estimates (PS&E) one hundred percent (100%).

D. Prior to advertising the PROJECT for bids, apply for and obtain all permits required by Federal, State, or local authorities, including but not limited to, Erosion and Sediment Control, Stormwater Management, Critical Areas, Wetlands, Utility Permits, Traffic Control Plans, and any required permit issued by the SHA's District Office, if any part of the PROJECT is located within or along SHA right-of-way.

E. In the event the PROJECT impacts utilities within SHA right-of-way, the PROJECT SPONSOR shall determine the date the right-of-way was acquired by the utility company (or the date said utility was installed), and the date the SHA acquired the right-of-way.

1. If the utility company's right-of-way ownership or installation preceded the SHA's ownership, the PROJECT SPONSOR shall be solely responsible for the design and relocation of the utilities.

2. If the SHA's ownership preceded the utility company's right-of-way ownership or installation, the SHA may require that the utility company move the utility at the sole expense of the utility company.

F. Coordinate and supervise the advertisement, bid process, and award of the contract including, but not limited to, the following:

1. Prepare bid package in accordance with State and Federal procurement laws and regulations and submit to the SHA for review and approval prior to advertisement.

2. Advertise for bids in accordance with State and Federal procurement laws and regulations after the SHA has provided written approval of the bid package.

3. Open bids in accordance with Local, State and Federal procurement laws and regulations.

4. Prepare the "Concurrence in Award" package, in accordance with State and Federal procurement laws and regulations, and submit to the SHA for review and written approval prior to giving the apparent lowest responsible responsive bidder the approval to proceed.

5. After written receipt of the concurrence in award from the SHA, award the contract and issue Notice to Proceed (NTP) to the lowest responsible responsive bidder.

G. Coordinate and supervise engineering and construction activities by administering the construction contract for the PROJECT, and providing such activities as construction engineering, construction inspection, and materials testing and certification, in accordance with Federal and State requirements.

1. Construction inspection must be performed by an inspector that has been certified by the SHA.

2. Materials field-testing must be performed by an inspector that has been certified by the SHA.

3. Materials testing must be performed by a laboratory that has been certified by the SHA.

H. Hold a pre-construction meeting with the contractor to which SHA representatives shall be invited.

I. Hold biweekly or monthly meetings, to which SHA representatives shall be invited, with the contractor to discuss construction progress. Minutes of the meetings shall be sent to the SHA's District Office biweekly or monthly.

J. Design and construct the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.

K. Provide any PROJECT landscaping and screening to adjacent properties as may be agreed upon by the PROJECT SPONSOR and the adjacent property owners.

L. Provide for adequate drainage and stormwater management as required by State and local requirements.

M. Prior to performing any work upon or entering upon any property required for the PROJECT, provide the ADMINISTRATION with documentary evidence of fee ownership or easement interests for said property, or if on SHA right of way, of SHA District Office permit, in the PROJECT SPONSOR's name. Any fee or easement obtained for this project must be obtained in accordance with federal and state acquisition requirements.

N. Prior to commencement of any construction activities, provide the SHA with evidence of adequate liability insurance to cover third party claims arising from the

PROJECT, as required by the most current Maryland Department of Transportation / SHA Standard Specifications for Construction and Materials and addendums, located at http://www.roads.maryland.gov/ohd/part1.pdf , page 45, section GP-7.14.

O. Prior to commencement of any construction activities, require that the contractor provide evidence of adequate purchased liability insurance to cover third party claims arising from the PROJECT, as required by the most current Maryland Department of Transportation / SHA Standard Specifications for Construction and Materials and addendums, located at http://www.roads.maryland.gov/ohd/part1.pdf, page 45, section GP-7.14.

P. The PROJECT SPONSOR shall require the contractor to provide a surety performance bond in the amount of the ESTIMATED CONSTRUCTON COST to ensure that the PROJECT will be constructed if the contractor defaults. PROJECT SPONSOR shall also require a surety payment bond in the amount of the ESTIMATED CONSTRUCTION COST to ensure that the contractor pays its subcontractors and suppliers, as required by the most current Maryland Department of Transportation / SHA Standard Specifications for Construction and Materials and addendums, located at http://www.roads.maryland.gov/ohd/part1.pdf, page 20, section GP-3.03.

