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

MINUTES

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

DATE 6/16/2015

***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) Proclaiming Tuesday, August 4, 2015 as National Night Out in the City of Cumberland

Mayor Grim read the proclamation and Police Chief Hinnant, Fire Chief Dunn, and Terri Hast, Neighborhood Advisory Commission representative, accepted the proclamation presented by the Mayor and City Council.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of Certificates of Appreciation to Cub Scout Pack No. 2 for their cleanup efforts in the city

Mayor Grim thanked the Scouts for their efforts and presented Certificate of Recognition to those in attendance.

(B) Let's Beautify Cumberland! Blue Ribbon Awards presented to Matt Cline and Nancy D'Atri, Tammy Alter and Lee Ann Martin, Ronald and Mary Catherine Monahan, Country Accents on Greene; and a Junior Blue Ribbon Award presented to William McGraw

Councilwoman Alt-Myers and Let's Beautify Cumberland! Committee co-chairs Ed Mullaney and Ginny Decker thanked each award winner for their efforts to beautify their homes and neighborhoods and presented each with a Blue Ribbon Award from the LBC! Committee.

(C) Certificates of Recognition awarded to Dave Williams and Jeff Hedrick for their efforts in cleaning graffiti from areas of the city

Mayor Grim thanked Mr. Williams and Mr. Hedrick for taking it upon themselves to clean up areas of the city that had unsightly graffiti and presented each with a Certificate of Recognition from the Mayor and City Council.

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department Monthly Report for May, 2015

Item Action: Approved

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

(B) Public Works

1. Maintenance Division Monthly Report for May, 2015

Item Action: Approved

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

2. Utilities Division & Central Services Monthly Report for May, 2015

Item Action: Approved

Motion to approve 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 April 28, 2015

Item Action: Approved

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

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (2nd and 3rd readings) - providing for the annual appropriation for the General Fund for FY16

Mr. Rhodes reviewed the Ordinance and provided an overview of the amounts to be budgeted. Appropriations for the General Fund for FY16 would total $21,107,756.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the

second reading and move to the third after comments 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 third 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. 3780

2. Ordinance (2nd and 3rd readings) - providing for the annual appropriations for the Water Fund for FY16

Mr. Rhodes provided an overview of the Water Fund appropriation amounts.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 third 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. 3781

3. Ordinance (2nd and 3rd readings) - proving for the annual appropriation for the Sewer Fund for FY16

Mr. Rhodes provided an overview of the Sewer Fund appropriation amounts.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 third 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. 3782

4. Ordinance (2nd and 3rd readings) - providing for the annual appropriations for the Special Purpose Funds for FY16

Mr. Rhodes provided an overview of the Special Purpose Fund appropriation amounts.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 third 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. 3783

5. Ordinance (2nd and 3rd readings)- providing for the levy of a special ad valorem tax in the Shades Lane Development District for FY16 at the rate of $1.2560 per $100.00 of real property assessable base and $0.00 for $100.00 of personal property assessable base

Mr. Rhodes reviewed the Ordinance and provided and overview of the FY16 tax levy for the Shades Lane Development District.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 third 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. 3784

6. Ordinance (2nd and 3rd readings) - to provide for a 10% increase in sewer rates beginning July 1, 2015, for users of the City sewerage system

Mr. Rhodes stated that the Ordinance provided for a 10% rate increase beginning July 1, 2015 for all users of the sewerage system. He stated that because the Enhanced Nutrient Remover (ENR) system was now fully online, the sewerage system had experienced a significant increase in depreciation, which this rate increase was intended to address. With a 10% increase, the current average bill would increase from $50.28 to $55.31

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to suspend the second reading and move to the third after comments 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 third 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. 3785

VII. NEW BUSINESS

(A) Ordinances

1. Ordinance (1st reading) - authorizing the conveyance of City-owned surplus property at 216 Knox Street to Michael A. Pfaff for the amount of $1,800.00

Mr. Rhodes provided background on the Ordinance, stating that the property at 216 Knox Street had been a former blighted property.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

2. Ordinance (3 readings) - to enact Sections 16-26 to 16-53 of the City Code to set forth standards applicable to City of Cumberland Police Officers that were formerly covered under the terms of a collective bargaining agreement

Mr. Rhodes provided background on the Ordinance.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and move to the second was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by

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 third 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. 3786

(B) Orders (Consent Agenda)

1. Order accepting the bid of Hickes Associates, Inc. for City Project "Water Filtration Plant Sodium Hypochlorite Conversion Construction" (15-13-WFP) in the base bid amount of $367,403.00

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

ORDER NO. 25,828

2. Order authorizing Change Order No. 2 to the existing contract with Arnold's Lawn Care for the "2014 Grass Mowing Contract (02-14-M)" in the increased amount of $2,985.00, bringing the new contract amount to $56,985.00, and authorizing seven (7) additional calendar days to bring the contract term end to July 7, 2015

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

ORDER NO. 25,829

3. Order authorizing the Chief of Police to accept a grant entitled Electronic Evidence Training - LETS in the amount of $4,730.00 to provide advanced training to a Cumberland Police Department detective in cell phone analytical investigations

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

ORDER NO. 25,830

4. Order rescinding Order No. 25,280 and approving an Historic District Tax Credit for property at 222 Washington Street (Tax Acct. #06-004741) owned by Allegany Development Company, in the amount of $1,477.52 to be used within 5 years, and approving no property tax assessment freeze due to a less than 10% improvement value.

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

ORDER NO. 25,831

5. Order authorizing the execution of a Grant Agreement with the Maryland Department of Transportation for the installation of bicycle signs and pavement markings on Bedford and Frederick Streets for an amount not to exceed $78,515; with the City providing matching funds in the amount of $7,851.50

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

ORDER NO. 25,832

6. Order authorizing the execution of a Donation Agreement with Wayne E. and Marion L. Brown, whereby the Browns agree to donate two parcels of property on Pine Avenue in "AS IS" condition (Tax ID No. 22-009672 and No. 22-00966) and providing for certain contingencies for the donation

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

ORDER NO. 25,833

7. Order authorizing the execution of a Lease Agreement with the Corner Grille LLC t/a The Grape Cow, located at 171 N. Centre Street, to allow outside dining on a portion of the public right of way in front of the establishment, for the term June 16, 2015 through March 31, 2016

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

ORDER NO. 25,834

(C) Letters, Petitions

1. Letter from the Queen City Striders requesting permission to hold the 2016 Queen City Marathon for Active Water on Saturday, April 2, 2016, beginning at 8:00 a.m. in the city

The Mayor and City Council provided consensus for approval of the event.

2. Letter from Cumberland Police Department Chief Charles Hinnant soliciting comments from the Mayor and City Council and the public concerning a US Bureau of Justice Grant in the amount of $12,583 to be shared between the Cumberland Police Department and the Allegany County Sheriff's Office for the purchase of additional less lethal equipment in the form of tasers or conducted electrical weapons

The letter was acknowledged and entered into public record.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Owen Rice, 510 Welch Avenue, stated that the alley behind the Roses Department Store had been changed to one way a couple years ago and suggested that the alley should be made two ways to allow for better traffic flow. Mr. Rice also stated that the trains were sitting still on the tracks for 15-20 minutes and blocking traffic. He stated that the agreement with CSX stated the trains were not allowed to do that and he requested that the Mayor and Council look into that.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:13 p.m.

Minutes approved on August 4, 2015

Mayor Brian K. Grim

ATTEST: Marjorie A. Woodring, City Clerk

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 4, 2015 entitled "National Night Out;" and*

WHEREAS, *the 32nd annual "National Night Out" provides a unique opportunity for the neighborhoods of Cumberland to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and*

WHEREAS, *the Neighborhood Advisory Commission plays a vital role in assisting the Cumberland Police Department through joint crime, drug and violence prevention efforts in Cumberland and is supporting "National Night Out" locally; and*

WHEREAS, *it is essential that all citizens of Cumberland be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Cumberland; and*

WHEREAS, *police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.*

Now, Therefore, the Mayor and City Council of Cumberland,

do hereby proclaim Tuesday, August 4th, 2015 as

"National Night Out in Cumberland"

and do hereby call upon all citizens of Cumberland to join with the Neighborhood Advisory Commission, the Cumberland Police Department, and the National Association of Town Watch in supporting this event.

Given under our Hands and Seals this 16th day of June, 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
June 16, 2015

Description
Proclaiming Tuesday, August 4, 2015 as National Night Out in the City of Cumberland

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 16, 2015

Description
Presentation of Certificates of Appreciation to Cub Scout Pack No. 2 for their cleanup efforts in the city

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 16, 2015

Description

Let's Beautify Cumberland! Blue Ribbon Awards presented to Matt Cline and Nancy D'Atri, Tammy Alter and Lee Ann Martin, Ronald and Mary Catherine Monahan, Country Accents on Greene; and a Junior Blue Ribbon Award presented to William McGraw

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 16, 2015

Description

Certificates of Recognition awarded to Dave Williams and Jeff Hedrick for their efforts in cleaning graffiti from areas of the city

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

May 2015

City of Cumberland Department of Police

Monthly Report

May 2015

Part 1 Crimes for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Aggravated Assaults	4	8	B & E (All)	28	33	Murder	0	0	Rape	0	0
Robbery	1	7	Theft - Felony	4	8	Theft - Vehicle	0	3			

Selected Criminal Complaints for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Theft - Misdemeanor	35	42	Theft - Petty	49	46	Domestic Assaults	34	36	CDS	45	64
Disturbances	231	216	DOP/Vandalism	32	40	Indecent Exposure	6	3	Sex Off - Other	5	5
Suicide	0	0	Suicide - Attmpt.	2	1	Tampering M/V	0	0	Abuse - Child	2	2
Trespassing	27	33	Assault on Police	1	4	Assault Other	50	62			

Selected Miscellenous Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alcohol Volations	10	9	Juvenile Compl.	23	19	Missing Persons	14	14	School Resource	104	64
School Threat	0	2	Sex Off. Regist.	24	22	Truancy	11	5	Death Investigation	2	6

Selected Traffic Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
DWI	12	10	Hit & Run	29	32	M/V Crash	81	83	Traffic Stop	559	271

Selected Service Calls for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alarms	67	84	Assist Motorist	49	51	Check Well-Being	83	109	Foot Patrol	34	35
Assist Other Agency	59	61	Bike Patrol	12	9	Special Events	13	20	Suspicious Activity	81	100

Arrests Totals for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
M/V Citations	84	40	M/V Warnings	472	207	Adult Crim.	125	143	Juvenile Crim.	23	27

	2014	2015
Total Incidents Reported :	**2,955**	**2,485**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

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

CPD	7 arrests	7 warrants served
ACSO	5 arrests	11 warrants served
MSP	0 arrests	0 warrants served
FPD	0 arrests	0 warrants served
C3I	9 arrests	9 warrants served
C3IN	0 arrests	0 warrants served
OTHER	0 arrests	0 warrants served
TOTALS	**21 arrests**	**27 warrants served**

Of these, Detective David Broadwater arrested 21 people and served 27 warrants.

He opened 19 "Fugitive" investigations, and made arrests in 7 existing cases, for a total of 26 cases generated for the month.

SIGNIFICANT CASES:

1.) During the week of May 11-15, 2015, a warrant sweep was conducted in Allegany County as part of the "Safe Streets" initiative. Detective Broadwater was personally responsible for arresting 13 suspects and serving 15 warrants.

2.) On May 21, 2015, Detective Broadwater arrested a subject on several different outstanding warrants (serious traffic offenses and violation of probation). The suspect lived out of state and the warrants were non-extraditable. Detective Broadwater was able to contact the suspect and convince them to turn theirself in, thereby, successfully closing five open warrants.

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MAY 2015

SWORN PERSONNEL: 51 SWORN OFFICERS

Administration	5 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: 1027 HOURS — YEAR TO DATE (beginning 7/1/14): 9835 HOURS

COMP TIME USED: 136 HOURS — YEAR TO DATE (beginning 7/1/14): 1500 HOURS

SICK TIME USED: 169 HOURS — YEAR TO DATE (beginning 7/1/14): 3713 HOURS

OVERTIME REPORT

OVERTIME WORKED: 368 HOURS — YEAR TO DATE (beginning 7/1/14): 4158 HOURS

HOSPITAL SECURITY: 160 — YEAR TO DATE (beginning 7/1/14): 895 HOURS

COURT TIME WORKED: 30 HOURS — YEAR TO DATE (beginning 7/1/14): 448 HOURS

TRAINING REPORT

17 OFFICERS TRAINED FOR 272 HOURS — YEAR TO DATE (beginning 7/1/14) 5117 HOURS

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

MAY 2014

On 5/26/15, Mineral County Dispatch requested that CPD officers respond to Ridgeley, West Virginia, to check on two Ridgeley PD officers who were on a traffic stop and could not be contacted by radio or phone. CPD officers responded and found the officers had already cleared the stop and were safe.

On 5/17/15, CPD Officers assisted the Maryland State Police at the Cumberland Barrack with the transportation of five prisoners using the E-Van as well as a search of a female prisoner by a female CPD officer.

Regular Council Agenda
June 16, 2015

Description
Police Department Monthly Report for May, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT

May 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
MAY 2015

- POTHOLES AND COMPLAINTS
  - Potholed 28 Streets and 10 Alleys using approximately 37 ton of HMA.
  - Placed 36 ton of HMA with Paver in Constitution Park.

- UTILITY HOLE REPAIR
  - 8 Water Utility Hole Repairs and 3 Sewer Utility Hole Repairs using approximately 7 CY of Concrete and 32 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 9 Traffic Control Signs.
  - Installed/Repaired 0 Street Name Signs.
  - Installed 6 HC Signs/Removed 1 HC Sign.

