



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

David Kauffman

CITY CLERK

Marjorie A. Woodring

MINUTES

**Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
12:00 A.M.**

DATE 4/7/2015

***Pledge of Allegiance**

I. ROLL CALL

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman

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

II. PROCLAMATIONS

(A) Proclamation declaring April 30, 2015 to be "Cumberland Arbor Day."

Mayor Grim read the proclamation and Paul Eriksson, Natural Resource Technician, accepted on behalf of Dennis Bittinger, Chairman of the Shade Tree Commission. Mr. Eriksson invited the Mayor and City Council and the public to attend the Arbor Day festivities that would be held on April 30, 2015 beginning at 1:00 p.m. at Canal Place.

(B) Proclamation honoring the Mayors Day of Recognition for National Service on April 7, 2015.

Mayor Grim read the proclamation and encouraged citizens to give back to their community by becoming involved in organized beautification efforts or undertaking improvements at their own home.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation from Police Chief Charles Hinnant announcing that the Cumberland Police Department was recently awarded accreditation status through the CALEA Law Enforcement Accreditation Program.

Chief Charles Hinnant advised that the Cumberland Police Department had received full accreditation status

through the Commission on Accreditation for Law Enforcement Agencies (CALEA) on March 21, 2015, upon the department's first application. He discussed the benefits that would be realized by the department and the City through CALEA accreditation and reviewed the process by which accreditation status was achieved. Chief Hinnant stated that being awarded full CALEA accreditation was accomplished through a team effort put forth by the men and women of the Police Department along with the continuing support of the Mayor and City Council and community partners and is viewed as a badge of excellence for the department. Chief Hinnant recognized Sgt. Chuck Ternent for his leadership in guiding the department through this complex process.

Chief Hinnant presented the award to the Mayor and City Council. Mayor Grim congratulated Chief Hinnant and the department, thanked Lt. Ternent for his tremendous efforts, and stated that CALEA designation recognizes the professionalism and quality of the Cumberland Police Department.

(B) Presentation from Donnell Keech, Project Director for The Nature Conservancy, and Paul Eriksson, City Forester, on the Forest Management Plan for the watersheds at Lakes Gordon and Koon.

Paul Eriksson, Natural Resource Technician, provided an update on the forest stewardship plan for the Lake Koon and Lake Gordon properties. Mr. Eriksson advised that the MD DNR Forest Service has received a US Forest Service Grant to work with several MD and PA municipalities, including Cumberland. A meeting was held March 2, 2015, with representatives from groups with an interest in the management of the property. It was determined that the old objectives from the Rex Harper plan were outdated and what mattered most to the new stakeholders were water quality, recreational opportunities, and the ability to maintain a "working" forest. Mr. Eriksson asked for the Mayor and Council's approval to move forward with the new objectives, to take an inventory of the property, and to write an updated plan.

Ms. Keech, representative of the Nature Conservancy (NC), stated that the NC shared a common cause with Cumberland because of the role the forest plays in providing clean water. The forest management plan will provide a wealth of data on current conditions in the forest which will allow the planning team to outline opportunities to reduce risks and mitigate liability over the course of time, and secure or enhance drinking water quality, wildlife habitat, an recreational opportunities. The partnership with the Conservancy will make available to the City a set of strengths and expertise to pull together a sustainable forest management plan.

Ms. Keech further discussed the Certification process, whereby the land owner voluntarily commits to established and recognized standards for best practices and invites a third party to review and certify the forest as being properly managed. She reviewed the advantages to the City in having a long-term stewardship plan in place.

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for February, 2015.

Item Action:Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 5-0.

(B) Public Works

1. Maintenance Division monthly report for February, 2015.

Item Action:Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 5-0.

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of February 17 and March 3, 2015.

Item Action:Approved

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

(B) Administrative / Executive

1. Approval of the February 17, 2015 Administrative Session Minutes.

Item Action:Approved

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

FEBRUARY 17, 2015 ADMINISTRATIVE SESSION

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor (joined meeting at 6:00 p.m.); Sherri Nicol, Assistant to the City Clerk

NOTICE of intent to hold an Administrative Session on February 17, 2015, at 5:45 p.m. was provided to the media via email notification and posted to the City's website on February 13, 2015.

MOTION to enter into closed session to discuss union negotiations was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and approved on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (9).

TOPICS: Union negotiations

VI. PUBLIC HEARINGS

- (A) Public Hearing - to receive comment on the draft 2015-2019 CDBG/Consolidated Plan

Mayor Grim convened the public hearing at 6:50 p.m.

Lee Borrer, Senior Community Development Specialist, stated that the City was currently operating with the 2015-2019 Five Year Annual Planning Process for the Community Development Block Grant funding program. This evening's public hearing represented the second of this year's process. Ms. Borrer provided a review of staff recommendations for the 2015 action plan broken down by the categories of Planning/Administration, Public Services, Public Facilities, Housing/Rehabilitation, and Homeownership. Federal funding for this year's projects was expected to be received in the amount of \$730,042. Public comments on the proposed plan would be accepted through May 7, 2015.

Jennifer Light, Executive Director of the Downtown Development Commission, stated that she and Steve Leyh would like to thank the Mayor and Council for their past support of the improvements for the Town Center Stage. The stage has fallen into disrepair in recent years and is not ADA compliant and the DDC would be requesting assistance this year to help bring the stage into compliance. She noted that the downtown programming for FY16 would offer 25 events on the stage which would be free to the public and provide a direct benefit to the downtown businesses.

With no further comments being offered, Mayor Grim adjourned the public hearing at 7:00 p.m.

VII. UNFINISHED BUSINESS

- (A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - authorizing the adoption of a Zoning District Map, dated April 7, 2015, to replace the existing official version and be made part of the Zoning Ordinance.

SECOND READING: Mr. Rhodes provided background on the intent of the ordinance, stating that a public hearing on the proposed changes had been held on March 17, 2015.

The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its final reading.

THIRD READING: The Ordinance was presented in Title only for its third reading and was adopted on a vote of 5-0.

ORDINANCE NO. 3773

2. Ordinance (*2nd and 3rd readings*) - to repeal and reenact with amendments Chapter 23 of the City Code entitled "Subdivisions."

SECOND READING: Mr. Rhodes provided background on the intent of the ordinance, stating that a public hearing on the proposed changes had been held on March 17, 2015.

The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its final reading.

THIRD READING: The Ordinance was presented in Title only for its third reading and was adopted on a vote of 5-0.

ORDINANCE NO. 3774

3. Ordinance (*2nd and 3rd readings*) - 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.

SECOND READING: Mr. Rhodes provided background on the intent of the ordinance, stating that a public hearing on the proposed changes had been held on March 17, 2015.

The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its final reading.

THIRD READING: The Ordinance was presented in Title only for its third reading and was adopted on a vote of 5-0.

ORDER NO. 3775

VIII. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing a Special Taxing District Residential Exemption for the 2014-2015 tax year in the amount of \$1,237.36 for property at 55 Baltimore Street.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,793

2. Order adopting an updated fee schedule for permit applications.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,794

3. Order authorizing the execution of Lease Agreements with Shafco t/a City Lights American Grill and Bar, Ristorante Ottaviani, Baltimore Street Grill, and Embassy Theatre Co. LLC to allow for the use of areas of public right-of-way for outside dining or entertainment purposes for the term April 7, 2015 - March 31, 2016.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,795

4. Order adopting a revised "Affirmative Action Plan for Employment" effective April 7, 2015.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,796

5. Order adopting a "Drivers Policy" effective April 7, 2015.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,797

6. Order rescinding Order No. 25,163, passed September 28, 2010, approving a Memorandum of Understanding with the Downtown Development Commission regarding the employment and use of Code Enforcement Officers in the Special Taxing District.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. With regard to this item, Mr. Rhodes noted that, after discussion with the DDC, the City would be taking 100% ownership of the downtown Code Enforcement program. The MOU that had been in place provided that the cost be split 50/50, which led to confusion over who managed the program. With the City covering the cost of the program, the City will now be in total control. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,798

7. Order approving Constitution Park as the site location for a new Skate Plaza.

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comment. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,799

(B) Letters, Petitions

1. 2014 Affirmative Action Annual Report submitted to the Mayor and City Council by April Howser, Human Resources Officer, on March 26, 2015.

The letter was acknowledged and entered into public record.

IX. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Councilwoman Alt-Myers provided an update on the actions of the Human Relations Commission. She stated that the Commission would be hosting a Fair Housing event on April 8th, with a focus on educating the community on available transportation choices. Landlord tenant brochures were now being included with rental licensing material, webinars and meetings for Fair Housing were attended, diversity training sessions were held, and a National Night-out was being held in partnership with local agencies.

Councilwoman Alt-Myers provided an update on the Let's Beautify Cumberland! Committee. The Day of Caring and Sharing was scheduled for May 8th and the committee was looking for additional volunteers. A workshop was planned for May 11th; the 19th annual Downtown Plant Sale was scheduled for April 30 - May 2nd; the Army Jazz Band was scheduled to do a rededication of the Veterans Memorial Park in the downtown; the Blue Ribbon Award Program and Flag Project were still underway.

Councilwoman Alt-Myers provided an update on the Potomac Highland Airport Authority. Delta Energy spoke at the last meeting; the tree cutting is complete and would be moving into the next phase later this summer; the committee was waiting to receive comment from the FAA on the Auto Cross event; Allegany County Security Officer Bobby Dick had discussed security needs at the Airport; the PHAA by-laws were being updated, A Fly-In is scheduled within the next couple months; the committee is looking into creating a Aviator Memorial.