Q. In the event that the SHA undertakes future highway-related improvements within the SHA's right-of-way that impact the PROJECT, the PROJECT SPONSOR shall be responsible for the redesign and relocation of the PROJECT, at the PROJECT SPONSOR's sole expense.

R. Perform, at the PROJECT SPONSOR's sole responsibility and cost, all maintenance of the PROJECT, both during and after completion of the PROJECT. This includes, but is not limited to, graffiti removal, painting, cleaning, trash removal, security, and enforcement of regulations and laws affecting the PROJECT.

S. Submit reimbursement requests quarterly as construction of the project moves forward.

T. Withhold a five (5) percent retainage from the contractor per invoice submitted until the project is satisfactorily complete.

U. Forward the completed closeout package to the SHA's District 6 Engineer. The completed package shall also include a request for the final reimbursement of the AWARD.

V. The PROJECT SPONSOR shall document and certify in writing to the SHA that all activities associated with the AWARD have been completed in accordance with State and Federal law and this MOU.

W. If a public event is scheduled for the PROJECT, notify the SHA's Office of Customer Relations and Information at least thirty (30) days prior to the event. Public events must be coordinated with and cleared by the SHA's Office of Communications prior to proceeding with the event

X. The PROJECT SPONSOR, to the maximum extent permitted by law, hereby agrees to indemnify, defend and save harmless the State of Maryland, the SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

V. THE SHA SHALL:

A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.

B. Following receipt of all PROJECT documents requiring SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements.

C. Provide oversight inspection and review during the construction of the PROJECT to assure all obligations are being met.

D. Review Concurrence in Award package and notify PROJECT SPONSOR in writing that they may award the contract to the lowest, responsive, responsible bidder.

E. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to the SHA for ACTUAL PROJECT COSTS, as determined solely by the SHA.

F. Process the request from the PROJECT SPONSOR for final payment after receiving the completed closeout package from the PROJECT SPONSOR.

G. Withhold five (5) percent of the amount of the AWARD, which will be included in the final invoice, until the closeout package is received from the PROJECT SPONSOR and approved by the SHA.

H. After approval of the closeout package by the SHA's District 6 Engineer and upon receipt by the SHA's Regional and Intermodal Planning Division of the approved closeout package, reimburse within 30 days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

VI. CHANGE ORDERS

A. In the event the PROJECT SPONSOR wishes to request a Change Order for the PROJECT, the PROJECT SPONSOR shall forward the request for the Change Order to the SHA in writing.

B. The PROJECT SPONSOR and the Contractor must agree with the changes before submitting the Change Order to the SHA.

C. The PROJECT SPONSOR must approve any Change Order recommended by the SHA.

D. Change orders may be approved for amounts that exceed the amount of the contract awarded to the contractor, but such approvals will not increase the amount of the AWARD.

E. If the PROJECT SPONSOR proceeds with significant changes that result in additional ACTUAL PROJECT COSTs, without the SHA's prior approval, the PROJECT SPONSOR will not be reimbursed for the increase.

F. Change orders for significant scope changes or for more than a ten (10) percent cost increase will require TRANSPORTATION ENHANCEMENT PROGRAM Executive Committee approval.

G. The SHA shall notify the PROJECT SPONSOR of approval or rejection of the Change Order in writing.

H. With the exception of Emergency Change Orders, any Change Order not given prior review and approval in writing by the SHA shall not be reimbursed.

I. Emergency Change Orders may be approved by telephone. The appropriate paperwork must then be filed within 14 days.

J. If the emergency occurs during non-business hours and a representative from the SHA is not available to approve the Emergency Change Order, the PROJECT SPONSOR may approve at their sole risk.

K. The SHA has the right to deny reimbursement for any Change Order that has not been given approval by the SHA.

L. All Change Orders must comply with and not violate the NEPA documentation or extend beyond the approved project limits.