- SWEEPER
  - Swept 289 curb miles (approx. 112 cubic yards of debris).
  - Hauled 38 tons of debris from sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 25 Service Request.
  - Cleaned Baltimore Street Underpass 2 times.
  - Installed 200’ underdrain on Ridgewood from Warwick to Williams Road to control a spring.
  - Worked Day of Caring and Sharing

STREET MAINTENANCE - MAY 2015		5/1-5/2	5/3-5/9	5/10-5/16	5/17-5/23	5/24-5/30	TOTAL
SERVICE REQUEST COMPLETED		1	7	3	9	5	25
PAVING PERFORMED	TONS				36		36
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	1	2	2	2	1	8
	SEWER		1		2		3
	CY					7.00	7
	TONS	2.0	8.0	4.5	9.0	8.0	32
POTHOLES FILLED	STREETS	2	9	4	10	3	28
	ALLEYS	1	6	1	1	1	10
	DAYS						0
	Cold Mix						0
	TONS	2.5	12.0	5.5	12.5	4.0	37
PERMANENT PATCH	CY						0
	TONS					5	5
COMPLAINTS COMPLETED		1		2			3
	CY						0
	TONS	6	11	2			19
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			7		2		9
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
			3			3	6
					1		1
PAINTING PERFORMED	BLUE		5			4	9
	YELLOW						0
	RED		4			3	7
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS		6	8	8	6	28
	MILES		75	69	77	68	289
SWEEPER DUMPS HAULED TO LANDFILL	TONS			19.6	18.4		38
SALT BARRELLS - Set out/Re-Fill	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS			1		1		2
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days						0
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

Underdrain Installation on Ridgewood Ave to control ground water 5/1/15-5/5/15
17 ton of HMA

<u>Day of Caring and Sharing 5/6/15-5/11/15</u>
5/6/15 - Delivered Mulch
5/8/15 - Worked City Wide
5/11/15 - Cleaned up

5/18/15 - Moved paving equipment to Park

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
MAY 2015

- Constitution Park
  - Continued to work on pool for opening.
  - Worked on Casino.
  - Cut grass 7 days.

- Mason Complex
  - Installed Boat Dock @ 5/22/15.
  - Cut grass 6 days.

- Field Work
  - Continued to Line and Drag 6 Softball Fields and 2 Baseball Fields
    - Installed batter box matts @ Nonnenmann on 5/20/15
  - Line Soccer Fields 4 times.
  - Made pluming repairs @ Cavanaugh, Long and JC restrooms.

- Miscellaneous Work
  - Garbage and Bathrooms are cleaned 3 times a week.
  - Cut grass weekly at other 25 areas.

Field Work								
May 2015								
		Line		Spike		Drag		General Cleanup Prior to Season
Flynn		19		1		7		
Nonnennmann		14				5		Installed mats in batter box – 5/20/15
North Craft		15				6		
Bowers		4				1		
Galaxy		4						
United		4						
Nonnennmann SF								
Bowers FB								
Tigers Practice								
Long		14		1		4		
Abrams		10				2		
Cavanaugh		16		1		4		
JC		16				2		

Parks and Recreation Department					
Grass Cutting					
May 2015					
		P&R			Seasonals
Fairmont					
Ridgedale					
Springdale		2			2
Mason		6			5
Park		7			6
Long		2			2
Cavanaugh		4			1
Smith Park		1			1
Vets Park		2			2
Pine Ave		1			1
JC		3			3
Valley St Parklet		1			1
Abrams		3			3
Washington HQ		2			2
Sun Dial		2			2
Lucys Park		1			1
MCS					
Evitts Creek		1			1
Boat Ramp					
Davidson 332-334					
Mullen					
500 Block of Maryland Ave.					
14 Somerville in Rear					
Old HRDC		1			1
Rolling Mills Parklet					
East Side School					
Goethe					
Pistol Range		1			1
Across from Hartley's		1			1

Parks and Recreation Department
Miscellaneous Work
May 2015
Repaired plumbing issues at Long Field – 5/1/15
Hauled mulch for Day of Caring & Sharing - 5/6/15 & 5/7/15
Worked Day of Caring & Sharing – 5/8/15
Picked up plants for Day of Caring & Sharing
Pressure washed stage @ Amphitheater – 5/19/15
Installed boat dock @ Mason Field – 5/22/15
Made repairs to Cavanaugh bathroom
Made repair to pool and casino for opening

Fleet Maintenance
May 2015

Total Fleet Maintenance Projects	**112**
Street Maintenance	17
Snow Removal	0
DDC	0
CPD	34
Water Distribution	11
P & R Maintenance	11
CFD	4
Sewer	3
Code Enforcement	0
Flood	2
PIP	0
WWTP	0
Engineering	4
Facility Maintenance	0
Fleet Maintenance	0
Central Services	1
Municipal Parking	0
Public Works	0
Water Filtration	1
Small Engine Repairs	0
Scheduled Preventive Maintenance	19
Field Service Calls	5
Total Work Orders Submitted	**25**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
June 16, 2015

Description
Maintenance Division Monthly Report for May, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 16, 2015

Description
Utilities Division & Central Services Monthly Report for May, 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

Work Session Minutes

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

Tuesday, April 28, 2015
4:00 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Joseph Urban, City Comptroller; Marjorie Woodring, City Clerk; Media; Guests

MOTION: Councilman Kauffman motioned to convene the meeting, Councilman Caporale seconded, and the motion passed on a vote of 5-0.

I. FY16 DRAFT BUDGET PRESENTATION

Mr. Rhodes advised that the City was continuing to make progress financially, but the progress was slow. In the coming year, a decrease in the assessable base would affect tax revenue, some areas would continue to see an increase in expenses, and a rise in debt payments was expected as a result of the debt restructuring. Rhodes stated none of these issues, however, would "upset the cart" in terms of the City's financial recovery. Moderate progress was being made in the fund balance, though borrowing would still need to be done for certain necessities. The next couple of years would be tough, but manageable.

Mr. Urban stated that the departments had been asked to limit their capital item requests to $0, but that had not been totally possible. His meetings with the departments had focused on identifying critical operating and capital needs.

FY16 Revenue Estimates

Revenue estimates for the coming year would decrease due to a reduction of $24,163,772 in the assessable tax base. That decrease correlates to a decrease of $233,277 in revenue to the City. Based on the tri-annual assessment schedule, the next big change will hit in 2019.

Highway User Revenues remained stable at $787,017 with another possible $100,000 forthcoming next year as a one-time supplement.

A reduction in revenues was expected due to the expiration of the MORE Cops Grant (3 Officers) and expiration of the SAFER Grant (8 Fire Fighters). Three (3) new positions in the fire department had been added due to the SAFER Grant, and minimum staffing had been eliminated.

A minor reduction in expenses would be seen in relation to the Maryland State Retirement System. The LEOPS program was decreasing from 31.76% to 30.45% ($38,439) and the ACPS was decreasing from 13.64% to 12.44% ($102,234 reduction).

FY15 Expenditures

Some of the debt obligations resulting from the City's debt restructure would be coming due in FY16. There would be an increase of $243,706 in FY16 and an increase of $839,300 in FY17. After FY17, the debt payments begin to drop off, assuming no additional debt is taken on.

Upon questioning from the Mayor, Mr. Urban stated that the City carried $68 million in debt, including interest. Mayor Grim noted that most of the City's debt is owed by the utilities. Mr. Rhodes stated that was a common issue due to the cost of compliance.

Health Care – An 11.93% increase in LGIT health care costs would be seen in FY16 due to a national increase in health care. The employee contribution for health insurance would also increase by 13%, though the percentage of co-pay would remain the same. If the City had remained with Blue Cross Blue Shield, the increase in costs would have been 20-25%. A breakdown of the costs for each employee group was provided. Mr. Urban advised that the City's experience with LGIT has been positive and the City has had a relatively low number of claims and could expect to receive a refund in November from the reserve funds.

Councilman Kauffman requested that the employees be kept informed of the national trend so that it was not perceived that the City was the cause of the increase in health care costs. Mr. Rhodes advised that he would provide the employees a chart showing the health care changes and reminding them of the national trends.

Special Initiatives – Blight abatement would be increased from $150,000 in FY15 to $225,000 in FY16 and the Economic Development Property Fund would remain at $250,000 so that the City could continue to focus efforts towards blight abatement and property development.

Based on feedback from the auditors, a new Special Projects Department would be created in the General Fund to encompass a number of minor funds, including Let's Beautify Cumberland, Shade Tree, Special Revenues, and Neighborhood Advisory Commission. The Rental Fund, which now only includes 19 Frederick Street, would be merged into the General Fund.

Economic Development – The budget for this department was prepared with the assumption that the Mayor and Council would agree to the consultant's recommendation to migrate this function to a 501(c)(3) corporation. Additionally, this budget includes $250,000 for the Property Development Fund and funding for an Economic Development Specialist position.

Salary Initiatives – Funding for a 1% COLA and 1% stipend was built into the FY16 proposed budget with an estimated cost of $225,000 per percent. Additionally, a part-time Forestry Assistant was budgeted at $18,063 plus fringes to assist with property maintenance and grounds upkeep.

CDA Funding – The City is considering funding a capital program through the Community Development Administration (CDA) for an estimated $3,156,893. The bond proceeds would be used for building improvements, equipment replacement, and software acquisition. Consideration was being given to closing the bond in May or June. Cost details of the projects and equipment to be funded were provided.

Mayor Grim questioned whether the City could work with Potomac Edison to make the street lights more efficient. Mr. Rhodes stated it may be more costly, but he would get details.

Councilman Kauffman questioned what pool repairs were planned and what schedule the pool was on for opening this year. Mr. Rhodes stated that it was planned for the pool to open this year and doing the repairs at the end of the year. He stated that the City had been advised that it would be the recipient of a grant to redo the pool and bath houses, though he had been requested not to comment about the source of the grant at this point. He would advise the Mayor and Council when he knew more.

With regard to the downtown mall lighting upgrade ($300,000), the question had been raised as to whether the DDC should participate in the funding. The original DDC bond issue paid for the lights, but the DDC does not collect much from the Special Taxing District revenues and there is no way for them to directly absorb this cost. Mr. Rhodes wanted to make the Mayor and Council aware that the lights were in dire need of repair and the City had a certain obligation to step in and pay for the upgrade. Mayor Grim stated he had no problem with the City's contribution to this project.

General Fund Expenditures

Mr. Urban reviewed each portion of the General Fund debt. Public Safety held the largest portion of this fund with over $11 million in expenditures, representing 130% of the City's property tax revenue. Licensing and permits represented a small portion of the fund because no building projects were underway at this time.

Councilwoman Alt-Myers questioned whether any other revenue generators had been identified. Mr. Rhodes advised that the City had recently instituted a new fee schedule in the fire department and some updates had been made recently to the permitting fees for floating zones, but neither had been a huge revenue source; it had just been determined that the updates were the prudent thing to do.

Council questioned why there was a significant backlog of unpaid property taxes. Mr. Rhodes stated that the numbers were still holding at around 300-350 properties each year that went up for tax sale. If Council wanted to move to a 2-year schedule for back taxes, it would be expected that about 1/3 of those properties (roughly 100) would be impacted.

If the City moved to holding its own tax sale, the 3-year period could be lessened, but it would become an administrative issue in terms of handling the increase in properties that would then be on

the list. As for a yearly sale, Mr. Rhodes stated he was not sure how much that would help as the owners may end up walking away from the property, which would then end up in the City's hands.

Councilwoman Alt-Myers requested that Mr. Rhodes explore how other cities and town handled back taxes.

Councilman Kauffman stated that he did not want to encourage delayed payments, but he also did not want to kick people to the curb because they could not pay taxes. If the City wanted to be more aggressive in addressing the situation, everyone needed to be aware that there would be other consequences to deal with.

Mr. Urban pointed out that State law provided that if the City did not acquire the properties by the 3rd year, it then forgoes the collection of those properties.

Major Issues – Mr. Urban reviewed several major issues that needed to be addressed in FY16.

1. Support the development of reserve funds to provide emergency funding for non-budgeted items and to allow for the ability to prefund expenditures for capital equipment and minor capital projects.

2. Preparation for the expected debt increase in FY17 of $839,300

3. Prepare for the sewer fund to begin paying back $1.4 million it has borrowed from other funds

4. Prepare for the next phase of the CSO Overflow Project (underground storage tank), which will cost approximately $30 million. Although the Bay Restoration Fund is now eligible to provide some potential relief, the City still needs to determine how to balance out the cost in terms of grants, loans, debt payments, etc.

Increase in Sewer Rate – An increase of 10% in the sewer rates beginning July 1, 2015, was recommended and would provide $926,000 in revenue. An average water bill, including water, sewer, trash, and Bay Restoration Fee, was $78.99. The 20% increase would make the new average $83.19. An increase would allow payment of inter-fund obligations of the Sewer Fund and enable the City to being building reserves for future capital projects.

Mayor Grim stated that the enterprise funds need to sustain themselves. Otherwise, the city tax payers are footing the bill for other communities using the system.

Overall

Mr. Urban advised that S&P and Fitch had contacted him within the past year to discuss what steps the City had been taking to address the financial recovery. One discussion had involved the dip in the City's fund balance. Mr. Urban had explained that the City had used cash to pay for equipment for which it was going to reimbursement itself for from the FY15 bond proceeds. The State had pushed back the closing date for last year's bond, however, and the City then had to front $1.7

million in capital expenditures. He explained that was why the fund balance had dropped a little bit during the previous year.

Mayor Grim requested that Council consider:

1. No tax increase
2. No water or trash rate increase
3. A 10% sewer rate increase

Trash – Councilman Kauffman questioned whether the recycling program had shown any impact and requested numbers on the program. Mr. Rhodes advised that he would obtain those numbers and advise Council. Kauffman noted that Council had requested last year to follow up on the numbers to determine how much more recycling was taking place and how that affected the cost. He felt the numbers would show an increased number of people recycling, which pointed to an improved lifestyle and added convenience.

Special Taxing District – Councilman Kauffman stated that, over the past several years, Council has indicated their desire for discussion on eliminating the downtown mall tax and removing that financial burden from the downtown property owners. Along with that discussion would be consideration of which services that are currently funded by that special tax should be retained, which should be eliminated, and which should be folded into the operations of the City. He stated the Special Taxing District was established 30 years ago to build the mall, but the purpose has morphed over time. He was not, however, advocating for the elimination of a coordinated management effort for the downtown. He stated that every dollar was important as the City continued its economic recovery, but questioned whether the additional tax burden was actually an impediment for growth in the downtown.

Mayor Grim stated he was a proponent of lowering the STD rate, but felt that getting rid of the tax altogether may be dangerous because STD's such as this can no longer be created.

Council agreed to delve deeper into discussion on this topic during a future visioning session. It was suggested that the DDC and the downtown property owners should be engaged in future conversations, as well.