Councilwoman Alt-Myers provided an update on the actions of the MML Legislative Committee and advised that the Highway User Revenues were expected to be fully restored this year.

Owen Rice, 510 Welch Avenue, stated that the Let's Beautify Cumberland! Committee works on the same spots each year and suggested that new areas be addressed. Mr. Rice expressed concerns about the proposed bike lane and questioned why only half of the length of the lane was being tested in the trial, as the businesses at the lower end of Frederick St. would be affected. He suggested using a "share the road" program instead of closing a lane and noted he had seen bikers traveling in the lane the wrong way on Frederick Street. Mr. Rhodes stated that the cost of putting the bike lane in temporarily was cost prohibitive.

The main concern had been what the impact on traffic would be, therefore the concept was to close one lane, thereby forcing the motorist into one lane to see what the impact would be. The cones were not used closer to town because they presented a problem for businesses with trucks and traffic. Councilwoman Alt-Myers stated that signage needed to be installed and that this trial was a working test; bikers still needed to obey the laws.

Ken Wilmot, 513 Fort Avenue, questioned how many bicyclists used the lane during the trial period. He stated there were very few people in Cumberland that bicycled and was concerned with the speeding on Frederick Street. Councilman Kauffman stated that the objective of the bike lane was to foster and increase cycling as a means to improve the city and grow the population rather than just looking at current needs.

X. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:25 p.m.

Minutes approved on June 2, 2015

Mayor Brian K. Grim

ATTEST: Marjorie A. Woodring, City Clerk



City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *The City of Cumberland recognizes the importance of protecting our environment by planting, protecting, and caring for the trees in our community; and*
- WHEREAS,** *The Cumberland Shade Tree Commission and the City of Cumberland have worked together to create a greater awareness within our community of the valuable asset trees provide and the need to promote tree practices that will create a healthy urban forest that can be enjoyed by future generations; and*
- WHEREAS,** *Numerous communities in Maryland participate in natural resources conservation programs involving trees, soil conservation efforts, and Chesapeake Bay sediment control programs, and the Mayor and City Council of Cumberland feel that it is the responsibility of our city to share in these efforts to protect our environment and natural resources; and*
- WHEREAS,** *Through the efforts of the Shade Tree Commission to preserve and improve the health of our urban forest, the City of Cumberland has been distinguished as a Tree City USA for 17 years by the National Arbor Day Foundation, as well as a "Maryland PLANT Community" by the Maryland Urban and Community Forestry Council for 23 years.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the April 30, 2015 to be

"Cumberland Arbor Day"

**Given under our Hands and Seals this 7th day of April, in the Year 2015,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.**

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor



Regular Council Agenda
April 7, 2015

Description

Proclamation declaring April 30, 2015 to be "Cumberland Arbor Day."

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
April 7, 2015

Description

Proclamation honoring the Mayors Day of Recognition for National Service on April 7, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
April 7, 2015

Description

Presentation from Police Chief Charles Hinnant announcing that the Cumberland Police Department was recently awarded accreditation status through the CALEA Law Enforcement Accreditation Program.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
April 7, 2015

Description

Presentation from Donnell Keech, Project Director for The Nature Conservancy, and Paul Eriksson, City Forester, on the Forest Management Plan for the watersheds at Lakes Gordon and Koon.

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

February 2015



City of Cumberland Department of Police

Monthly Report

February 2015

Part 1 Crimes for the Month

	2014		2015		2014		2015		2014		2015	
Aggravated Assaults	4	1	B & E (All)	22	18	Murder	0	0	Rape	0	0	
Robbery	0	3	Theft - Felony	5	0	Theft - Vehicle	2	1				

Selected Criminal Complaints for the Month

	2014		2015		2014		2015		2014		2015	
Theft - Misdemeanor	25	27	Theft - Petty	19	24	Domestic Assaults	31	23	CDS	30	40	
Disturbances	128	133	DOP/Vandalism	27	32	Indecent Exposure	1	1	Sex Off - Other	2	5	
Suicide	0	0	Suicide - Atmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	1	
Trespassing	7	10	Assault on Police	0	1	Assault Other	31	29				

Selected Miscellenous Incidents for the Month

	2014		2015		2014		2015		2014		2015	
Alcohol Volations	2	2	Juvenile Compl.	16	4	Missing Persons	7	4	School Resource	69	61	
School Threat	0	0	Sex Off. Regist.	30	16	Truancy	10	5	Death Investigation	8	5	

Selected Traffic Incidents for the Month

	2014		2015		2014		2015		2014		2015	
DWI	8	5	Hit & Run	21	19	M/V Crash	79	64	Traffic Stop	453	367	

Selected Service Calls for the Month

	2014		2015		2014		2015		2014		2015	
Alarms	66	43	Assist Motorist	45	42	Check Well-Being	45	54	Foot Patrol	33	4	
Assist Other Agency	45	49	Bike Patrol	0	0	Special Events	6	7	Suspicious Activity	31	72	

Arrests Totals for the Month

	2014		2015		2014		2015		2014		2015	
M/V Citations	82	52	M/V Warnings	358	298	Adult Crim.	76	122	Juvenile Crim.	14	25	

Total Incidents Reported : **2014** **2015**
2,086 **1,652**



Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2015

SWORN PERSONNEL: 52 SWORN OFFICERS

Administration	6 officers
Squad 1A	8 officers
Squad 1B	8 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	7 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: 468 HOURS

COMP TIME USED: 137 HOURS

SICK TIME USED: 469 HOURS

YEAR TO DATE (beginning 7/1/14): 7508 HOURS

YEAR TO DATE (beginning 7/1/14): 1101 HOURS

YEAR TO DATE (beginning 7/1/14): 2580 HOURS

OVERTIME REPORT

OVERTIME WORKED: 332 HOURS

HOSPITAL SECURITY: 119

COURT TIME WORKED: 28 HOURS

YEAR TO DATE (beginning 7/1/14): 2838 HOURS

YEAR TO DATE (beginning 7/1/14): 495 HOURS

YEAR TO DATE (beginning 7/1/14): 244 HOURS

TRAINING REPORT

19 OFFICERS TRAINED FOR 178 HOURS

YEAR TO DATE (beginning 7/1/14) 3760 HOURS

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

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

CPD	6 arrests	6 warrants served	
ACSO	4 arrests	5 warrants served	
MSP	0 arrests	0 warrants served	
FPD	0 arrests	0 warrants served	
C3I	0 arrests	0 warrants served	
C3IN	2 arrests	2 warrants served	
OTHER	0 arrests	0 warrants served	4 subpoenas served (ACSAO)
TOTALS	12 arrests	13 warrants served	4 subpoenas served

Of these, Detective David Broadwater arrested 12 people, served 13 warrants and 4 subpoenas. He opened 7 "Fugitive" investigations, 4 Assist Other Agency cases and made arrests in 6 existing cases, for a total of 17 cases generated for the month.

SIGNIFICANT CASES:

On February 4, 2015 Detective Broadwater received a request from the Morgan County, West Virginia Sheriff's Office in locating and apprehending a suspect who was wanted in their jurisdiction for the theft of an ATM machine and the cash inside. Detective Broadwater determined the address where the suspect was staying. He responded to that residence, located the suspect, and placed him under arrest.

On February 5, 2015 and again on February 18, 2015, Detective Broadwater was contacted by the Allegany County State's Attorney's Office for assistance in locating and serving Circuit Court trial subpoenas on victims/witnesses that could not be located by members of the Allegany County Sheriff's Office. On February 5th, Detective Broadwater located the victim and served them with the subpoena that day. On February 18th, he located three witnesses and served them with their subpoenas that very same day. In both instances, it led to the successful prosecution of important criminal cases.

**CPD ACTIVITY
OUTSIDE CPD JURISDICTION
FEBRUARY 2015**

No significant activity outside our jurisdiction.



Regular Council Agenda
April 7, 2015

Description

Police Department monthly report for February, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
February 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
FEBRUARY 2015**

- POTHOLES AND COMPLAINTS
 - Potholed 15 days using approximately 7 ton of cold mix.

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

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 3 Traffic Control Signs.
 - Installed/Repaired 2 Street Name Signs.
 - Removed 1 HC sign.

- MISCELLANEOUS
 - SNOW REMOVAL-11 days with 12 shifts of overtime.
 - Re-filled Salt Barrels 6 days.
 - Cleaned snow equipment 7 days.
 - Hauled 9 ton of debris to landfill.

STREET MAINTENANCE - FEBRUARY 2015		2/1-2/7	2/8-2/14	2/15-2/21	2/22-2/28	TOTAL
SERVICE REQUEST COMPLETED						0
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	5	2	4	15
	Cold Mix					0
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMPLAINTS COMPLETED						0
	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			3			3
STREET NAME SIGNS REPAIRED/INSTALLED			2			2
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED						0
			1			1
PAINTING PERFORMED	BLUE					0
	YELLOW					0
	RED					0
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	LOADS					0
	MILES					0
SWEEPER DUMPS HAULED TO LANDFILL	TONS	9.4				9
SALT BARRELLS - Set out/Re-Fill	DAYS	2		2	2	6
CLEANED BALTIMORE ST. UNDERPASS						0
CLEAN SNOW EQUIPMENT	Days	2		3	2	7
BRUSH REMOVAL/TREE WORK	Days					0
Check Drains/Clean Debris	DAYS					0
LEAF PICK UP	Loads					0
Snow Removal						
	11-7	7-3	3-11	Sidewalks	Pre-treat	
02/01/15			2 hrs - 3 trucks			
02/02/15	8 hrs 3 trucks			4 hrs		
02/12/15					8 hrs	
02/14/15			6 hrs 2 trucks			
02/15/15	2 trucks 8 hrs	1 truck 8 hrs				
02/16/15			4 trucks 8 hrs			
02/17/15	6 trcks 8 hrs	6 trcks 8 hrs				
02/18/15			4 trcks 4 hrs	6 hrs		
02/21/15		6 hrs -6 trcks	8 hrs - 6 trcks			
02/22/15	2 trcks - 8 hrs	8hrs - 5 trcks				
02/23/15				4 hrs		

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
FEBRUARY 2015**

- **Miscellaneous Work**
 - Worked Downtown for Groundhog Day.
 - Began repair to Pool Deck.
 - Cleaned garbage up weekly.
 - Worked snow removal 2 times.
 - Cleaned and salted sidewalks 5 times.
 - Repaired deck on Stage.
 - Painted garbage cans.