VII. GENERAL

A.

i. This PROJECT is subject to the TEP Milestone Policy, which is included herein by reference and located on the internet at

http://www.roads.maryland.gov/OPPEN/Milestones_Policy.pdf . In the event that the PROJECT does not meet the provisions of the POLICY and funding is withdrawn, (i) all obligations of the SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease; (ii) the SHA shall not be liable for any expense of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.

ii. The PROJECT term shall begin on the date of the execution of this MOU, and shall end on the same month and day five years later.

iii. All project activities must be completed on or before the end of the PROJECT term set out in VII. A. ii, above.

B. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.

C. At the time of PROJECT close out, any portion of the AWARD not used for the PROJECT shall revert to the SHA for distribution to other TRANSPORTATION ENHANCEMENT PROGRAM projects in the SHA's sole discretion.

D. This MOU shall inure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of the SHA, which may be reasonably withheld.

E. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.

F. The PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by the SHA and PROJECT SPONSOR for a minimum of three (3) years after the Final Acceptance of the PROJECT by the SHA.

G. The SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COST after the PROJECT closeout package has been accepted and processed.

H. All notices and/or invoices, if to the CITY, shall be addressed to:

Ms. Kathy McKenney, Historic Planner/Preservation Coordinator
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502
Phone: 301-759-6431
Fax: 301-759-6432
Email: kathy.mckenney@cumberlandmd.gov

With a copy to:
Mr. John DiFonzo, Engineer

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Phone: 301-759-6600
Office: 301-729-6608
john.difonzo@cumberlandmd.gov

If to SHA:

Mr. Lee Starkloff
SHA District 6 Engineer
1251 Vocke Road
LaVale, MD 21502
Phone: 410-841-1001
E-mail: lstarkloff@sha.state.md.us

with a copy to:

Mr. Glenn Klaverweiden, Agreements Coordinator
Regional and Intermodal Planning Division
Maryland State Highway SHA
Mail Stop C-502
707 North Calvert Street
Baltimore MD 21202
Phone: 410-545-5677
Fax: 410-209-5025
E-mail: gklaverweiden@sha.state.md.us

All invoices for ENHANCEMENT FUNDING approved for payment by SHA's District 6 Engineer shall be forwarded for processing to:

Ms. Jessica Shearer, Transportation Enhancement Program Manager
Regional and Intermodal Planning Division
State Highway SHA
Mail Stop C-502
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-5653
Fax: 410-209-5025
E-mail: jshearer@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY SHA

_____ By: _____(SEAL)
Witness Melinda B. Peters Date
Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

_____
Assistant Attorney General

_____
David J. Coyne
Deputy Administrator/Chief Engineer
for Operations

_____
Douglas H. Simmons,
Deputy Administrator/Chief Engineer
for Planning, Engineering, Real Estate, and
Environment

_____
Lisa B. Conners, Director
Office of Finance

CITY OF CUMBERLAND

By: _____ (SEAL)
Brian K. Grim Date
Mayor

SIGN HERE

Item # 13

Regular Council Agenda
February 17, 2015

Description

Order authorizing the execution of a "First Amendment to Non-Standard Water Tank Lease With Option" with T-Mobile Northeast LLC (successor to Omnipoint Communications) to modify the equipment T-Mobile may install at 700 Bishop Walsh Road and providing for an additional $250 per month rent following the start of new construction

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 17, 2015__

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

THAT, the Mayor be and is hereby authorized to execute a "First Amendment to Non-Standard Water Tank Lease with Option" by and between the Mayor and City Council of Cumberland (Landlord) and T-Mobile Northeast, LLC (Tenant), in order to modify the equipment T-Mobile may install on City-owned property at 700 Bishop Walsh Road, and providing that T-Mobile shall pay an additional $250/month rent following the start of new construction at this site.