II. MEMORIAL SITE RE-USE

Mr. Rhodes stated that he had sent Council some thoughts about the redevelopment of the Memorial site awhile back and needed feedback from them on the subject. There was concern over Memorial being used for subsidized housing, but that was not what he had in mind. He stated that his vision was for reasonably sized affordable townhomes on the end by Warwick Avenue with garages behind them. A retaining wall would need to be installed around the bottom of the hill. Rhodes suggested some manufactured housing on top of the hill from Warwick down, with the other end of the site saved for developers or builders. The site's proximity to the largest high school in town was a plus, and he would suggest family homes versus elderly housing.

Because new housing development was sluggish in the county, and especially in the city, he would like the Council to consider taking a more active role in getting that project started. He has asked the engineering department to provide some ideas on what the site would look like subdivided. Rhodes stated that the City could potentially sell newly developed homes for the cost the City would have in it, and get the land back on the tax rolls.

Council discussed the following issues:

1. Possible use of new Economic Development 501(c)3 to facilitate the development
2. Retention versus removal of the parking garages
3. Development plans should be mindful of the population and include ADA accessibility options
4. Reach out to the local realtors to determine what the needs of the area are.
5. Strategic planting of the seeds of development was acceptable, but it was questionable whether the City should get into the spec housing market as a major capital investment.
6. Putting the project out to developers before the City steps up to take on the project, but be prepared to step up if that did not work out so that $200,000 homes were not targeted for that area

III. ECONOMIC DEVELOPMENT 501(C)3

Mr. Rhodes advised that the newly developed Economic Development Strategic Plan recommended the development of a 501(c)3 entity to attract outside development and provide more flexibility. There had been some hesitance, however, about handing off the City's economic development function to another entity. Funding had been included in the FY16 budget to move in this direction, should Council choose to do so, but Mr. Rhodes requested that Council weigh in on whether they stood on this issue.

Mayor Grim stated that he had previously voiced hesitation with regard to accountability issues insofar as, if public dollars were invested, who would be ultimately responsible. He stated the overall concept works. He is just concerned about responsibilities as it would be set up, no public official would be held accountable for actions or inactions.

Councilman Kauffman stated his concern dealt with the buy-in of the community because he had anticipated a dramatically different response from them. Because the response had been so positive, however, he felt it was the City's responsibility to move forward with the move. He stated that the City had spent money on a study to have a professional expert provide their recommendation and that recommendation was voted on and approved. If the City dragged its feet on this and other recommendations of the study, it would be holding back its potential of being aggressive in economic development.

Alt-Myers stated that for her, the biggest issue would be the dynamic of the board. She would like to see representative from various walks of life and not the same hand-picked representatives. Mr. Rhodes noted that the strategic plan had made recommendations for the make-up of the board.

Council stated a consensus for moving forward with the development of the 501(c) 3.

IV. WASHINGTON STREET LIGHTING UPDATE

Mr. Rhodes advised that he had meet recently with the Mayor, John DiFonzo, and Ben Wolters on this project. Rhodes stated that the Governor's budget had allocated $96,000 for this project and Mr. Wolters' estimate to complete the project was $600,000. A Special Taxing District may need to be set up to pay for the debt service on the project, should it go through. The vote held at the Washington Street Library, initiated by Mr. Wolters, showed a 55/45 vote in favor of the project, with the understanding that the property owners would have to pay the difference in funding.

If the City were to move forward on the project, a determination would need to be made as to how financing would be provided and how funding would be collected from the property owners to pay the debt service. The City would ultimately break even, but the question will be how to make that happen. Proceeding with the project would cause a delay in the paving of Washington Street.

Councilman Kauffman stated he was concerned that there was not a super majority vote in favor of the project. Mayor Grim also stated that he had indicated to Mr. Wolters from the beginning of discussions that if the intent was to establish a Special Taxing District, a super majority would be needed. The actual vote represented 2/3 of the property owners, and 2/3 of those who voted, voted in favor.

Mayor Grim stated he had suggested to Mr. Wolters that if the residents wanted to stay on a realistic timeline to pave Washington Street, that they come up with $250,000 up front; then the City would talk about finding the additional funding. Mr. Wolters stated he would take that recommendation back to the residents.

Councilwoman Alt-Myers questioned how much tax was generated annually on Washington Street and how many years it would take to recoup the cost. MR. Rhodes advised that he had done an analysis of that data last year and would pass that out for Council.

Mr. Rhodes suggested that the Engineering Department could undertake a preliminary analysis to determine whether Mr. Wolters' estimate of $600,000 was in the ball park.

Councilwoman Alt-Myers suggested exploring the option of phasing the upgrades in over a period of time.

Mayor Grim questioned whether Council was willing to entertain the option of a Special Taxing District. Councilman Kauffman stated he would prefer not to take that as the first option, but he was not unwilling to consider it. Councilwoman Alt-Myers stated she would first like to see a plan, the additional tax information she requested, and the engineering estimate.

V. PUBLIC COMMENT

No public comments were offered at this time.

VI. ADJOURNMENT

Mayor Grim requested another public visioning session be scheduled for May 12th at 4:00 p.m. at City Hall.

With no further business at hand, Councilman Kauffman motioned to adjourn the meeting, Councilman Bernard seconded, and the motion passed on a vote of 5-0.

The meeting adjourned at 5:50 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 16, 2015

Description
Approval of the Work Session Minutes of April 28, 2015

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 OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, AND ENDING JUNE 30, 2016".

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2015, and ending June 30, 2016, to-wit:

General Government	$ 1,684,034
Public Safety	11,028,402
Public Works	3,234,761
Recreation	1,226,544
Community Development	1,472,161
Debt Service	1,598,738
Operating Transfers	863,116
TOTAL	21,107,756

SECTION 2: AND BE IT FURTHER ORDAINED, That the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2016) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 16, 2015

Description

Ordinance (2nd and 3rd readings) - providing for the annual appropriation for the General Fund for FY16

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 OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, AND ENDING JUNE 30, 2016."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2015, and ending June 30, 2016, to-wit:

Water Administration	$ 1,039,572
Water Distribution	4,336,373
Water Filtration Plant	1,844,316
Principal Expense	722,484
Interest Expense	$ 363,127
TOTAL	$ 8,305,872

SECTION 2: AND BE IT FURTHER ORDAINED, That there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2016.

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

Passed this _____ day of June, 2015.

_____
Brian K. Grim
Mayor

Attest:

By :_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 16, 2015

Description

Ordinance (2nd and 3rd readings) - providing for the annual appropriations for the Water Fund for FY16

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, MD, ENTITLED "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWERAGE FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, AND ENDING JUNE 30, 2016."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewerage Fund for the Fiscal Year beginning July 1, 2015, and ending June 30, 2016, to-wit:

Wastewater Treatment Plant	$ 6,946,336
Sanitary and Storm Sewers	3,355,592
Principal Expense	510,544
Interest Expense	104,269
TOTAL	$ 10,916,741

SECTION 2: AND BE IT FURTHER ORDAINED, That there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2016.

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

Passed this _____ day of June, 2015.

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_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
June 16, 2015

Description
Ordinance (2nd and 3rd readings) - proving for the annual appropriation for the Sewer Fund for FY16

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [ ] 1st Reading
- [x] 2nd Reading
- [x] 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 OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, AND ENDING JUNE 30, 2016."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2015, and ending June 30, 2016, to-wit:

Downtown Development Commission	$ 322,405
Community Development Block Grant	730,042
TIF District – Shades Lane	37,980
Trash Removal	1,408,600
Municipal Parking Authority	671,564
Street Improvement Fund	784,160
TOTAL	**$ 3,954,751**

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2016) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2015.

_____
Brian K. Grim
MAYOR

Attest:

By:_____
Marjorie A. Woodring
CITY CLERK

Regular Council Agenda
June 16, 2015

Description

Ordinance (2nd and 3rd readings) - providing for the annual appropriations for the Special Purpose Funds for FY16

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [ ] 1st Reading
- [x] 2nd Reading
- [x] 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 OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE LEVY OF A SPECIAL AD VALOREM TAX IN THE SHADES LANE DEVELOPMENT DISTRICT AND RELATED MATTERS"

Whereas, the Mayor and City Council, pursuant to a Resolution adopted on September 21, 2004 (the "Resolution") and the authority of Sections 14-201 through 14-214, inclusive, of Article 41 of the Annotated Code of Maryland (the "TIF Act") and Section 44A of Article 23A of the Annotated Code of Maryland (the "STD Act" and, together with the TIF Act, the "Acts") established a contiguous area located within the City as both a "development district" (as defined in the TIF Act) and a "special taxing district" (as defined in the STD Act), and designated such area as the "Shades Lane Development District" (the "District"); and

Whereas, pursuant to Ordinance No. 3507, approved by the Mayor and City Council on October 5, 2004 (the "Ordinance"), the City authorized the issuance of special obligation bonds in an amount not to exceed $750,000 pursuant to the authority of the Acts in order to finance certain infrastructure improvements within or related to the District; and

Whereas, pursuant to the Ordinance and an Executive Order of the Mayor executed and delivered on April 21, 2005 pursuant to the authority of the Acts and the Ordinance, the City issued and delivered its Mayor and City Council of Cumberland Special Obligation Bond (Shades Lane Project), Series 2005 on April 22, 2005 in the original principal amount of $480,000 (the "Bond"); and

Whereas, the Ordinance provides that debt service on the Bond will be payable in the first instance from property taxes on real property located within the District representing the

levy by the City and County Commissioners of Allegany County (the "County") on the Tax Increment (as defined in the Resolution), and to the extent such incremental tax revenues prove insufficient, in the second instance from a special ad valorem tax or taxes levied upon property within the District; and

Whereas, it has been determined by City staff that revenues from taxes levied by the City and the County are and will be insufficient to cover debt service on the Bond and that it will be necessary to levy a special ad valorem tax on real property located within the District for the fiscal year beginning July 1, 2015 and ending June 30, 2016 at the rate of One Dollars and Twenty Five and Six Tenths Cents ($1.2560) per One Hundred Dollars ($100.00) of assessable base in accordance with the authority set forth in the Ordinance; and

Whereas, it has been determined that such special ad valorem tax should be set at a rate of Zero Dollars and Zero Cents ($0.00) per One Hundred Dollars ($100.00) of assessable base with respect to personal property located within the District.

Now, Therefore

Section 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CUMBERLAND, that in accordance with and pursuant to the authority of the STD Act and the Ordinance, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, there is hereby levied a special ad valorem tax, at the rate of One Dollars and Twenty Five and Six Tenths Cents ($1.2560) per One Hundred Dollars ($100.00) of assessable base, on real property located within the District.

Section 2: AND BE IT FURTHER ORDAINED that in accordance with and pursuant to the authority of the STD Act and the Ordinance, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, there is hereby levied a special ad valorem tax, at the rate of Zero Dollars

and Zero Cents ($0.00) per One Hundred Dollars ($100.00) of assessable base, on personal property located within the District.

Section 3: AND BE IT FURTHER ORDAINED, that the special ad valorem tax levied pursuant to the provisions of this Ordinance shall be collected and deposited by the City Treasurer or other appropriate official in the Shades Lane Special Taxing District Fund established pursuant to the Resolution, and shall be applied in accordance with the provisions of the STD Act, the Resolution, the Ordinance and the Financing and Bond Purchase Agreement dated as of April 22, 2005 entered into between the City and Susquehanna Bank, the purchaser of the Bond, in connection with the issuance of the Bond.

Section 4: AND BE IT FURTHER ORDAINED, that the appropriate officials of the City are hereby authorized and directed to take all action necessary to provide for the billing, collection and application of the special ad valorem tax relating to the District provided for in this Ordinance.

Section 5: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of June, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

#95087;10002.001

Regular Council Agenda
June 16, 2015

Description

Ordinance (2nd and 3rd readings)- providing for the levy of a special ad valorem tax in the Shades Lane Development District for FY16 at the rate of $1.2560 per $100.00 of real property assessable base and $0.00 for $100.00 of personal property assessable base

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [ ] 1st Reading
- [x] 2nd Reading
- [x] 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, SECTION 24-151(b) OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING RATES AND CHARGES FOR USE OF THE CITY SEWERAGE SYSTEM."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 24-151(b) of the Code of the City of Cumberland (1991 Edition) be and is hereby repealed and reenacted, with amendments, to read as follows:

(b) SCHEDULES: USE OF FUNDS.

(1) "Equivalent dwelling unit" means a measure of wastewater effluent where one unit is equivalent to an average daily flow of 250 gallons.

(2) Effective July 1, 2015 rates and charges for use and service for the City sewer system shall be as follows:

(a) Inside City customers-$11.39[10.35] per equivalent dwelling unit per month for customers billed on a monthly basis. Consumption shall be billed at the rate of $0.0908[0.0825] per cubic foot.

(b) Outside city customers-$17.06[15.51] per equivalent dwelling unit per month. Consumption shall be billed at the rate of $0.1359[0.1235] per cubic foot.

(c) Sanitary districts-$12.08[10.98] per equivalent dwelling unit per month. Consumption shall be billed at the rate of $.0349[0.0317] per cubic foot. A sanitary district ready to serve charge shall be based on the previous twelve months average flow divided by 33.42 c.f. (250 gallons) to determine the number of EDU's. The number of EDU's times the above fee shall determine the monthly ready to serve fee. Flows above the average monthly consumption shall be billed at the above consumption charge.

(3) In addition to the above rates, the surcharge fee authorized by Section 24-227(6) of the Code shall be determined as follows:

Parameter	Rate (per pound)
BOD_5	$0.40 [0.36]
TSS	0.44 [0.40]
TKN	2.15 [1.95]
TP	13.28 [12.07]
TN	$1.38 [1.25]

(4) Funds collected by virtue of the rates and charges established in this Section shall be applied to the operation, maintenance and repair of the sewage treatment

plant, sanitary sewer system and storm sewer system, and such portion of the funds as may be required by law shall be applied to the payment of the bonded indebtedness, including principal and interest, as has been or may be created in connection with the sewage system of the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
June 16, 2015

Description

Ordinance (2nd and 3rd readings) - to provide for a 10% increase in sewer rates beginning July 1, 2015, for users of the City sewerage system

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 AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 216 KNOX STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO MICHAEL A. PFAFF."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 216 Knox Street in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,823, passed by the Mayor and City Council on June 2, 2015;

WHEREAS, Michael A. Pfaff has offered to purchase the said property for the sum of $1,800.00; and

WHEREAS, the Mayor and City Council of Cumberland deem the acceptance of that offer to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accepts Michael A. Pfaff's offer to purchase the real property located at 216 Knox Street, Cumberland, MD 21502 for the purchase price of $1,800.00, provided that all costs of effecting the transfer and all recordation and transfer taxes shall be borne by Mr. Pfaff and he shall be responsible for the payment of a prorated portion of the current year real estate taxes;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute

a deed in the form attached hereto as Exhibit A or in a similar form, conveying the aforesaid real property to Mr. Pfaff in exchange for the payment of the aforesaid purchase price;

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

Passed this ____ day of _____, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this _____ day of _____, 2015, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **MICHAEL A. PFAFF**, of Allegany County, Maryland, party of the second part.