Fleet Maintenance

February 2015

Total Fleet Maintenance Projects	121
Street Maintenance	19
Snow Removal	16
DDC	0
CPD	20
Water Distribution	24
P & R Maintenance	5
CFD	2
Sewer	6
Code Enforcement	3
Flood	3
PIP	0
WWTP	0
Engineering	3
Facility Maintenance	0
Fleet Maintenance	2
Central Services	0
Municipal Parking	0
Public Works	3
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	9
Field Service Calls	6
Total Work Orders Submitted	25
Risk Management Claims	0
Fork Lift Inspections	0



Regular Council Agenda
April 7, 2015

Description

Maintenance Division monthly report for February, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR
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David J. Caporale
David F. Kauffman

CITY CLERK
Marjorie A. Woodring

MINUTES

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

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, and David Kauffman

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Charles Hinnant, Chief of Police; Donald Dunn, Fire Chief; Sherri Nicole, Assistant to the City Clerk

II. CERTIFICATES, AWARDS AND PRESENTATIONS

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

Mayor Grim welcomed members of the Bicycle Advisory Commission: Brett Showalter, Chairman; Terry Michels, DDC Bicycle Committee; John Difonzo, City Engineer; Dee-Dee Ritchie, CCPDA Executive Director; and Jamie DeHart.

Brett Showalter provided an overview of the proposed bike lane portion of the Presentation, stating that signage for the Share-the-Road campaign was proposed in August of 2008, and the master plan was adopted. He stated that the options open to them now were a trial run using temporary painting of lanes, move forward and implement the plan, or abandon and reject the \$78,000 awarded them by the state.

Councilman Dave Kauffman thanked everyone who took part in the process of getting the proposed Frederick/Bedford Street bike lane and proposed skate park. He stated that Frederick Street seemed to be the largest issue of contention, as residents were concerned about giving up their extra lane of traffic. He stated that at no point did the City Council say that putting a bike lane on Frederick Street was going to be an effort to reduce the speed of traffic; however, a consequence of the bike lane is an anticipated reduction in speed.

Councilman Kauffman recommended a preliminary one-week trial of a bike lane on Frederick Street to see what the impact of a single lane of traffic is to the community.

Brett Showalter provided an overview of the skate park concept, stating that in September

of 2011, citizens had expressed the need for a BMX bike park. Proposed sites are the Mason recreation center, the old Potomac video site, or Constitution Park. In 2003 Mr. Showalter and staff took a tour of 3 regional parks and found a lot of gray area regarding standardized skate parks. He stated there is no way to prevent lawsuits from being filed, but risks were evaluated and skate parks were found to be relatively safe compared to other outdoor sports such as football, soccer, and ice hockey. He suggested the safest way to cover the City's liability is to mandate the use of helmets, have liability waivers signed, monitor the park, and have violators fined. Mr. Showalter said both pay and free situations have been looked at. The cost of the park would come from securing grants, corporate sponsors, fundraising, and/or in-kind contributions from the City.

Mayor Grim stated that this is the first time plans have been presented to Mayor and Council, and advised that public comment would be at the end of the meeting.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department Monthly Report for January, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Caporale and passed on a vote of 5-0.

(B) Public Works

1. Maintenance Division Monthly Report for January, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Caporale and passed on a vote of 5-0.

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

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Caporale and passed on a vote of 5-0.

IV. PUBLIC HEARINGS

- (A) Public Hearing to: 1) allow for 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

Mayor Grim convened the public hearing at 6:45 p.m.

Lee Borrer provided an overview of the hearing, stating that it is a federally funded program, and hearings are convened twice a year. Ms. Borrer went over accomplishments of 2013/2014, the five-year plan, and how to apply for funding, as well as the 2013/2014 expenditures, remaining funds, and distribution. She also stated that 260 people were receiving homebuyer education.

Mayor Grim opened the floor for funding requests.

Susan Malone, HRDC Representative, requested funds for emergency services, the women and children's shelter, and the weatherization program.

Steve Kesner, Executive Director of the Cumberland Housing Authority, requested funding for safety and security implementations for their HUD housing.

Kathy Robinson of North End Neighborhood Watch requested funding for sidewalks, blighted property removal, and dumpsters.

Don Enterline, Executive Director, YMCA, requested funding for renovations to the YMCA's ground floor, an office for the veteran's administrator, common space for women, sprinkler improvements, funding to assist the Reach and Rise Program, and a support group and children activities at Jane Frazier village in conjunction with the Cumberland Housing Authority.

Sherry Campbell of Covenant Ministries requested funding for psychiatric care for city residents and for children, purchasing a vacant office that WMHS owns, and for renovations.

Kathleen Briner of Friends Aware, Inc. requested funding for affordable accessible housing, transportation and renovations to their windows, building facade, siding and insulation of their existing building.

Lt. Jim Dillingham of the Salvation Army requested funding for a new roof for their facility, emergency services, rental and utility assistance and their food pantry. Also asking for funds to replace their emergency disaster canteen vehicle

Mark Baker of the Embassy Theater requested funding for indigenous local history productions to provide residents with information about Cumberland's rich heritage, and to continue to provide very low ticket prices.

Sarah Keyser, the Family Crisis Resource Center, requested funding to assist with public service, support, administration, and local match requirements, with a goal of working with homeless individuals and domestic assaults.

The hearing adjourned at 7:20 p.m.

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.

Item Action: Approved

Mr. Rhodes gave the floor to Dave Umling, City Planner, to provide an overview of all three Ordinances prior to vote, due to the Ordinances being zoning and Comprehensive Plan-related. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers and passed on a vote of 5-0.

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

Item Action: Approved

Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and passed on a vote of 5-0.

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

Item Action: Approved

Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and passed on a vote of 5-0.

(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

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,777

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.

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,778

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

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,779

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.

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,780

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

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,781

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

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,782

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

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

ORDER NO. 25,783

(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.

The letter was acknowledged and it was the consensus of the Mayor and Council to provide approval for the event.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Dr. Jack Murray, President of WMD Wheelmen, spoke in support of the bike lane. He stated that Frederick Street is part of the Maryland Bike System for the state and a bike lane, in his opinion, would make cycling and the neighborhood safer.

Cory Zincam, representing BMX and the skateboard community, spoke in support of the skate park. He stated that the area has a shortage of safe and legal spaces to perform these sports which continue to grow in popularity. He stated a skate plaza will create economic impact if Constitution Park is chosen as the location, being right off the Interstate. He added that children need a safe place with no harassment and the positives outweigh the negatives. He said he represents approximately 70 – 200 people in the county that are in favor.

Tyler Smeerman spoke in support of the skate park. He stated that there is no legal place to skateboard, and police tell skateboarders to leave all the time. He added that shop owners can give permission one day, then turn on you another day.

Cory McKenzie spoke in support of the skate park. He stated that all kids do not want to play football, baseball, etc., and need an alternative outlet for their energy. He stated skateboarders end up in less trouble but skateboarding in places that are not legal is not pleasant.

Michael Moyer spoke in support of the skate park. He said he travels sometimes 2 hours to get to parks and feels that many people in the community would be excited for this. He added that it would invite pros to come here from the west coast.

Leo McConville, a resident of Frederick Street, spoke in opposition to the bike lane. He said he only sees bikers on Saturday or Sunday but the rest of the week, residents will continue to be impacted by the bike lane. He said he thought it would make morning and evening rush hour congested and it poses a lot of problems for those time periods. He stated that making a left or right hand is hazardous on Frederick Street, but the residents understand the dynamics of living there. He wanted to know who would be doing the evaluation of testing, what time period that testing would be done, and suggested that key periods of activity be monitored. He asked if other locations have been studied and added that a bike lane would cause Frederick Street to lose the “country feeling.”

David Carallo spoke in opposition to the bike lane, but proposed a compromise - make the bike lane operational from Saturday morning to Sunday evening, and during 3-day holidays, so that traffic would not be impeded.

Peggy Young spoke in opposition to the bike lane. She said that Frederick Street is already designated as a “share the road” street with signage, which is just fine. She stated that the area in question is only 3 miles and the neighborhood should not be disrupted for that short distance. She added that a bike lane would not be utilized much, and doubted that tourists will be enthused about it since they are here to use the trails.

Lena Bridges spoke in support of a BMX/skate park. She represents her son, who she lost due to a biking accident in an unsafe place. She stated that there are no safe places for kids to ride, and they need a place that is free of charge. Councilwoman Alt-Myers asked Ms. Bridges if the City provided a bike lane to get to the BMX/skate park, would that be a good option for kids. Ms. Bridges answered yes, as her son had to get to places, either by riding there or taking the bike in a car.