_____

Brian K. Grim, Mayor

FIRST AMENDMENT TO NON-STANDARD WATER TANK LEASE WITH OPTION

This First Amendment to the Non-Standard Water Tank Lease with Option ("First Amendment") is made by and between Mayor and City Council of Cumberland ("Landlord") and T-Mobile Northeast LLC, as successor in interest to Omnipoint Communications Cap Operations, LLC ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Non-Standard Water Tank Lease with Option dated July 31, 2001 (the "Lease"), whereby Landlord leased to Tenant certain portions of the Property located at Bishop Walsh Road, Cumberland, MD 21502 (the "Property"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease in order to modify the equipment Tenant is allowed to install on the Property; and,

WHEREAS, Landlord and Tenant hereby affirm that, as of the date hereof: (i) no breach or default by Landlord or Tenant occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this First Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. The second sentence of Section 1(c) of the Lease is deleted and replaced with:

   The Premises comprises approximately 200 square feet, and is located at Bishop Walsh Road, Cumberland, Allegany County, MD 21502 which has an E911 address of 600 Bishop Walsh Road and an account identifier number of 06-050301.

2. Tenant shall pay Landlord additional rent of Two Hundred Fifty and no/100 Dollars ($250.00) per month ("Additional Rent"). The Additional Rent shall become effective the first day of the month following the start of construction in conjunction with this First Amendment.

3. Exhibit B shall be replaced in its entirety with Exhibit B-1, dated January 16, 2015, attached hereto and incorporated herein.

4. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this First Amendment.

5. This First Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment.

7. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this First Amendment conflicts with

the terms of the Lease, the terms and provisions of this First Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this First Amendment.

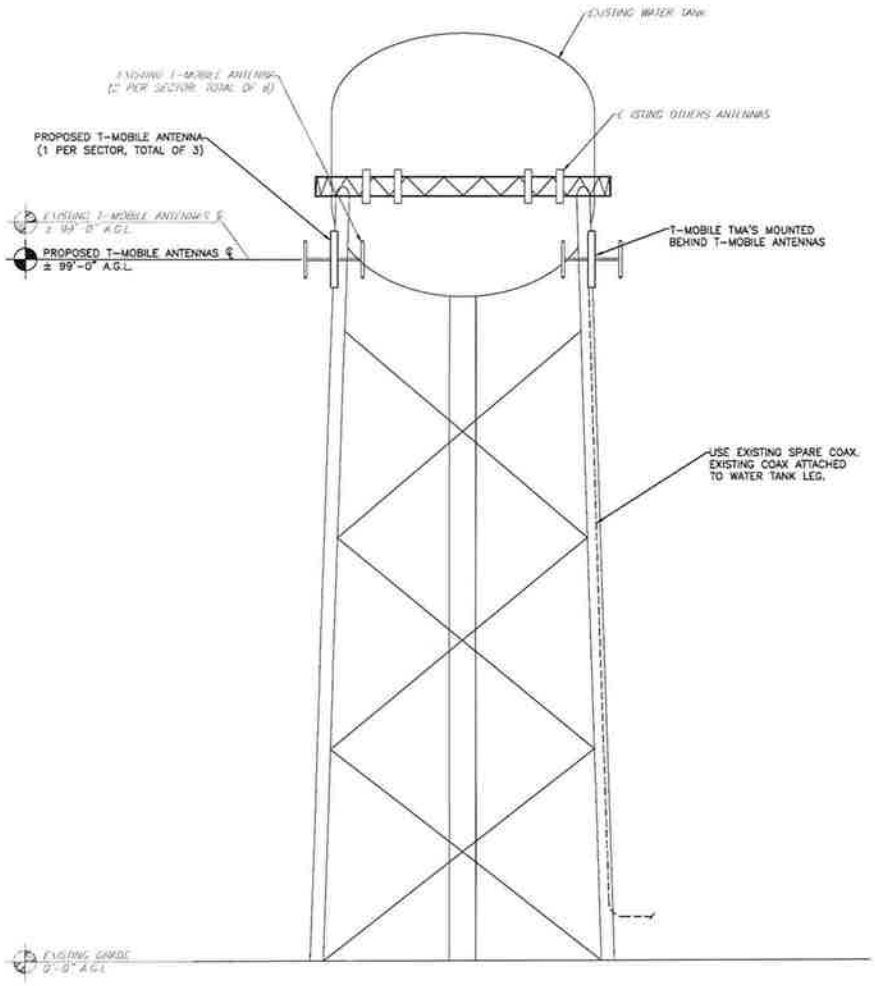
8. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