WITNESSETH:

That for and in consideration of the sum of One Thousand Eight Hundred Dollars ($1,800.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto the party of the second part, his personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL, that piece or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, at the corner of German (now called Bond) and Knox Streets, and particularly described as follows, to-wit:

BEGINNING for the same at the corner formed by the Northern Side of Knox Street with the Eastern Side of German Street (now called Bond Street), and running thence with German (Bond Street), North 60 3/4 degrees West 50 feet to the Weigle property, and with it, North 29 1/4 degrees East 40 feet, then across the whole lot, South 60 3/4 degrees East 50 feet to Knox Street, and with it South 29 1/4 degrees West 40 feet to the place of beginning

IT BEING the same property which was conveyed from Paulett M. Lint AKA Paulette M. Lint to Mayor and City Council of Cumberland by deed dated April 22, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2062, Page 348.

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ **By:_____(SEAL)**

Marjorie A. Woodring, City Clerk **Brian K. Grim, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $1,800.00 and that the total payment made to the grantor was $1,800.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

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

_____
MICHAEL SCOTT COHEN

Regular Council Agenda
June 16, 2015

Description

Ordinance (1st reading) - authorizing the conveyance of City-owned surplus property at 216 Knox Street to Michael A. Pfaff for the amount of $1,800.00

Approval, Acceptance / Recommendation

This property was declared surplus on June 2, 2015.

- [ ] Budgeted

- [x] 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 ENACT SECTIONS 16-26 TO 16-53 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) FOR THE PURPOSE OF SETTING FORTH STANDARDS RELATIVE TO WAGES, HOURS, WORKING CONDITIONS AND BENEFITS APPLICABLE TO CITY OF CUMBERLAND POLICE OFFICERS FORMERLY COVERED BY THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT."

WHEREAS, all law enforcement officer employees of the City of Cumberland Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees are presently subject to the terms of a collective bargaining agreement between the City and United Food & Commercial Workers, Local 1994 MCGEO (the "CBA") which sets forth standards relative to wages, hours, working conditions and benefits for those employees;

WHEREAS, in accordance with the terms of the CBA, the City elected to give notice to United Food & Commercial Workers, Local 1994 MCGEO that the CBA would terminate effective June 30, 2015;

WHEREAS, notwithstanding the termination of the CBA, the City desires to maintain standards relative to wages, hours, working conditions and benefits for the said police officers which are consistent with those provided under the terms of the CBA with the exception of those pertaining to union matters and union representation; and

WHEREAS, this Ordinance effects the enactment of City Code provisions which are intended to achieve the foregoing purposes.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 16-26 to 16-53 of the Code of the City of Cumberland are hereby enacted and shall read as set forth in the Exhibit 1 attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that

this Ordinance shall take effect on July 1, 2015.

Passed this _____ day of June, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT 1

ARTICLE II – POLICE OFFICERS

Sec. 16-26 - General provisions.

(a) *Purpose*. The purpose of this article is to set forth the standards relative to wages, hours, working conditions and benefits applicable to Police Officers, as that term is defined hereinafter.

(b) *Applicability*. The terms and provisions of this article shall apply only in the event Police Officers are not covered by the terms of a collective bargaining agreement.

(c) *Definitions*. For the purposes of this article, the following definitions shall apply:

(1) ”Chief” means the Chief of the Cumberland Police Department.

(2) “Police Department” means the City of Cumberland Police Department.

(3) “Police Officers” means all law enforcement officer employees of the Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees.

Sec. 16-27 – Probationary period.

Police Officers shall serve a probationary period of eighteen (18) months from the date of employment. If required, candidates will attend the first available academy upon being hired.

Sec. 16-28 – Seniority.

(a) *Definition.* Seniority standing shall be granted to all Police Officers**.** Seniority shall be calculated based upon the following criteria:

(1) Rank

(2) Date of Rank

(3) Date of Police Certification through MPCTC (Maryland Police and Corrections Training Commissions)

(4) Class standing in the law enforcement academy class from which they graduated.

(b) *Breaks in seniority.* A Police Officer shall lose his seniority standing upon voluntary resignation from employment unless that individual is rehired pursuant to Section 16-28. A Police Officer’s seniority shall not be terminated because of authorized leave of absence or layoff.

(c) *Filling of vacancies.* Notice of all vacancies shall be posted on employee bulletin boards within ten (10) days following the occurrence of the vacancy. Police Officers shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created. The Police Officer with the necessary abilities or qualifications shall be awarded the position involved, and such award shall be made within thirty (30) days following the posting on the bulletin board. If two or more Police Officers are deemed to be equal in necessary abilities or qualifications, the most senior individual will be selected. Newly created positions or vacancies are to be posted to include the following information: (i) the type of work, (ii) place of work, (iii) rate of pay, (iv) hours of work, and (vi) classification. This subsection is not intended to conflict with current examination requirements.

(d) *Seniority list*. The seniority list shall be brought up-to-date January 1st of each year and posted on the Police Officers' bulletin board; such list shall contain date of hire, classification and department.

Sec. 16-29 – Rehire policy.

(a) Police Officers who terminate employment with the Police Department and leave in good standing may be reinstated if they make application within sixty (60) days of the separation of their employment as a Police Officer. The Chief, with the concurrence of the City Administrator may permit the former Police Officer to be reinstated at the rank and pay grade held at the date of separation if the position has not been filled. Generally, former Police Officers returning within sixty (60) days of separation will not require additional training but an employment investigation will be conducted to cover the period of separation. A former Police Officer that separated from the Police Department will only be considered for rehire at the same rank and pay grade one (1) time in their career with the Police Department. Following the sixty (60) days of the date of separation, a Police Officer that separated from the Police Department may be considered for rehire to any vacant position which they are qualified to fill, provided they maintained certification as a police officer.

(b) *Effect on other actions*. The seniority date is reassigned for any period equal to the period of separation.

Sec. 16-30 –Lateral Entry.

Persons hired as a Patrolman will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the Police Officer must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective Police Officers.

Sec. 16-31 – Salary and wage rates.

(a) *Wage compression*. If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all Police Officers' salaries shall be reviewed and adjusted if necessary to prevent wage compression.

(b) *Pay policies*. The City will pay all Police Officers biweekly.

(c) *Salary schedules*. Police Officers shall be compensated pursuant to the pay schedule set forth in the table below.

Step	Entry	2	3	4	5	8
Sergeant	46,110	47,032	47,972	48,931	49,910	50,908
Corporal	42,575	43,426	44,295	45,180	46,084	47,006
Patrolman	36,300	37,027	37,767	38,522	39,293	40,059

11	14	17	20	25
51,926	52,965	54,024	55,105	56,207
47,947	48,906	49,884	50,882	51,902
40,881	41,701	42,532	43,383	44,250

(d) *Shift differential.* Police Officers that work between the hours of 1900-0700 shall receive shift differential pay at the rate of $1.15 per hour.

(e) *Field training pay.* Police Officers who are field training officers shall receive an additional $1.75 per hour for each hour they are assigned a trainee.

(f) *Overtime*.

(1) When Police Officers work in excess of their regularly assigned work week or work schedule, they shall have the option of being paid at the rate of one and one-half (1 1/2) for such overtime worked, in addition to any other benefits to which they may be entitled; or they may elect to take compensatory time for overtime worked at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.

(2) All overtime worked (call outs and holdovers) shall be rotated among the Police Officers. Call outs shall be managed by the senior member of the squad. Nothing herein shall prevent the Police Department from making an assignment of overtime in an emergency situation requiring a response in recognition of those responsibilities to protect the public safety.

(3) Police Officers working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.

(4) *Double time*. Double-time shall be paid if Police Officers are required to work more than sixteen (16) consecutive hours. In the event of hold overs, Police Officers working a twelve (12) hour shift must be given no less than eight (8) hours off between shifts.

(5) *Off-duty work.* Off-duty corporals and sergeants required to attend special meetings or supervisory meetings by the Chief will receive compensation time at the rate of one and one-half (1½) for the length of the meeting.

(6) *Grant overtime*. Police Officers working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.

(g) *Acting pay*. The Chief may designate a Police Officer to perform the duties of an unoccupied position that is vacant due to promotion, reassignment, retirement, extended training or sick leave. Police Officers who are assigned to a higher classified job for a period of more than twenty (20) consecutive days shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level. The Police Officer must make a formal request for acting pay compensation to the Chief which will be endorsed and forwarded to the City Administrator for final approval. The Chief may authorize the Police Officer in the acting capacity to display the rank insignia on their uniform for that rank.

(h) *Call back pay*. Any Police Officer who is called to work outside of his regular shift shall receive as pay the rate of one and one-half (1 ½) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater.

(i) *12 hour shift compensation*. Police Officers working a twelve (12) hour schedule will earn four (4) hours compensatory time at a rate of one and one half (1 ½) for a total of six (6) hours for those four (4) hours worked above eighty (80) hours. Police Officers are permitted to carry a cumulative balance of eighty (80) hours of this compensatory leave.

Sec. 16-32 – Work schedules; attendance; hours of work.

(a) *12 hour shifts.*

(1) Police Officers scheduled to work twelve (12) hour shifts shall be scheduled seven (7) twelve (12) hour shifts each fourteen (14) day pay period for a total of eighty four (84) hours.

(2) Police Officers working a twelve (12) hour schedule may be asked or they may request to flex their schedule during a two (2) week pay period in lieu of receiving compensatory leave as explained in Section 16-30(i).

(3) Police Officers will be scheduled for an eight (8) hour shift during a two (2) week pay period at the discretion of the Chief or his designee provided the following criteria have been met:
   (i) The Police Officer must have a compensatory leave balance in excess of eighty (80) hours.
   (ii) The Police Officer must work all six (6) twelve (12) hour shifts in the pay period to be scheduled for the eight (8) hour shift.
   (iii)Forms of paid leave taken during the pay period, i.e.: vacation, holiday, military leave, sick leave, etc., will not necessitate an eight (8) hour shift to be scheduled.
(4) Police Officers who have not accumulated a balance of eighty (80) hours of compensatory leave may elect to earn compensatory leave in lieu of flex time.

(b) *8 hour shifts*. The work week of all Police Officers shall be an average of not more than forty (40) hours. The work schedule for the work week herein provided for shall consist of five (5) day tours of eight (8) hours each, with two (2) consecutive days off duty. Any part of this section may be waived provided it is by mutual consent and in writing.

(c) *Lunch periods and breaks*. The lunch period shall be thirty (30) minutes. There shall be two (2) fifteen (15) minute breaks during the shift; one (1) to be taken prior to the lunch period and one (1) to be taken after the lunch period.

(d) *Shift trading policy*. With approval of the Chief or his designee, each Police Officer may be permitted to trade shifts with another Police Officer to work in their place within the same pay period provided:
(1) Such substitution is in the same classification as the Police Officer they are replacing. This provision may be waived provided the efficiency of the Police Department is not impaired and provided the affected supervisor(s) in charge agree(s) to the substitution;
(2) The officer in charge of the shift, or officer in charge, is notified not less than three (3) days prior to the substitution becoming effective, except in the case of emergency, when notification may be made by phone
(3) Neither the Police Department nor the City is held responsible for the enforcement of any agreement made between Police Officers, nor shall the Police Department nor the City incur any additional cost as a result thereof; and
(4) Shift trade agreements will be subject to a change in shift differential. Each Police Officer agreeing to a shift trade will receive the differential for the shift they worked.

(e) *K-9 compensation*. K-9 handlers will be compensated for kennel time pursuant to policy set by the Chief.

Sec . 16-33 – Promotion.

(a) For an individual to be eligible to be promoted to the rank of Patrolman First Class ("PFC"), they must have two (2) years of continuous satisfactory experience at the time of promotion in the rank of Patrolman at the Police Department.
(b) For an individual to be eligible to be promoted to the rank of Corporal, they must have two (2) years of continuous experience at the time of promotion in the rank of PFC at the Police Department.
(c) For an individual to be eligible to be promoted to the rank of Sergeant, they must have two (2) years of continuous experience at the time of promotion in the rank of Corporal at the Police Department.
(d) For an individual to be eligible to be promoted to the rank of Lieutenant, they must have four (4) years of continuous experience at the time of promotion in the rank of Sergeant at the Police Department.

Sec . 16-34 – Temporary Assignments

(a) The Chief may make temporary assignments of Police Officers to positions other than those they normally perform in order to meet the requirements of the operations of the Police Department.
(b) Temporary assignments shall be for a period of no more than sixty (60) workdays.
(c) Any position that requires more than sixty (60) workdays of temporary assignment shall be considered an open position, except in those instances where positions are open because of Police Officers being on approved leave.
(d) Special and/or temporary assignments will be posted. Said list will expire after sixty (60) days of posting and all Police Officers will be eligible to sign for said special and/or temporary assignments. Special qualifications, where pertinent, and length of service will be given consideration when selection for such assignment is made.
(e) Any Patrolman, Corporal and Sergeant who has an assignment other than patrol shift work can make a written request to be transferred back to the patrol unit, subject to the approval of the Chief. The Police Officer shall be granted the transfer no later than twenty (20) working days after the request.
(f) When courses/training assignments/schools are available, notice will be posted and all Police Officers will be eligible to sign for said courses/training assignments/schools. This list will expire after sixty (60) days of posting. Length of service will be given consideration in selecting candidates for courses/training assignments/schools. When less than ten (10) days' notice is given for training assignments/schools/seminars/etc., a sign up will not be required. Selection will be made by the Chief, giving consideration to special qualifications, subject matter, the Police Officer's assignment, last school attended and length of service.

Sec . 16-35 – Court time.