Mr. Swarner spoke in opposition to the bike lane, saying that he only sees bikers at certain times, and mentioned a petition against it with 200 signatures. Mayor Grim stated that he lives on Bedford Street and sees bikers all hours of the day. He added that he and Council have not seen the petition.

Doug Bittinger spoke in opposition to the bike lane. He said he has been an avid biker for 40+ years, and does not see any safety the bike lane will provide for bikers. He wanted to promote Davidson Street as a bike street as an alternative.

Mary Beth Perlozzi, an advocate in the biking community, spoke about the bike lane. She stated that the trail is wonderful, but it is good to have other accesses. She stated that Frederick Street is a raceway of traffic, and spoke of concern for bikers. She did not think a bike lane would be safe, and mentioned the knoll by St. Luke's, which would catch unsuspecting cyclists unawares. She stated the bike lane would be used by motorists "No Passing" signs would be necessary. She thinks that more information needs to be provided to residents.

Ronny Middleton spoke in opposition to the bike lane. He stated that speeding should be the No. 1 priority before entertaining the thought of a bike lane. He added that in his opinion the conditions are not conducive to a bike lane at this time.

J.P. Robey spoke in support of the bike lane. He stated that Frederick Street is unsafe as it is now, and a bike lane will make it better and safer.

Larry Brock of Adventure Cycling Club spoke in support of the bike lane. He stated that Cumberland does not have a rush hour, only a rush "moment." He added that a bike lane would have minimal or no impact on parking and driving, and would have a side benefit of slowing down traffic. He commended the City and Staff for looking at this project open-mindedly and in-depth. He stated that this would be a positive move in the community.

Tammy Fraley spoke about crime in the City. She said she is the wife of a local law enforcement officer, is afraid to be out, and is not comfortable when she is. She spoke in support for police and first responders and stated that there needs to be more promotion of Neighborhood Watch programs and more drug awareness presentations. She added that there needs to be more parental involvement in schools, more funding for Safe Streets Initiative, more manpower, and that offenders need to be kept in jail and not let back out in the community. Councilwoman Alt-Myers suggested to Ms. Fraley that she come to an NAC meeting, and provided her with dates and times

Samuel Schram spoke in opposition to the bike lane. He stated that the bike trail/canal was for riders, and that was enough. He spoke in favor of the skate park, stating that it would bring people to Cumberland. He said he currently drives to Frederick and Berkeley Springs, both of which have free skate parks.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 8:22 p.m.

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Sherri Nicole, Assistant to the City Clerk _____



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY CLERK
Marjorie A. Woodring

MINUTES

MAYOR AND CITY COUNCIL OF CUMBERLAND
City Hall Council Chambers
Room 212
6:15 p.m.

DATE: 3/3/15

***Pledge of Allegiance**

I. ROLL CALL

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman.

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of the 2014 Officer of the Year Award to PFC Brett Leedy

Police Chief Charles Hinnant introduced Officer Brett Leedy as the 2014 Officer of the Year. Chief Hinnant reviewed the program requirements and noted Officer Leedy's accomplishments and service that lead to his selection for the award. Mayor Grim presented the award to Officer Leedy and expressed gratitude on behalf of the entire Mayor and Council for his service to the community.

(B) Oath of Office to be taken by Patrol Officer Nicole Zanoni and Patrolmen Justin Gordon, Vincent Monteleone, and Alan Zapf

Police Chief Charles Hinnant introduced each officer and provided some personal and service background on each. Mayor Grim administered the Oath of Office to the officers and welcomed them into the City of Cumberland organization.

III. CITY ADMINISTRATOR'S REPORT

(A) Presentation of a draft Driver's Policy for City employees

Mr. Rhodes advised that a Drivers Policy was being presented in draft form this evening for the Mayor and Council's review. The policy had been provided to the bargaining units for their review as well. He stated that City recently had 3 employee driving situations which

had prompted staff's investigation into the establishment of a driver's policy. The proposed document corrects problem issues without going overboard.

Rhodes stated that the policy would protect the City and tax payers in the instance in which an employee was unable to fully perform his/her job because he/she was deemed uninsurable and therefore unable to drive a city vehicle. He stated the decision as to whether employees were or were not insurable would be made by the insurance company, not the City. Mr. Rhodes reviewed highlights of the proposed policy and stated that comments would be received for two weeks.

Mr. Cohen advised that the policy would put employees on notice that how they drive outside the hours of their work day will have an impact on their employment with the City and that they should use care and caution in their driving habits because their job could be affected.

Councilman Kauffman stated he had received an email from the IAFF president on this issue but had not had the chance to review it yet. He requested that additional time be allowed for conversation on this issue and suggested that formal consideration of the policy be postponed for a month. Mr. Rhodes stated that the additional time would not be an issue.

IV. DIRECTOR'S REPORT

(A) Fire

1. Fire Department Monthly Report for January, 2015

Item Action: Approved

Motion to accept the report was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

(B) Administrative Services

1. Administrative Services Monthly Report for December, 2014

Item Action: Approved

Motion to accept the report was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

(C) Public Works

1. Engineering Division Monthly Report for January, 2015

Item Action: Approved

Motion to accept the report was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Work Session Minutes of January 5, 2015 and Public Meeting Minutes of January 20, 2015

Item Action: Approved

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

(B) Administrative / Executive

Item Action: Approved

1. Approval of the Administrative Session Minutes of December 29, 2014

Item Action: Approved

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

ADMINISTRATIVE SESSION - December 29, 2014

PRESENT: Brian K. Grim, Mayor; Council Members Nicole Alt-Myers; David Caporale, David Kauffman

ABSENT: Councilman Nicholas Scarpelli

ALSO PRESENT: Jeff Rhodes, City Administrator; Seth Bernard, Councilman-elect; Marjorie Woodring, City Clerk

NOTICE of intent to hold an Administrative Session on Tuesday, December 29, 2014, at 5:00 p.m. was provided to the media via email notification and posted to the City's website on December 24, 2014.

MOTION to enter into closed Administrative Session to discuss union negotiations was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 4-0.

AUTHORITY TO CLOSE the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (9)

TOPIC: Union negotiations

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the execution of Change Order No. 1 with The EADS Group for the project "Inspection and EAP Updates - Lake Gordon and Lake Koon Dams" (9-13-WFP), in the increased amount of \$120.55, with no extra work days added to the contract

Item Action: Approved

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 4-0.

ORDER NO. 25,784

2. Order authorizing the Sole Source purchase of a used Caterpillar CAT 420E IT Backhoe Loader S/N PHC-01011 in the amount of \$67,000 from Cleveland Brothers Equipment Company, Inc.

Item Action: Approved

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 4-0.

ORDER NO. 25,785

3. Order authorizing that Section 11-113 of the City Code pertaining to "Open Containers of Alcohol" be lifted within certain confines of the downtown mall from 12:00 p.m. on March 14, 2015, through 2:00 a.m. on March 15, 2015, with the stipulation that open glass containers of alcohol shall not be permitted in this area

Item Action: Approved

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 4-0.

ORDER NO. 25,786

4. Order rescinding Order No. 25,495 and approving a revolving yearly water/sewer credit of 222,000 cu. ft. for the Riverside YMCA in exchange for parks and recreations services, YMCA memberships for Police and Fire Department employees, Senior Memberships for JFK Apartments and Queen City Tower senior residents, and lifeguard training and re-certifications

Item Action: Approved

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 4-0.

ORDER NO. 25,787

5. Order appointing Paige McFarland as a Primary District representative to the Downtown Development Commission, representing CBIZ Insurance Services, Inc., for a 3-year term effective March 3, 2015 through March 3, 2018

Item Action: Approved

Mr. Rhodes reviewed each Consent Agenda item prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and passed on a vote of 4-0.

ORDER NO. 25,788

(B) Letters, Petitions

Item Action: Approved

PROPOSED BIKE LANE: Mayor Grim advised that he has received a document with 54 signatures in opposition to the bike lane, 106 signatures supporting the bike lane, and 342 on-line signatures in support of the bike lane. In addition, he had received a letter from the Chamber of Commerce in support of the lane.

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Ken McKenzie, President of the IAFF #1715, expressed several concerns regarding the proposed Drivers Policy. Regarding the policy's language on control of the vehicle and its contents, he stated the department vehicles were often out of the employees' sight during an emergency with no way to lock the vehicles when on call. He questioned the definition of an at-fault accident, noting concern over the size of department vehicles versus the size of the streets. He further stated that he was in disagreement over the need for such a policy.

Cory McKenzie stated he was speaking for a larger group of riders and skaters in thanking the Mayor and Council for their consideration and support of a skate park, which was needed in the area.

Laura Tingler, 11711 Ioka Drive, Cumberland, spoke on behalf of the Bradley Bridges Awareness (BBA) campaign and her parents, stating that she was in favor of a bike lane and skate park and the BBA group would be involved with helmets for the park. She stated that if the city had had a skate park in the past, she might still have her brother.

Corey Zinkin spoke on behalf of the skateboarders and bikers who were unable to attend the last meeting, stating he was very grateful for the Mayor and Council's time and consideration and felt they understood the positive aspects of both proposals.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:55 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
April 7, 2015

Description

Approval of the Regular Session Minutes of February 17 and March 3, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Administrative Session Minutes

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

Second Floor Conference Room

Tuesday, February 17, 2015

5:30 p.m.

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Michael S. Cohen, City Solicitor (joined meeting at 6:00 p.m.); Sherri Nicol, Assistant to the City Clerk

NOTICE: Notice of intent to hold an Administrative Session on Tuesday, February 17, 2015 at 5:45 p.m. was provided to the media via email notification and posted to the City's website on February 13, 2015.