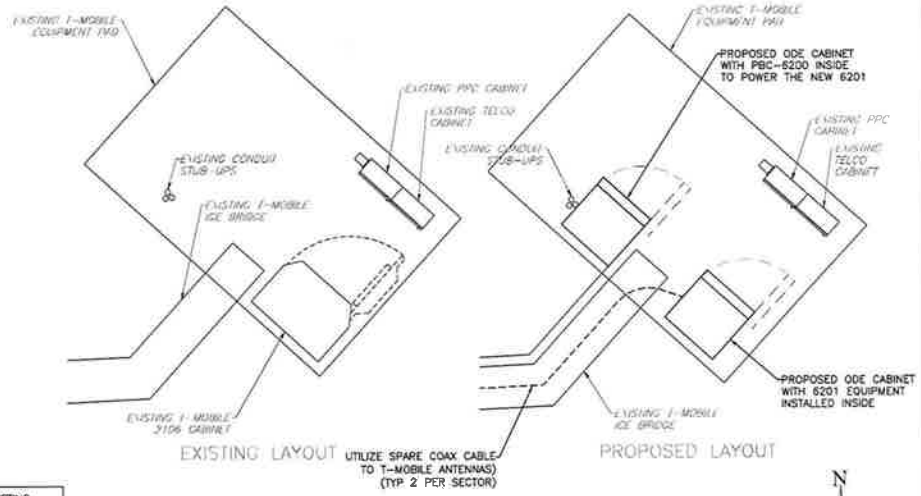
IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year last written below.

LANDLORD Mayor and City Council of Cumberland	**TENANT** T-Mobile Northeast LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B-1

Dated January 16, 2015





22"x34" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

1 C-1 ELEVATION VIEW

THESE DRAWINGS WERE COMPLETED USING EXISTING DRAWINGS PROVIDED BY NB&C. NEW HORIZON SITE SERVICES HAS NOT VERIFIED THE SITE PLANS. IF THE CONTRACTOR ENCOUNTERS EXISTING CONDITIONS OTHER THAN WHAT IS SHOWN, PLEASE NOTIFY THE ENGINEER IMMEDIATELY

22"x34" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

2 C-1 EQUIPMENT PLAN

N

Regular Council Agenda
February 17, 2015

Description
Order appointing Dr. Stephen Gibson to the Historic Preservation Commission

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 17, 2015__

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

THAT, Dr. Stephen Gibson be and is hereby appointed to the Historic Preservation Commission of the City of Cumberland to complete the unexpired term of Steve Colby, effective 2/17/15 through 12/31/2016.

_____

Brian K. Grim, Mayor

Regular Council Agenda
February 17, 2015

Description

Letter from Decatur Heights Neighborhood Association requesting permission to close Decatur Street from Davidson to Glenn on Saturday, May 30, 2015, from 10:00 a.m. until 5:00 p.m., to hold a street fair.

Approval, Acceptance / Recommendation

Chief Charles Hinnant has advised that he has met with representatives of the Decatur Height Neighborhood Association and has no issues with the request to close the street. CPD supervising officers are involved with planning the event.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Decatur Heights Neighborhood Association
13 Decatur Street
Cumberland, MD 21502
January 21, 2015

RCVD
CLERK'S OFFICE
2015JAN26 PM5:49

Mayor and City Council
Cumberland, Maryland
57 North Liberty Street
Cumberland, Maryland 21502

Mayor Grim and City Council Members:

The Decatur Heights Neighborhood Association is planning a street fair for Saturday, May 30, 2015, From 11:00 a.m. until 4:00 p.m. We would like to close Decatur Street to traffic from 10:00 a.m. until 5:00 p.m. for that day. This would allow an hour for vendors to set up prior to the opening time and an hour after for vendors to tear down their displays. We have met with Chief Hinnant to ask his help and suggestions concerning this project. He suggested closing Decatur Street from Davidson Street to Glenn Street. We have also asked Ms Gayle Griffeth for suggestions and help.

We are presenting our project to you for your approval and help. We need your suggestions, too, since this is a first for DHNA. If you have suggestions you may contact me at spookyemc@verizon.net or 301-724-6549.

Sincerely,

Frances Cook

Frances Cook,
Decatur Height Neighborhood Association