(a) Off duty Police Officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of two (2) hours at the rate of one and one-half (1 1/2) for both morning and afternoon appearances. Police Officers will be compensated at one and one half (1 1/2) for each hour in court after the initial two (2) hours.
(b) Police Officers shall have the option of taking compensation time in lieu of court pay. Compensation time accumulated from court time must be used within the quarterly period it was earned.
(c) Any time a Police Officer is summonsed to any court, for either a criminal or civil proceeding, outside the confines of Allegany County, for any action they took while in the performance of their duties for the City, the following procedure shall apply:
    (1) The Police Officer, with approval of the Chief, may have such court appearance constitute their regular shift or portion thereof for the particular day or days.
    (2) In the event said court appearance is not counted as a regular shift or portion thereof, the Police Officer shall be eligible for regular time payment or regular time off, to include reasonable travel time to the court site, subject to the approval of the Chief.
    (3) To the extent available and possible, travel to such court appearance will be in a City vehicle, unless the Chief approves use of a personal vehicle. In the event a personal vehicle is used, any payment received for travel from the applicable court will be offset against any mileage reimbursement claimed under the provisions of this article.
(d) A Police Officer summonsed to court while on sick leave or workers' compensation leave shall not be entitled to receive court time compensation unless authorized by the Chief or his designee.

Sec . 16-36 – Meal and travel allowance.

(a) *Personal vehicle mileage reimbursement.* Police Officers shall be reimbursed for use of their personal automobile at the current rate established by the Internal Revenue Service.

(b) *Travel reimbursement.* Police Officers shall be reimbursed according to the City's Travel and Expense Reimbursement Policy currently in effect.

Sec . 16-37 – Training time.

(a) Police Officers completing courses or seminars upon the prior approval of the Chief shall be reimbursed for the tuition upon presentment of a certificate or suitable document verifying or confirming the completion of said course or seminar.
(b) Police Officers who wish to attend a course or seminar which they deem to meet the criteria above shall have the right to seek an opinion from the Chief in advance of attendance as to whether or not that particular course or seminar would be eligible for reimbursement.
(c) Police Officers who are being granted reimbursement for attending courses or seminars shall be granted administrative leave to attend. A "work day" for the purposes of this section shall be defined by the provision of the Fair Labor Standards Act (FLSA) currently in effect.

Sec . 16-38 – Clothing allowance.

Police Officers assigned to a unit that requires them to wear plain clothes shall be paid a $425.000 clothing stipend in January and July, a total of $850.00 per fiscal year.

Sec . 16-39 – Holidays.

(a) The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

New Year's Day
Martin Luther King's Birthday
George Washington's Birthday
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Police Officer's Birthday

and shall be celebrated on such day as is legally designated therefore. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

(b) *Premium holidays*. When required to work on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, or Independence Day, the Police Officer will be paid at the rate of one and one-half (1 ½) for each hour worked. If the Police Officer volunteers or is held over from the previous shift or is "ordered" to work their regular leave day when they are not scheduled to work, the Police Officer shall be paid at a rate of double time for each hour worked.
(c) *Compensatory time for holiday work.* Those Police Officers assigned to twelve (12) hour shifts that

work a complete twelve (12) hour shift on any City recognized holiday will receive an additional four (4) hours compensatory time for the holiday.

Sec . 16-40 – Annual leave.

(a) *Policy*. It shall be the policy of the City that vacations are necessary to the health and well being of all its employees and that the time off shall be taken by every employee, except in unavoidable emergencies.

(b) *Accrual rates*.

(1) Vacation shall be adjusted to July 1st next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.

(2) Police Officers hired in the period January 1 to June 30 shall earn forty (40) hours vacation during the first fully completed fiscal year.

(3) Police Officers hired in the period July 1 to December 31 shall begin earning vacation at the rate of eighty (80) hours during the first fully completed fiscal year.

- Second Fiscal Year ..... 80 hours
- Third through Fourth Fiscal Year ..... 120 hours
- Fifth through Ninth Fiscal Year ..... 160 hours
- Tenth through Twenty-fourth Fiscal Year ..... 200 hours
- Twenty-fifth Fiscal Year and beyond ..... 240 hours

(c) Each Police Officer shall have the option of taking vacation in hour increments.

(d) *Scheduling of annual leave.* On a quarterly basis, Police Officers assigned to patrol shall submit vacation requests which shall be granted based upon rank/seniority with preferences granted to those requesting one or more week(s) in accordance with established practices.

(e) *Reservation costs*. Any reservation costs incurred by a Police Officer through rescheduling of their vacation by the City will be reimbursed, provided that the reservation costs are substantiated.

(f) *Cancellation or alteration*. Any Police Officer required to cancel or alter an approved vacation, or to return to work while on vacation, shall be compensated for the time actually worked at the rate of one and one-half (1 1/2) the regular rate, and all days worked shall be rescheduled. This section does not apply to mutually agreed cancellation of vacation.

(g) *Separation benefit.* Police Officers leaving employment with the City shall be reimbursed for all accrued vacation that they were entitled during the current year in accordance with the schedule. *(See Fringe Benefits Booklet.)*

(h) *Annual leave sell back policy*. Police Officers may sell back 50%, up to one hundred and twenty (120) hours, of their earned vacation each fiscal year. The opportunity to sell vacation time will be made available as of October 15th. Elections of how much leave shall be made by November 1 of each year.

(i) *Carry-over*. At the sole discretion of the Chief, a Police Officer shall have the opportunity to carry-over a mutually agreed to number of holiday/vacation days from one fiscal year to another for extraordinary circumstances.

(j) *Transfer of annual leave to sick leave.* Up to forty (40) hours of unused annual leave not addressed by section 16-39(i) will be credited to the Police Officer's accumulated sick leave at the conclusion of the fiscal year.

Sec . 16-41 – Sick leave.

(a) *Accrual rates*. Sick leave shall be earned at the rate of ten (10) hours per month including any portion thereof and will be cumulative in an unlimited amount. Earned sick leave shall be credited to the Police Officer's personnel record annually less the number of hours used during the fiscal year prior to said annual posting, which shall be July 1st.

(b) *Use of sick leave*. Sick leave shall be granted to Police Officers when they are incapacitated by sickness, injury or for medical examination or treatment. A Police Officer shall be able to use sick leave in hour increments.

(c) *Requesting sick leave*. In order to receive sick leave, Police Officers must notify their immediate supervisor or designated person in charge a minimum of one hour before roll call, except in the case of accident or sudden illness, in order that a replacement can be obtained if such is deemed necessary by the supervisor.

(d) *Medical certification*. Police Officers will be required to produce doctor's certificates when they are off from work for more than two (2) days in order to be paid for use of sick leave. The City will maintain a record of sick leave for each Police Officer. Whenever Police Officers are marked off sick, it will be assessed to their sick leave record.

(e) *Sick Leave Restriction.*

(1) If at any time a Police officer has more than three (3) sick leave occurrences within a twelve (12) month period, that individual will be placed on sick leave restriction. The Police Officer will be required to produce a doctor's certificate before returning to work from any sick leave occurrences while on sick leave restriction. The doctor's certificate will state the Police Officer's ability to return to work.

(2) Sick leave occurrences covered by medical certification shall not count towards the above referenced three (3) occurrences within a twelve (12) month period.

(3) Police Officers shall be given written notice whenever they are placed on sick leave restriction. Police Officers shall be given the opportunity to respond to the notice.

(4) Any Police Officer whose accumulation of sick leave occurrences drops below four (4) in a rolling twelve (12) month period, shall be removed from sick leave restriction.

(f) *FMLA*. In case of an extended sickness in which a Police Officer has exhausted his/her accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the Police Officer still has to be away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year. The City's FMLA policy, as amended from time to time, is incorporated by reference into this section.

(g) *Records*. Sick leave accumulated by Police Offers as of July 1, 2012 shall be credited to their personnel records to the extent not already credited.

(h) *Sick leave sell back.* All Police Officers who have a balance of at least six hundred (600) hours shall be entitled to a bonus for unused sick leave for a maximum of up to forty (40) hours. For each hour of sick leave used up to forty (40) hours a corresponding reduction in the hours available for bonus shall take place. Those hours for which pay is received under this section shall also be deducted from the accumulated sick leave account of the Police Officer. The Police Officer shall elect in writing by June 1 of each year, whether they wish to receive said bonus for the upcoming fiscal year. Sick leave balances shall be based on the Police Officer's available balance as of the last day of the fiscal year.

Sec . 16-42 – Other leave.

(a) *Bereavement leave*. All Police Officers shall be entitled to bereavement leave because of death in the family, with pay, beginning with the first day of permanent employment. There shall be no accumulation of such leave.

(1) Five (5) working days shall be granted in the death of a spouse, parent, spouse's parent, child, stepchild or stepparent of the Police Officer.

(2) Three (3) working days shall be granted in the death of a brother, sister, grandparent, half-brothers and half-sisters, and stepbrothers and stepsisters.

(3) One (1) working day for attendance at the funeral of a brother or sister of the Police Officer's current legal spouse, spouse's grandmother; spouse's grandfather and that this provision shall also apply if the spouse is deceased and the Police Officer is not remarried.

Said days shall be taken at time of death and funeral services or when funeral services are conducted beyond the usual normal time following death.

(b) *Emergency leave*. In addition, a Police Officer shall be entitled to leave in the event of an unexpected emergency arising with their immediate household, which said leave shall not exceed five (5) days in any one fiscal year, and when taken, shall be charged to the Police Officer's vacation for that fiscal year. If vacation is exhausted, such leave may be charged to sick leave.

(c) *Disability leave*. Police Officers who sustain injuries during the performance of police duties while in the employ of the City shall receive their regular rate during the period of temporary total disability, not to exceed one (1) year. The City reserves the right to void this Section in the event a Wage Continuation Insurance Program is instituted. Further, the City shall be responsible to pay the Police Officer only the amount necessary to equal 100% of the Police Officer's net and/or take home pay. Pay shall be calculated by taking the Police Officer's base hourly rate time 80 hours, less applicable taxes.

(d) *Jury duty*. Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, a Police Officer called for jury service or subpoenaed as a witness will be granted leave with pay.

Sec . 16-43 – Military training leave.

(a) *Definitions*.

(1) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard.

(2) "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.

(b) *Annual training*. Police Officers who are members of the National Guard, or of any Reserve Component of the Armed Forces of the United States, will be entitled to a leave of absence of fifteen (15) days without loss of time or annual leave, during which they are engaged in the performance of official duty as a result of being federalized, or while on annual training duty in this State, or in the United States, under competent orders. Additional time may be permitted at the discretion of the Chief upon receipt of competent orders. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state for their training.

(c) *Weekend training*. A reasonable effort shall be made by the Chief to alter the regularly scheduled work week of a Police Officer who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends.

Sec . 16-44 – Military service.

(a) It shall be the policy of the City to guarantee seniority to its Police Officers who volunteer or are called to active military service during a national emergency and a position upon their return to civilian life equal to the one they left, provided they make application within ninety (90) days after being released from military service under honorable conditions. Police Officers who volunteer or are called for active military service shall be paid at the date they leave Police Department employ for all accrued vacation to their credit at that date.

(b) The City and the Police Officers may discuss the current City military reimbursement practice in the Labor Management Relations Committee.

Sec . 16-45 – Leave of absence.

(a) *Eligibility*. Any Police Officer may, upon application in writing be granted a leave of absence by the Chief without pay for a period of up to one (1) year.

(b) *Effect on other actions*.

(1) Seniority shall accumulate during authorized leaves of absence related to personal illness, illness in the immediate family or disability. Police Officers shall be returned to the position they held at the time the leave of absence was requested.

(2) Seniority with respect to all other authorized leaves of absence shall be reassigned for any period equal to the period of separation.

Sec . 16-46 – Benefits.

(a) All Police Officers shall enjoy equal opportunity to participate in the health insurance program maintained by the City for other employees on the same terms and conditions as such insurance is made available to such of the City's employees.

(b) *Coverage during leaves of absence*. Premiums for health insurance coverage will continue to be paid for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness. All Police Officers with two (2) or more years of continuous employment shall receive paid hospital and medical insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness.

(c) *Co-Pay Schedule*.

(1) All Police Officers are entitled to Medical and Hospital Insurance coverage with premiums paid by the Police Officer based on the table below. Police Officers may choose from the following categories: Individual, Parent/Child, Husband & Wife, and Family

(2) *Insurance premiums*.

HIGH OPTION	City Percentage	Police Officer Percentage
Individual	80%	20%
2 Party	80%	20%
Family	80%	20%

LOW OPTION	City Percentage	Police Officer Percentage
Individual	90%	10%
2 Party	90%	10%
Family	90%	10%

(3) *Prescription benefit*. The City further agrees to provide prescription drug program coverage for the Police Officer either full-time or retired under the age of Medicare eligibility, and their immediate family. The prescription drug program coverage shall include a generic Ten Dollar ($10.00)/ Twenty Dollar ($20.00) Formulary/and Thirty-Five Dollar ($35.00) non- formulary drug plan.

(d) *Optical benefit*. The City will pay up to Two Hundred Dollars ($200.00) for eyeglasses, which shall include contact lenses, for a Police Officer if glasses are needed in the performance of duties. The Police Officer pays the cost of the eye examination. The Police Officer shall be eligible for this benefit no more frequently than once per fiscal year, subject to the below stipulation. If in the course of performing duties, a Police Officer's glasses are broken or damaged, the Police Officer shall immediately report this fact to his/her supervisor. All claims shall be investigated thoroughly by the supervisor before claims are approved for payment. If approved for payment, the Police Officer will be eligible for repair/replacement of glasses in an amount not to exceed Two Hundred Dollars ($200.00). In the event the Police Officer is eligible for or receives reimbursement from the party causing damage, any money so received will be refunded to the City up to the amount specified herein.

(e) *Life insurance*. The City shall provide life insurance in the amount of not less than Ten Thousand Dollars ($10,000) for each Police Officer.

(f) *Retiree Benefit*. Where a retired Police Officer whose premium is paid by the City, and who has been providing at his/her expense, coverage for his/her spouse, dies, the spouse may continue on the Employer's Group Hospitalization Insurance Program at the spouse's expense until the spouse's 65th birthday. The intent of this provision is to allow for insurance coverage for the spouse in the event of the death of the employee prior to eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. an increase or decrease in the eligibility age) shall amend the maximum age for the insurance continuation set forth above.