MOTION: Motion to enter into closed Administrative Session to discuss union negotiations was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and approved on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matter that relate to the negotiations

TOPICS: Union negotiations.

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:

Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
April 7, 2015

Description

Approval of the February 17, 2015 Administrative Session Minutes.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
April 7, 2015

Description

Public Hearing - to receive comment on the draft 2015-2019 CDBG/Consolidated Plan

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



Regular Council Agenda
April 7, 2015

Description

Ordinance (*2nd and 3rd readings*) - authorizing the adoption of a Zoning District Map, dated April 7, 2015, to replace the existing official version and 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, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS CHAPTER 23 OF THE CODE OF THE CITY OF CUMBERLAND TITLED 'SUBDIVISIONS', 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 in 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.



Regular Council Agenda
April 7, 2015

Description

Ordinance (*2nd and 3rd readings*) - 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, 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
April 7, 2015

Description

Ordinance (*2nd and 3rd readings*) - 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

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: April 7, 2015

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

THAT, the following Residential Exemption from the Special Taxing District Levy for 2014-2015 tax year be and is hereby granted:

Property Owner	Property Location	Total Tax Due	Exemption Amt.
David F. Romero	55 Baltimore Street Tax No. 04-010671	\$ 1,649.81	\$ 1,237.36

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

Brian K. Grim, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2014-2015

I DANIEL ROMERO request an exemption from the Special Taxing District Levy for property owned by me at:

55 BALTIMORE ST.

CUMBERLAND MD 21502

My request is based upon the fact that this property is used for:

Industrial 25%

Residential 75%

If only part of the property is used for an exempt purpose, designate the percentage so used:

Industrial % 25% 90450 = 412.45 - Billable

Residential % 75% 271350 = 1237.36 - Abate

04 010671
03-05-15P03:24 RCVD

Signed 

Date 02 MARCH 2015



Regular Council Agenda
April 7, 2015

Description

Order authorizing a Special Taxing District Residential Exemption for the 2014-2015 tax year in the amount of \$1,237.36 for property at 55 Baltimore Street.

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: April 7, 2015

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

THAT Order No. 25,349 be and is hereby rescinded; and

BE IT FURTHER ORDERED, that the following fee schedule be and is hereby adopted and effective April 7, 2015.

PERMIT APPLICATION	FEE
Utility Reconnection	\$ 50.00
Zoning Classification Determination	\$ 50.00
Zoning Text Amendment	\$ 200.00
Zoning Map Amendment	\$ 500.00
Board of Zoning Appeals Applications	\$ 300.00
Adaptive Reuse Rezoning	\$ 500.00
Major Site Plan Review	\$ 300.00
Minor Site Plan Review	\$ 100.00
Planned Development Floating Zone	\$ 500.00
Subdivision Review	\$ 100.00 base fee + \$50/lot

Brian K. Grim, Mayor



Regular Council Agenda
April 7, 2015

Description

Order adopting an updated fee schedule for permit applications.

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: April 7, 2015

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

THAT, the Mayor be and is hereby authorized to execute Lease Agreements by and between the Mayor and City Council of Cumberland and Shafco T/A City Lights American Grill and Bar, Ristorante Ottaviani, Baltimore Street Grill, and Embassy Theatre Co. LLC to allow for the use of areas of public right-of-way in front of each establishment for outside café dining or entertainment purposes; and

BE IT FURTHER ORDERED, that the term of this agreement shall commence on April 7, 2015, and shall terminate on March 31, 2016.

Brian K. Grim, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2015, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 59 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 47 feet and width of 44 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on April 7, 2015 and shall terminate on March 31, 2016 unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and

upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Shafco T/A
City Lights American Grill & Bar
59 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

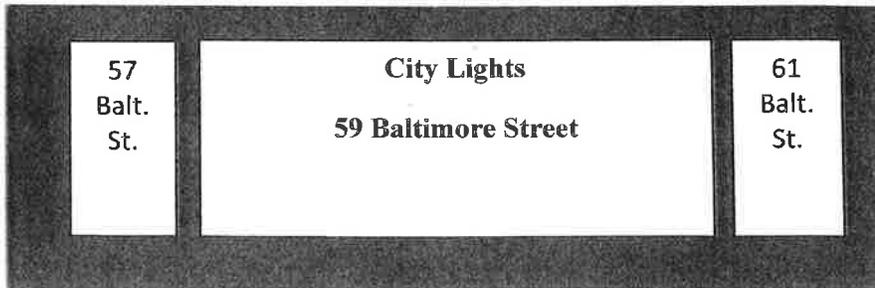
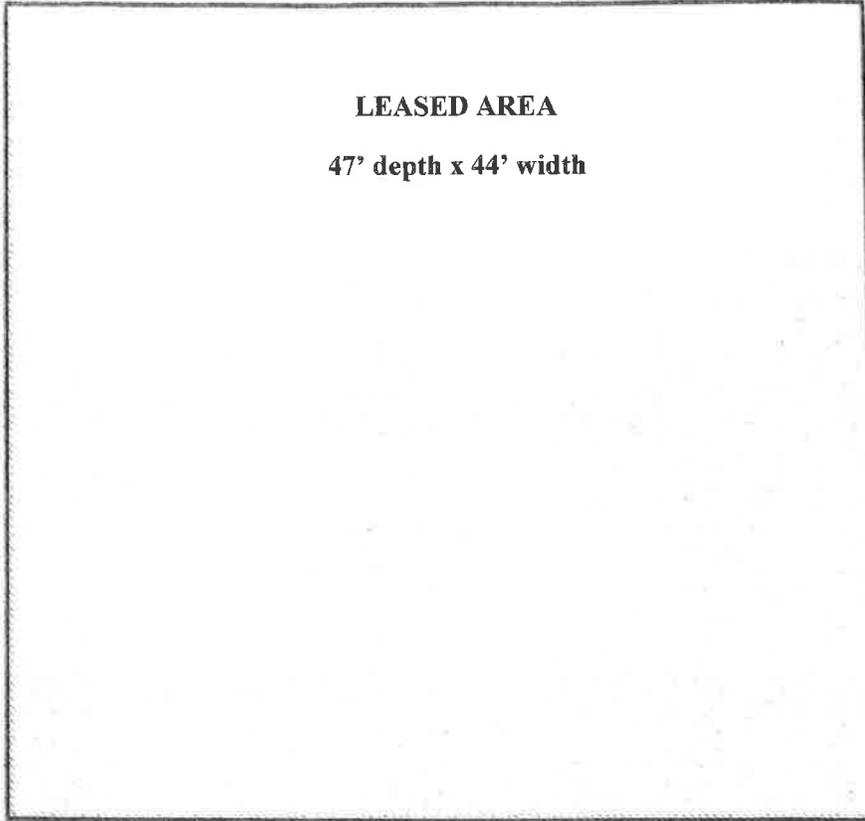
LESSEE

EXHIBIT I

Planter



Planter



THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2015, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **RISTORANTE OTTAVIANI** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way as shown on the attached map (Exhibit I), and hereinafter referred to as the “Demised Premises,” the corners of which shall be marked by the Lessee subject to the approval of the City. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modification as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on April 7, 2015 and shall terminate on March 31, 2016 unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent**. Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance

policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

- a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;
- b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or
- c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.
- c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Toni Ottaviani
Ristoranti Ottaviani
25 N. Centre Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. Severability. Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that

its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. Entire Agreement. This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. Binding Effect. This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

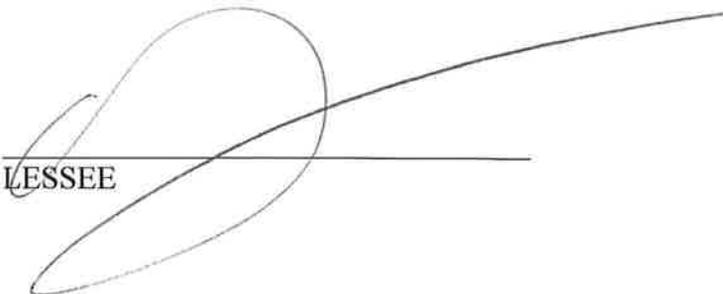
By: _____
Brian K. Grim, Mayor

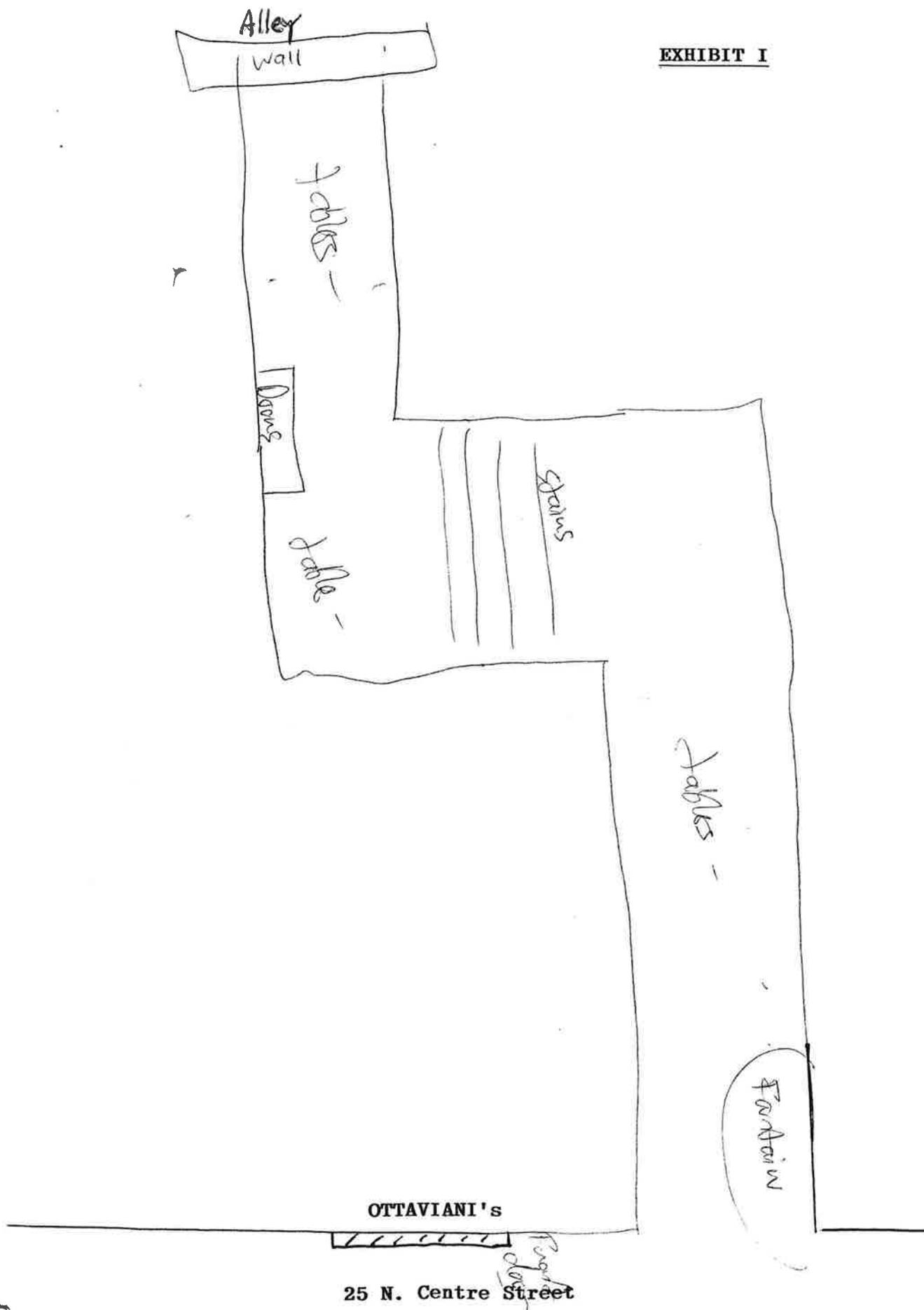
ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

LESSEE





THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2015, between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **EMBASSY THEATRE CO., LLC** (“Lessee”).

WHEREAS, Lessee operates a theater at 49 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the theater;

WHEREAS, Lessee wishes to expand its operation to include an outside entertainment area on a portion of the public right-of-way adjacent to its theatre; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for outside entertainment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s theater, the area of which encompasses that portion of the right-of-way directly to a depth of 43 feet and width of 32 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the terms of this Lease.

2. **Term**. The term of this lease shall commence on April 7, 2015, and shall terminate on March 31, 2016, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide an outdoor entertainment area to Lessee’s theater customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's theater. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. Insurance. So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the "Mayor and City Council of Cumberland" as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its theater located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of

the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Embassy Theatre, Co. LLC
49 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Brian K. Grim, Mayor

ATTEST:

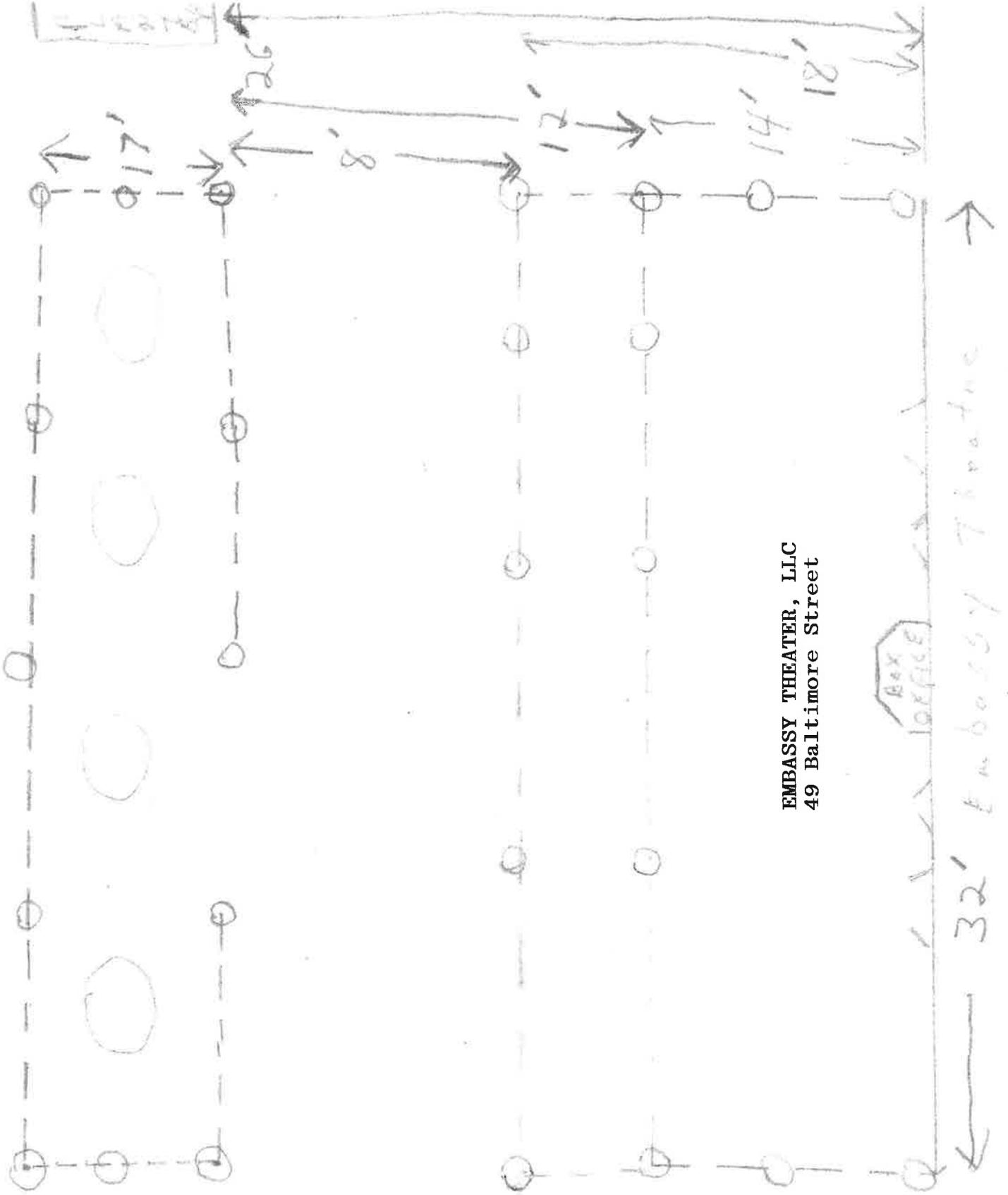
Marjorie A. Woodring
City Clerk

WITNESS

LESSEE



EXHIBIT I



EMBASSY THEATER, LLC
49 Baltimore Street

← 32' Embassy Theatre →

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2015, between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **BALTIMORE STREET GRILL** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 82 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 20 feet and length of 29 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on April 7, 2015 and shall terminate on March 31, 2016, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. **Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

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the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

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19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Baltimore Street Grill
82 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

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24. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.**