(g) The City and the Police Officers shall participate in a "Health Coalition" with the City's collective bargaining units to study plan design, utilization trends, quality control, measures, disease management and any other cost containment measures in an effort to enhance benefits and/or reduce the overall cost

of health insurance to the City and its participating employees. Any savings realized as a result of the Health Coalition will go towards labor cost initiatives agreed to by Health Coalition members..

Sec . 16-47 – Retirement.

Police Officers shall be members of the Pension System for the Law Enforcement Officers of the State of Maryland ("LEOPS") under certain terms and conditions. Those terms and conditions include an administrative fee of .25% (one quarter of one percent) of the Police Officers' base salary, payable to the City through payroll deduction, for administration of the LEOPS retirement system.

Sec. 16-48 – Labor Management Relations Committee.

(a) *Definition.* A Labor Management Relations Committee ("LMRC") is hereby established in order to foster cooperative labor relations between the City and Police Officers and to attempt to resolve matters that affect Police Officers.

(b) *Procedure*. The LMRC shall meet a minimum of twice a year to discuss workplace issues of concern to the City and Police Officers that cannot otherwise be resolved at a lower level. The City and Police Officers shall exchange proposed agenda items two (2) weeks in advance of each meeting. The City and the Police Officers shall each have the right to appoint no more than three (3) persons to serve on the LMRC.

Sec. 16-49 - Bulletin boards.

The City shall provide reasonable bulletin board space for Police Officers to post employment-related matters. .

Sec. 16-50 - Working conditions.

(a) *Personal protective equipment* . If any Police Officer is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished without cost to the Police Officer by the City.

(b) *Uniforms and equipment.*

(1) The City shall furnish equipment, clothing, shoes, and supplies for the protection of Police Officers in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief after consultation with the suppliers of these items. There shall be at least three (3) styles of shoes available.

(2) The City shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.

(3) The City shall provide for replacement of shoes when feasible.

(c) *Parking*. The City shall provide free parking for Police Officers while they are working their assigned shifts and also when they are on official City business, on the City lot adjacent to the Public Safety Building.

Sec. 16-51 - Notice of work rule changes.

The City will provide no less than fifteen (15) days notice of work rule changes for an opportunity for Police Officers to comment prior to implementation. For the purposes of this section a work rule shall be defined as an action affecting all of a shift or shifts' Police Officers.

Sec. 16-52 – Reduction in force.

In the case of reduction of forces or elimination of a position, Police Department seniority shall govern,

with fitness and ability being equal. Layoffs shall begin with those Police Officers having the least seniority by classification; provided, however, that any Police Officer scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower scale which the Police officer can perform without further training within said department. Police Officers shall be recalled according to seniority in the inverse order of layoff. A Police Officer shall return to work within ten (10) calendar days of written notice of recall by registered letter to the last recorded address or forfeit seniority rights, and be subject to loss of the job.

Sec. 16-53 – Safety and health.

In the event Police Officers believe they are experiencing workplace safety issues, they shall immediately report those issues to the attention of their immediate supervisors. Supervisors are to do everything reasonably necessary to eliminate the identified hazards. If the Police Officers believe that the hazards have not been eliminated with reasonable promptness, or that the supervisors have not taken reasonable steps in that regard, the Police Officers shall notify the Chief of Police who shall conduct an investigation and report his/her findings to the City Administrator.

Regular Council Agenda
June 16, 2015

Description

Ordinance (3 readings) - to enact Sections 16-26 to 16-53 of the City Code to set forth standards applicable to City of Cumberland Police Officers that were formerly covered under the terms of a collective bargaining agreement

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:** __June 16, 2015__

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

THAT, the bid of Hickes Associates, Inc. 8253 Old Route 22, Alexandria, PA 16611 for City Project "Water Filtration Plant Sodium Hypochlorite Conversion" (5-13-WFP), be and is hereby accepted in the base bid amount of Three Hundred Sixty-seven Thousand, Four Hundred Three Dollars and No Cents ($367,403.00); and

BE IT FURTHER ORDERED, that all other bids for this project be and are hereby rejected.

_____

Brian K. Grim, Mayor

Company	Bid Amount
Hickes Associates, Inc.	**$367,403.00**
Kukurin Contracting, Inc.	$376,360.00
M2 Construction, LLC	$417,900.00
Carl Belt, Inc.	$425,300.00

Funding: 002 299 XJ

CITY OF CUMBERLAND
20 Bedford Street
Cumberland, Maryland 21502

BID TABULATION AND REPORT

PROJECT NO. 5-13-WFP
WATER FILTRATION PLANT SODIUM HYPOCHLORITE CONVERSION

May 2015

Prepared by:

THE EADS GROUP, INC.
450 Aberdeen Drive
Somerset, Pennsylvania 15501
Phone: (814) 445-6551
Fax: (814) 443-2758
www.eadsgroup.com

PROJECT NO. 0320-13-385

THE EADS GROUP
www.eadsgroup.com

CITY OF CUMBERLAND

PROJECT NO. 5-13-WFP
Water Filtration Plant Sodium Hypochlorite Conversion

Bid Tabulation & Report
May 2015

A. INTRODUCTION

Bids for the City Of Cumberland – Project No. 5-13-WFP - Water Filtration Plant Sodium Hypochlorite Conversion Project were opened at 2:00 P.M. on May 20, 2015 at the City of Cumberland Office of the City Clerk. This Report is presented as our review of the bids received and a recommendation for award of this Project.

B. BID RESULTS

1. General

Four (4) bids were received for this Project; refer Appendix 1 for a summary of the bids received. The total bids ranged from $367,403.00 to $425,300.00. The low bidder based on the total base bids received is Hickes Associates, Inc., in the amount of $367,403.00.

Hickes Associates, Inc. has provided a Bid Bond for ten percent (10%) of their bid amount. The surety company is Ohio Casualty Insurance Company. They are listed on the U.S. Treasury Department's most current list (Circular 570, as amended).

2. Bid Documents

Attached in Appendix 2 is the Bid Package received from Hickes Associates, Inc., which includes the Form of Proposal and Bid Bond for Project No. 5-13-WFP.

C. RECOMMENDATION

Hickes Associates, Inc. has satisfactorily performed work similar to this Contract. We have contacted the Bidder and they are confident with their price. We recommend awarding Project No. 5-13-WFP in the amount of their Total Base Bid of $367,403.00 to Hickes Associates, Inc.

Respectfully Submitted,
THE EADS GROUP, INC. (Somerset)

By: Joshua G. Kalp, P.E.

STATE OF MARYLAND
JOSHUA G. KALP
41131
PROFESSIONAL ENGINEER

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
JOSHUA GLENN KALP
ENGINEER
PE078160

APPENDIX 1

SUMMARY OF BIDS RECEIVED

CITY OF CUMBERLAND
PROJECT NO. 5-13-WFP
WATER FILTRATION PLANT SODIUM HYPOCHLORITE CONVERSION

BID SUMMARY AND TABULATION REPORT
Bids Opened: May 20, 2015

Bid Summary

Contractor	Total Bid Amount
1. CARL BELT, INC.	$425,300.00
2. **HICKES ASSOCIATES, INC.**	**$367,403.00**
3. KUKURIN CONTRACTING, INC.	$376,360.00
4. M2 CONSTRUCTION, LLC	$417,900.00

The "Low Responsible Bidder" is indicated in **bold** print.

Project No. 5-13-WFP -Bid Tabulation

Div. No.	Description	Quan.	Unit	CARL BELT, INC. Total Price	**HICKES ASSOCIATES, INC.** Total Price	KUKURIN CONTRACTING, INC. Total Price	M2 CONSTRUCTION, LLC Total Price
1.	General Requirements	1	LS	$15,000.00	$47,160.00	$15,682.00	$62,500.00
2.	Site Work	1	LS	$59,300.00	$136,884.00	$20,580.00	$82,000.00
3.	Concrete Work	1	LS	$13,700.00	$7,815.00	$42,751.00	$46,200.00
4.	Masonry	1	LS	$2,300.00	$1,815.00	$110.00	$2,300.00
5.	Metal Fabrications	1	LS	n/a	$13,590.00	$220.00	$2,000.00
6.	Carpentry	1	LS	$16,000.00	$2,000.00	$13,493.00	$5,600.00
15.	Mechanical	1	LS	$319,000.00	$158,139.00	$283,524.00	$217,300.00
~~16.~~	~~Electrical~~ - Item Omitted, Addendum No. 1	~~1~~	~~LS~~	n/a	n/a	n/a	n/a
	TOTAL BID FOR PROJECT NO. 5-13-WFP			$425,300.00	**$367,403.00**	$376,360.00	$417,900.00

I hereby certify that this Tabulation was prepared from individual Bid Proposals received, opened, and read aloud on May 20, 2015 at 2:00 P.M., Prevailing Time is true and correct.

Joshua G. Kalp, P.E. - The EADS Group, Inc.

STATE OF MARYLAND JOSHUA G. KALP 41131 PROFESSIONAL ENGINEER

COMMONWEALTH OF PENNSYLVANIA REGISTERED PROFESSIONAL JOSHUA GLENN KALP ENGINEER PE078150

APPENDIX 2

HICKES ASSOCIATES, INC.
BID SUBMISSION

CITY OF CUMBERLAND
PROJECT NO. 5-13-WFP – WATER FILTRATION PLANT
SODIUM HYPOCHLORITE CONVERSION

FORM OF PROPOSAL

DEPOSIT AND OPENING OF BIDS

C.1 Separate and sealed bids for Project No. 5-13-WFP, addressed to the Mayor and City Council of Cumberland, Office of the City Clerk, City Hall, 57 N. Liberty Street, Cumberland, Maryland 21502, will be received at the City of Cumberland office located at 20 Bedford Street, Cumberland, Maryland 21502 until 2:00 P.M., Prevailing Time on Wednesday, May 20, 2015. At 2:20 P.M. on that date, the bids will be publicly opened and read aloud at the same location.

C.2 IMPORTANT – BE SURE TO SHOW FIGURES IN INK OR TYPEWRITTEN, SIGN THE BID FORM AND ATTACH AS A PROPOSAL GUARANTY A CERTIFIED CHECK, DRAWN BY DEPOSITIOR TO THE CITY OF CUMBERLAND, OR BID BOND EXECUTED BY THE BIDDER AND A SURETY COMPANY, IN THE AMOUNT OF AT LEAST TEN PERCENT (10%) OF THE TOTAL BID.

Bid of Hickes Associates, Inc.
Name

8253 Old Route 22, Alexandria, PA 16611
Address

to furnish all labor, equipment and materials and to perform all work in a substantial and workmanlike manner, in accordance with the contract documents as prepared by The EADS Group, Inc., 450 Aberdeen Drive, Somerset, Pennsylvania 15501, and as indicated on the contract drawings.

C.3 This bid must be filled in by the bidder in ink, or typewritten, and any omission of bid prices, where a bid is made, will be sufficient to cause rejection of bid as informal. Owner reserves the right to reject any and all bids, and to waive any informalities, defects, or irregularities in the bids.

C.4 In accordance with the advertisement of the City of Cumberland inviting bids for and in conformity to the contract documents on file at the office of The EADS Group, Inc. and the supplements and revisions attached hereto and made a part hereof, the bidder herby certifies that bidder is the only person(s) interested in this bid as principal(s); that it is made without collusion with any persons, firm or corporation; that an examination has been made of the contract documents, and the principal(s) has (have) had sufficient time to investigate and is (are) satisfied as the character of the contract, that bidder proposes to furnish and deliver necessary services required for Project No. 5-13-WFP.

C.5 It is further proposed to execute the contract in accordance with the requirements of the contract documents, to begin work on the date specified in the Notice to Proceed, and to fully complete all the work within 120 consecutive calendar days from the date anticipated for award of the Contract by the Owner.

C.6 It is understood that if work is not substantially complete within the time specified on the Notice to Proceed, or such extensions thereof as may be granted in accordance with the specifications, Contractor shall pay the Owner liquidated damages in the amount of $500.00 for each and every consecutive calendar day thereafter, until the work shall be completed and accepted.

C.7 Enclosed is a depositor's check certified by (name of bank of deposit) or a bid bond executed by bidder and (name of surety)

Ohio Casualty Insurance Company

in the amount of that least ten percent (10%) of the total amount bid, made payable to CITY OF CUMBERLAND as a proposal guaranty which, it is understood, will be forfeited in case Contractor fails to execute and return the contract in accordance with the requirements of the specifications.

TO BE FILLED IN IF ADDENDA ARE ISSUED:

C.8 Bidder acknowledges receipt of addenda hereinafter enumerated, which have been issued during the period of bidding, and agrees that said addenda shall become a part of this contract. Bidder shall list below the numbers and issuing date of the addenda received.

ADDENDUM NO.	1	ISSUING DATE	4/22/15
ADDENDUM NO.	2	ISSUING DATE	5/12/15
ADDENDUM NO.	3	ISSUING DATE	5/14/15
ADDENDUM NO.		ISSUING DATE	

C.9 As previously stated in the Information for Bidders, Project No. 5-13-WFP shall be awarded to the lowest bid submitted by a responsible Bidder as determined by the Owner provided such bid falls within the financing ability of the Owner.

C.10 Contractor agrees the Alternate Bid Items shown on Pages C-4 through C-5 may be used to adjust the Total Base Bid in the event any of the Alternates are selected and the Contract shall be awarded to the lowest Total Bid resulting.

C.11 Bidder agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Lump Sum and/or unit prices.

C.12 The lump sum prices and TOTAL BASE BID price under this proposal are:

CITY OF CUMBERLAND
PROJECT NO. 5-13-WFP – WATER FILTRATION PLANT
SODIUM HYPOCHLORITE CONVERSION

PROJECT NO. 5-13-WFP – TOTAL BASE BID

Div. No.	Description	Quan.	Unit	Total Price
1.	General Requirement	1	LS	$ 47,160 -
2.	Site Work	1	LS	$ 136,884 —
3.	Concrete Work	1	LS	$ 7,815 -
4.	Masonry	1	LS	$ 1,815 -
5.	Metal Fabrications	1	LS	$ 13,590 -
6.	Carpentry	1	LS	$ 2,000 -
15.	Mechanical	1	LS	$ 158,139 -
16.	Electrical	1	LS	$ 0
	TOTAL BASE BID PROJECT NO. 5-13-WFP			$ 367,403 -

SIGNATURES

WHEN THE BIDDER IS AN INDIVIDUAL:

_____ _____ (SEAL)
Witness Contractor – Individual

- -

WHEN THE BIDDER IS A PARTNERSHIP:

_____ (SEAL)
WITNESS: Contractor – Partnership

_____ _____ (SEAL)
Partner

_____ _____ (SEAL)
Partner

_____ _____ (SEAL)
Partner

_____ _____ (SEAL)
Partner

- -

WHEN THE BIDDER IS A CORPORATION:

Hickes Associates, Inc. (SEAL)
Contractor – Corporation

(CORPORATE SEAL)

ATTEST:
Secretary (Assistant) Cynthia L. Ross

President (Vice) Jack D. Isett

The Hickes Associates, Inc. is a corporation organized and existing under the laws of Pennsylvania and has ~~(has not)~~ been granted a certificate of authority to do business in Maryland.