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

WITNESS

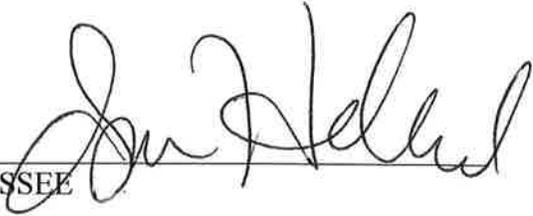
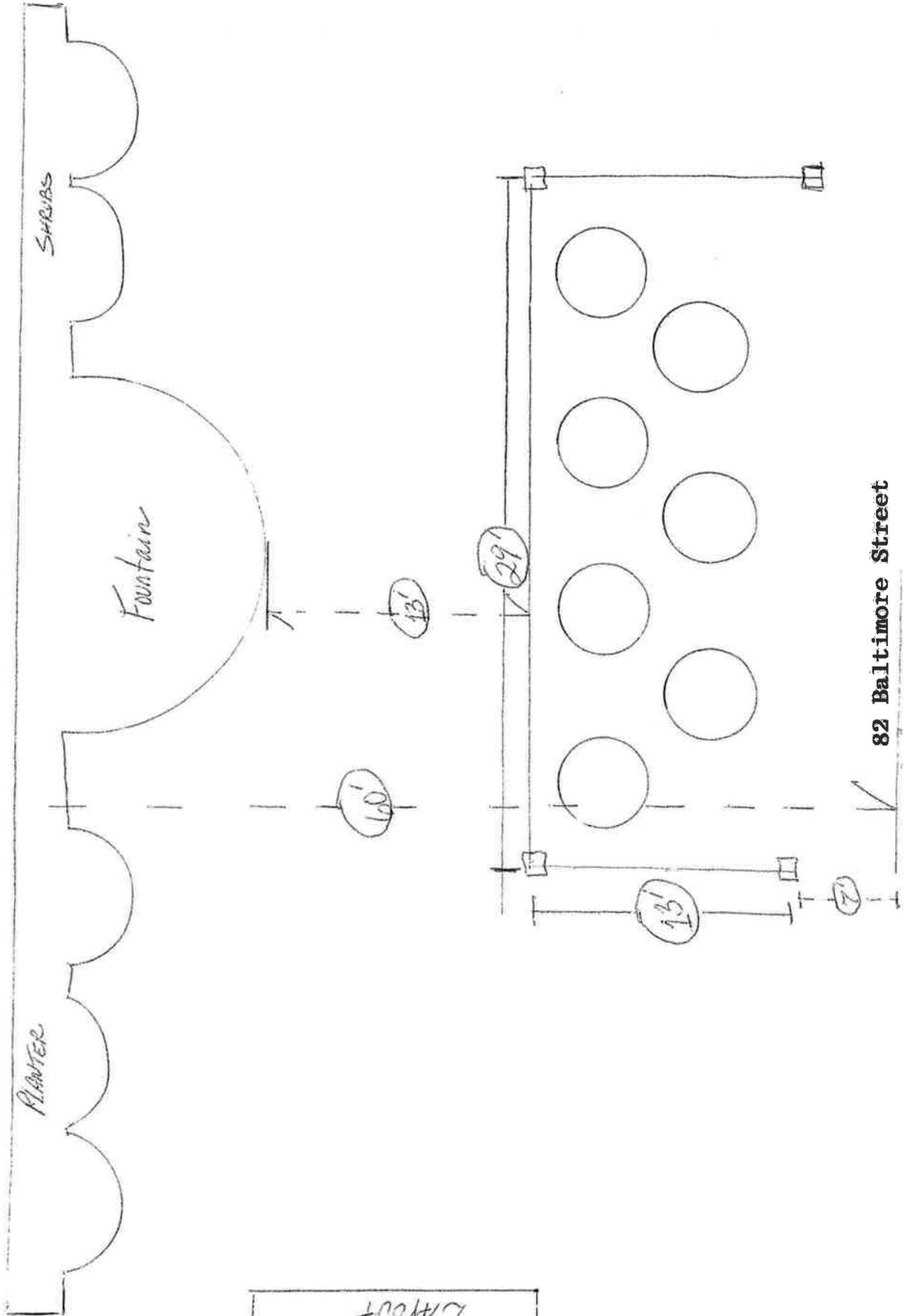
LESSEE 

EXHIBIT I

STRUCTURE



BSG SEATING
LAYOUT

82 Baltimore Street



Regular Council Agenda
April 7, 2015

Description

Order authorizing the execution of Lease Agreements with Shafco t/a City Lights American Grill and Bar, Ristorante Ottaviani, Baltimore Street Grill, and Embassy Theatre Co. LLC to allow for the use of areas of public right-of-way for outside dining or entertainment purposes for the term April 7, 2015 - March 31, 2016.

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: April 7, 2015

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

THAT, the revised Affirmative Action Plan for Employment attached hereto be and is hereby adopted, effective this date.

Brian K. Grim, Mayor

(Attachment – Affirmative Action Plan for Employment, April 2015)



CITY OF CUMBERLAND

**AFFIRMATIVE ACTION PLAN
FOR EMPLOYMENT**

I. PURPOSE

The purpose of this Affirmative Action Plan for Employment ("Plan") is to provide standard, City-wide recruiting and hiring policies and procedures for employees of the City of Cumberland. These procedures are intended to effect compliance with applicable law, including, but not limited to, Title VI and VII of the Civil Rights Laws of 1964, the Equal Pay Act of 1963, the Age Discrimination of Employment Act of 1967, Executive Order 11246 (as amended by Executive Order 11375) and Md. State Gov't. Code Ann. §§ 20-601, *et seq.* This Plan will ensure that positive steps are being taken to guarantee that employment and compensation for employees of the City are based upon each individual's merit without regard to race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity or disability.

II. DEFINITIONS

- A. Non-discrimination (Equal Employment) – The elimination of discriminatory conditions or attitudes, whether purposeful or inadvertent, in employment policies that operate to the detriment of any person on ground of race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity or disability , subject, however, to the exceptions provided for under Md. State Gov't. Code Ann. § 20-605 and such other exceptions as may be provided for under applicable law.
- B. Affirmative Action – A set of specific and result-oriented procedures designed to achieve equal opportunity in employment practices. Equal employment is a condition and affirmative action is the means by which the condition is achieved.
- C. Goals – Goals are projected levels of achievement resulting from any employment deficiencies and what can reasonably be done to remedy them, given the availability of qualified persons in protected classes and the expected turnover in the City work force. The establishment of goals must be coupled with the adoption of techniques and procedures to locate such persons, and to eliminate obstacles within the structure and operation of the City which may prevent members of certain groups from securing employment or advancement.
- D. Applicant Pool – A file of all applicants not hired who are potential candidates for future openings.
- E. Recruitment – The process by which the Mayor and City Council of Cumberland, Maryland, develops an applicant pool from which employment decisions are made. Recruitment is an active process by which the City seeks to communicate its employment needs to candidates through media advertisement, word-of-mouth notification, institutional training programs, and private function of including in the applicant pool those persons who, on their own initiative or by unsolicited recommendations, apply for employment.

- F. Screening and Employment - The process of candidate selection from the non-discriminatory applicant pool and from any outside applicants. The selection process follows specified procedures designed to ensure non-discrimination in hiring.
- G. Eligible List – A list of eligible candidates who appear to satisfy the criteria of any applicable job description and who have passed any applicable pre-employment testing.
- H. Candidate Interview Evaluation Report – Information related to pre-employment interview of candidates on the eligible list applying for a position. Each such candidate is rated in relation to established criteria by the responsible Personnel Committee. Copies of the completed reports are filed in the personnel file for each applicant.

III. STATEMENT OF POLICY

It shall be the policy of the Mayor and City Council of Cumberland, Maryland, to maintain and promote equal employment opportunities for all persons regardless of race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity or disability. Employment qualifications for both entry and experienced level positions shall be based upon job requirements established by the appropriate Department Head. These requirements shall be fairly applied to all applicants.

Any person wishing to be considered for employment shall have the opportunity to file an application, and the applicant shall be informed of existing and anticipated employment opportunities when such application is made. Furthermore, an individual's application shall be kept in an active file (applicant pool) for one (1) year, if desired by the applicant, to ensure equal treatment of all applicants in the event of a position opening.

While the City's Affirmative Action Program shall actively seek a more equitable balance among employees with regard to race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity and disability, it shall not come into conflict with the complete concept of equal opportunity for all individuals. Necessary steps taken to increase opportunities for some shall not result in overt or covert discrimination against others. Therefore, this policy shall not be implemented in such a way that standards of employee performance are reduced which could result in detrimental effects upon the government and municipal services of the City. In addition, any type of quota system upon which minority, female or protected group employment is based is contrary to both the philosophical base and legal implications of affirmative action.

Applicable law (Md. State Gov't. Code Ann. § 20-603) provides that the State's employment discrimination laws (Subtitle 6 of Title 20 of the State Government Article of the Annotated Code of Maryland) shall not be construed to require an employer to implement a quota system or to reasonably accommodate an employee's religion or disability if the accommodation would cause undue hardship on the conduct of the employer's business. The City's Affirmative Action Program shall be construed in a manner consistent with applicable law.

IV. RECRUITING, SCREENING, AND HIRING

- A. Recruiting – Whenever a position is available, the City shall actively recruit applicants for such position in accordance with Section II-E of this Plan.
- B. Screening – Following the establishment of an eligible list, each eligible candidate shall be interviewed by a committee composed of the Personnel Officer, the Director of the Department and/or Superintendent and at least one other management staff member selected by the other two members of the Committee.

The eligible candidate shall be notified of a convenient time and date for an interview and shall be provided with a copy of the previously established criteria for the position. The committee shall conduct each such interview in accordance with the criteria previously established for the available position and shall then prepare a candidate interview evaluation report. No candidate shall be excluded or eliminated from consideration for a position based on race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity or disability, except when such a bona fide occupational qualification reasonably necessary for the performance of the duties, responsibilities, and obligations of an employee of the Mayor and City Council or as otherwise may be permitted in accordance with applicable law, including, but not limited to, Md. State Gov't. Code Ann. § 20-605.

If there are sufficient qualified applications, the committee shall rank each candidate and reduce the number of eligible applicants; provided, however, that such ranking shall be without consideration of the applicant's race, color, religion, sex, age, ancestry or national origin, marital status, sexual orientation, gender identity or disability, except where such a bona fide occupational qualification, reasonably necessary for the performance of the duties, responsibilities, and obligations of an employee of the City or as otherwise may be permitted in accordance with applicable law, including, but not limited to, Md. State Gov't. Code Ann. § 20-605.

- C. Hiring – The information concerning final candidates interviewed for the position shall be referred to the City Administrator for selection.

V. AFFIRMATIVE ACTION COMMITTEE

- A. There is hereby established an Affirmation Action Committee (the "Committee") whose sole function shall be to conduct annual evaluations of the recruiting and hiring practices of the City to ensure that the goals of this Plan are being implemented.
- B. This Committee shall be appointed by the Mayor and City Council and shall be composed of one member of the Legal Department, one member of the Personnel Office, and a designated member of the Mayor and City Council

- C. Process of Review. This Committee shall convene in January of each successive year to review all recruitment and hiring procedures utilized by the City for the preceding year. To this end, the Committee shall have access to any and all recruiting, hiring and personnel records which it deems necessary to conduct said review. The Committee, following its review and evaluation, shall prepare a written report of its findings, which said report shall be forwarded to the Mayor and City council for its consideration. Meetings of the Affirmative Action Committee may be closed to the public in accordance with Md. State Gov't. Code Ann. § 12-508(a)(1)(i); provided, however, that the final report of the said Committee may be available following its review by the Mayor and City Council provided individual personnel records the disclosure of which is prohibited under the Maryland Public Information Act (see Md. State Gov't. Code Ann. § 10-616(i) are not disclosed.
- D. The Personnel Officer is hereby designated the Equal Employment Opportunity Officer for the City of Cumberland.