The _____ is an individual or partnership trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Maryland and Pennsylvania.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hickes Associates, Inc., 8253 Old Route 22, Alexandria, PA 16611 as Principal, and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto City of Cumberland Maryland, 57 N. Liberty St., Cumberland, MD 21502 as Owner in the penal sum of $ Not To Exceed Ten Percent of Bid Amount 00/100 (10%) , for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 4th day of May , 20 15 .

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto, and hereby made a part thereof, to enter into a contract in writing for the Water Filtration Plant Sodium Hypochlorite Conversion - City Project No. 5-13-WFP .

NOW THEREFORE,

A. If said BID shall be rejected, or in the alternate,

B. If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Hickes Associates, Inc.

Jack D. Isett Principal Vice President

SEAL

The Ohio Casualty Insurance Company

Andrew D. Cipar Surety
Attorney In Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6760939

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew D. Cipar; Penny E. Shope; Stanley E. Cipar, Jr.

all of the city of Huntingdon, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2015.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COMPLIANCE STATEMENT

This Statement relates to a proposed contract with City of Cumberland

(Name of Borrower or Grantee)

who expects to finance the contract with assistance from the various agencies of the United States Government. I am the undersigned bidder or prospective contractor. I represent that

1. I have X, have not _____, participated in a previous contract or subcontract subject to exclusive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I have X, have not _____, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for $50,000 or more and I have 50 or more employees, I also represent that - - -

3. I have _____, have not _____, previously had contacts subject to the written affirmative action program requirements of the Secretary of Labor.

4. If I have participated in such contract or subcontract, I have _____, have not _____, developed and place on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the funding agency or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means nay waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods), I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific periods of time).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACITLITIES

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32.F.R.7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provision of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period of (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S. C1001.

Date: May 20, 2015

(Signature of Bidder or Prospective Contractor)
Jack D. Isett, Vice President

Address: 8253 Old Route 22

Alexandria, PA 16611
Zip Code

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Jack D. Isett
(Signature)

May 20, 2015
(Date)

Jack D. Isett, Vice President
(Name and Title of Signer – Please Type)

NON-COLLUSION AFFIDAVIT
OF PRIME BIDDER

State of Pennsylvania

County of Huntingdon

Jack D. Isett, being first duly sworn, deposes and says that:

(1) He is Vice President Owner, Partner, Officer, Agent or Representative of Hickes Associates, Inc., the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or price in the attached bid or of any other Bidder, or to fix any other overhead, profit or cost element for the Bid prices or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cumberland or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Jack D. Isett (Signed) — Vice President (Title)

Subscribed and sworn to before me the 30th day of May, 2018.

Virginia A. McIlroy (Title) Notary Public — April 23, 2019 (Commission Expires)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Virginia A. McIlroy, Notary Public
Porter Twp., Huntingdon County
My Commission Expires April 23, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Regular Council Agenda
June 16, 2015

Description

Order accepting the bid of Hickes Associates, Inc. for City Project "Water Filtration Plant Sodium Hypochlorite Conversion Construction" (15-13-WFP) in the base bid amount of $367,403.00

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to accept the recommendation of the Engineer of Record, The EADS Group, and award City Project 15-13-WFP, Water Filtration Plant Sodium Hypochlorite Conversion Construction project to the low bidder, Hickes Associates, Inc., in the base bid amount of $367,403.00. Three other bids were received: Kukurn Contracting, Inc. in the amount of $376,360.00; M2 Construction, LLC in the amount of $417,900.00 and Carl Belt, Inc. in the amount of $425,300.00.

☑ Budgeted

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

Value of Award (if applicable)

$376,403.00

Source of Funding (if applicable)

002 299 XJ

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** June 16, 2015

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the existing contract with Arnold's Lawn Care, 143 E. Offutt Street, Cumberland, MD 21502, for the "2014 Grass Mowing Contract (02-14-M)" in the increased amount of Two Thousand, Nine Hundred Eighty-Five Dollars and No Cents ($2,985.00), bringing the total contract amount to Fifty-six Thousand, Nine Hundred Eighty-five Dollars and No Cents ($56,985.00); and

BE IT FURTHER ORDERED, that seven (7) additional calendar days shall be added to the contract to extend the contract term to July 7, 2015.

_____

Brian K. Grim, Mayor

Original Contract Amount	$ 39,100.00
Change Order No. 1	$ 14,900.00
Change Order No. 2	$ 2,985.00
New Contract Amount	$ 56,985.00

City of Cumberland

Change Order Number: 2

Project: 2014 Grass Mowing Contract
City Project No.: 08-14M
Purchase Order No.: 15-0000094-101
M&CC Order No.: 25684
Contractor: Arnold's Lawn Care
Vendor No.: 306207

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

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add (EXT)	EA	1	$ 200.00	Public Safety Building		$200.00
Add (EXT)	EA	1	$ 200.00	City Hall Weeding, Trim Trees and Bushes		$200.00
Add (EXT)	EA	1	$ 150.00	Memorial Hospital long strip and parking lot		$150.00
Add (EXT)	EA	1	$ 200.00	Park Reservoir (FH) inside fence around pump station		$200.00
Add (EXT)	EA	1	$ 275.00	McMullen Bridge/ Giaritta Park		$275.00
Add (EXT)	EA	1	$ 150.00	High Bedford Street		$150.00
Add (EXT)	EA	1	$ 110.00	Evergreen Terrace		$110.00
Add (EXT)	EA	1	$ 20.00	Chamber of Commerce		$20.00
Add (EXT)	EA	1	$ 150.00	Oldtown RD @ Maryland Ave		$150.00
Add (EXT)	EA	1	$ 110.00	Williams RD @ Old Williams RD		$110.00
Add (EXT)	EA	1	$ 200.00	Queen City Drive		$200.00
Add (EXT)	EA	1	$ 30.00	Braddock RD and Greene Street		$30.00
Add (EXT)	EA	1	$ 30.00	Buckingham RD and Windsor RD		$30.00
Add (EXT)	EA	1	$ 20.00	Seton Dr. and Bishop Walsh RD		$20.00
Add (EXT)	EA	1	$ 30.00	Mt. Vernon (Baltimore Ave) Steps		$30.00
Add (EXT)	EA	1	$ 30.00	Chestnut St & Independence (corner lots)		$30.00
Add (EXT)	EA	1	$ 125.00	Central Ave and Liberty Gardens		$125.00
Add (EXT)	EA	1	$ 110.00	Kentucky Ave @ New Hampshire Ave		$110.00
Add (EXT)	EA	1	$ 50.00	113-115 Independence Street		$50.00
Add (EXT)	EA	1	$ 60.00	Baker Street		$60.00
Add (EXT)	EA	1	$ 70.00	600 Washington Street (steps)		$70.00
Add (EXT)	EA	1	$ 30.00	Pine Ave @ Central Ave		$30.00
Add (EXT)	EA	1	$ 30.00	First Street @ Arch Street		$30.00
Add (EXT)	EA	1	$ 40.00	464 Baltimore Ave		$40.00
Add (EXT)	EA	1	$ 30.00	446 Bond Street		$30.00
Add (EXT)	EA	1	$ 40.00	106 W. First Street		$40.00
Add (EXT)	EA	1	$ 30.00	231 Henderson Ave		$30.00
Add (EXT)	EA	1	$ 30.00	313 Broadway Ave		$30.00
Add (EXT)	EA	1	$ 125.00	Ridgedale Water Tank		$125.00
Add (EXT)	EA	1	$ 40.00	478-480 Baltimore Ave		$40.00
Add (EXT)	EA	1	$ 40.00	910 Maryland Ave		$40.00
Add (EXT)	EA	1	$ 30.00	319-321 Columbia Street		$30.00
Add (EXT)	EA	1	$ 30.00	27 Ridgeway Terr		$30.00
Add (EXT)	EA	1	$ 40.00	Grand Ave		$40.00
Add (EXT)	EA	1	$ 20.00	Island @ Walsh McCaugh		$20.00
Add (EXT)	EA	1	$ 60.00	Oldtown RD @ White Oaks Plaza		$60.00
				Total Change Order Amount:		$2,985.00

The Original Contract Sum was:	$39,100.00
Previous Change Orders:	$14,900.00
Contract Sum as a result of Previous Change Orders:	$54,000.00
The Contract Sum increased/decreased by this Change Order:	$2,985.00
The New Contract Sum as a result of this Change Order is:	**$56,985.00**
Contract Time Change:	**7 calendar days**

Recommended by: _____ *Date*
Assistant Street Superintendent

Contractor: Arnold Lawn Care _____
_____ *Date*

The City of Cumberland: _____ *Date*

Accepted by: _____
Director of Engineering

_____ *Date*

Approved By: _____
City Administrator

_____

Mayor and City Council Order Number Authorizing this Change Order:

Regular Council Agenda
June 16, 2015

Description

Order authorizing Change Order No. 2 to the existing contract with Arnold's Lawn Care for the "2014 Grass Mowing Contract (02-14-M)" in the increased amount of $2,985.00, bringing the new contract amount to $56,985.00, and authorizing seven (7) additional calendar days to bring the contract term end to July 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:** __June 16, 2015__

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP grant entitled "**Electronic Evidence Training - LETS**," in the amount of Four Thousand, Seven Hundred Thirty Dollars and No Cents ($4,730.00) for training for one (1) Cumberland Police Department detective in Cellebrite cell phone analyst hardware and software, including registration and travel expenses.

_____

Brian K. Grim, Mayor

Grant: BJNT-2011-0015

300 E. Joppa Road, Suite 1105
Baltimore, Maryland 21286-3016
410-821-2828 / TOLL FREE: 1-877-687-9004
FAX: 410-321-3116
INFO@GOCCP.STATE.MD.US
WWW.GOCCP.MARYLAND.GOV

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Christopher B. Shank
Executive Director

June 02, 2015

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

RE: BJNT-2011-0015

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled **"Electronic Evidence Training – LETS"**, in the amount of $4,730.00 has received approval under the Interest on BJAG - Justice Assistance Grant program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

> The Cumberland Police Department Electronic Evidence Training program enhances detectives skills and knowledge through specialized training. The program allows one officer to attend the Cellebrite Certified Logical Operator / Physical Analyst training to be held from May 27 - 31, 2015. The training provides information on Cellebrite cell phone analyst hardware and software. Grant funds provide registration and travel expenses.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by GOCCP are located online, at http://www.goccp.maryland.gov/grants/general-conditions.php. The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and return it to the Governor's Office of Crime Control and Prevention within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, GOCCP must be notified immediately to avoid potential reporting problems.

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

If you have any questions or need any clarification regarding this Grant Award, please contact **Lashonde Beasley**, your Regional Monitor, or **Andrew Galarza**, Fiscal Specialist, at (410) 821-2828. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

Edward Parker
Deputy Director

cc: Lieutenant Chuck Ternent

5/26/2015

Control Number: 30090
GOCCP Regional Monitor: Beasley, Lashonde
GOCCP Fiscal Specialist: Galarza, Andrew

Governor's Office of Crime Control & Prevention

Grant Award & Acceptance Form

Grant Award Number: BJNT-2011-0015
Sub-recipient: Cumberland Police Department
Project Title: Electronic Evidence Training – LETS
Implementing Agency: Cumberland Police Department
Award Period: **05/01/2015 - 06/30/2015**

CFDA: 16.738

Funding Summary			
	Grant Funds	100.0 %	**$4,730.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$4,730.00**

Budget Version: 0

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

Interest on BJAG - Justice Assistance Grant

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

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

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

FOR THE STATE OF MARYLAND:

Deputy Director
Governor's Office of Crime Control & Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

Return original form signed in blue ink to:
GOCCP
300 E. Joppa Road, Suite 1105
Baltimore, MD 21286-3016
Attention: Control Desk

Int 2011-DJ-BX-2311

Governor's Office of Crime Control & Prevention

GOCCP Regional Monitor: Beasley, Lashonde
GOCCP Fiscal Specialist: Galarza, Andrew

Budget Notice

Grant Award Number: BJNT-2011-0015
Sub-recipient: Cumberland Police Department
Project Title: Electronic Evidence Training – LETS
Implementing Agency: Cumberland Police Department
Award Period: **05/01/2015 - 06/30/2015**

CFDA: 16.738

Funding Summary			
	Grant Funds	100.0 %	**$4,730.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$4,730.00**

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
Lodging	Grant Funds	5	$122.00	$610.00
Meals (($45/day)	Grant Funds	6	$45.00	$270.00
			Travel Total:	$880.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Tuition	Grant Funds	1	$3,850.00	$3,850.00
			Other Total:	$3,850.00

Approved: _____ **Effective Date: 5/21/2015**
GOCCP Authorized Representative

Regular Council Agenda
June 16, 2015

Description

Order authorizing the Chief of Police to accept a grant entitled Electronic Evidence Training - LETS in the amount of $4,730.00 to provide advanced training to a Cumberland Police Department detective in cell phone analytical investigations

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

$4,730

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __June 16, 2015___

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

THAT, Order No. 25,820 be and is hereby rescinded due to a clerical error; and

BE IT FURTHER ORDERED, that property located at 222 Washington Street, owned by Allegany Development Company, Inc. (Tax Account #06-004741) be and is hereby granted an Historic District Property Tax Credit in the amount of One Thousand, Four Hundred Seventy-seven Dollars and Fifty-two Cents ($1,477.52), to be used within five (5) years; and

BE IT FURTHER ORDERED, that no property tax assessment freeze be applied due to a less than 10% improvement value; and

BE IT FURTHER ORDERED, that this application was approved by the Historic Preservation Commission at their meeting on April 8, 2015.

_____

Brian K. Grim, Mayor

Historic District Tax Incentive Program

Staff Recommendation
By Kathy McKenney
222 Washington Street
Owner: Allegany Development Company Inc.
Contact: Janice McClintock
Tax Account #: 06-004741

A Historic District Tax Incentive Application has been received from the owner of the property located at 222 Washington Street. Based on research, calculations, and materials received, I would like to make the following recommendation:

- City of Cumberland property tax credit recommended in the amount of $1,477.52 (10% of total eligible project costs of $14,775.22). The credit will be applied to real estate property taxes and is valid for a total of five years. Any credits remaining after that time will expire.
- Property tax assessment freeze recommended for 0 year due to a less than 10% improvement value based on a calculated pre-improvement market (Tax Year = 2013) value of $200,467.00. This is a commercial property.

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 25,820 **DATE:** June 2, 2015

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

THAT property located at 222 Washington Street, owned by Allegany Development Company, Inc. (Tax Account # 06-004741) be and is hereby granted an Historic District Property Tax Credit in the amount of Fourteen Thousand, Seven Hundred Seventy-five Dollars and Twenty-two Cents ($14,775.22) to be used within five (5) years; and

BE IT FURTHER ORDERED, that no property tax assessment freeze be applied due to a less than 10% improvement value; and

BE IT FURTHER ORDERED, that this application was approved by the Historic Preservation Commission at their meeting on April 8, 2015.

Mayor Brian K. Grim

JUN 0 2 2015

Regular Council Agenda
June 16, 2015

Description

Order rescinding Order No. 25,280 and approving an Historic District Tax Credit for property at 222 Washington Street (Tax Acct. #06-004741) owned by Allegany Development Company, in the amount of $1,477.52 to be used within 5 years, and approving no property tax assessment freeze due to a less than 10% improvement value.

Approval, Acceptance / Recommendation

A clerical error was made on the previous Order. This order will rescind Order No. 25,280 and approve the correct tax credit amount.

☐ 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:** June 16, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Grant Agreement by and between the Mayor and City Council of Cumberland and the MD Department of Transportation to provide grant funds in an amount not to exceed Seventy-eight Thousand Five Hundred Fifteen Dollars ($78,515.00) for the installation of bicycle signs and pavement marking on Bedford and Mechanic Streets; and

BE IT FURTHER ORDERED, that the City shall contribute matching funds in the amount of Seven Thousand, Eight Hundred Fifty-one Dollars and Fifty Cents ($7,851.50).

_____

Brian K. Grim, Mayor

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF CUMBERLAND

THIS GRANT AGREEMENT ("Agreement") executed in triplicate and entered into this _____ day of _____, 201_, by and between the Maryland Department of Transportation ("Department") and the City of Cumberland ("Grantee").

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2014-2019 Consolidated Transportation Program-2014 State Report on Transportation a total of Fifteen Million Eight Hundred Eighty Three Thousand Dollars ($15,883,000) for the Maryland Bikeways Program ("Program");

WHEREAS, the Department budgeted within the Program Seventy Eight Thousand Five Hundred Fifteen Dollars ($78,515.00) to design and install bicycle route signs and pavement markings on Bedford and Frederick Streets between Mechanic Street (including the connecting block of Mechanic Street) and the County line in Cumberland, Maryland (the "Project");

WHEREAS, the Grantee has committed Seven Thousand Eight Hundred Fifty One Dollars and Fifty Cents ($7,851.50) in Grantee matching funds;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State's transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Project will link major residential areas to downtown Cumberland, provide access to City Hall, the Public Safety Building and connect to a planned bicycle route along Mechanic and Centre Streets;

WHEREAS, the Project is consistent with the City's 2008 Trails and Bikeways Master Plan and includes opportunities for public input;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2008 Replacement Volume, 2011 Cum. Supp.) authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.

2. The Department hereby grants to the Grantee a sum not to exceed Seventy-Eight Thousand Five-Hundred Fifteen Dollars ($78,515) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:

   a. Finalizing project design in compliance with relevant guidelines;

   b. Removal of existing pavement markings, as needed;

   c. Purchase or fabrication of materials for signs and pavement markings;

   d. Installation of pavement markings and bicycle route signs;

   e. Preparation of quarterly status reports and final reports, as requested by the Department; and

   f. Monitor and supervise compliance with all provisions in this Agreement.

3. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking on Accessibility Guideline for Shared Use Paths.

4. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

5. The Grantee shall require all contractors and subcontractors, prior to commencement of work on the Project, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence;

b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence;

c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of $500,000 aggregate and $200,000 each occurrence, and $30,000 per person, $60,000 per accident for bodily injury and $15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. The Grantee shall have the right to self-insure.

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

6. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act, currently found at Maryland Annotated Code, State Government, Section 12-101.

7. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from other funding sources other than the Maryland Bikeways Program to complete the Project.

8. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

(a) actual expenditures incurred by the Grantee in connection with the Project;

(b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by the Department to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice must be submitted with a Final Report as stipulated by the Department. The final invoice will not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

9. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

10. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on September 25, 2015, whichever is sooner.

11. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

(a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;

(b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation

under this Agreement, shall not constitute a waiver of any claim which the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

12. The Grantee shall maintain separate and complete accounting records which are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

13. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

14. This Agreement may be modified only by written instrument, executed by the Department and the Grantee.

15. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland the Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

16. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

17. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

18. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

19. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

20. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

(a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;

(b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;

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

21. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

(a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;

(b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or

(c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age,

ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

22. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

23. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

24. If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

(a) such provision shall be fully severable;

(b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and

(c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

25. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

26. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 18 of this Agreement, their assigns.

27. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Mail to the following addressees:

In the case of MDOT:

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076

In the case of the Grantee:

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

The next page is the signature page.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

WITNESS:

_____

MARYLAND DEPARTMENT OF TRANSPORTATION

By: _____
Dennis Schrader
Deputy Secretary

FUNDS AVAILABLE:

_____
David L. Fleming, Chief Financial Officer
Office of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant Attorney General
Maryland Department of Transportation

WITNESS:

_____

_____

CITY OF CUMBERLAND, MARYLAND

By: _____

_____

Regular Council Agenda
June 16, 2015

Description

Order authorizing the execution of a Grant Agreement with the Maryland Department of Transportation for the installation of bicycle signs and pavement markings on Bedford and Frederick Streets for an amount not to exceed $78,515; with the City providing matching funds in the amount of $7,851.50

Approval, Acceptance / Recommendation

It is the recommendation of the Engineering Department to execute the grant agreement with The Maryland Department of Transportation in the amount of $78,515.00 to design and install bicycle signs and pavement markings on Bedford and Frederick Streets between Mechanic Street (including the connecting block of Mechanic Street).

The Engineering Department is currently working on plan revisions to eliminate the proposed bike lane on the concrete section of Frederick Street. "*Share the Road*" and "*Bikes may use full lane*" signs will be used on Frederick and Bedford Streets. Actual work is expected to be done later this summer after SHA reviews and approves the final plans.

☐ 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:** June 16, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland and Wayne E. Brown and Marion L. Brown, whereby the Browns agree to donate to the City, two parcels of property (Parcel One - Tax ID No. 22-009672 and Parcel Two – Tax ID No. 22-00966), in "AS IS" condition, located on Pine Avenue, and providing for certain contingencies for the donation.

_____

Brian K. Grim, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Wayne E. Brown and Marion L. Brown** (the "Browns") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date.".

RECITALS

WHEREAS, the Browns own the parcels of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Properties":

A. Tax Id No. 22-009672; described as Parcel One in the deed recorded in Land Records of Allegany County, Maryland at Deed Liber 677, folio 800; and

B. Tax Id. No. 22-00966; described as Parcel Two in the same deed;

WHEREAS, the Browns have offered to donate the Properties to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

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

WITNESSETH:

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

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

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

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

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

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

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

6. **Risk of Loss.** The Properties shall to be held at the risk of the Browns until legal title has passed to the City.

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

> **(i)** The amount of cash and a description (but not value) of any property other than cash contributed.
> **(ii)** Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
> **(iii)** A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

7. **Possession.** The Browns agree to give possession and occupancy of the Properties to the City upon the completion of closing.

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

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

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

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

12. **Breach of Agreement and Default.** The City and Browns are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the Browns may pursue any legal or equitable rights which may be available to them. If the Browns fail to make full settlement or are in default due

to its failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

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

To the Browns:

Mr. & Mrs. Wayne E. Brown
315 Pearl Street
Cumberland, MD 21502

To the City:

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

with a copy to:

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

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

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or

part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

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

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

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

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

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

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

WITNESS/ATTEST:

Wayne E. Brown (SEAL)
Wayne E. Brown

6-11-15
Date

Marion L. Brown (SEAL)
Marion L. Brown

6-11-15
date

MAYOR AND CITY COUNCIL CUMBERLAND

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

_____
date

_____
Marjorie A. Woodring,
City Clerk

Regular Council Agenda
June 16, 2015

Description

Order authorizing the execution of a Donation Agreement with Wayne E. and Marion L. Brown, whereby the Browns agree to donate two parcels of property on Pine Avenue in "AS IS" condition (Tax ID No. 22-009672 and No. 22-00966) and providing for certain contingencies for the donation

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:** _____June 16, 2015_____

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and Corner Grille LLC t/a The Grape Cow, to allow for the use of areas of public right-of-way in front of the establishment for outside café dining; and

BE IT FURTHER ORDERED, that the term of this agreement shall commence on June 16, 2015, and shall terminate on March 31, 2016, unless sooner terminated as provided for in the Agreement.

_____

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 **BALTIMORE STREET GRILL** ("Leessee")**.**

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 1, 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 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 restaurant. At all other times, said furnishings must be stored inside the restaurant.

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:
_____
_____

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

Regular Council Agenda
June 16, 2015

Description

Order authorizing the execution of a Lease Agreement with the Corner Grille LLC t/a The Grape Cow, located at 171 N. Centre Street, to allow outside dining on a portion of the public right of way in front of the establishment, for the term June 16, 2015 through March 31, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Queen City Marathon for *ActiveWater*

PO Box 31, Cumberland, MD 21502
queencitymarathon@gmail.com
www.runthequeencity.com
Staci Calder, Race Director 301-268-2673

RCVD
CLERK'S OFFICE
2015MAY28 PM 3:50

To: City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

May 27, 2015

Dear Mayor Grim & City Officials:

On behalf of the Queen City Striders, I am seeking your support for the **2016 Queen City Marathon for *ActiveWater*** on Saturday, April 2, 2016 at 8:00 AM.

We are proud to say that despite frigid temperatures, the 2015 event was a success! We had over 100 registered runners, including people from all over the United States. We also had over 100 local volunteers throughout the course. We are now researching and discussing ways to continue to make the event grow, including having an option for a shorter "metric marathon" distance this year.

Our run 26.2 mile course was certified by the USATF to make it a Boston Qualifying Race, which means we will continue to use the same course as in years past. Participants will begin in the field at Canal Place. They will enter the C&O Canal Towpath via the footbridge and continue to the turn-around just before Candoc Street/Eugene Mason Sports Complex. They will run the three miles back to Canal Place, where they will follow Canal Street onto the Great Allegheny Passage. Runners will then have the option to go either five or ten miles on the GAP (to just beyond Cash Valley Road or Woodcock Hollow Road, accordingly), where they will turn around and return to the finish at Canal Place.

We are once again requesting the help of the Cumberland City Police with the traffic crossing at Canal Street and EMS personnel in the case of a medical emergency. We will also be completing the permit processes for Canal Place, the C&O Canal, and the Great Allegheny Passage.

Thank You,

Staci Calder

Staci Calder,
Race Director

Queen City Marathon for *ActiveWater* is an affiliate member of the RRCA.
Through the RRCA, we are a 501(c)3 nonprofit organization.

Regular Council Agenda
June 16, 2015

Description

Letter from the Queen City Striders requesting permission to hold the 2016 Queen City Marathon for Active Water on Saturday, April 2, 2016, beginning at 8:00 a.m. in the city

Approval, Acceptance / Recommendation

The Cumberland Police Department has reviewed this request and provided their recommendation that the event be approved.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
Department of Police
20 Bedford Street, Cumberland, Maryland 21502
Tel: 301-777-1600 fax: 301-759-6544 cpd@cumberlandmd.gov

Charles H. Hinnant
Chief of Police

June 8, 2015

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

Mayor and City Council:

The United States Bureau of Justice has recently made a grant award in the amount of $12,583.00 available to the Cumberland Police Department and the Allegany County Sheriff's Office through the Edward Byrne Memorial Justice Assistance Grant Formula Program. The Bureau of Justice makes these allocations based on calculations using uniform crime report statistics and population to determine award amounts. The purpose of this funding is to support local law enforcement programs.

The Cumberland Police plans on using the funding to purchase additional less lethal equipment in the form of tasers or conducted electrical weapons, to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office.

I would like to invite Mayor Grim and each council member to comment on the above project and give their input. I would also request that the above project be made public and an opportunity to comment be provided to the citizens of Cumberland at a public meeting. If you have any questions or would like to discuss the project please contact Lt. Chuck Ternent at 301-759-6475 or chuck.ternent@cumberlandmd.gov.

Thank you for your consideration.

Charles H. Hinnant
Chief of Police

City of Cumberland
Department of Police
20 Bedford Street, Cumberland, Maryland 21502
Tel: 301-777-1600 fax: 301-759-6544 cpd@cumberlandmd.gov

Charles H. Hinnant
Chief of Police

June 8, 2015

JAG APPLICATION NUMBER 2015 – H3190-MD-DJ

BUDGET

CUMBERLAND POLICE DEPARTMENT

4 each Tasers (includes, warranty, battery, holster) @ 1294.65 each = $5,178.60

40 each 21' cartridges @ 24.25 each = $970.00

ALLEGANY COUNTY SHERIFF'S OFFICE

4 each Tasers (includes, warranty, battery, holster) @ 1294.65 each = $5,178.60

39 each 25' cartridges @$27.35 each = $1,066.65

SHIPPING	$185.00
TOTAL	$ 12,578.85

Regular Council Agenda
June 16, 2015

Description

Letter from Cumberland Police Department Chief Charles Hinnant soliciting comments from the Mayor and City Council and the public concerning a US Bureau of Justice Grant in the amount of $12,583 to be shared between the Cumberland Police Department and the Allegany County Sheriff's Office for the purchase of additional less lethal equipment in the form of tasers or conducted electrical weapons

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)