Regular Council Agenda
April 7, 2015

Description

Order adopting a revised "Affirmative Action Plan for Employment" effective April 7, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

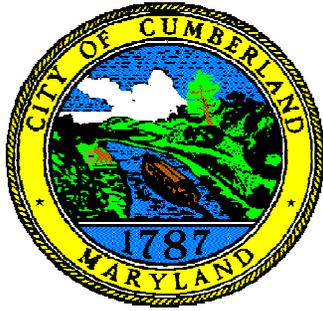
Value of Award (if applicable)

Source of Funding (if applicable)

Eirich, Margie

E i r i c h , M a r g i e

E i r i c h , M a r g i e M i c r o s o f t
W o r d



CITY OF CUMBERLAND DRIVERS POLICY

Adopted: _____

The following provisions shall apply to all employees whose job descriptions require the maintenance of a valid driver's license as a condition of employment:

1. Employees who are required to maintain valid driver's licenses as a condition of employment will be expected to drive City-owned vehicles during the course of their employment. These vehicles are covered by insurance procured by the City. Therefore, employees must be and remain insurable by the City's current insurance provider. The insurer's refusal to insure an employee will render him/her incapable of satisfying the requirements of his/her job and could result in the imposition of disciplinary measures, including, but not limited to, demotion, suspension or discharge. Notwithstanding the foregoing, it is understood that the Law-Enforcement Officers' Bill of Rights (Md. Public Safety Code Ann., §§ 3-101, et seq.) governs all disciplinary proceedings involving sworn members of the police department.

As of the date of the adoption of this Drivers Policy, the City's vehicle fleet insurer may consider two "incidents" (an incident being a 1-3 point driving infraction or an at-fault accident) within a 3 year period to be cause to refuse to insure that employee and it will consider 3 incidents within that same time frame to be cause for refusal. A major infraction like a DUI will result in refusal. The City has no control over the criteria the insurer utilizes in making determinations regarding which employees are deemed to be ineligible for coverage due to driving infractions and accidents. Different insurers have different requirements relative to insurability. As the City changes insurers from time to time, it is imperative that employees whose job descriptions require the maintenance of a valid driver's license be mindful of the fact that safe and legal on-duty and off-duty driving habits are of the utmost importance as at-fault accidents and infractions can have adverse consequences for their employment.

2. Employees who are notified of the loss, suspension or revocation of their license to drive in any state or the District of Columbia shall notify the City's Human Resources/Personnel Officer and their Department Supervisor no later than the next business day. They shall also provide City management/supervisory personnel with such information as is requested pertaining to the loss, suspension or revocation.

3. Employees who are charged with alcohol or drug-related driving offenses or other driving offenses punishable by incarceration shall notify the City's Human Resources/Personnel Officer and their Department Supervisor no later than the next business day and shall promptly inform them of the trial dates and case outcomes.
4. While not required, the City recommends that employees notify the City's Human Resources/Personnel Officer and their Department Supervisors of their involvement in motor vehicle accidents as an at-fault party or any changes in their driving records which are not subject to the mandatory reporting requirements set forth above. The voluntary production of such information can enable the City to address insurability issues with the insurer on a proactive rather than a reactive basis.
5. The City will not, under any circumstances, permit ignition interlock devices to be installed in its vehicles.
6. Applicants for positions requiring the maintenance of a valid driver's license must have satisfactory driving records which are acceptable to the City's insurer in order to be eligible for hiring.

The following provisions shall apply to all employees of the City of Cumberland without regard to the content of their job descriptions:

1. Employees who are involved in accidents while driving during the course of their employment will report the accident to their immediate supervisors as soon as possible.
2. All operators of City-owned vehicles, on or off-duty, shall take reasonable precautions to maintain the security of those vehicles and their contents while those vehicles are in their custody.
3. Employees are responsible for paying any fines imposed for infractions incurred as a result of their driving.

To the extent any City department has policies which address any component of this Driver's Policy, to the extent possible, both policies shall apply. If they cover the same subject matter, the policy which imposes a higher or more stringent standard shall apply. If they are in direct contravention of one another, the departmental policy shall apply.



Regular Council Agenda
April 7, 2015

Description

Order adopting a "Drivers Policy" effective April 7, 2015.

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: March 17, 2015

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

THAT, Order No. 25,163, approved September 28, 2010, authorizing a Memorandum of Understanding with the Downtown Development Commission regarding the use of code enforcement officers, be and is hereby rescinded.

Brian K. Grim, Mayor

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

ORDER NO. 25,163

DATE: September 28, 2010

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

THAT the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Downtown Development Commission (DDC) regarding the use of code enforcement officers to monitor events in the Special Taxing District of the downtown mall; and

BE IT FURTHER ORDERED that the City shall contribute Fifty Percent (50%) towards the personnel and operating costs of the program and that total hours of operation shall not exceed sixty (60) hours per week.



Mayor Lee N. Fiedler

5/1



Regular Council Agenda
April 7, 2015

Description

Order rescinding Order No. 25,163, passed September 28, 2010, approving a Memorandum of Understanding with the Downtown Development Commission regarding the employment and use of Code Enforcement Officers in the Special Taxing District.

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: March 17, 2015

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

THAT, Constitution Park be and is hereby approved as the site location for the construction of a new Skate Plaza.

Brian K. Grim, Mayor



Regular Council Agenda
April 7, 2015

Description

Order approving Constitution Park as the site location for a new Skate Plaza.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland Affirmative Action Committee Annual Report - 2014

Committee Members:

Michael Scott Cohen, City Solicitor
Nicole Alt-Myers, Councilwoman
April Howser, Human Resources Officer

To: Mayor and City Council
From: April Howser, Human Resources Officer
Re: Affirmative Action Committee
Date: March 26, 2015

The Affirmative Action Committee met on this date to discuss the recruiting and hiring policies and procedures for employees of the City of Cumberland.

City Solicitor Michael Scott Cohen advised those present (Directors and Department Superintendents) that a revision of the current policy will be presented to the Mayor and City Council in the near future for review and adoption. Practices that were being followed by the different departments were discussed including job fairs, visiting churches and community colleges, etc. in order to reach out to prospective minority applicants. Mr. Cohen stressed the need to ensure that all hiring practices be non-discriminatory and that objective criteria be utilized in order to ensure that the best person for each job is hired, without regard to whether particular individuals are or are not members of protected classes. It was made clear that subjective criteria can be deemed to be subterfuge for discrimination and that particular candidates' objective suitability for positions can be determined, in part, based upon those individuals' qualifications as they pertain to established written job descriptions. The Committee also advised those present that the same core questions need to be posed to each job candidate during interviews to ensure that a fair and equal opportunity is provided to each person seeking employment with the City.

A Hiring Practice Checklist was given as a handout and reviewed for additions, changes and deletions. The procedures noted on this listing were to be followed for each position that was to be posted in the future. The Supervisor would review the process and initial for approval. If for some reason a procedure/procedures were excluded, an explanation would be provided. Additionally, the objective criteria for choosing one candidate above the others will need to be set forth on this form. This paper work will be kept in the department files as well as the files in the Human Resources Office. The Committee will review those checklists annually.

The Human Resources Officer works with all departments when job openings are advertised, participating in the process from start to finish. Each

department engages in the following outreach towards minorities: Newspaper, Radio Stations, Job Service, Community Colleges, Housing Authority and local churches. Additionally, the police department visits the colleges and attends job fairs. All jobs are advertised as "equal employment opportunity" positions.

Attached is the revised "Hiring Practice Checklist" as well as a listing of positions that were posted in 2014.

Position Postings in 2014

Pipe Technician – Sanitary Sewers/Flood (2 positions)

Public Works Technician – Street

Police Officer - Spring and Fall (2 positions)

Engineering Technician

Plant Technician – Wastewater Treatment Plant

Plant Technician – Water Filtration Plant

Journeyman Electrician – Central Services Division

Hiring Practice Checklist

(supervisors must initial on lines set forth in left column)

_____ Internal and external communication to ensure compliance information is posted and up-to-date (e.g. job descriptions, online and print advertisements and affirmative action posters, EEOC notation).

_____ Review the recruitment, advertising and job application procedures to ensure nondiscrimination and equal employment opportunity.

- In-house posting (Departments and City Hall bulletin board)
- Advertisement in local newspaper along with online website posting
- Notice mailed to local radio stations, employment office, local colleges, housing authority administrative offices and African American church groups.
- Job fairs at colleges and employment office.

_____ Department review and interview process

- Basic Questions used for each interview (must be uniform) – minimum of four interviewers.
- Review rates of pay, fringe benefits and promotion process
- Review job assignments and requirements for position
- Review training and other requirements as a condition of employment
- Summarization of applicant's qualifications and why the individual hired was selected over the other candidates.

If any of the above processes were excluded, please explain in detail (extra pages may be used, if needed):

State the reasons why the selected candidate was chosen to fill the position (see last bulleted item above and use extra pages, if needed):



Regular Council Agenda
April 7, 2015

Description

2014 Affirmative Action Annual Report submitted to the Mayor and City Council by April Howser, Human Resources Officer, on March 26, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)